PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
November 19, 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, November 19, 2015.

CLOSED SESSION

12:00 pm To discuss Property, Personnel and Litigation

I. STUDY SESSION

2:10 pm – 2015 Monthly Energy Update - Background Discussion

2:55 pm – Main Street Plaza (Brew Pub) Update from Design Team

3:45 pm – Update on Impacts of Panelization and Reconstruction on Historic Preservation

II. WORK SESSION

4:15 pm Council Questions and Comments and Manager's Report

4:25 pm – 1450-1460 Park Avenue Property Site-Plan and Historic Structures Review

5:10 pm – Lower Park Avenue - Next Steps for City-Owned Property to Meet Housing and Community Needs

5:40 pm – 2015 Monthly Transportation Update - Accelerated Traffic and Transportation Master Plan Goal Achievement and Annual Report Card

REGULAR MEETING

6:00 PM

III. ROLL CALL

IV. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

1. 2015 Seasonal Public Construction Project Summary

2. Park City Heights Water Storage Tank Status Update

3. Managing Construction in the Historic District and on Historic Structures Update

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

VI. CONSENT AGENDA

1. Consideration of a Request to Authorize the City Manager to enter into a Professional Service Provider Contract with Landmark Design, in a Form Approved by the City Attorney, for the Services of Completing a Recreation Facilities Master Plan, in the amount of $58,650

2. Consideration of a Request to Authorize the City Manager To:

   1) Enter an Encroachment Agreement, in a Form Approved by the City Attorney, with Jack R. Mayer Trustee for the Encroachment of a Structure at 416 Park Avenue Onto City Property, at 415 Main Street (Miner's Plaza); and

   2) Dedicate a 5' Private Sewer Lateral Easement on the Miner's Plaza Subdivision Plat for the Benefit of 416 Park Avenue, 424 Park Avenue, and 419 Main Street

3. Consideration of a Request to authorize the City Manager to enter into an Employment Contract, in a form approved by the City Attorney, and to Appoint, pursuant to MCPC § 2-4-6, Michelle Kellogg to the Position of City Recorder from October 21, 2015, to June 30, 2016

4. Consideration of a Resolution Proclaiming November 28, 2015, "Small Business Saturday" in Park City, Utah

5. Consideration of a Request to Approve Two Leases with the Egyptian Theatre Co. to:

   1) Lease the City Park Recreation Building to allow the Egyptian to host the YouTheater program; and

   2) Lease for the Use of the Miner's Hospital During the 2016 School Summer Vacation

VII. NEW BUSINESS

1. Consideration of a Request to Approve the 2016 Sundance Film Festival Supplemental Plan

2. Consideration of a Resolution to Amend the 2004 Ice Interlocal Agreement and enter into a Letter of Consent for 2016-2018 with the Snyderville Basin

Recreation District

3. Consideration of an Ordinance Amending Title 4, Chapter 15 of the Municipal Code of Park City, to better Align the For-Hire Vehicle Licensing Requirements with the State of Utah's Transportation Network Licensing Requirements

VIII. 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: See: www.parkcity.org

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

The Effects of Climate Change Are Already Present in Park City. This Report Summarizes Our Community's Existing Conditions, Distills the History of the Sustainability Movement, and Outlines Park City Municipal's Past and Present Efforts.

Respectfully:

Matthew Abbott, Enviromental Program Manager

City Council
Staff Report

Subject:	**Monthly Energy Update: Background**
Author:	**Ann Ober, Senior Policy Advisor**
	Matt Abbott, Environmental Project Manager
Department:	**Office of Sustainability**
Date:	**November 19, 2015**
Type of Item:	**Study Session**

Summary Recommendations:
Staff is not seeking direction during the Study Session. The goal of this study session is to share the most current climate change summaries, the history of the sustainability movement, and to provide a brief overview of the national, state, and regional opportunities and obstacles.

Executive Summary:
The effects of climate change are already present in Park City. This report summarizes our community's existing conditions, distills the history of the sustainability movement, and outlines Park City Municipal's past and present efforts.

Acronyms:

AKA	Also Known As
BCE	Before Common Era
CO_2	Carbon Dioxide
CO_2e	Carbon Dioxide Equivalents
kW	Kilowatt
MW	Megawatt
PCMC	Park City Municipal Corporation
ppm	parts per million
SCPW	Summit Community Power Works
USDN	Urban Sustainability Director's Network

Background:
How we got here
Historians cite 1750 as the start of the Industrial Revolution, the point in human history where we started mechanizing production and transportation. In 1824, Joseph Fourier first described and defended the Greenhouse Effect. The mid-19th century saw the birth of the petroleum industry and the first internal combustion engine. And in 1917, Alexander Graham Bell stated "[The unchecked burning of fossil fuels] would have a sort of greenhouse effect. The net result is the greenhouse becomes a sort of hot-house."

In 265 years, humans have increased the average atmospheric concentrations of CO_2, a potent greenhouse gas, from 280ppm to over 400ppm.[1] This marks the highest average concentrations in human history, new territory for our species. Current atmospheric CO_2 pollution will have global consequences for thousands of years[2] in the form of global climate change, and additional pollution will only exacerbate the effects. Modern global climate change is caused by human activity.[3]

The global consequences of climate change are myriad and can be generalized by increased deviations from the norm compounded by rising sea levels and the collapse of existing systems. Simply stated, we will continue to see more frequent extreme events (heat, cold, drought, flood, wind, and fire), a decrease in usable land, and changes to hydrological, meteorological, and ecological systems. These problems are estimated to cost trillions of dollars and hundreds of thousands of human lives in the coming century.[4, 5]

Consequences of global climate change are further compounded by the Sixth Extinction, or the Holocene extinction. This is the only global extinction triggered by a single species, *Homo sapiens*. The Sixth Extinction started in 10,000 BCE and has accelerated significantly since the Industrial Revolution. Increased species extinctions are both a symptom and a cause. They indicate and create ecosystem instability, leaving ecosystems more vulnerable. Examples range from the loss of the American prairie to collapsing fisheries. Humans, and the future of humanity, are directly tied to the health of these systems.

The general consensus is that we must substantially reduce global carbon emissions in the next 20 years to avoid the gravest consequences of climate change. This is a fundamental shift in how we power our global economy, travel, and eat. This decarbonization is commonly referred to as carbon mitigation. Managing the consequences of global climate change is called climate adaptation. At this time, both reduction and adaptation are necessary survival strategies.

Field of [Environmental] Sustainability

Early environmentalism in the United States was focused on land preservation in the late 18th and early 19th centuries. Soon after, the pendulum swung towards

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[1] *Global Carbon Dioxide Levels Break 400ppm Milestone*, The Guardian, http://www.theguardian.com/environment/2015/may/06/global-carbon-dioxide-levels-break-400ppm-milestone

[2] *Understanding Global Warming Potentials*, US EPA, http://www.epa.gov/climatechange/ghgemissions/gwps.html

[3] *Consensus: 97% of climate scientists agree,* NASA, http://climate.nasa.gov/scientific-consensus/

[4] *Any Way You Look at It, This Government Report on Climate Change is Really Bad News*, Vice News, https://news.vice.com/article/any-way-you-look-at-it-this-government-report-on-climate-change-is-really-bad-news?utm_content=buffer45ae7&utm_medium=social&utm_source=facebook.com&utm_campaign=buffer

[5] *Beyond Climate Refugee: Migration as Adaptation*, Worldwatch Institute, http://www.worldwatch.org/beyond-climate-refugee-migration-adaptation

conservationists, focused on using the lands that were protected, but emphasized prudent use of natural resources. Conservation can still be seen in the mission of the US Forrest Service, "to sustain the health, diversity, and productivity of the Nation's forests and grasslands to meet the needs of present and future generations." (http://www.fs.fed.us/about-agency/what-we-believe).

The next shift in the Environmental movement changed the focus in the United States to manage pollution and protect biological diversity. This portion of the movement started in 1962 with Rachel Carson's *Silent Spring* and is highlighted by the formation of Earth Day in 1970 and became some of the most recognizable environmental laws in the United States. This was when we received the Clean Air Act and Clean Water Act. Though these acts have changed over the past 45 years, they remain the backbone of the movement.

A dramatic pushback occurred following the creation of these laws and of the Environmental Protection Agency. In the late 80s and most of the 1990s, the Federal government looked for a more balanced approach to the movement. The government started partnering rather than forcing change. It also shifted its focus to human health and away from just improving the environment for the sake of the environment.

The field of sustainability unofficially started with the Brundtland Commission's *Report of the World Commission on Environment and Development: Our Common Future*[6] in 1987 to the United Nations. This report provides us with the most common working definition of sustainability: "Meeting the needs of the present without compromising the ability of future generations to meet their own needs." Since this report was published a combination of scientific advances, geopolitical events, extreme weather events, technology, and generational shifts have helped to professionalize the field of sustainability. The term "sustainability" however was not used as a term to describe the movement until the 2000s.

In Park City, we track sustainability metrics across environment, economy, and equity.

Sustainability in Park City, UT

Park City Municipal has employed sustainability professionals since 2007. Across the country, government is the highest leverage point in current sustainability work and represents the leading edge of the field. Municipal environmental/sustainability managers are supported through local funding, open networks, like USDN, and funding from major foundations.

Sustainability work, at its core, is long-term work. Governments, especially local governments, tend to have longer cycles, due to budget and election cycles, that are more conducive to far reaching environmental/sustainability plans. Quarterly pressures, near-term profitability, and legal obligations to shareholders make private sector

[6] *Report of the World Commission on Environment and Development: Our Common Future* http://www.un-documents.net/our-common-future.pdf

sustainability more challenging. More importantly, governments have a responsibility to their citizenry and can neither pivot nor relocate.

Climate Change in Park City, UT
According to Stratus Consulting's *Climate Change in Park City: An Assessment of Climate, Snowpack, and Economic Impacts*[7]*:*

> *The economic modeling results indicate that projected decreases in snowpack will have severe economic consequences for the region. In 2030, the predicted 15% decrease in snowpack is estimated to result in $120.0 million in lost output. This is estimated to result in approximately 1,137 lost jobs and $20.4 million in the form of lost earnings (or labor income). In 2050, the potential impacts range from $160.4 million in lost output, $27.2 million in lost earnings, and 1,520 lost jobs (low emissions scenarios) to $392.3 million in lost output, $66.6 million in lost earnings, and 3,717 lost jobs (high emissions scenario).*

In separate studies using current emission projections, our winter precipitation is projected to be 50/50 snow/rain by 2035 and potentially no snowfall by 2100.[8] Park City will continue to see its risk of extreme events (heat, cold, drought, flood, wind, and fire) increase. It is important to note that these are conservative models that reflect best guesses. By all estimations, Park City will have some great snow days; we may even have some great years. Unfortunately, these years are numbered. Furthermore, many long-term projections are occurring years if not decades sooner than projected.

With the current amount of atmospheric CO_2 pollution, in terms of snowfall, there is no "keeping Park City, Park City." Without fundamental shifts in the global carbon emissions in the next 20 years, we are looking at perhaps the last few generations of winter sport professionals and enthusiasts.[9] Park City's economy will need to adapt with fundamental shifts across equity, environment, and economic metrics in the coming decades if it has hopes of retaining its current status. Park City Municipal has the rare opportunity to become more aggressive in its approach to sustainability, thereby setting a standard for our residents and business community, while at the same time helping to prevent some of the harshest impacts of climate change on our community.

Analysis:
Park City residents and visitors consistently prioritize 'Enhancing and Improving the Natural Environment' is one of the four City Council goals outlined in Park City's long term strategic plan, Park City 2030. http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=9624

For example our recently adopted General Plan clearly supports an aggressive approach to sustainability measures:

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[7] *Climate Change in Park City: An Assessment of Climate, Snowpack, and Economic Impacts* http://www.parkcitymountain.com/site/mountain-info/learn/environment/ParkCityClimateChangeAssessment9-29-2009.pdf
[8] *Brian McInerney* – NOAA
[9] *Climate Change in Park City: An Assessment of Climate, Snowpack, and Economic Impacts* http://www.parkcitymountain.com/site/mountain-info/learn/environment/ParkCityClimateChangeAssessment9-29-2009.pdf

Park City will be "greener." This doesn't mean that wishy-washy light tone green that most communities are striving to attain. This means that dark "green" color, that truly sustainable green community that offers transportation alternatives to get us out of our comfortable cars, a community that incentivizes energy-efficient design in all new construction and historic rehabilitation, a "green" that makes us rethink driving a half mile to drop our kids off at school. We will hyper-focus on the color "green" that makes us consider the environment before we consider the "green" dollar bills that may be singularly focused. Park City doesn't want to stop at being the best IN the world; we want to be the best FOR the world.

More recently, City Council elevated Energy to a third critical priority and recommended target dates to achieve Net Zero Carbon (AKA Carbon Neutral) for the municipal operations by 2020-2025 and citywide by 2035.

Like any ambition, there is a gap between present realities and aspirations both within our community and our government.

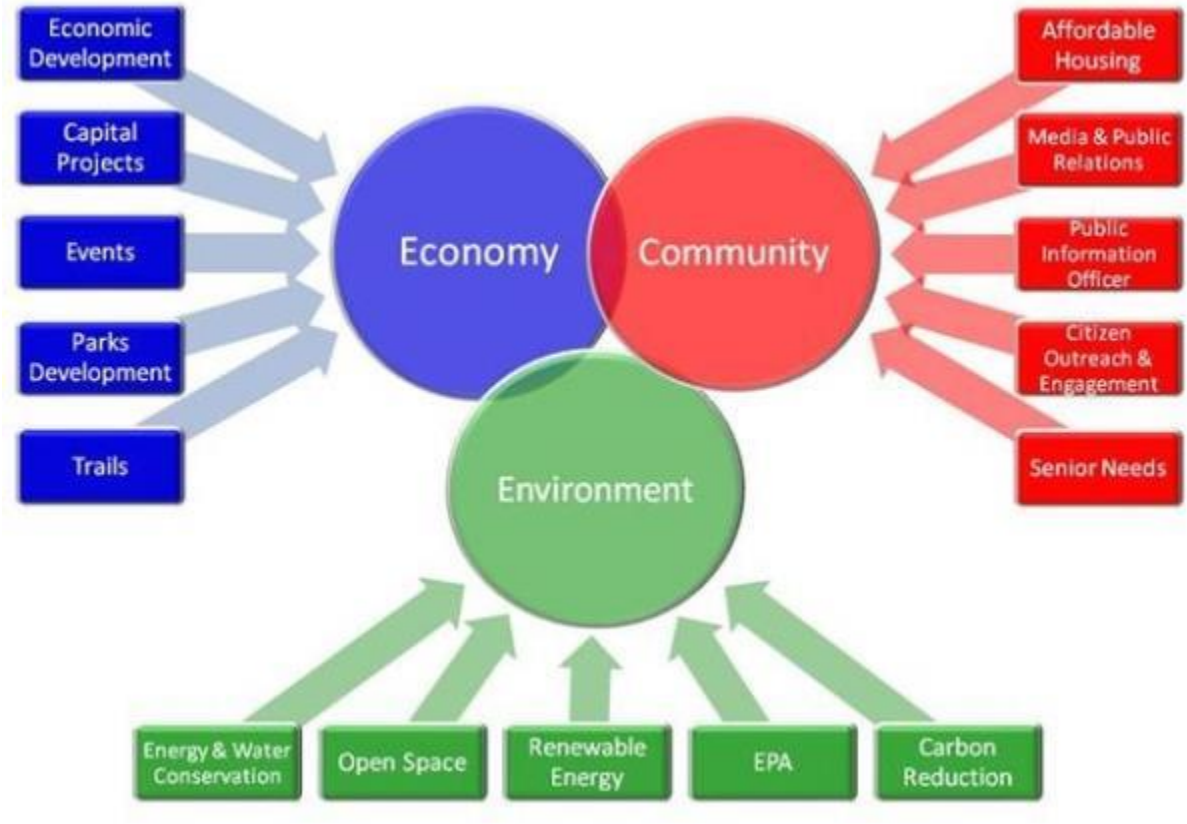
Structure

Park City Municipal deserves a lot of credit for the early creation of its Office of Sustainability. City leadership wisely incorporated metrics of economy, equity, and environment. Functionally, we have multiple departments and operating budgets cohoused in an office called Sustainability.

The placement/structure and funding of our sustainability department is highly correlated with the City's ability to execute on a robust work plan, using expertise in the areas of infrastructure, communications, housing, special events, and environmental regulation and policy. A multi-faceted Sustainability Department, using strong Council support and direction, is well positioned to implement and act upon a very progressive and responsible sustainability work plan for the community.

Our philosophical structure can be summarized as follows:

Park City Office of Sustainability's Philosophical Structure



Role

The role of a balanced Sustainability Department is demonstrated through interdisciplinary and interdepartmental efforts. Some of Park City Environmental Sustainability's biggest wins exemplify this. For example:

- Improved Fleet Procurement – Fleet and Sustainability with input from all departments – resulting in right-sized vehicles and right-sized fleets
- Summit Community Solar – Park City Municipal: Building Department, Planning Department, Executive, and Sustainability; Summit County, and Utah Clean Energy – resulting in a 500% increase in residential solar PV installs and $1.2M in new economic activity
- MARC Solar PV Installation – Park City Recreation, Building Department, Planning Department, and Sustainability – offsetting 20% of the MARC's annual electricity use
- LED Streetlights – Streets & Streetscapes, Water Department, and Sustainability – reducing energy and maintenance costs
- LED Facility Lights – Building Maintenance, Sustainability, and all other departments – reducing energy and maintenance costs

- Improved Idling Enforcement – Police, Parking Services, IT, and Sustainability
- Hiring a Sustainable Energy Project Manager – Water Department, Human Resources, Sustainability, and Rocky Mountain Power – targeting a 3M kWh, 25%, reduction in PCMC electricity usage
- Georgetown University Energy Prize/Summit Community Power Works
    - All Park City and Summit County Departments
    - Cities of Coalville, Francis, Henefer, Kamas, and Oakley
    - North Summit School District, Park City School District, and South Summit School District
    - Habitat for Humanity, The Park City Community Foundation, Recycle Utah, and many more

National and Regional Relationships

There are at least 135 municipal sustainability departments in North America.[10] Park City Municipal's Environmental Project Manager, Matt Abbott, is a member of the Urban Sustainability Director's Network (USDN). USDN is funded by member dues (11%) and nine national foundations (89%). Beyond the network, resource sharing, and access to resources USDN provides, staff also has access to the placement, structure, funding, and role of all sustainability departments across the country. Our regional working group, the Western Adaptation Alliance, has provided our Water Department, regional partners, and Sustainability staff direct access to data, best practices, and the staff of thirteen southwestern cities including Aspen, Denver, Boulder, Flagstaff, and Tucson. The Western Adaptation Alliance provides access to communities that share our unique challenges and opportunities. Annual meetings are funded entirely by the Walton Family Foundation. Access to these networks accelerates Park City's work, improves our access to funding, and illuminate the investment of other communities are making in carbon mitigation and climate adaptation nationally.

Scalability

According to a 2007 National League of Cities survey, there are 39,044 municipalities in the United States.[11] This means that less than 1% of municipal governments have a sustainability department or an environmental sustainability department. While every government should benefit from the products of a sustainability department, it is unlikely that many of these governments will ever be able to employ or afford sustainability professionals. This represents both a problem and an opportunity. Climate change is a metapopulation problem, meaning that its effects are not localized and the whole of our species will be contending with climate change in various ways. No matter how successful, impactful, or prepared Park City is, surrounding populations will influence our long-term outcomes. Fortunately, Park City is in the position to lead and share with those around us as well as other resort communities. Good sustainability work can be exported, and our brand is followed in the U.S. and abroad.

[10] Urban Sustainability Director's Network – www.usdn.org

[11] http://www.nlc.org/build-skills-and-networks/resources/cities-101/city-structures/number-of-municipal-governments-and-population-distribution

Obstacles:
Despite Park City's position as a relatively nimble and economically prosperous City, there are obstacles in achieving long-term environmental goals. Fundamentally, Park City is operating in carbon intensive world. The way food is produced, goods are manufactured, and goods and services are delivered is largely dependent on cheap and abundant fossil fuels. While renewable energy, electric cars, and many other technologies are helping to change these paradigms they still represent a minority stake in the grand scheme of things.

Specific to Park City, our tourist economy is dependent on air travel, a huge portion (+46%) of our community wide carbon footprint. Once our visitors have arrived, their transportation, meals, and entertainment are all fossil fuel based. Adapting this economy will take a combination of renewable energy, new technology, and creativity.

There are also significant City priorities that will be demanding of the City's time and focus. Programs associated with this goal will have costs for the City as well as our local businesses. We will be returning to Council this spring with a better understanding of what those costs are, but Council should expect budget impacts associated with this goal.

State of the State
Though Utah is often referred to as one of the "reddest states in the nation" (http://www.economist.com/node/17675922), since 2008, we have had a significant success creating opportunities for renewable energy projects. For the past six-plus years, we have received an "A" grade from the non-profit, Freeing the Grid. This grade has been earned by our high system capacity levels for net metering (2MW for commercial, 25 kW for our residential customers), where the owner of the system continues to own the renewable energy credits. The state also allows us to aggregate our meters on adjacent properties and to receive credits for over production that can be used throughout the year. (http://freeingthegrid.org/)

There are other places where Rocky Mountain Power is taking some positive steps. In the next few months, a Subscriber Solar program will begin accepting customers. The program:

> *allows customers to subscribe to some or all of their electricity from solar power. Rocky Mountain Power sought approval from the state last June for the subscriber solar program which gives customers a choice to get their power from the sun even if they cannot afford rooftop solar panels or live in apartments or condos.*
>
> *Using a competitive bidding process, Rocky Mountain Power is in final negotiations with a developer to build a 20-megawatt solar farm here in Utah. The solar farm is expected to be built and on-line in late 2016.*[12]

[12] https://www.rockymountainpower.net/about/nr/nr2015/subscriber-solar-approval.html

Due to Park City Municipal facility constraints and cost avoidance for some meters, staff expects to return to Council this winter with a recommendation regarding this program.

There are still many areas where Utah lags in the United States. Utah does not have a Renewable Portfolio Standard, so there is no regulated level of how many electrons from renewable sources need to be in the grid. The state is also behind on our Building Code and Energy Code. Currently, the State has adopted the 2006 residential and 2012 commercial building code and energy code. For context, the Motorola RAZR was the most popular phone of 2006 and we held our last presidential election in 2012. Finally, Rocky Mountain Power proposed a new net-metering fee during the 2015 legislative session. Though energy focused non-profits and local governments were able to dissuade the legislature to setting a rate, the item was moved to the Public Service Commission for consideration. That docket is currently being assessed at the Commission.

Opportunities

- Our region is politically split, economically stratified, and representatively diverse.
- We know, roughly, the regional effects of climate change and when they will occur.
- The region is working on these issues in partnership.
- Despite its small town nature, Park City has big city amenities (public transit, lodging, resorts, world-class events, large resorts and facilities, etc.)

Our region could serve as a model nationally and internationally.

Summary

Climate change will have a significant and undeniable impact on Park City. Strong carbon mitigation and climate adaptation strategies require numerous partners working on an array of projects, programs, and initiatives. Climate change is both a problem and an opportunity with opportunities to effect positive change and capitalize on both.

Department Review:

Office of Sustainability, Legal and Executive.

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 ~ Balance between tourism and local quality of life + Unique and diverse businesses + Multi-seasonal destination for recreational opportunities + Internationally recognized & respected brand	~ Managed natural resources balancing ecosystem needs + Effective water conservation program + Reduced municipal, business and community carbon footprints + Enhanced conservation efforts for new and rehabilitated buildings	+ Skilled, educated workforce + Diverse population (racially, socially, economically, geographically, etc.)	+ Fiscally and legally sound + Engaged, capable workforce + Well-maintained assets and infrastructure + Engaged and informed citizenry + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Positive ⇧	Positive ⇧	Very Positive ↑

Comments: Successful carbon mitigation and climate adaptation will have numerous beneficial byproducts.

Funding Source:
Staff is not requesting additional funds at this time.

Recommendation:
Staff is not seeking direction during the Study Session. The goal of this study session is to share the most current climate change summaries, the history of the sustainability movement, and to provide a brief overview of the national, state, and regional opportunities and obstacles.

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

The Main Street Plaza (Brew Pub) design team presented an update to the City Council on October 22, 2015, to affirm the project's program (activities, elements, amenities, users, etc.). Based on the affirmation we received from Council, the design team is proceeding with three concept designs for Council consideration in December.
The construction of the Main Street Plaza (Brew Pub) helps to meet many of City Council's desired outcomes, notably supporting Main Street's use by locals and visitors alike.

Respectfully:

Matthew Twombly, Senior Project Manager

City Council
Staff Report

Subject:	**Brew Pub Plaza Project Scope - City Council Update**
Author:	**Matthew Twombly**
Department:	**Sustainability**
Date:	**November 19, 2015**
Type of Item:	**Informational**

Summary Recommendations:
Proceed with the Brew Pub Plaza conceptual design and consider the update from the Main Street Plaza (Brew Pub) Design Team.

Executive Summary:
The Main Street Plaza (Brew Pub) design team presented an update to the City Council on October 22, 2015 to affirm the project's program (activities, elements, amenities, users, etc.). Based on the affirmation the design team is proceeding with the three concept designs for Council consideration in December. The construction of the Main Street Plaza (Brew Pub) helps to meet many of City Council's desired outcomes, notably supporting Main Street's use by locals and visitors alike.

Acronyms in this Report:
GSBS – Gillies, Stransky, Brems, Smith Architects

Background:
On October 22, 2015, the Design Team gave a presentation and overview at the meeting of all findings made to date and recommendations for elements that should be included in the concept design as we move forward, including:

1. A summary of the partner interviews;
2. Key takeaways;
3. Review of the adjacent resident surveys;
4. Overview of the activities, elements and attributes that should be included;
5. Positioning of the project with the market, including visitor motivators and "core essence" of the project; and
6. Thematic guideposts.

Council affirmed the elements presented and requested an update prior to finalizing the concept designs, which will include:

Concept Development & Refinement

i. *The Design Team will develop up to 3 conceptual alternatives for the project scope and present them to the Park City Steering Committee. Design intent will be communicated through themed sketches, images, material recommendations, and written narrative.*

ii. *Design Team will facilitate individual meetings with City/Public Agencies and immediate neighbors of the project as defined in the schedule to review these concepts and gather feedback.*

iii. *After presenting the three schemes to the Steering Committee the Design Team will refine the three schemes and present them to the City Council including the recommended concept selected by the steering committee.*

Analysis:
GSBS has submitted an agenda of the design update (attached as Exhibit A.) The design team will review the goals affirmed at the October 22, 2015 meeting. The team will discuss the plazas developing concept design and required elements informed by the series of stakeholder interviews and meetings. The team will also present and discuss the programming and the balance between plaza and park. The intent of the update is to further develop the three concepts for the December meeting.

The selected conceptual design scheme will be the basis for the schematic, design development, and construction documents for the project. As the project proceeds into schematic design, staff and the design team will return to Council with an overall project budget and a proposed design team scope and fee to complete the project. As the design progresses into design development then the regulatory process will begin.

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

Alternatives:

A. Approve:
The City Council should consider the update from the Design Team and proceed with the concept designs to be presented in December.

B. Deny or Modify:
The City Council could direct the team to gather additional information prior to developing concept plans for review in December.

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 + Unique and diverse businesses	- 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	~ 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	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive ↑	Negative ⇩	Very Positive ↑	Positive ⇧

Comments: Events may have temporary negative impacts during construction, but the improvements are positive in the long term. The carbon footprint will be greater than today. The historic side is neutral in that we will celebrate historic sites and provide information, but many may consider the improvements less than desireable as historic.

Funding Source:
There is currently approximately $5 Million estimated for the Brew Pub Plaza project out of the $15 M ten-year project budget. Sustainability, Planning, Building, Engineering, Budget, Public Works and on a limited basis other City staff resources will be required to complete the project.

Recommendation:
Proceed with the Brew Pub Plaza conceptual design and consider the update from the Main Street Plaza (Brew Pub) Design Team.

Attachments:
Exhibit A: Update Agenda

Park City Main Street Plaza

Conceptual Design

City Council Agenda

November 19th, 2015

- Introductions – 2 minutes

- Recap of Plaza Goals – 3 minutes
  - Generate daily activity
  - Allow and promote event activity
  - Encourage stay and play
  - Combine natural and built elements
  - Be multi-seasonal

- Identify and Discuss Plaza Forces and Requirements – 10 minutes
  - Nearly every interview we conducted our interviewees responded to our questions as representatives of their organizations and as Park City residents. We gathered information about required program space for the plaza but we also heard that Park City residents need a place to play and relax that is green and natural. This has driven us to pursue a balance of plaza and park that maximizes appropriate event use while encouraging daily use.
  - Function and circulation
  - Grading, access and views
  - Activation, flexibility and enhancement
  - The plaza has elements that are required. These include parking, stage, park scape, plaza scape, anchor inexpensive food/drink tenant, information center and back of house support (trash, storage, mechanical). Beyond these elements there are other spaces that would enhance and increase the use of the plaza for the possible partners we interviewed. The three concepts that we will present to the City Council will be the same basic plaza reimagined with different amounts of programmable space that serves the goal to activate this space with events and daily activities.

- Questions – 10 minutes

- Review and Discuss Physical Impacts of the Plaza – 10 minutes
  - Natural elements – Wind, weather, sun, water, soil
  - Pollutants – noise, traffic, light, trash

- Questions – 10 minutes

- Review Conceptual Themes: Icon – 10 minutes

- Questions – 5 minutes

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

Due to the recent discussion regarding the approach to preservation for the City-owned properties at 1450-1460 Park Avenue, staff is recommending that the City Council review the impacts of panelization on the historic integrity of structures.

This report outlines the four methods of historic preservation for historic buildings undergoing repair or renovation. The methods are outlined by both the National Park Service and Park City under the Land Management Code and Historic District Design Guidelines. The National Park Service and Park City establish a prioritization of the four methods of repair, from Preservation being the highest priority to Panelization which is the least favorable approach.

Staff recommends that Park City remain consistent in the application of restoration techniques and that the current system of reviews for panelization be applied to all historical building projects.

Respectfully:

Anya Grahn, Planner II

City Council
Staff Report

Subject:	**Impacts of Panelization + Reconstruction on Historic Preservation**
Author:	**Bruce Erickson, Planning Director** **Anya Grahn, Historic Preservation Planner**
Department:	**Planning**
Date:	**November 19, 2015**
Type of Item:	**Study Session**

Executive Summary

Due to the recent discussion regarding the approach to preservation for the City-owned properties at 1450-1460 Park Avenue, staff is recommending that the City Council review the impacts of panelization on the historic integrity of structures.

This report outlines the four methods of historic preservation for historic buildings undergoing repair or renovation. The methods are outlined by both the National Park Service and Park City under the Land Management Code and Historic District Design Guidelines. The National Park Service and Park City establish a prioritization of the four methods of repair, from Preservation being the highest priority to Panelization which is the least favorable approach.

Staff recommends that Park City remain consistent in the application of restoration techniques and that the current system of reviews for panelization be applied to all historical building projects.

List of Acronyms

HDDR	Historic District Design Review
LMC	Land Management Code

Background

Panelization Philosophy:

The Secretary of the Interior's Standards—a series of concepts about maintaining, repairing, and replacing historic materials—dictate the highest level of preservation practice for the treatment of historic properties. The Secretary of the Interior's Standards outline four (4) approaches for historic preservation:

- ***Preservation*** *is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of a historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials, and features rather than extensive replacement and new construction. New exterior additions are not within scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other*

code-required work to make properties functional is appropriate within a preservation project.

- ***Restoration*** *is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.*
- ***Rehabilitation*** *is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.*
- ***Reconstruction*** *is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.*

Panelization is considered a form of reconstruction and is the least optimal form of historic preservation. While panelization preserves a greater amount of historic material than a true reconstruction which seeks to replicate all historic features with new materials, it does deem the structure ineligible for an individual nomination to the National Register of Historic Places in most cases. (High West is one of the few buildings individually listed on the National Register that is reconstructed.) Nevertheless, these reconstructed buildings could be considered "contributory" to a district National Register nomination.[1]

Panelization is a technique that is largely limited only to structures featuring single-wall construction for several reasons:

- Single-wall buildings were typically built in boom economies, such as that of mining towns, and were not built to last. Largely resembling a "wood tent", their construction and lack of foundation make them susceptible to wood rot, settlement issues, and soil movement issues that cause structural failures such as roof collapse, racking/tilting, and wall collapses.
- A frame building can be modified and altered more easily than single-wall construction. Existing studs can be replaced, sistered with new structural materials, or jacked in place with limited damage. Single-wall construction requires the construction of interior stud walls to create a structure. Jacking a

[1] The National Register of Historic Places has two types of nominations—individual and district nominations. The Marsac Building is listed individually on the National Register of Historic Places. An example of a district nomination is our Mining Boom Era Residences Thematic National Register Historic District which is made up of individually eligible "outstanding" buildings as well as historic buildings that "contribute" to the historic integrity of the district as a whole.

single-wall building can cause greater damage to exterior walls because of the fragility of the construction and limited connections.

- Historically, single-wall buildings were often built one wall at a time on the ground. The walls were then lifted and nailed in place. Deconstructing the building one wall at a time may allow the contractor greater ease in reapplying the panels to a new structure as cladding. The more preferable method, however, is for the contractor to build the new stud walls within the existing structure and attach the studs to the vertical wood planks of the interior.

The Land Management Code addresses panelization in 15-11-14 Disassembly and Reassembly of a Historic Building or Historic Structure:

15-11-14. DISASSEMBLY AND REASSEMBLY OF A HISTORIC BUILDING OR HISTORIC STRUCTURE. *It is the intent of this section to preserve the Historic and architectural resources of Park City through limitations on the disassembly and reassembly of Historic Buildings, Structures, and Sites.*

(A) CRITERIA FOR DISASSEMBLY AND REASSEMBLY OF THE HISTORIC BUILDING(S) AND/OR STRUCTURE(S) ON A LANDMARK SITE OR SIGNIFICANT SITE. In approving a Historic District or Historic Site design review Application involving disassembly and reassembly of the Historic Building(s) and/or Structure(s) on a Landmark Site or Significant Site, the Planning Department shall find the project complies with the following criteria:

(1) A licensed structural engineer has certified that the Historic Building(s) and/or Structure(s) cannot reasonably be moved intact; or

(2) The proposed disassembly and reassembly will abate demolition of the Historic Building(s) and/or Structure(s) on the Site; or

(3) The Historic Building(s) and/or Structure(s) are found by the Chief Building Official to be hazardous or dangerous, pursuant to Section 116.1 of the International Building Code; or

(4) The Planning Director and the Chief Building Official[2] determine that unique conditions and the quality of the Historic preservation plan warrant the proposed disassembly and reassembly;

Under all of the above criteria, the Historic Structure(s) and or Building(s) must be reassembled using the original materials that are found to be safe and/or serviceable condition in combination with new materials; and The Building(s) and/or Structure(s) will be reassembled in their original form, location, placement, and orientation.

Further, the Design Guidelines also specify criteria for panelization and reconstruction projects:

F. DISASSEMBLY/REASSEMBLY OF ALL OR PART OF A HISTORIC STRUCTURE

<u>F.1. General Principles</u>

F.1.1 Disassembly of a historic building should be considered only after it has been determined by the Design Review Team that the application meets one of the criteria listed in the sidebar.

F.1.2 Though disassembly/reassembly is not a common practice in the preservation field, if it must be undertaken, it should be done using recognized preservation methods.

<u>F.2. Documentation Requirements prior to the commencement of disassembly</u>

F.2.1 Measured drawings of the structure or element to be disassembled/ reassembled should be completed.
F.2.2 A thorough photographic survey of the element or interior and exterior elevations of the structure should be made, including site and location views from all compass points, exterior elevations, interior elevations of each room, and elevations of each basement and attic wall. Standards for photographic documentation are provided in the Design Review Process section of these guidelines.
F.2.3 Written plans detailing the disassembly and reassembly steps and procedures should be completed and approved by the Planning and Building Departments.

F.3. Disassembly
F.3.1 In order to minimize loss of historic fabric, structures should be disassembled in the largest workable pieces possible.
F.3.2 To ensure accurate reassembly, all parts of the building or element should be marked as they are systematically separated from the structure. Contrasting colors of paint or carpenter wax crayons should be used to establish a marking code for each component. The markings should be removable or should be made on surfaces that will be hidden from view when the structure is reassembled.
F.3.3 Important architectural features should be removed, marked, and stored before the structure or element is disassembled.
F.3.4 The process of disassembly should be recorded through photographic means; still photograph or video.
F.3.5 As each component is disassembled, its physical condition should be noted particularly if it differs from the condition stated in the predisassembly documentation. If a part is too deteriorated to move, it should be carefully documented—photograph, dimensions, finish, texture, color, etc.---to facilitate accurate reproduction.

F.4. Protecting the Disassembled Components
F.4.1 The wall panels and roof surfaces should be protected with rigid materials, such as sheets of plywood, if there is any risk of damage to these elements during the disassembly-storage-reassembly process.
F.4.2 The disassembled components—trim, windows, doors, wall panels, roof elements, etc.--should be securely stored in a storage trailer on-site or in a garage/warehouse/trailer off-site until needed for reassembly.

F.5. Reassembly
F.5.1 When reassembling the structure, its original orientation and siting should be approximated as closely as possible. F.5.2 New foundations and any additions should follow the guidelines established in earlier sections of these Design Guidelines—Additions and Relocation and/or Reorientation of Intact Building.

Although Park City has permitted panelization and reconstruction of historic structures with the intent to preserve the historic and architectural resources of Park City, the Code limits the use of panelization. Further, by codifying panelization and providing specific Design Guidelines for its use, Park City discourages panelization except in the most pressing cases. The City's policy has been to limit the use of panelization as a preservation method to the greatest extent possible, while allowing it in a limited number of unique circumstances.

Currently, in order to panelize, the code requires the Chief Building Official and Planning Director to make findings based on the LMC criteria outlined above. As part of the proposed amendments to the Historic Preservation Chapter of the LMC, the Historic Preservation Board would make that determination based on input from the Chief Building Official and Planning Director that unique conditions and the quality of the Historic preservation plan warrant the proposed disassembly and reassembly . Staff has specified examples of "unique conditions" in our proposed Land Management Code changes as part of the Historic Site Inventory Pending Ordinance.

There have been cases where as part of the preservation plan an applicant intends to lift a historic structure in whole; however, due to unique circumstances, such as the conditions of the material it is panelized. In some cases, the owner requests an amendment to the preservation plan to panelize following an interior demolition. In such case, the Building and Planning Departments conduct a site visit to determine if panelization is the best option. If the amendment is approved, staff requires that the applicant update their Physical Conditions Report and Preservation Plan, and the Planning Director and Chief Building Official approve the panelization. In other cases, the construction crew moves forward with panelization without approval from the Building and Planning Department; in these cases, we again review the necessity of the panelization and determine whether to penalize the applicant through his financial guarantee. (We have seen approximately three (3) of these cases in the past two (2) years.)

Panelization and reconstruction projects prevent the total demolition and complete loss of a historic structure as they allow the structure to remain, even if rebuilt. Nevertheless, they are not a preferred method of preservation due to the loss of historic materials and historic integrity.

The advantages and disadvantages of panelization are listed below:

Advantages:	Disadvantages:
• When a structural engineer finds that the historic building is structurally unsound and cannot withstand lifting and/or moving, panelization can be used to prevent damage to the historic building. • At times, the Chief Building Official may require panelization due to site constraints that would dictate a dangerous situation if the structure were to remain in-whole. • Contractors often argue that panelization is less time-consuming, labor-intensive, and expensive than building a new stud wall on the interior of the building. • Compared to a full reconstruction, panelization preserves a greater amount of historic materials. • Additional deterioration/damage can be identified during the panelization process,	• The National Park Service perceives panelization as a form of reconstruction, making panelized buildings ineligible for individual listing on the National Register of Historic Places. • Reconstructed buildings are also ineligible for state and federal historic tax credits which require adherence to the Secretary of the Interior's Standards for work on both the interior and exterior of the structure. • Deconstructing the structure wall-by-wall still causes damage and removal of historic materials. Keeping the historic structure intact and in-whole is the optimal from a preservation standpoint. • Despite good intentions, accurate reassembly of the panels does not always occur. There may be difficulty in reapplying the panels on

allowing the contractor to adjust the new structure's stability as needed. • Contractors often complain that constructing the new structure within the walls of the existing building is time consuming, expensive, and tedious. • Once the panels are removed from the structure, contractors often find additional damage and deterioration of historic materials. At times, this means that the original vertical planks have to be replaced in-kind due to warping that may prevent the panels from being re-attached to the new structure as cladding. At other times, it requires that the panels themselves be deconstructed so that only some vertical planks and horizontal wood siding are salvaged, resulting in the loss of even more historic materials.	the new structure because of damage or deterioration. • The Design Guidelines require that the building be disassembled in the largest workable pieces possible; however, wall panels are sometimes cut into more workable pieces to prevent damage during their removal. This leaves a seam behind once reassembled. • There is always a risk of damage occurring to wall panels during the disassembly-storage-transportation-reassembly process.

In regards to panelization, staff finds that there are unique circumstances in which panelization should be utilized. Typically, these circumstances are based on the condition and structural stability of the structure as well as potential site constraints. Staff does not endorse panelization as being an optimal or preferred preservation method as it compromises historic materials and the historic integrity of the structure, prevents the structure from being individually eligible for the National Register of Historic Places, and is considered a form of reconstruction by the National Park Service and Secretary of the Interior's Standards.

Department Review:

This report has been reviewed by the Planning, Building, and Legal Departments as well as the City Manager.

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

The City Council has established Housing as one of its three critical priorities. Furthermore, City Council has stated, in their Desired Outcomes, that they would like to make it possible for more people to live and work locally. In its 2015 City Council Retreat in February, the Council established an affordable housing goal that by 2020, affordable units would equal seven percent of all units amounting to an increase of 184 units in five years.

In their role as Owner, Council reviewed three site plan options for 1450-1460 Park Avenue in their Work Session on October 29, 2015. Council requested additional information regarding parking requirements. In addition, Council requested additional information and more time to discuss the options for treatment of two historic homes on the site. This report provides that information.

Respectfully:

Rhoda Stauffer, Housing Specialist

City Council
Staff Report

Sustainability

Author: **Rhoda Stauffer**
Subject: **Planning for 1450/60 Park Avenue**
Date: **November 19, 2015**
Type of Item: **Work Session**

RECOMMENDATION: Staff is seeking direction from City Council in their role as owner, regarding site-plans and treatment of historic structures at the RDA-owned property located at 1450-1460 Park Avenue. Staff is recommending site-plan Option A104. Staff further recommends that Council, in its role as Owner, discuss the preservation options for the property and provide direction to staff on whether to make application to the HDDR process for either stabilization-in-place or panelization.

EXECUTIVE SUMMARY: The City Council has established Housing as one of its three critical priorities. Furthermore, City Council has stated, in their Desired Outcomes, that they would like to make it possible for more people to live and work locally. In its 2015 City Council Retreat in February, the Council established an affordable housing goal that by 2020, affordable units would equal seven percent of all units amounting to an increase of 184 units in five years.

In their role as Owner, Council reviewed three site plan options for 1450-1460 Park Avenue in their Work Session on October 29, 2015. Council requested additional information regarding parking requirements. In addition, Council requested additional information and more time to discuss the options for treatment of two historic homes on the site.

ACRONYMS USED IN THIS REPORT:

ADA = Americans with Disabilities Act
BR = Bedroom
CUP = Conditional Use Permit
HDDR= Historic District Design Review
HPB = Historic Preservation Board
LMC = Land Management Code
RDA = Redevelopment Agency
s.f. = square feet

BACKGROUND: At the March 5, 2015 City Council meeting, staff requested direction from City Council in their role as owner regarding the disposition and development of the RDA-owned property at 1450-1460 Park Avenue. Of the four proposals presented, Council chose the option of a city-sponsored development and chose single family homes as a preference for type of unit.

On October 29, 2015 staff presented three site plans for City Council review and discussion. All three site plans maximized the number of units that can be built on the .42 acre property without requiring exceptions to existing code which is six new houses in addition to the two historic structures. All three site plans also proposed four two-bedroom units of 900 s.f. and four one-bedroom units between 650 to 730 s.f. Option A101 proposed eight detached houses with the historic structures unmoved, creating a confined feel and somewhat cluttered layout when room for 16 parking spaces, snow storage, sheds and trash toters are included. Option A102 retained the historic homes in their existing spot and proposed duplexes for the six new units which freed up space for a more orderly feel and additional open space. Option A103 returned to detached houses, but proposed moving the historic homes forward to the current set-back requirements which freed up space, resulting in a more orderly layout and a comfortable neighborhood feel.

There was general consensus from Council to move forward with the following components:

- Cottage designs;
- Detached houses;
- Preservation of the two historic properties as one-bedroom homes with ADA compatibility and features that are conducive to active aging lifestyles; and
- Submission of an application to HDDR to move the historic homes forward on the lots to be consistent with the streetscape and other historic homes on Park Avenue.

City Council asked staff to reconsider the following items:

- Unit mix: wondering if a 3BR home could be incorporated into the site plan;
- Unit size: wondering if one or more of the homes could be made any larger to incorporate other amenities such as a powder room; and
- Parking: wondering if some parking can be removed from the project to improve the site plan.

Council did not reach consensus on the preservation approach for the historic homes that it would like to pursue as the property owner in its application to the HDDR process. This discussion was continued to this meeting. In the interim, staff arranged additional site visits with its engineering consultant for Council. Planning staff will conduct a study session on preservation processes prior to this work session.

Today, staff brings the additional information and options for Council to discuss and provide direction to staff. Staff worked with the project architects Hans Cerny and Matthew Schexnyder of Caddis Architecture in developing additional site plans for Council consideration which can be found in Exhibit A. Exhibit B are the original site plans reviewed at the October 29, 2015 Council Work Session. In light of Council's new Critical Priority regarding energy consumption, Caddis Architecture has also begun the planning work to achieve net zero homes in this development.

ANALYSIS: Staff requests that City Council continue the discussion begun at the October 29, 2015 Work Session and provide direction for both the desired site-plan as well as preferred option regarding the treatment of the historic properties to be proposed to the Planning Director, Chief Building Official and Historic Preservation Board. Once a site plan is chosen, Caddis Architecture will be able to determine how much each building envelope can be adjusted or enlarged to accommodate additional interior space for options such as: additional storage, powder rooms or half-baths, and/or greater square footage for living/dining/kitchen areas.

The 1450-1460 Park Avenue project is also an excellent candidate for a net zero pilot project. The design goals to reach this include:

- A high performance thermal envelope;
- Double stud cellulose walls;
- Triple-paned windows; and
- Advanced air sealing techniques which will significantly reduce heating loads.

These elements, combined with the small size of the units make it challenging to heat with conventional systems, but will allow for innovative systems that are more cost effective while using 'off-the-shelf' technology. One possibility would be a combination of mini-split air source heat pumps (which now operate at temperatures down to -13F) and inexpensive baseboard heat for backup/supplementation. Further analysis may show that the most cost effective solution would be to simply use baseboard heat with a solar photovoltaic system to offset the additional consumption of the baseboard heat.

A. *Site Plans:* Based upon Council input, staff has developed a set of project goals for the revised site plans:
   - Maximize the number of units that can be built (without requesting special waivers or exceptions) to meet the affordable homeownership needs of employees working in Park City;
   - Design the units in accordance with Council's preference for detached houses in a neighborhood environment; and
   - Reduce parking from 16 to 12 spaces (requirement is two spaces per new home built which is six units and therefore twelve spaces) in order to maximize on open space and encourage reduction in the carbon footprint.

Please note that once a decision is made on site plan, Caddis Architecture will be able to adjust individual unit envelopes. There is potential for including a bit more square footage in each unit to accommodate a half-bath, powder room, expanded storage or living space. However, it is premature to contemplate specific square footage until a site plan is chosen.

In Exhibit A are three site plan options. Please note that Exhibit B is the package of original site plans presented at the October 29, 2015 Council Work Session.

1. Option A103 remains the same as it was at the October 29, 2015 meeting (see Exhibit B for original site plan proposals) with the following adjustments:

a) The one-bedroom units (G & H) have been enlarged to two-bedroom units of 900 square feet.
b) Unit F has been enlarged to a three bedroom unit of 1,200 square feet.

Staff does not recommend this option for the following reasons:

a) With the larger units and no reduction in parking spaces, the open space is reduced.
b) When walking paths, driveways and parking areas are all included, the site plan becomes crowded and has a closed-in feel.

2. Option A104 is the same as A103 with the only difference being a reduction in parking spaces provided on site. This is the site plan that staff recommends for the following reasons:
    a) Requires no exceptions to existing code;
    b) Increases usable open space in the courtyard and between houses which creates a more breathable feel for the whole neighborhood;
    c) Will allow a slight enlargement of each unit to accommodate adding a powder room or additional storage space; and
    d) Encourages homeowners to reduce their carbon footprint by reducing spaces provided to one per house and four for visitors.

3. Option A105 also reduces the parking by four spaces and moves them to the periphery of the property. The houses are moved closer to property lines and the courtyard becomes a larger open space. This is the best site plan for the central courtyard providing a nice space conducive to neighborhood gatherings, children's play areas and/or garden plots. While this plan is very attractive, the disadvantages are as follows:
    a) It could result in more time for approvals since it will require submission of a CUP application that must be reviewed by the Planning Commission. Since an HDDR application is required for treatment of the historic homes, a CUP application could be processed simultaneously, however there is still likelihood of added time for review.
    b) The parking on Sullivan is directly adjacent to the soft ball field that is highly programed during summer months. Errant soft balls are bound to hit cars and the cars of players will likely have to be towed on a regular basis from the private parking area.

Staff is requesting Council discussion on the revised site plans. Staff's preferred site plan is OptionA104. Is Council ready to proceed with this site plan or is there additional information requested?

- *Treatment of Historic Homes:*

The outline of the original 1904 structures can be found on page 6 of Exhibit B (Structural Conditions report and recommendation). Designs included in Exhibit A

propose adding square footage on the backs of each historic structure to create a marketable product. The resulting design creates one bedroom homes of 650 and 730 square feet. The intent is to honor the original historic structures as well as the 1904 Park Avenue streetscape.

On May 13, 2015, IHI Terracon conducted a series of surveys on both historic houses for the presence of asbestos, black mold and any other toxic environmental issues. Terracon is an Asbestos Hazard Emergency Response Act (AHERA)-accredited and State of Utah-certified inspector. The tests revealed significant issues with both historic houses. Levels of asbestos were found in interior walls, flooring and ceiling as well as exterior roofs and siding. Black mold was also found in the interiors as well as mercury laden thermostats and light fixtures. As per federal and state law, remediation will have to occur by IHI Terracon in partnership with certified remediation experts who are license in disposal of regulated environmental hazards.

An interior and exterior assessment was completed on October 2, 2015 by Joseph D. Crilly – Licensed Structural Engineer – of CTS Engineering in order to prepare a cost estimate to stabilize the structures for relocation so that footings and foundations could be completed. In his inspection, Mr. Crilly identified factors leading him to determine that the houses are in dangerous condition. Chimneys in both houses are not attached resulting in highly unstable roofs with the likelihood of roof collapse in the near future were Park City to have a normal snow-fall year. In addition, significant fire damage to a portion of the rafters in 1460 increases the instability of that roof. There are no foundations in these homes and when the original historic structures are moved to place footings and foundations, the structures will be further destabilized.

Although Mr. Crilly's resulting recommendation is disassembly and reassembly (panelization), an analysis of the other options (other than panelization) will be provided at the November 19 meeting as well. **Ultimately, the Planning Department and likely HPB, pursuant to the pending ordinance, would need to determine whether the structures meet Section 15-11-14 of the LMC, which establishes limits for panelization.** Staff seeks Council's direction to apply for such determination. The following outlines the criteria under which panelization could be considered:

15-11-14. DISASSEMBLY AND REASSEMBLY OF A HISTORIC BUILDING OR HISTORIC STRUCTURE. It is the intent of this section to preserve the Historic and architectural resources of Park City through limitations on the disassembly and reassembly of Historic Buildings, Structures, and Sites.

(A) CRITERIA FOR DISASSEMBLY AND REASSEMBLY OF THE HISTORIC BUILDING(S) AND/OR STRUCTURE(S) ON A LANDMARK SITE OR SIGNIFICANT SITE. In approving a Historic District or Historic Site design review Application involving disassembly and reassembly of the Historic Building(s) and/or Structure(s) on a Landmark Site or Significant Site, the Planning Department shall find the project complies with the following criteria:

(1) A licensed structural engineer has certified that the Historic Building(s) and/or Structure(s) cannot reasonably be moved intact; or

(2) The proposed disassembly and reassembly will abate demolition of the Historic Building(s) and/or Structure(s) on the Site; or

(3) The Historic Building(s) and/or Structure(s) are found by the Chief Building Official to be hazardous or dangerous, pursuant to Section 116.1 of the International Building Code; or
(4) The Planning Director and the Chief Building Official determine that unique conditions and the quality of the Historic preservation plan warrant the proposed disassembly and reassembly

Staff is requesting Council direction – in its role as Owner –on how it wishes to move forward with an application for the historic preservation process to the HDDR.

	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	+	(+/-) Residents live and work locally	(+/-) Fiscally and legally sound
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive ↑	Neutral ⇔	Very Positive ↑	Positive ⇧

Comments: Utilizing city-owned property for workforce housing is cost effective and meets Council's top goals.

DEPARTMENT REVIEW

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

Funding Source: Activities proposed in this report have existing funding sources.

Recommendation

Staff is seeking direction from City Council in their role as owner, regarding site-plans and treatment of historic structures at the RDA-owned property located at 1450-1460 Park Avenue. Staff is recommending site-plan Option A104. Staff further recommends that Council, in its role as Owner, discuss the preservation options for the property and provide direction to staff on whether to make application to the HDDR process for either stabilization-in-place or panelization.

Attachments:

- Exhibit A – Architectural Designs from Caddis Architects
- Exhibit B – Site Plans presented at the October 29, 2015 Council Meeting
- Exhibit C – Structural conditions report from Joseph D. Crilly, CTS Engineering

caddis
Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE. AFFORDABLE HOUSING

DEVELOPMENT OPTION SUMMARY:

The development option illustrated here proposes to relocate existing historic structures forward to the Park Ave setback as part of required structural preservation measures. Relocating the existing historic structures allows for additional open space between single family dwellings, all parking within sideyard setbacks, and convenient snow storage locations and capacity.

DEVELOPMENT OPTION DATA:

(2 UNITS) 1 BEDROOM, HISTORIC RENOVATION
(5 UNITS) 2 BEDROOM, SINGLE FAMILY
(1 UNIT) 3 BEDROOM, SINGLE FAMILY
(16) PARKING SPACES

UNIT DATA:

HISTORIC UNIT A (1460 PARK AVE)			1 BR	650 SF
HISTORIC UNIT B (1450 PARK AVE)			1 BR	730 SF
UNIT C	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT D	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT E	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT F	SINGLE FAMILY	2 STORY	3 BR	1200 SF
UNIT G	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT H	SINGLE FAMILY	2 STORY	2 BR	900 SF

N

SITE PLAN - OPTION 3

A103

0' 10' 20' 40'

1" = 20'-0"

11.05.2015

PROJECT # 1521

CADDIS PC

caddis
Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE. AFFORDABLE HOUSING

DEVELOPMENT OPTION SUMMARY:

The development option illustrated here proposes to relocate existing historic structures forward to the Park Ave setback as part of required structural preservation measures. Relocating the existing historic structures allows for additional open space between single family dwellings, all parking within sideyard setbacks, and convenient snow storage locations and capacity. With parking reduced to (12) using historic district off-street parking exemption, the proposed sideyard drive lanes are shortened while allowing for additional building separation.

DEVELOPMENT OPTION DATA:

(2 UNITS) 1 BEDROOM, HISTORIC RENOVATION
(5 UNITS) 2 BEDROOM, SINGLE FAMILY
(1 UNIT) 3 BEDROOM, SINGLE FAMILY
(12) PARKING SPACES

UNIT DATA:

HISTORIC UNIT A (1460 PARK AVE)			1 BR	650 SF
HISTORIC UNIT B (1450 PARK AVE)			1 BR	730 SF
UNIT C	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT D	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT E	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT F	SINGLE FAMILY	2 STORY	3 BR	1200 SF
UNIT G	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT H	SINGLE FAMILY	2 STORY	2 BR	900 SF

N

SITE PLAN - OPTION 4

A104

0' 10' 20' 40'

1" = 20'-0"

11.05.2015

PROJECT # 1521

CADDIS PC

caddis
Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE. AFFORDABLE HOUSING

DEVELOPMENT OPTION SUMMARY:

The development option illustrated here proposes to relocate existing historic structures forward to the Park Ave setback as part of required structural preservation measures. Relocating the existing historic structures allows for additional open space between single family dwellings, all parking within sideyard setbacks, and convenient snow storage locations and capacity. With parking reduced to (12) using historic district off-street parking exemption, removal of sideyard drive lanes, and locating new structures to the sideyard setbacks, the interior courtyard and landscaped lot areas are increased.

DEVELOPMENT OPTION DATA:

(2 UNITS) 1 BEDROOM, HISTORIC RENOVATION
(5 UNITS) 2 BEDROOM, SINGLE FAMILY
(1 UNIT) 3 BEDROOM, SINGLE FAMILY
(12) PARKING SPACES

UNIT DATA:

HISTORIC UNIT A (1460 PARK AVE)			1 BR	650 SF
HISTORIC UNIT B (1450 PARK AVE)			1 BR	730 SF
UNIT C	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT D	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT E	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT F	SINGLE FAMILY	2 STORY	3 BR	1200 SF
UNIT G	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT H	SINGLE FAMILY	2 STORY	2 BR	900 SF

N

SITE PLAN - OPTION 5

A105

0' 10' 20' 40'

1" = 20'-0"
11.05.2015
PROJECT # 1521
CADDIS PC

caddis
Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

DEVELOPMENT OPTION SUMMARY:

Option 1 proposes at add (6) single family residences in addition to historic renovations of the existing residential structures. This option proposes to locate some required (tandem) parking within side yard setbacks, accessed by two drives at the interior property lines.

DEVELOPMENT OPTION DATA:

(2 UNITS) 1 BEDROOM, HISTORIC RENOVATION
(2 UNITS) 1 BEDROOM, SINGLE FAMILY
(4 UNITS) 2 BEDROOM, SINGLE FAMILY
(16) PARKING SPACES

UNIT DATA:

HISTORIC UNIT A (1460 PARK AVE)			1 BR	650 SF
HISTORIC UNIT B (1450 PARK AVE)			1 BR	730 SF
UNIT C	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT D	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT E	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT F	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT G	SINGLE FAMILY	1 STORY +LOFT	1 BR	650 SF
UNIT H	SINGLE FAMILY	1 STORY +LOFT	1 BR	650 SF

N

SITE PLAN - OPTION 1
A101

0' 10' 20' 40'
1" = 20'-0"
10.16.2015
PROJECT # 1521
CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

SITE SOUTH ELEVATIONS - OPTION 1

A311

0' 5' 10' 20'

1" = 10'-0"

10/16/15

PROJECT # 1521

CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

SULLIVAN RD ELEVATIONS - OPTION 1

A312

0' 5' 10' 20'

1" = 10'-0"

10/16/15

PROJECT # 1521

CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

SITE NORTH ELEVATIONS - OPTION 1

A313

0' 5' 10' 20'

1" = 10'-0"

10/16/15

PROJECT # 1521

CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

PARK AVE ELEVATIONS - OPTION 1

A314

0' 5' 10' 20'

1" = 10'-0"

10/16/15

PROJECT # 1521

CADDIS PC

caddis
Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

DEVELOPMENT OPTION SUMMARY:

Option 2 proposes at add (3) duplexes in addition to historic renovations of the existing residential structures. This option allows for all required parking to be located within side yard setbacks, accessed by two drives at the interior property lines.

DEVELOPMENT OPTION DATA:

(2 UNITS) 1 BEDROOM, HISTORIC RENOVATION
(2 UNITS) 1 BEDROOM, DUPLEX
(4 UNITS) 2 BEDROOM, DUPLEX
(16) PARKING SPACES

UNIT DATA:

HISTORIC UNIT A (1460 PARK AVE)			1 BR	650 SF
HISTORIC UNIT B (1450 PARK AVE)			1 BR	730 SF
UNIT C	DUPLEX	2 STORY	2 BR	900 SF
UNIT D	DUPLEX	2 STORY	2 BR	900 SF
UNIT E	DUPLEX	2 STORY	2 BR	900 SF
UNIT F	DUPLEX	2 STORY	2 BR	900 SF
UNIT G	DUPLEX	1 STORY +LOFT	1 BR	650 SF
UNIT H	DUPLEX	1 STORY +LOFT	1 BR	650 SF

SITE PLAN - OPTION 2
A102

0' 10' 20' 40'

1" = 20'-0"
10.16.2015
PROJECT # 1521
CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

SITE SOUTH ELEVATIONS - OPTION 2

A321

0' 5' 10' 20'

1" = 10'-0"

10/16/15

PROJECT # 1521

CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

SULLIVAN RD ELEVATIONS - OPTION 2

A322

0' 5' 10' 20'

1" = 10'-0"

10/16/15

PROJECT # 1521

CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

SITE NORTH ELEVATIONS - OPTION 2

A323

0' 5' 10' 20'

1" = 10'-0"

10/16/15

PROJECT # 1521

CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

PARK AVE ELEVATIONS - OPTION 2

A324

0' 5' 10' 20'

1" = 10'-0"

10/16/15

PROJECT # 1521

CADDIS PC

caddis
Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

DEVELOPMENT OPTION SUMMARY:

Development option 3 proposes to relocate existing historic sturctures forward to the Park Ave setback as part of required structural preservation measures. Relocating the existing historic structures allows for additional open space between single family dwellings, all parking within sideyard setbacks, and convenient snow storage locations and capacity.

DEVELOPMENT OPTION DATA:

(2 UNITS) 1 BEDROOM, HISTORIC RENOVATION
(2 UNITS) 1 BEDROOM, SINGLE FAMILY
(4 UNITS) 2 BEDROOM, SINGLE FAMILY
(16) PARKING SPACES

UNIT DATA:

HISTORIC UNIT A (1460 PARK AVE)			1 BR	650 SF
HISTORIC UNIT B (1450 PARK AVE)			1 BR	730 SF
UNIT C	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT D	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT E	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT F	SINGLE FAMILY	2 STORY	2 BR	900 SF
UNIT G	SINGLE FAMILY	1 STORY +LOFT	1 BR	650 SF
UNIT H	SINGLE FAMILY	1 STORY +LOFT	1 BR	650 SF

N

SITE PLAN - OPTION 3
A103

0' 10' 20' 40'

1" = 20'-0"
10.16.2015
PROJECT # 1521
CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

SITE SOUTH ELEVATIONS - OPTION 3

A331

0' 5' 10' 20'

1" = 10'-0"

10/16/15

PROJECT # 1521

CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

SULLIVAN RD ELEVATIONS - OPTION 3

A332

0' 5' 10' 20'

1" = 10'-0"

10/16/15

PROJECT # 1521

CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

SITE NORTH ELEVATIONS - OPTION 3

A333

0' 5' 10' 20'

1" = 10'-0"

10/16/15

PROJECT # 1521

CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING

PARK AVE ELEVATIONS - OPTION 3

A334

0' 5' 10' 20'

1" = 10'-0"

10/16/15

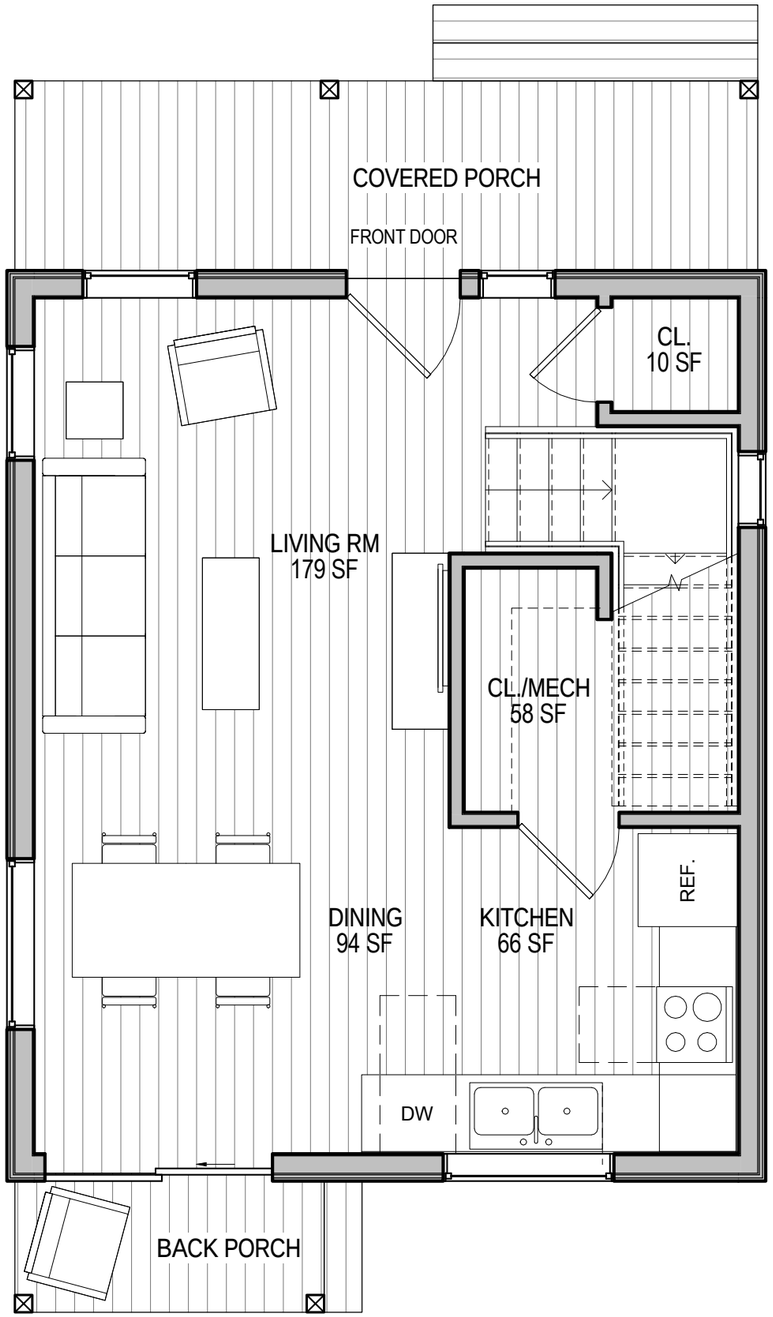
PROJECT # 1521

CADDIS PC

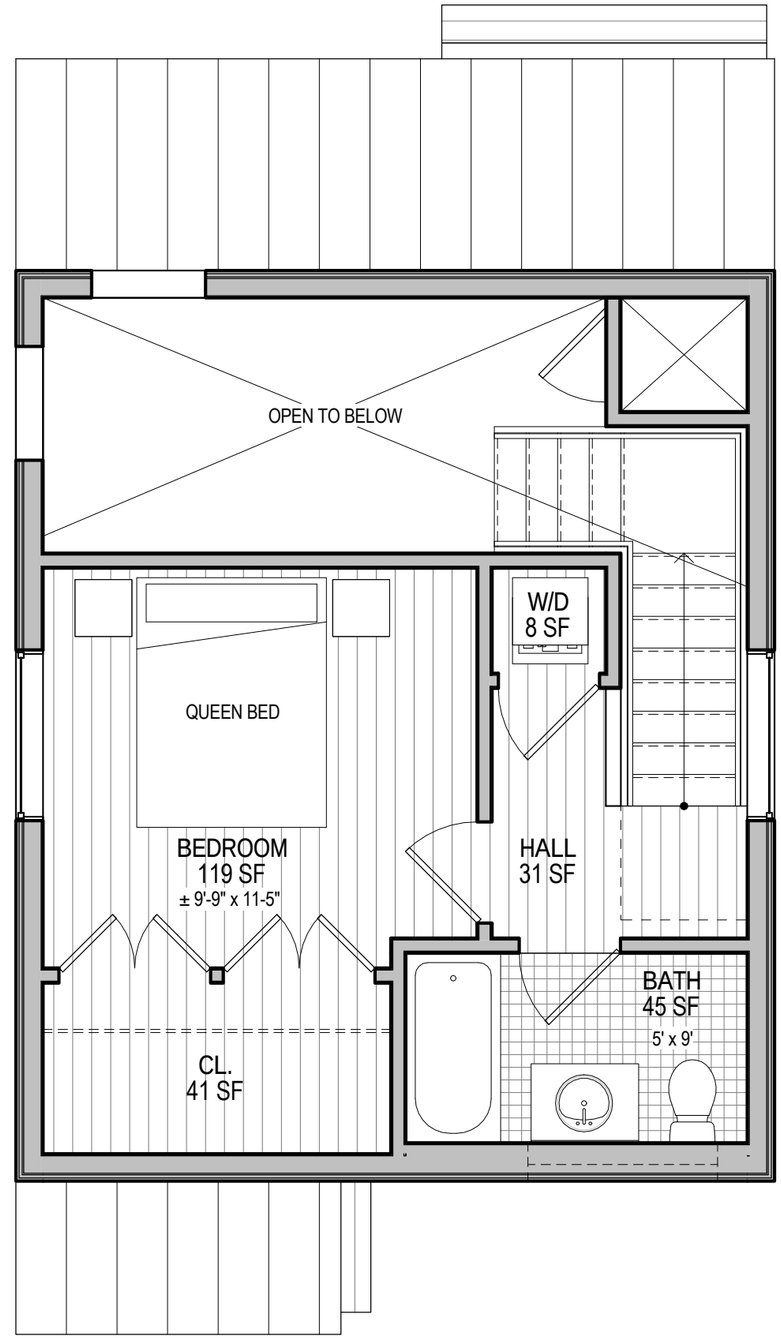
Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING



1 TYPE A - LVL1
1/4" = 1'-0"



2 TYPE A - LVL2
1/4" = 1'-0"

NORTH
(TYPICAL)

0' 2' 4' 8'

TYPE A FLOORPLANS

A111

1/4" = 1'-0"

10.16.2015

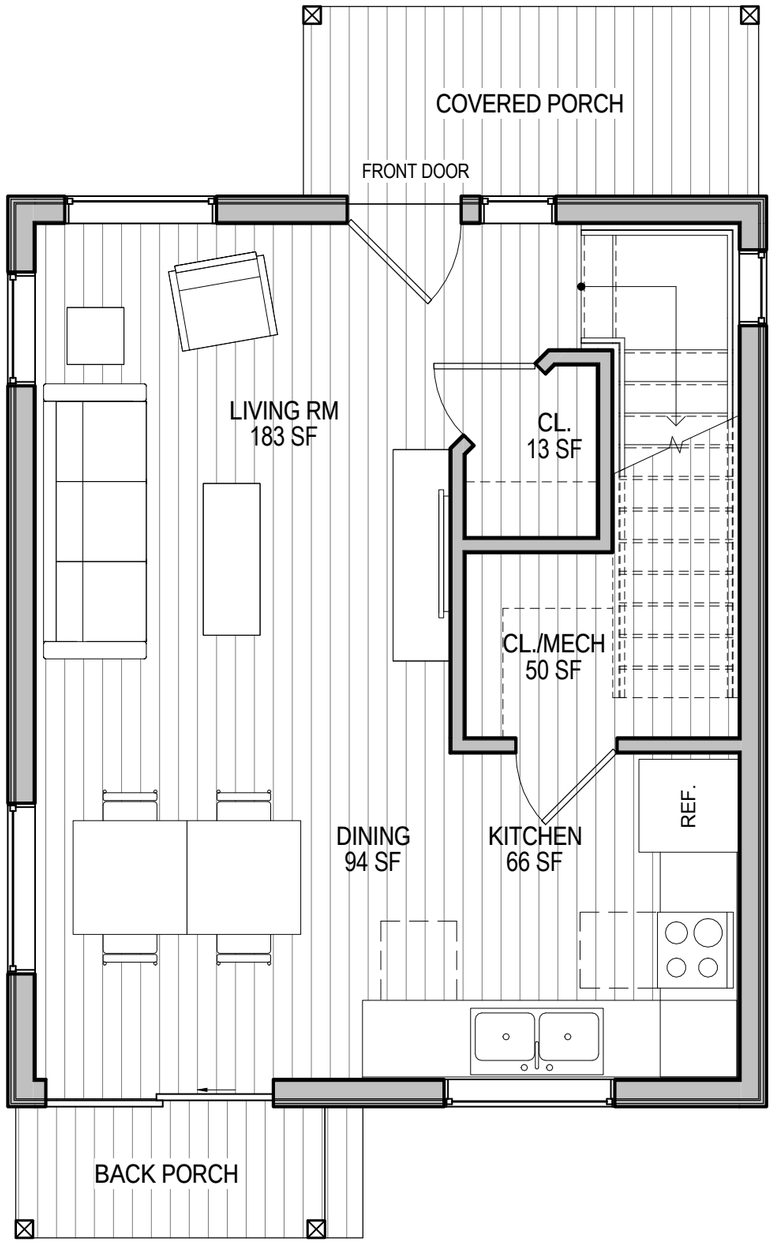
PROJECT # 1521

CADDIS PC

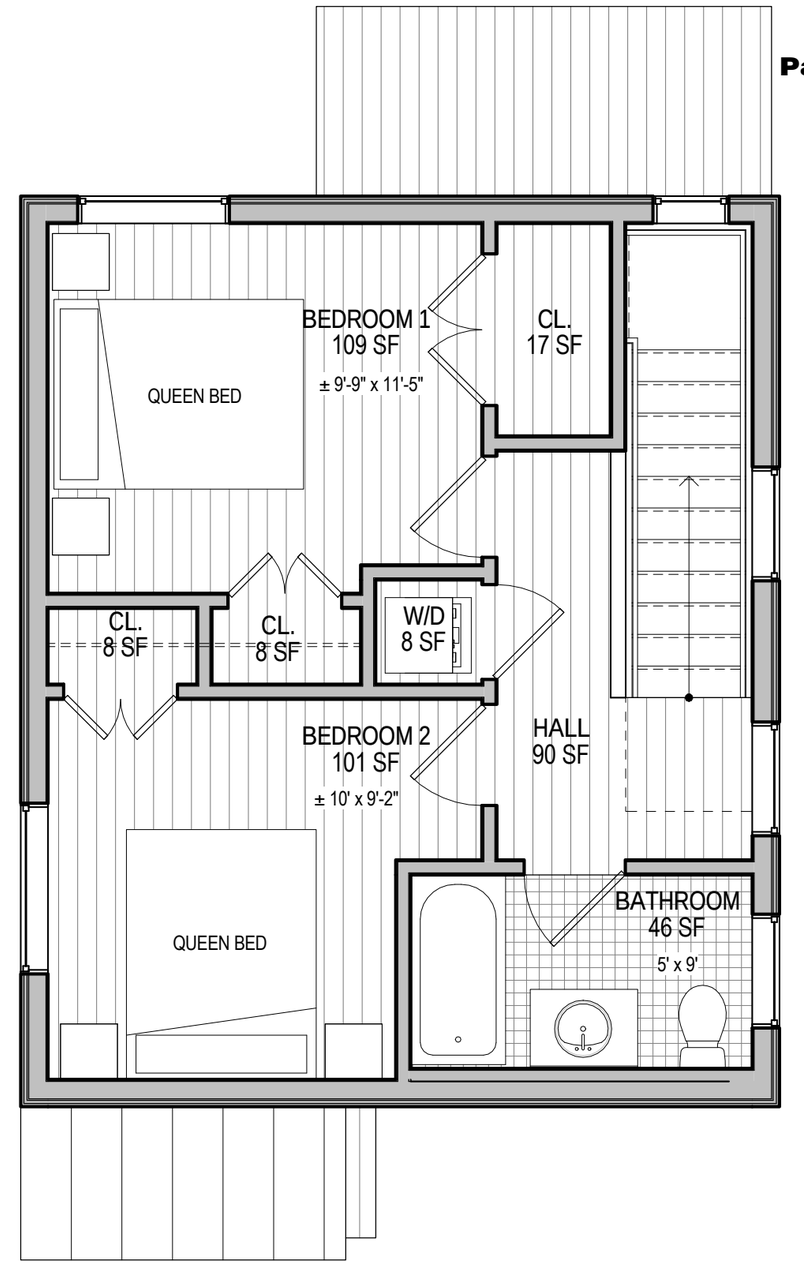
Caddis Architecture, pc.

Park City Municipal Corporation

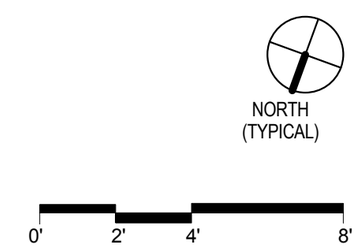
1450/1460 PARK AVE.
AFFORDABLE HOUSING



1 TYPE B - LVL1
1/4" = 1'-0"



2 TYPE B - LVL2
1/4" = 1'-0"



TYPE B FLOORPLANS

A112

1/4" = 1'-0"

10.16.2015

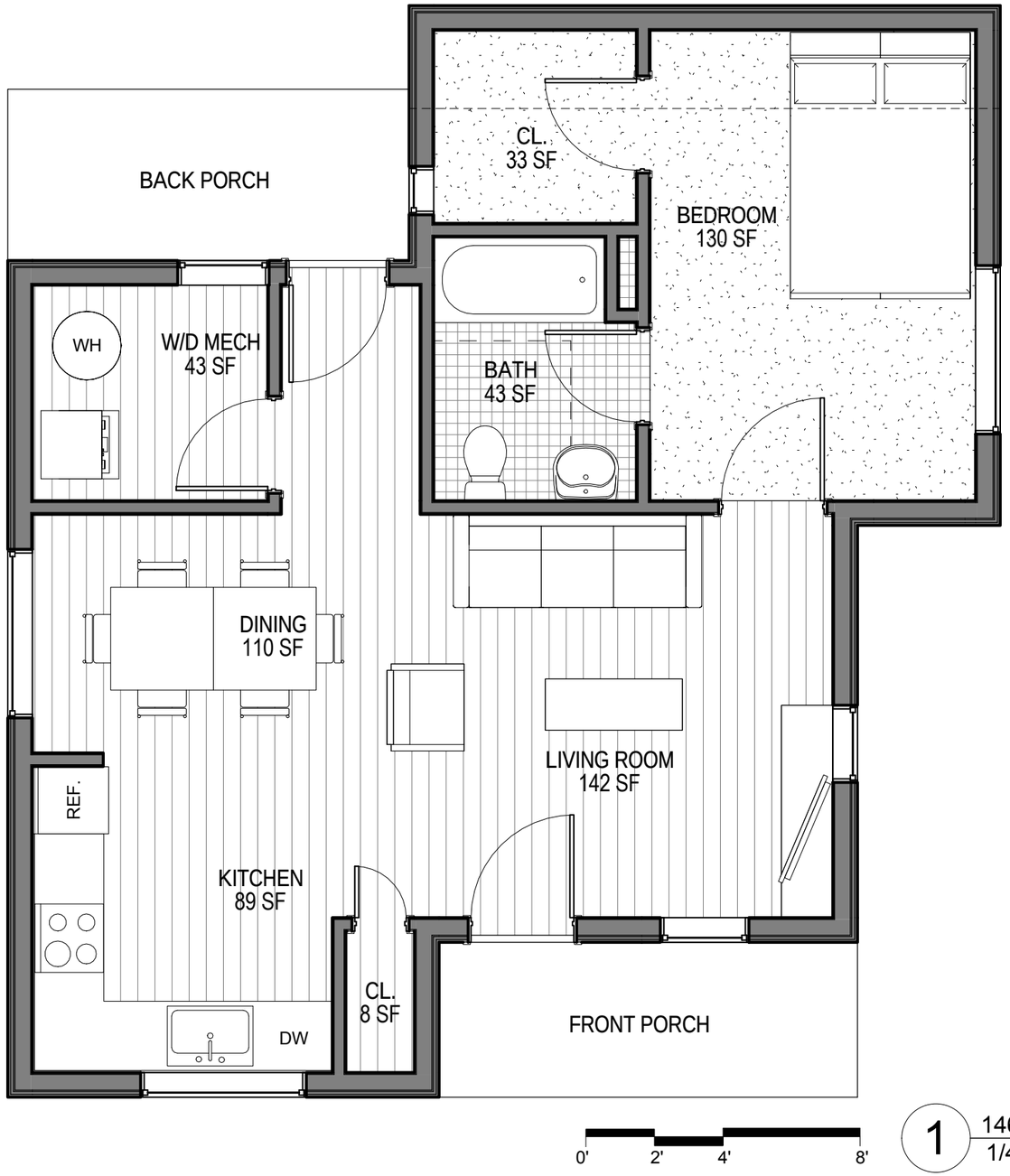
PROJECT # 1521

CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING



1 1460A - LVL1
1/4" = 1'-0"

HISTORIC A - 1460 PARK AVE FLOORPLAN

A113

1/4" = 1'-0"

10/16/15

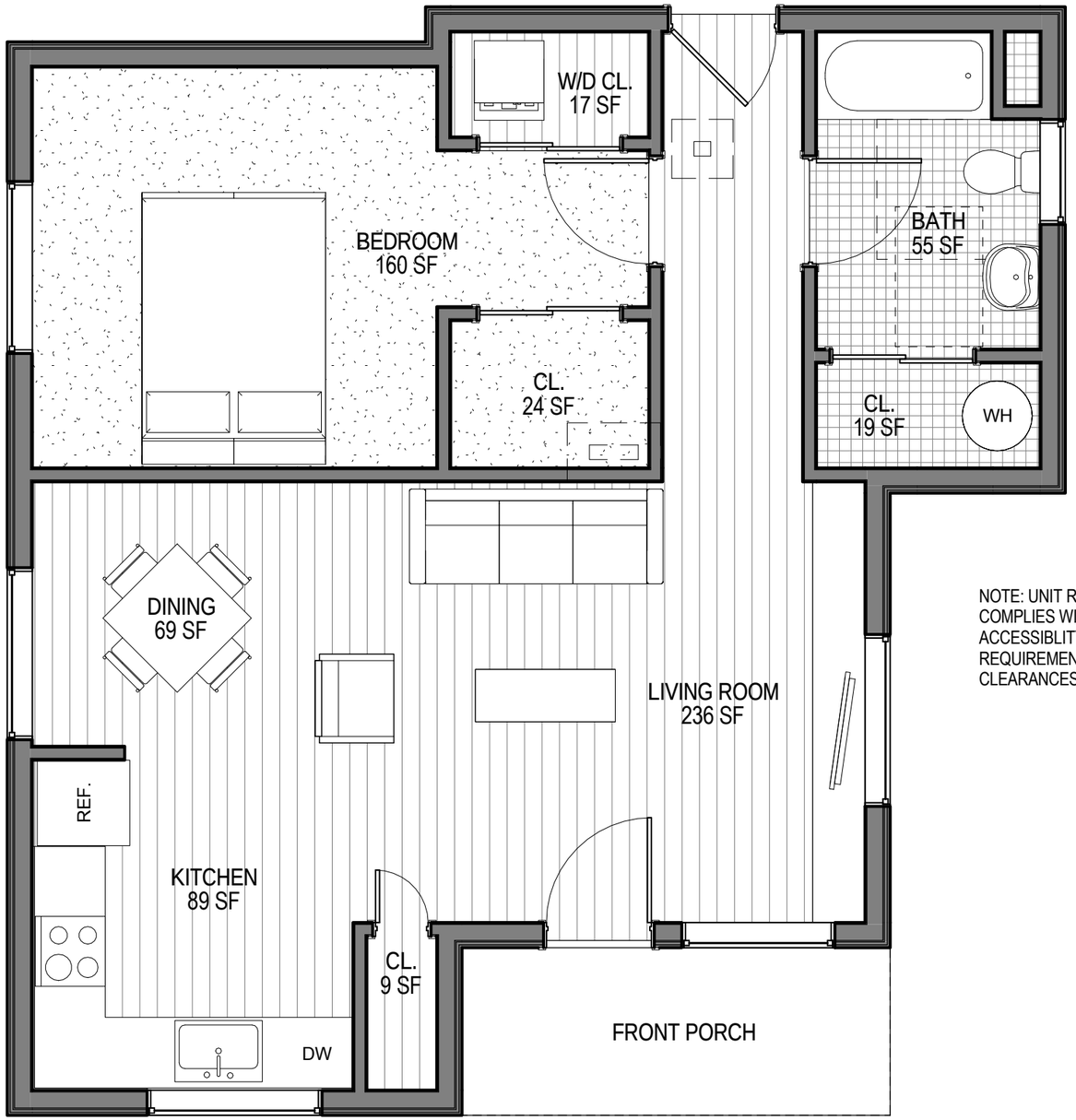
PROJECT # 1521

CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.
AFFORDABLE HOUSING



NOTE: UNIT REMODEL COMPLIES WITH ACCESSIBLITY, TYPE B REQUIREMENTS AND CLEARANCES

0' 2' 4' 8'

1 1450B - LVL1
1/4" = 1'-0"

HISTORIC B - 1450 PARK AVE FLOORPLAN

A114

1/4" = 1'-0"

10/16/15

PROJECT # 1521

CADDIS PC

Caddis Architecture, pc.

Park City Municipal Corporation

1450/1460 PARK AVE.

AFFORDABLE HOUSING

ARCHITECTURAL CHARACTER IMAGES

10.16.2015

PROJECT # 1521

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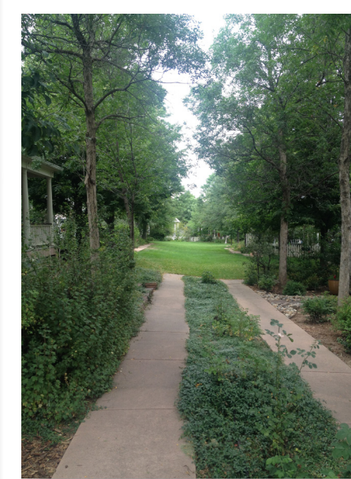
1450/1460 PARK AVE.
AFFORDABLE HOUSING



SITE CHARACTER IMAGES

10.16.2015
PROJECT # 1521
CADDIS PC

CTS
ENGINEERING
4625 South 2300 East, Suite 105, Holladay, UT 84117
Phone 801-274-2831 Fax 801-274-2832
joe@ctsengineering.net
www.ctsengineering.net

COMMITMENT TO ENGINEERING EXCELLENCE AND SERVICE

October 9, 2015

Rhoda Stauffer
Housing Specialist
Park City Building Department,
Park City, Utah

Ref: 1460 and 1450 Park Ave
Park City, Utah
Structural Review

Dear Rhoda;

Please find the attached site report. I have found both the buildings to be considered dangerous. This is based on three elements meeting the definition of dangerous in the 2012 IBC chapter 1.

1. The chimneys are appurtenances that pose a significant risk of collapse, detachment or dislodgement under service loads, wind or seismic.
2. The fire damage has caused half the roof on 1460 to pose a significant danger of collapse due to loos of member size.
3. The roofs as constructed and analyzed with 60% of design snow loads exceed all allowable loads elements are engineered to carry.

If there are any additional questions please do not hesitate to call or contact me at the address above.

Sincerely,

LICENSED STRUCTURAL ENGINEER
No. 9270281
JOSEPH D. CRILLY
STATE OF UTAH

10/10/2015

Joseph D. Crilly, PE, SE
President,
CTS Engineering, P.C.

4652 South 2300 West, Suite 105,Holladay, UT 84117
Phone 801-274-2831 Fax 801-274-2832
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E N G I N E E R I N G *COMMITMENT TO ENGINEERING EXCELLENCE AND SERVICE*

Project Name: Park City Historic Home Location: 1460 and 1450 Park Ave. Park City, Utah
Report Date: October 2, 2015

Site Visit Report

Date September 29, 2015 Time of arrival: 1 pm
Weather Sunny cool Time of departure: 4:30 pm

Present at meeting: Name	Company
Joe Crilly	CTS Engineering

Observations:

This is a preliminary report on the structural conditions of the two homes located at 1450 and 1460 Park Avenue. The investigation involved entering the attic area where possible, and removing "wall board" on the interior to determine the wall structure.

It is believed the structures were constructed in the 1800's with additions to the east end of each structure since that time. The original structures foot print is outlined in orange highlighter on the attached drawings. Attached is a description of the structural systems.

The roof structure on Building 1460 has been severely damage by a fire. This occurred sometime prior to the lower slope roof

Distributed to: Name &	Company
Steve Brown	
Rhoda Stauffer	Park City
Hans Cerny	Caddis Architecture
Matthew Schexnyder	Caddis Architecture

Summary of findings and recommendations:

The structures at 1460 and 1450 were constructed over several time periods. Based on the uniformity, layout roof framing and fire damage which didn't damage the newer framing, the original structures were L shaped with two gable roofs lines intersecting on the west side of the structures.

Due to the fire damage in 1460, and the lack of sheathing, below capacity (snow loads) roof system, appurtenances (masonry chimneys, lack of any functional structural wall system, and floor framing bearing on pieces of wood and stone,) I consider both these structures to meet the dangerous criteria of the IBC chapter. The fire damaged in 1460 definitely raises the structural condition of the roof in that structure to dangerous, the masonry chimneys and roof framing in 1450 raises that structure to be considered dangerous.

The safest way to preserve the historical portions of the buildings is to disassemble the structure and preserve the clapboard wall siding to rebuild identical structures, that meet the exact dimensions of these two structures Disassembly should be completed as soon as possible to avoid another season of snow loads on the buildings, that are now unheated and therefore experiencing larger snow loads.

Pictures from the site visit are on the following pages:

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joe@ctsengineering.net
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E N G I N E E R I N G *COMMITMENT TO ENGINEERING EXCELLENCE AND SERVICE*

Project Name: Park City Historic Home Location: 1460 and 1450 Park Ave. Park City, Utah
Report Date: October 2, 2015

View Of: Overall fire damage looking south in the attic.

Comments and Required Action:
Fire damaged framing will have to be removed and replaced.

View Of: Close up of fire damage

Comments and Required Action:
Fire damaged framing will have to be removed and replaced

View Of: Close up of fire damage

Comments and Required Action:
Fire damaged framing will have to be removed and replaced

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CTS ENGINEERING

COMMITMENT TO ENGINEERING EXCELLENCE AND SERVICE

Project Name: Park City Historic Home Location: 1460 and 1450 Park Ave. Park City, Utah
Report Date: October 2, 2015

View Of :

Framing over initial shingles.

Old shingles will need to be removed. New sheathing required beneath shingles.

View Of: Building 1450 Attic

Observation :

2x4 framing @ 24" + o..c.

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www.ctsengineering.net

E N G I N E E R I N G *COMMITMENT TO ENGINEERING EXCELLENCE AND SERVICE*

Project Name: Park City Historic Home Location: 1460 and 1450 Park Ave. Park City, Utah
Report Date: October 2, 2015

View Of: Building 1460 South elevation

Note low slope roof facing east, this area was over-framed after the fire which caused the damage indicated in the attic, based on the over-framing not being charred.

Structural Description:

Roof structure:

Chimneys there are multiple brick chimneys extending through the roof that pose a serious collapse hazard since they are supported on a wood frame in the attic. There is no seismic bracing or resistance in this construction and the chimneys would collapse on to the wood roof in a seismic event. the chimneys are not functioning and the must be removed.

The roof sheathing is 1 x 6 sheathing with large gaps between boards. In typical wood construction the wood roof sheathing is used as a diaphragm to transfer lateral wind and seismic loads across the structure. This type of construction has no diaphragm capacity and would have to be overlaid with new 1/2" or thicker sheathing.

Roof framing: The roof framing is with nominal 2x4s either to ridge board, butted to the opposite member, or in some cases not even reaching the ridge and a scabbed on 2x4 extends up to the ridge board. Despite having survived all these years the roof framing is grossly undersized and the entire system would have to be supplemented with new members parallel to the existing ones. The roof sags in certain areas and so framing would have to be added after the deflections were removed. A ridge beam and posts would have to be added. The post will have to extend down to the foundation or an intermediate beam.

Walls:

Several exterior walls are framed with 1 x 8 flat. All exterior walls would have to be rebuild and connected properly to the new roof structure. Since the new roof framing will be deeper than the existing 2x4 framing LVLs may have to be specified to be able notch the members to meet the existing wall plate height. This connection will require additional investigation. Required new wall studs would be 2x6 @ 16" o.c or 24" o.c.

Floor Framing:

The existing floor framing is 2x4 nominal framing at 24 or 16" o.c, supported every so often on a piece of wood, (the sizes vary) down to a rock or stone. Like the roof framing, the floor framing system would have to be completely rebuilt with parallel framing members, and a beam line.

Foundation system:

There is no foundation.

1 1450 PARK AVE
SCALE: 1/4" = 1'-0"

NORTH

FIRE DAMAGE ABOVE THIS AREA

2 1460 PARK AVE
SCALE: 1/4" = 1'-0"

NORTH

CTS ENGINEERING
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OWNER INFORMATION
PARK CITY MUNICIPAL CORP
P.O. BOX 1480
445 MARSAC AVE
PARK CITY, UTAH
84060

PROJECT
FORMER MINER'S RESIDENCE
1450 & 1460 PARK AVE
PARK CITY, UTAH
84060

SHEET NAME:

REVISIONS

#	DATE	DESCRIPTION

ISSUE DATA

PROJECT NUMBER:	15073
ISSUE DATE:	10/02/2015
DRAWN BY:	K. FARRELL
CHECKED BY:	J. CRILLY

SHEET NUMBER:

S101

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

Park City Municipal re-engaged with the community on community needs/ideas for the Lower Park Avenue area and how these identified needs/ideas might be addressed through the redevelopment of city-owned property following the annual Council Visioning session in February 2015. This period of intensive engagement and focus on Lower Park Avenue built upon the several years and multiple iterations of plans for the city-owned property outlined in the May 2014 <http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=12772>staff report. This report outlines the robust engagement process and input received during this process. It further describes the next phase to move towards implementation of the redevelopment efforts for city-owned property in the area.

Staff is requesting that City Council review the finding from the interviews and outreach, workshops and design studio conducted over the past nine months and provide staff with direction to proceed with a Request for Proposals to move the process from Phase 1: Community Engagement and Schematic Design to Phase 2: Pre-development in order to achieve housing and community goals in the Lower Park Avenue Redevelopment Area.

Respectfully:

Phyllis Robinson, Public & Community Affairs Manager

City Council
Staff Report

Subject:	**Lower Park Avenue City Owned Property Next Steps**
Author:	**Phyllis Robinson, Public Affairs Manager**
	Kim Clark, Community Engagement Project Manager
Department:	**Communications and Public Affairs**
Date:	**November 19, 2015**
Type of Item:	**Work Session**

Summary Recommendation:
City Council should review the findings from the interviews and outreach, workshops and design studio conducted over the past nine months for the city-owned properties in the Lower Park. Council should direct staff to proceed with a Request for Proposals to move the process from Phase 1: Community Engagement and Schematic Design to Phase 2: RFP Development in order to achieve housing and community goals in the Lower Park Avenue Redevelopment Area.

Executive Summary:
Park City Municipal re-engaged with the community on community needs/ideas for the Lower Park Avenue area and how these identified needs/ideas might be addressed through the redevelopment of city-owned property following the annual Council Visioning session in February 2015. This period of intensive engagement and focus on Lower Park Avenue built upon the several years and multiple iterations of plans for the city-owned property outlined in the May 2014 staff report. This report outlines the robust engagement process and input received during this process. It further describes the next phase to move towards implementation of the redevelopment efforts for city-owned property in the area. Staff is requesting authorization to move forward with a Request for Proposals for a suite of development services as the next step in that process.

Background:
Staff engaged with the community through formal and informal engagement approaches:

- Meetings and interviews with identified stakeholders including current and former users of city facilities in the study area, the senior center, Park City Foundation and its nonprofits, as well as area residents were conducted in March-April 2015. Further outreach to these groups was done again in October 2015.
- A community workshop with was held in May 2015
- A three-day Design Studio with ten design, development and planning professional was held in July 2015.
- Further interviews were conducted in September 2015
- Two community workshops were held in November 2015.
- An on-line input process was conducted through LetsTalkParkCity. All material was posted to the website. The City Council presentation by the Design Studio

team as well as the process itself was documented on video and made available on-line. A summary video of the process was also produced.
- A dedicated email address parkcitydesignstudio@gmail.com was established to provide input.
- The City Council held three public meetings on Lower Park Avenue design and redevelopment this summer: July 16, August 20 and September 3.
- Social media, on-line notification, direct email, radio, PSAs, newspaper articles and advertisements were used to notify people of upcoming meetings, materials.

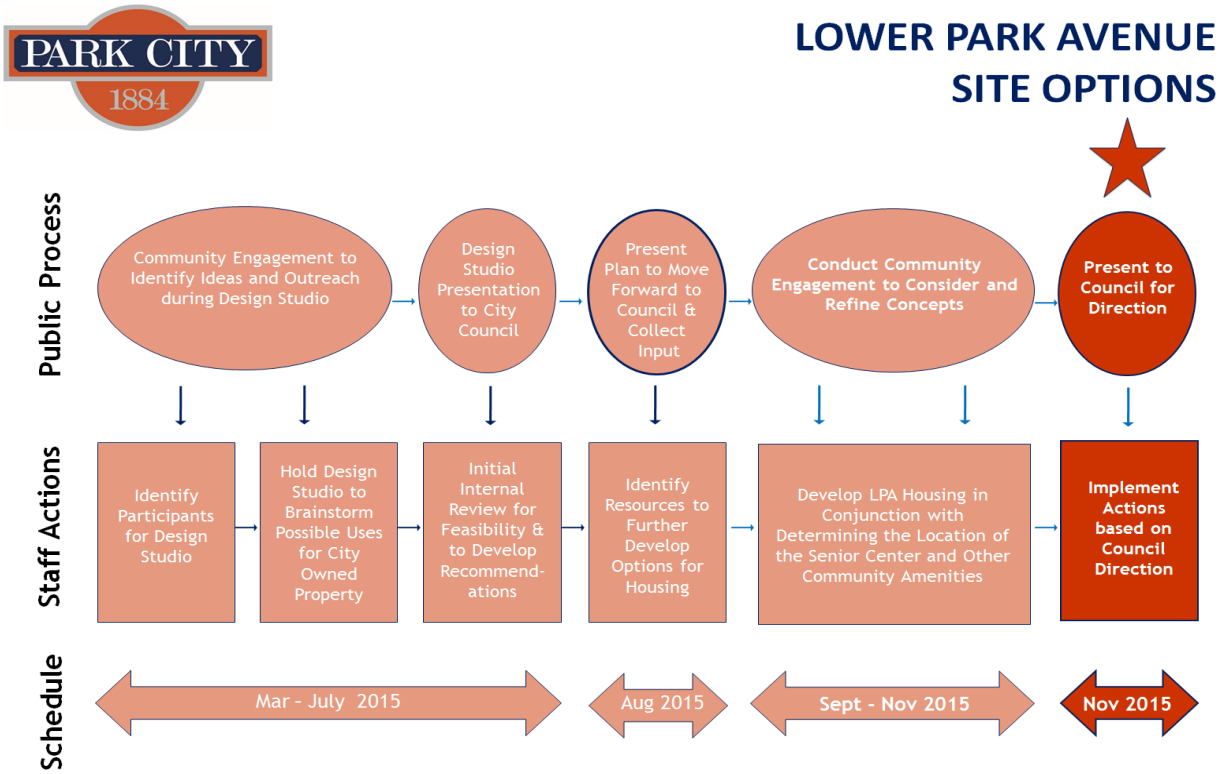
The July 16 work session was a presentation by the Design Studio team of its concepts created July 13-16. City Council began discussion all the public input received during its work session on August 20th. Council continued that discussion to its September 3 work session. At that meeting Council directed staff as follows:

- Remove the Library field from consideration as a site for housing, senior center or other community center-type development.
- Conduct follow-up outreach on community center needs and identify the pros and cons of each of the following locations: (Miners Hospital, fire station parcel, Mawhinney/Skate Park Lot, and Library parking pad) as sites for meeting those needs. This was requested because of Council desire to site community buildings prior to authorizing staff to move forward with housing plans for any of the properties. This assessment also considered if needs were being fulfilled, or could be fulfilled at the Library.
- Return to City Council in November with this information, along with a complete package of outreach materials and input received.

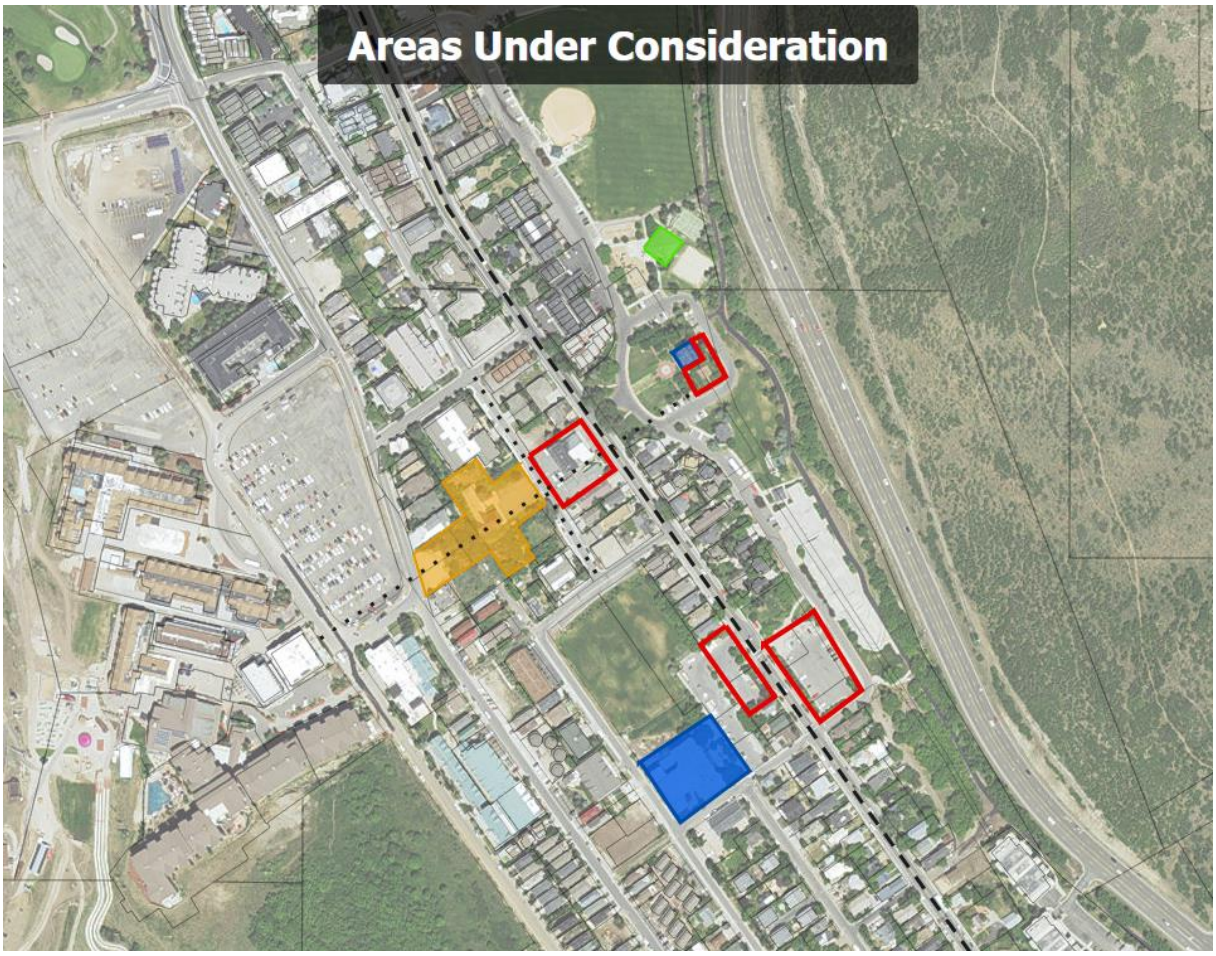
Analysis

In March staff outlined the community engagement process for Lower Park Avenue. The process has remained on schedule. To date the workshops and input session have had more than 250 participants. More than 500 comments were collected, reviewed and categorized. Additionally, three Council work sessions for public presentation of information were held and more than three hours of public input received directly by City Council. Data is unavailable on the number of hits to the on-line resources due to the website migration.

This work session concludes the final stage in the engagement process shown on the graphic that follows.



The final set of workshops held November 4 and November 10 were focused specifically on identifying the pros and cons of each site for community center/flex space use and prioritizing those spaces. The areas in red shown on the map below were the areas under consideration at these meetings.



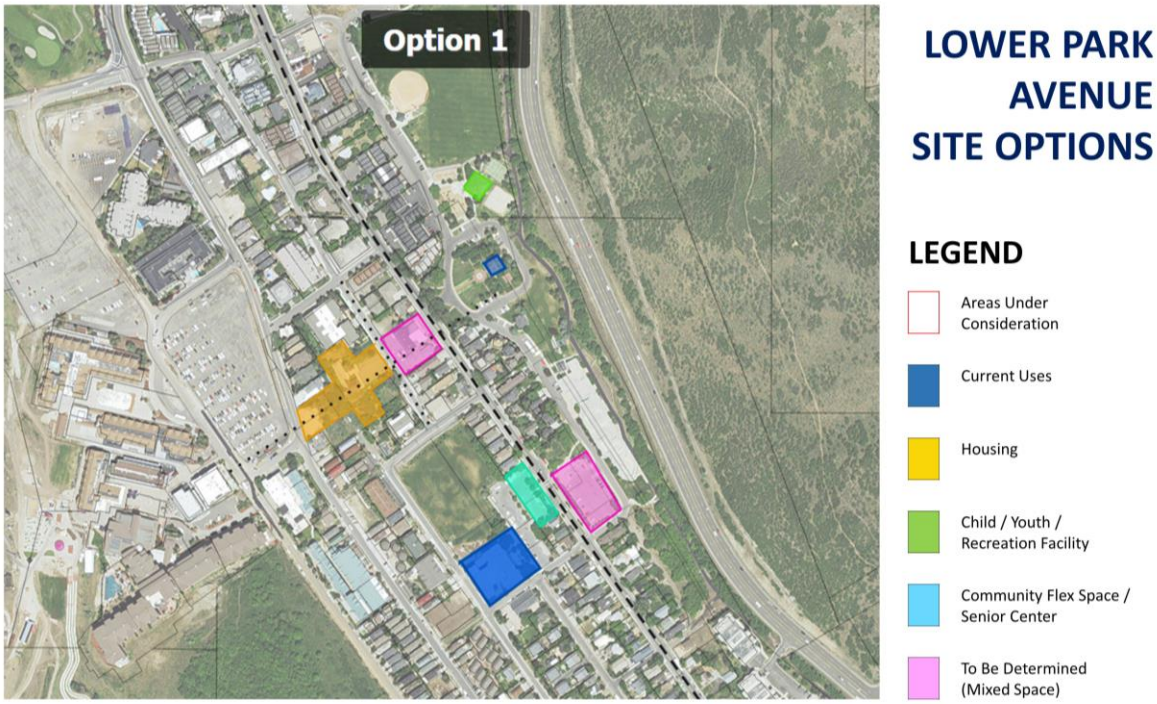
A summary of the general comments received during the community workshops and the various opportunities and challenges of each options are outlined below.

<u>GENERAL COMMENTS REGARDING COMMUNITY FLEX / SENIOR SPACE</u>
Parking and Transit solutions are required for any and all locations
Focus on the development of a Community Center with senior use
Combine youth and senior programing
Use separate buildings - like senior center at fire station and community center at Miner's
Parking underground / seniors 1st floor / community 2nd floor
Seniors would like more room than currently available
Library is the community 'living room'. Locate the community center near it with parking at Mawhinney
Don't want anything built too high
Mixed use at the fire station is popular and makes sense
Additional Ideas
- *Use land owned by city as open space and build on library field*
- *Consider using the skate park*
- *Move some of the stuff out of the RDA*
- *Connect over Deer Valley Drive for connection to more open space*

OPTION 1

Description

- ***Community Flex Space / Senior Space located at Library Parking Lot***
- Mixed Use Space at Fire Station Site and Mawhinney Lot
- Expanded Recreation Center



Option 1 - Initial Definition of Opportunities and Challenges

Considerations - Opportunities

Community Center complements Library functions, enhances community and multi-generational use of Library Field

Existing transit at Library provides transportation for seniors to Community Center

Fire station site mixed-use is close to transit and public space

Considerations - Challenges

Replace and provide additional parking at Library, possibly add structure at Mawhinney Mixed-Use

Possible impact of Community Center on adjacent residents

Possible impact to the historic significance of Library

Mitigate scale of Fire Station site

Mixed-Use next to adjacent residential properties

Community-defined opportunities and challenges to locating the Community Flex / Senior space on the **Library Parking Lot** gathered during the community workshops held November 4th and 10th 2015.

Considerations - Opportunities

Connects community uses / synergy with community area

Great visibility

Close to bus stop / transit

Flat area / easy accessibility

Great access to parking and library

Considerations - Challenges

Impact to Library parking

Potential displacement / loss of parking

Need underground parking to accommodate building

Blocks openness and open space

Creates obstacle from the road

Congested area

Could block view of library

Breaks up the view and historic nature of library

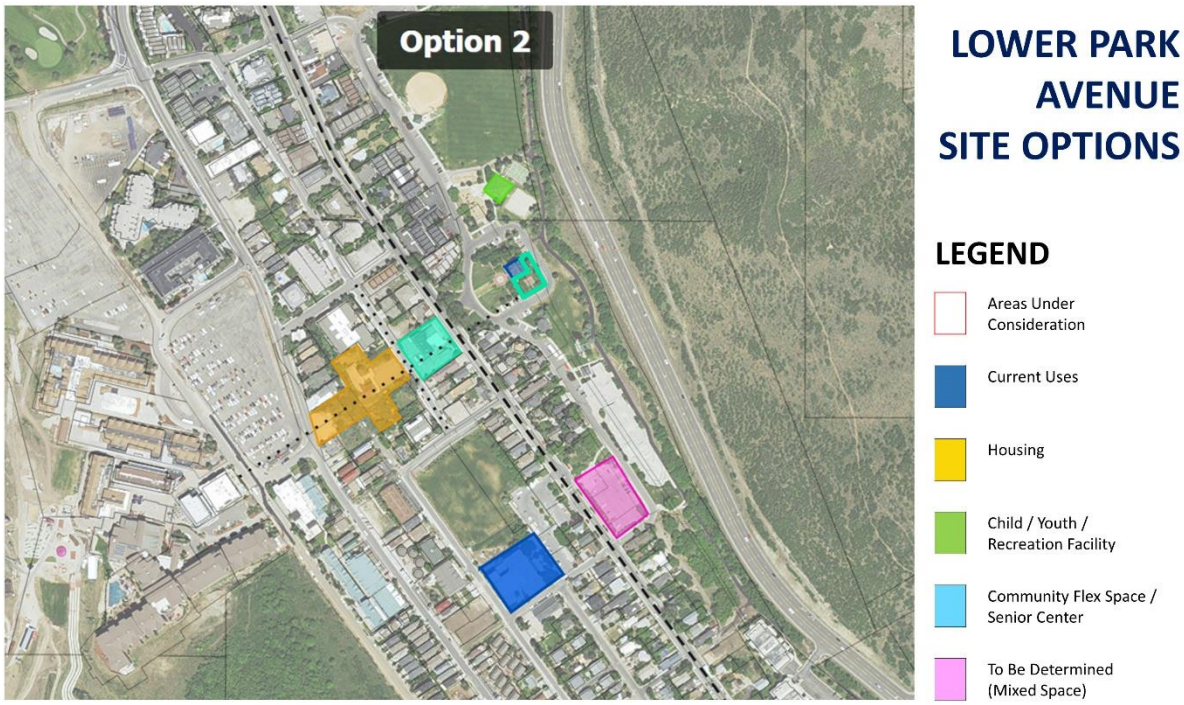
Concerns about the height of the building / concerns that it would dwarf historic buildings

Damages historic district

OPTION 2

Description

- ***Community / Senior Space located at Fire Station Lot***
- Mixed Use Space at Mawhinney Lot
- Entrepreneur Center located at Miners Hospital (Possible Addition)



Option 2 - Initial Definition of Opportunities and Challenges

Considerations – Opportunities

Creates central "community campus" along east-west spine, surrounded by residential properties

Community campus could include new transit center

Close proximity between Entrepreneur Center and Community Center

Re-activate Miner's Hospital, fiber infrastructure exists at this location

Community / Senior Space next to transit

Considerations – Challenges

Community campus has no direct connection to existing outdoor space, more of an urban open space

Parking will be a challenge

Community-defined opportunities and challenges to locating the Community Flex / Senior space on the **Fire Station Property** gathered during the community workshops held November 4th and 10th 2015.

Considerations – Opportunities

Multi generation hub at fire station lot

More space (larger) / already a built space

Outdoor activity

Fire station is a good size property / could accommodate more programs

Access to Miners - beautiful space / historic / gardens

Visible to the community

Doesn't block views

Preserves ground level parking for library

Access to transit / bus line

Considerations – Challenges

Isolated a bit disjointed – would rather use space fire station space for housing

Not the highest and best use of this property with the connection to housing – should be community retail and housing

Better as supportive amenities to housing

Better used as open space /connectivity to Miner's

Not a great place for the seniors with the east/west corridor

Too much building would break up east / west corridor

Greater distance from library

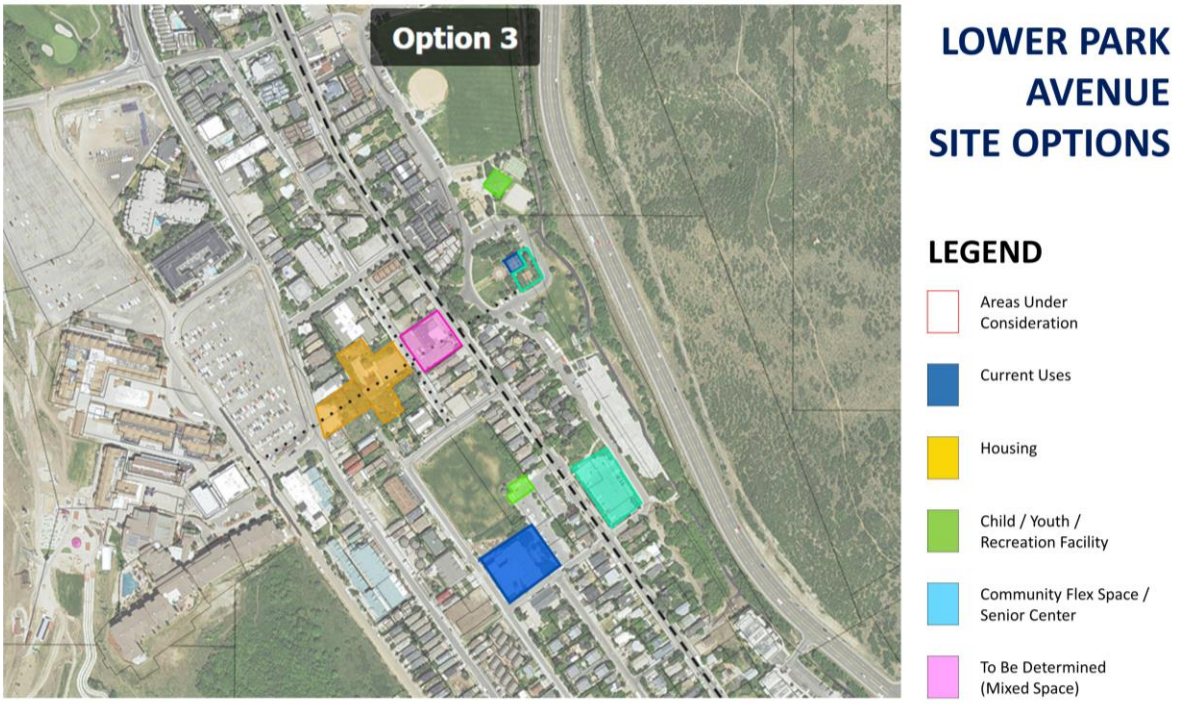
Insufficient parking

Fire station next to Park Avenue traffic

OPTION 3

Description

- **Community / Senior Space located at Mawhinney Lot**
- Entrepreneur Center located at Miners Hospital (Possible Addition)
- Mixed-use space located at Fire Station Site
- Daycare located at Library Parking Lot



Option 3 - Initial Definition of Opportunities and Challenges

Considerations – Opportunities

Community Space located close to existing outdoor space, convenient for gatherings and receptions

Community Space is complementary use to Recreation Center

Expands community campus

Re-activates Miner's Hospital, fiber infrastructure exists at this location

Additional parking could be accommodated behind Miner's Hospital

Daycare Center could utilize Library spaces and resources for activities

Fire station site mixed-use is close to transit and public space

Considerations – Challenges

Possible impact to historic significance of Miner's Hospital

Mitigate scale of Fire Station site

Mixed-Use next to adjacent residential properties

Accommodate parking for community space within additions

Community Space further away from east/west connection

Community-defined opportunities and challenges to locating the Community Flex / Senior space on the **Mawhinney/Skate Park Lot** gathered during the community workshops held November 4th and 10th 2015.

Considerations – Opportunities

Accessible

Transportation options available

Transit access and close to bus line

Preserves ground level parking for library

Close proximity to trails / access to park

Surrounding open space

Close proximity / easy access to Library / synergy with library

Bigger Site / More room for programs

Flat large space / good size to build on

Makes a lot of sense

Visible

It keeps Miners Miners

Considerations – Challenges

Parking / loss of parking

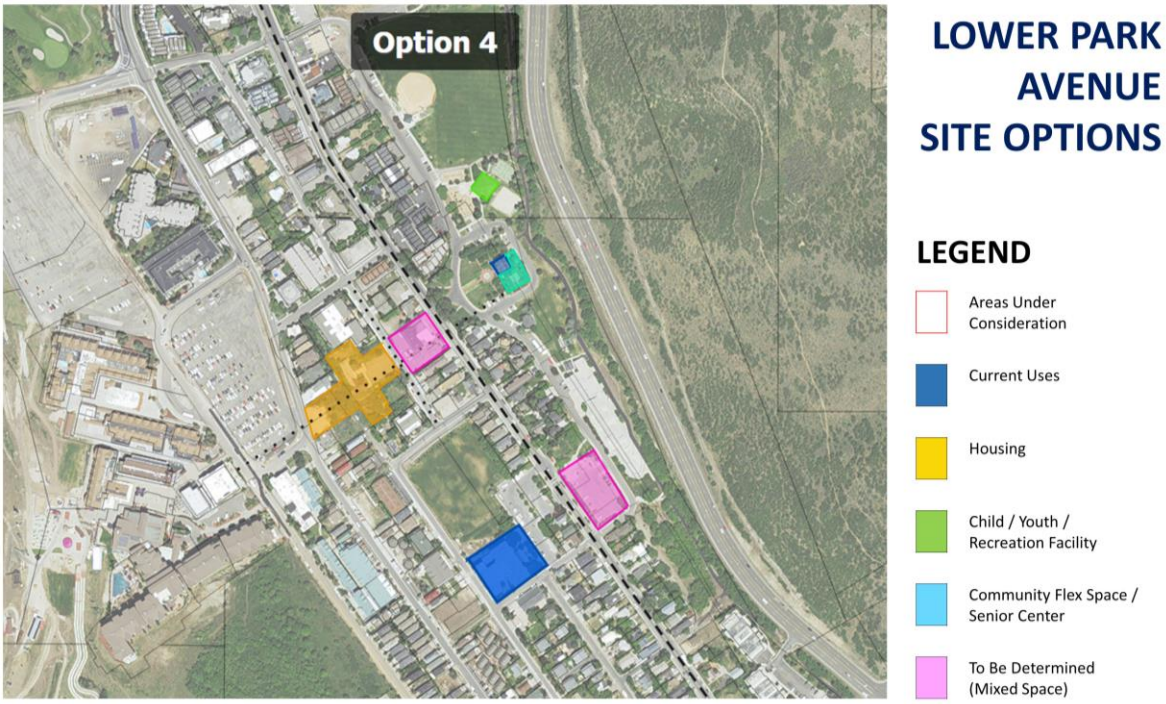
Skate park 'cool factor' reduced

Too far from other uses

OPTION 4

Description

- ***Community / Senior Space located as addition to Miners Hospital***
- Mixed Use Space at Fire Station Site and Mawhinney Lot



Option 4 - Initial Definition of Opportunities and Challenges

Considerations – Opportunities

Community Center complements Miners Hospital functions, enhances community and multi-generational use of the City Park

Close proximity between Mixed-Use locations and Community Center

Re-activates Miner's Hospital

Fire Station site Mixed-Use is adjacent to Park Avenue, close to transit and public space

Considerations – Challenges

Possibly add parking structure behind Miner's Plaza or at Mawhinney Mixed-Use

Transit is further away from Miners than other areas. Bus stop is on Park Avenue not in front of building.

Mitigate scale of Fire Station site Mixed-Use on adjacent residential

Community-defined opportunities and challenges to locating the Community Flex / Senior space at an expanded **Miners Hospital Campus** gathered during the community workshops held November 4th and 10th 2015.

Considerations – Opportunities

Connect / combines Community Center to Recreation Building

Historic building is a natural fit for the Community Center and Seniors

Multi-generational interaction

Like the peace and surroundings / Setting / Open Space / Gardens

Very Active Place / Close to other Amenities

Great visibility

Popular / iconic building / appeals to many

Miner's site good for multi-generational use with mixed use at Mawhinney with parking structure

Little road noise / set back and free of traffic

Great access

Good parking

Considerations – Challenges

Insufficient parking / Need parking structure

Accessibility / transportation

Parking accessibility for Miner's

High traffic spot on 4th of July

Could overwhelm historic building / change the historic look / hurt architectural integrity of historical building

Don't like ruining Miner's aesthetics

Building too close to Miner's and will detract from historic nature

Historic / least flexible

Addition to Miner's takes away open space

Addition doesn't look big enough / too small for community space

Miner's hospital is not a great space – too small

Old building / not accessible

More recreation noise

Too congested

Conflicts with other uses in park

Interference with pedestrians / endanger users of park

Addition to Miner's takes away open space

Community input on the pros/cons for each site was collected through four often lively facilitated table top discussions. At the conclusion of each table top session, each participant was given one dot to identify his/her preferred location for community center/flex space. **The combined results of the community polling for both days showed an overwhelming preference to consider Miners Hospital with an addition as well as building on the Mawhinney lot.** It is important to note that while there was good attendance at these community input sessions, the results should be considered as input to City Council and not as a statistical representation or vote of the community at large.

Location	Percentage Dots Received
Miners Hospital	36.9%
Mawhinney/Skate Park lot	36.1%
Fire Station	16%
Library Lot	11%

Next Steps
The two community workshops were the final stage in the Community Engagement and Schematic Design phase for Lower Park Avenue. ***Based on a full review of all the community input received during the Lower Park Avenue engagement phase, including the recent prioritization workshops, staff recommends proceeding to the development of a Request for Proposals for the following projects.***

The Pre-Development stage will consider the following package:

- Community Center/Flex Space at Miners Hospital and Mawhinney lot (evaluation of both locations);
- Housing options for the Woodside Avenue Property and a north-south connection;
- East-West pedestrian connection location and corridor width;
- Mixed Use space at the Fire Station which could also include housing, and
- Youth programming needs at the Recreation Building.

Given the stated preference of workshop attendees for Miners and Mawhinney over the Library Lot for Community Center/Flex Space, as well as the professional opinion of PCMC staff, staff does not recommend any further analysis of the Library Parking Lot property.

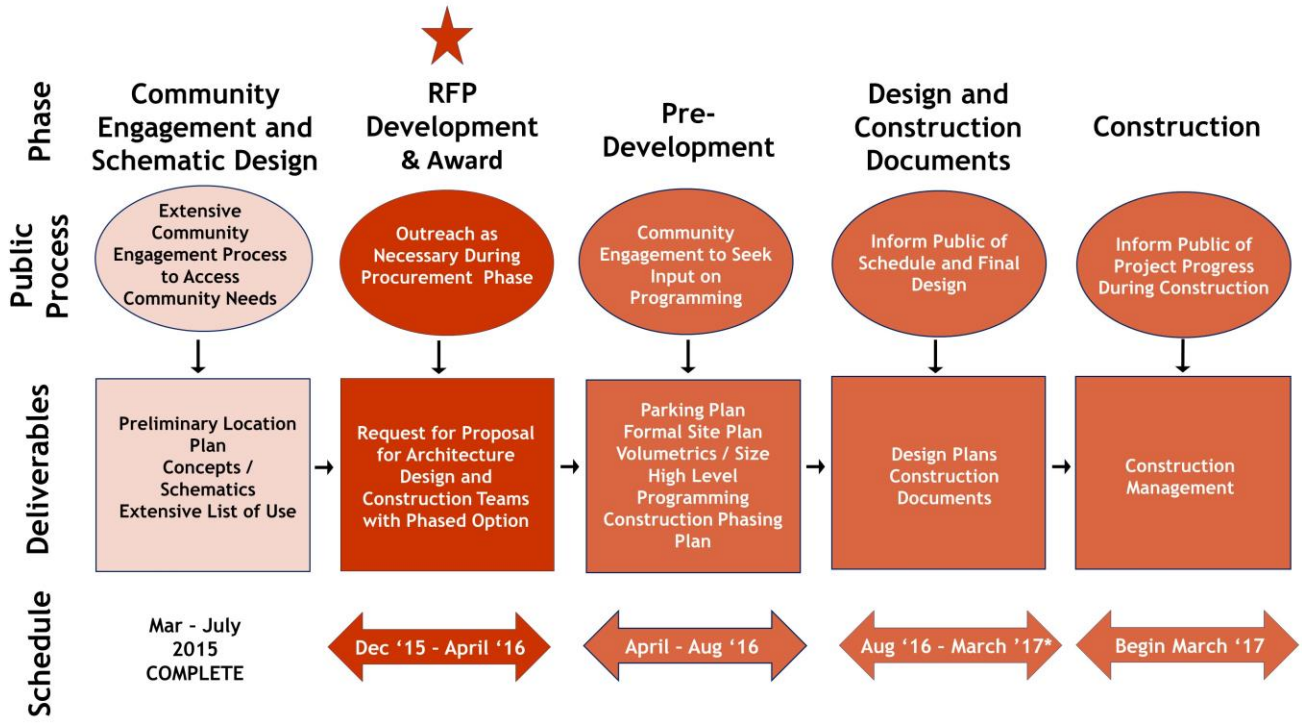
The mechanism by which staff will proceed through development process is a phased process. A high level summary of each phase is described below. The first step of the process is the creation, issuance and award of contract for professional services. This work is proposed to begin in December 2015 with an anticipated award of contract for professional services in April 2015.

Pre-Development:
The Pre-Development process moves the work from the existing schematic design to testing and refining concepts for the site layout, volumetrics for accommodating programming, parking plan for the project overall, costing and phasing plan. Also included in this process would be a recommendation on how to structure project implementation via city construction, public-private partnerships, or other mechanisms. Based upon a satisfactory completion of this work, the the team would proceed to Design and Construction Documents. Alternately, Council could decide to defer or conclude the process at the conclusion of the Pre-Development stage.

Design and Construction Documents:
The Design and Construction Documents stage develops the design for the buildings and architecture and engineering for the sites. Upon acceptance by City Council as property owner, the project would then move onto the entitlement process and ultimately the construction documents and bidding process.

Construction:
The final phase of this process would be commencement of construction in accordance with the approved phasing plan.

Staff recommends moving forward in this process with the with the development and issuance of a Request for Proposals with an anticipated award date of April 2016. The chart below summarizes the process.



Significant Impacts:
The FY16 RDA budget includes funding for the RFP process. The five-year CIP includes funds for the anticipated projects. The Pre-Development phase of the RFP will provide costing estimates for Council consideration. Staff is prepared to begin the RFP process. Completion of the process outlined above will result in commencement of construction for housing and community center/flex space to meet identified needs in the community.

	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	+ Reduced municipal, business and community carbon footprints	+ Residents live and work locally	+ Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive ⬆	Positive ⇧	Very Positive ⬆	Positive ⇧
Comments:				

Summary Recommendation:
City Council should review the findings from the interviews and outreach, workshops and design studio conducted over the past nine months for the city-owned properties in the Lower Park. Council should direct staff to proceed with a Request for Proposals to move the process from Phase 1: Community Engagement and Schematic Design to Phase 2: RFP Development in order to achieve housing and community goals in the Lower Park Avenue Redevelopment Area.

Attachments
A: Prior Input from Workshop and Design Studio

City Council
Staff Report

Subject: **Lower Park Avenue Design Studio Next Steps**
Author: **Phyllis Robinson, Public Affairs Manager**
Kim Clark, Community Engagement Liaison
Department: **Communications and Public Affairs**
Date: **August 20, 2015**
Type of Item: **Work Session**

Summary Recommendations:

(1) City Council should consider the input gathered through our community engagement processes: a) interviews with known user groups and the Park City Foundation; b) the May 2014 Community Workshop, c) public input received during the Design Studio process, and d) the concepts presented by the Design Studio team at the July 16 City Council Study Session.

(2) Based upon the input received, staff recommends procuring architectural and engineering services to create a set of housing proposals for City Council consideration.

(3) Staff further recommends the implementation of a parallel community engagement process to identify need, functional requirements and potential location for a senior center/senior programs, senior housing, and potentially other community services and opportunities.

Executive Summary: The report summarizes the community engagement efforts and findings related to redevelopment of city-owned properties in the Lower Park Avenue Redevelopment Area including the July Design Studio. A set of recommendations are included to advance the Council priority for Affordable, Attainable and Middle-Income Housing including housing on city-owned land on Woodside Avenue, Park Avenue and the former fire station along with a parallel process to identify need, functional requirements and potential location for a senior center/senior programs, senior housing, and potentially other community services and opportunities.

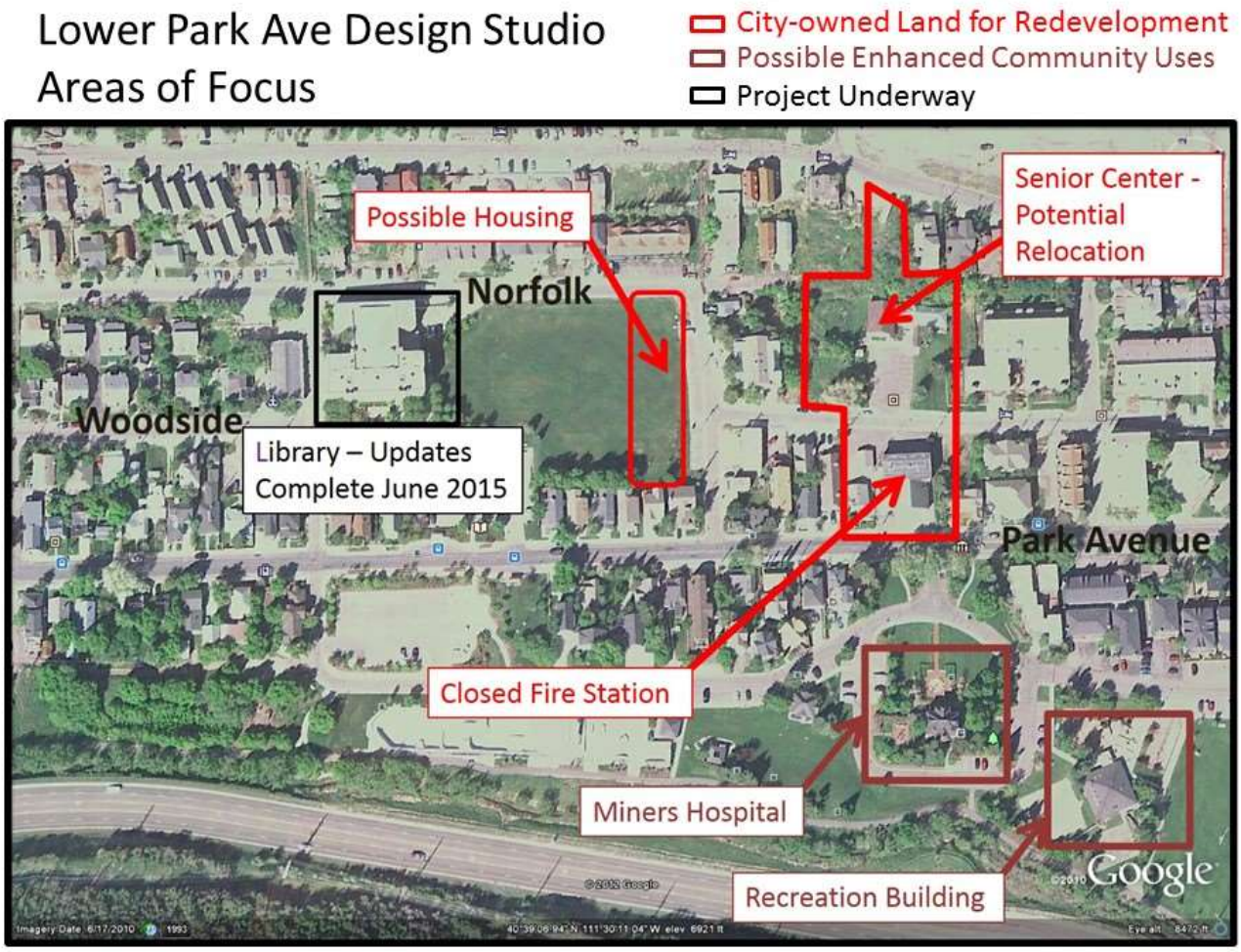
Acronyms Used in This Report: NONE

Background:

Proposals for redeveloping and/or repurposing city land and buildings in the Park Avenue Redevelopment Area have been discussed by the City Council for several years beginning with the five joint City Council/Planning Commission meetings in 2011 facilitated by Charles Buki of czb. Over the past several years Council has considered several proposals that included public-private partnerships with Powdr Corporation and rejected a number of proposals for use of the old fire station. Along the way we have seen growth in the use Miner's Hospital and City Park Recreation Building, with each of those buildings used to capacity over the last two years.

With the acquisition of the Park City Mountain Resort by Vail Resorts, Council asked staff to take a fresh look at these proposals. Most recently, in February 2015 at its annual Council Retreat Council affirmed moving forward with a robust community engagement process for all city-owned property in the Lower Park Avenue. It is a neighborhood full of history with inspiring views of the mountain and acts as a hub that brings community members together. The

neighborhood includes a variety of public, private, residential, and resort uses that have the possibility of being woven together. The pockets of Park City owned land provides an opportunity to increase housing in the community and possibly at the same time, create more community focused areas that connect historic Main Street to the Bonanza Drive area.



The Design Studio concept was developed as an innovative approach to bring together planning, architecture and development professionals along with subject matter experts to inform a feasible development program for properties owned by Park City. One of the reasons for hosting the Design Studio is that the Lower Park Avenue area is currently not utilized to its fullest potential. Staff developed a community engagement process that included a Design Studio that was held July 13-16, 2015.

Following the February 2015 Council Retreat staff began a community outreach process in the Lower Park Avenue area. Interviews were held with users of city buildings in Lower Park Avenue to understand how they function and their space needs, as well as Park City Community Foundation to learn more about the physical needs of nonprofits in Park City. This was followed by a community workshop on May 19. A summary of the robust conversation that took place is categorized by common themes and is listed below. A complete meeting report is attached to this report. Information gathered from this outreach informed the Design Studio participants and team members.

May 2014 Workshop Summary
Community Character

- The theme that came to this area - all needs to be easy. Lower Park Avenue is already diverse.
- Heart of Old Town is in Lower Park Avenue - should be full of gathering places
- Amenities that are family based are needed in the area: splash park, water fountain, sledding hill. The recreation building is ugly and should be torn down to accommodate multi-generational uses.
- Miners Hospital is a great place and is used by real people.
- Keep the area to meet the same historical context. The area does not need to recreate history but incorporate sustainable uses of a building.

Access

- The area should improve walkability - access to trails and sidewalks. Create a system of arteries with secondary capillaries: standard sidewalks should be complemented by an extended door-to-door system to facilitate point-to-point travel.
- To minimize traffic - a rail line from SLC Airport to Park City.
- Special attention should be paid to view corridors, walkability, and way finding.
- Traffic should be pushed away from Lower Park Avenue.
- Parking should be underground and expensive.
- Vail parking needs to be phased and a transit center should be incorporated at the PCMR lot.
- Coordinate with school district to use public transit.

Services

- There are many active seniors that need a center in Park City Need senior attainable (affordable) housing that offers a full range - independent, nursing, full service
- Senior Center needs to be on a bus line.
- Senior center needs to be in a central location and a full kitchen is important

Housing

- Promote full time residents. The housing identified on the library field should be flipped to run along Norfolk to minimize impacts to views.
- Small homes could accommodate many users - seniors, skiing and adventure culture, and small businesses.
- Affordable housing currently exists, but in the form of long-term rentals that are essentially stranded assets: owners are trying to sell them, so they remain unoccupied. Could incentivize owners to use long term rentals / family housing.

Forty-eight community members provided input through interviews and the community workshop. The full report is included as Attachment A to this report.

<u>Design Studio</u>
Following the interviews and community workshop, Park City hosted a 3.5 day design studio for the Lower Park Avenue area on July 13 – 16, 2015 to provide a development framework for city-owned properties in this area. The Design Studio participants received briefing materials that included Lower Park Redevelopment planning documents, the current General Plan including the Resort Center area which had specific guidance on existing city buildings, the

Empire Lowell loop and the Lower Woodside area, and community input received through interviews and workshops.

Design Studio Participants

- Chris Retzer, Newpark Property Management
- Cory Shupe, Blu Line Design
- Ehlias Louis, Gigaplex Architects
- Eric Engenolf, AIA LEED AP BD+C, Process Studio, PLLC
- Hank Louis, Gigaplex Architects
- Hans Cerny, Caddis
- Peter E. Federman, NCARB, RA (Ret.), Pete & Company
- Sid Ostergaard, Elliot Work Group
- Soren Simonsen, Community Studio
- Tim Sullivan, InterPlan Co.

Several city staff members participated in developing the Design Studio and materials, briefing the design team and serving as technical resources including former Director Thomas Eddington and former Planning Manager Kayla Sintz, planners John Boehm and Francisco Astorga, Transportation Planning Manager Alfred Knotts, Senior Transportation Planner Brooks Robinson, Economic Development Manager Jonathan Weidenhamer, Housing Specialist Rhoda Stauffer, Community Engagement Liaison Kim Clark, and Capital Budget Manager Nate Rockwood.

The Design Studio began with a walking tour of the area and a physical tour of many of the city-owned properties. A community open house to meet the team was held on Monday evening, July 13. More than eighty community members attended to ask about and provide input into the process. On July 14, following a briefing by planning, transportation, housing, economic development and capital projects, the Design Studio members reviewed all the input received and began brainstorming potential approaches based on this input. The members self-organized into three working groups to develop concepts. Over the next two days the teams developed and refined concepts. A daily wrap-up provided community members the opportunity to see the work progress, ask questions and provide additional feedback.

DESIGN STUDIO OPEN HOUSE July 13, 2015

The following is a list of the most frequent comments. The comments were taken verbatem and the number of agreements based on checkmarks) have been included under concur. The full report is included as Attachment C of this report.

Comments	**Concur**
Don't neglect the seniors – you will be one sooner than later. Our needs are for a proactive plan for a growing senior center. In addition, housing for the seniors should be a priority – independent residences up to assisted living More important than seasonal worker housing, engaging the seniors in the community makes us a vital part of PC Population – going to Heber or SLC does not cut it.	12
Pedestrian corridor from Park Ave to resort	10
Keep senior center in present location add 30+ studio / 1 BR apts for resident ambulatory center – add living room, game rooms on main floor – provide housing unit for resident manager- flat lot with engagement to city makes lot work	5

Doing something at this time with the library field is foolish, the 5000 lbs. gorilla is not in town (Vail Resorts) and in the next couple years the effect on this town will be unbelievable – sit on your hands for a couple years until you see the full impact of Vail on our little town	4
Aging in a place is part of community. This area is close to services – library, grocery store, pharmacy, etc. and buses and friends – assisted living facilities are not complicated to build or administer – think of age before youth.	4
Park is the living room	3
Park City development needs affordable housing but not on our library park! Pls	3
Senior voice	3
Keep it possible for long time residence who have made PC what it is, able to stay here, and after retirement	3
I worked hard to afford living in old town …. Now you want to give it away.	3
Large employers (ski resorts) need to be pressured to provide their own housing for seasonal workers on their own land	3

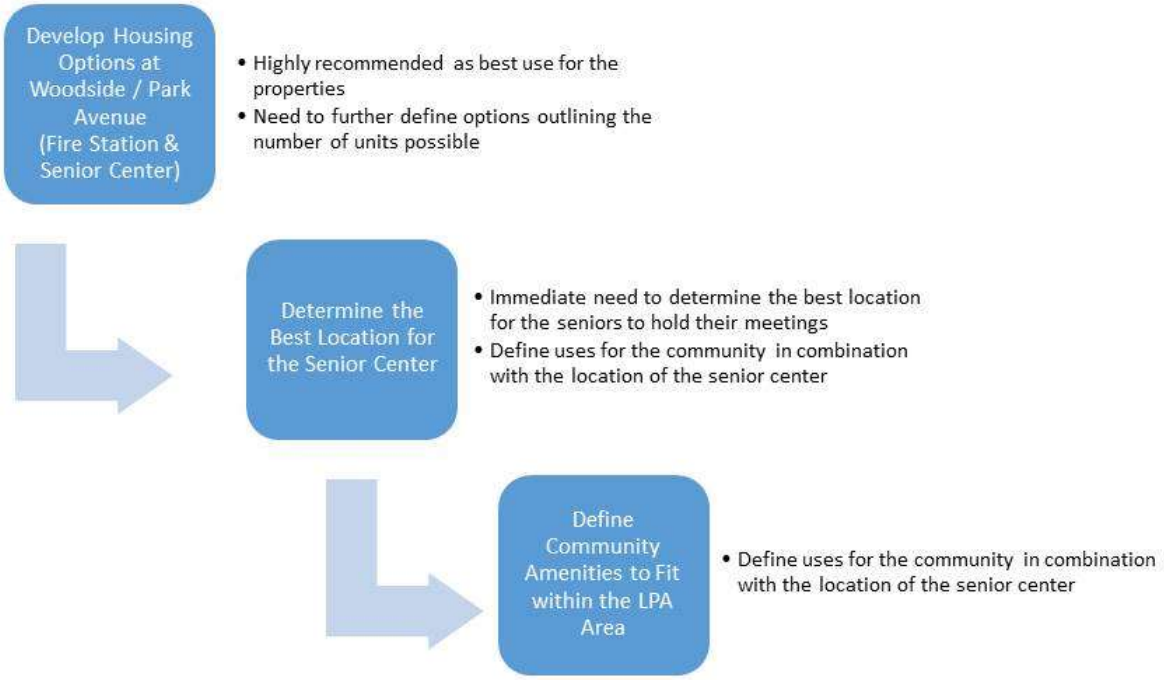
On July 16, the Design Studio concluded with a City Council Study Session. The Design Studio team presented 10 concepts for consideration to address the needs of the Redevelopment Agency, identified city critical priorities of affordable, attainable and middle income housing and transportation. A copy of the presentation is included as Attachment D. A video of this presentation is also available at https://youtu.be/kUXk689eUyQ

Analysis

The Design Studio is the second component of the community engagement process for the disposition of city-owned property in the Lower Park Avenue area. Following the Study Session, City staff met to discuss next steps including possible approaches to evaluating the concepts presented by the Design Studio team. We discussed, for example, could we create a matrix that looked at criteria such as constructability, cost, timeline, and consistency with General Plan, consistency with Land Management Code, consistency with the Redevelopment Authority purpose, and return on investment. The more we discussed this and similar approaches we realized that this process was premature.

The purpose of the Design Studio was to develop a range of concepts to help us move forward in our thinking about City-owned properties. The Design Studio members were given a set of parameters and goals including East-West connection, affordable housing, senior center/flex space, and connectivity to Bonanza Park and Main Street. A host of preparatory information, including staff reports for Lower Park Avenue, housing studies, the current General Plan and copies of interview and workshop notes, were provided in advance. While there was a level of discussion that focused on the criteria, the compressed time frame of 3.5 days was not intended to create final plans. The process of moving from concepts to development proposals is an iterative one. Each time a decision is made a new set of opportunities need to be evaluated. For example, choosing to do housing on Woodside Avenue will necessitate a community dialog about the location and function of the space for the Senior Center.

The diagram on the following page outlines the recommended next steps. Staff respectfully requests that all city-owned parcels remain on the table during this investigation phase



Next Steps (October – December 2015)
The city-owned property in the Lower Park Avenue area can be looked at as three separate but interrelated pods:
(1) Woodside Avenue/Park Avenue including the Senior Center and the closed fire station extending up to Empire Avenue,
(2) Miners Hospital campus that includes the Recreation building, and
(3) Library Center including the library field and the Mawhinney parking lot.

<u>Woodside Avenue/Park Avenue</u>
As staff reviewed the concepts created during the Design Studio, the concept of housing on the city-owned land on Woodside Avenue and the fire station on Park Avenue was presented by each of the three subgroups. Another consistent theme was the creation of an east-west corridor to connect to the resort district as well as a north-south connection to the Library Center.

Given the commonality of proposed uses, together with the prior plans proposed for this property and the Council-identified Critical Priority of Housing, staff recommends procuring professional architectural and engineering services to develop a set of housing proposals for City Council consideration in early December. We believe this is consistent with Council's direction during the April 23, 2015 study session to develop a housing project pipeline.

1. *Does Council support moving forward with preliminary design for housing on these sites?*
2. *Does Council wish to limit the scope of the areas or housing types in this preliminary design phase?*

Miners Hospital & Library campuses

If Council supports staff's recommendation to proceed with planning for housing on the Park Avenue/Woodside Avenue parcels, staff further recommends that we simultaneously address senior programs and housing needs.

Staff proposes a community engagement process to gain a comprehensive understanding of senior programs and services, planned county expansions as well as other identified community space needs. Staff recommends initial outreach to the existing senior center membership followed by expanded inquiry out to a wider audience of potential members in order to understand current and future senior needs.

We would also like to conduct further outreach within the nonprofit community. One item that was identified in earlier outreach was the need for flex space and meeting space. Since that time the Library has re-opened which may remove some of the need for meeting and community spaces. The Design Studio presented multiple options and locations for senior center/program space including the library field, Mawhinney parking lot and Miners Hospital. The concepts included a new freestanding building near Miners Hospital, incorporating as it as part of a larger flex/community space, as well as adapting an existing building such as Miners Hospital or the Recreation building for these uses. In an ideal world we would be able to resolve both issues (housing and senior program locations) without an interim location for senior programs. Unfortunately, until we have completed this engagement process and identified possible solutions we cannot project the time frame.

1. *Does Council agree with the recommendation to conduct a two-month community engagement process to gather additional information and develop possible site locations?*
2. *Does Council wish to limit the scope of the potential uses or locations to be considered?*

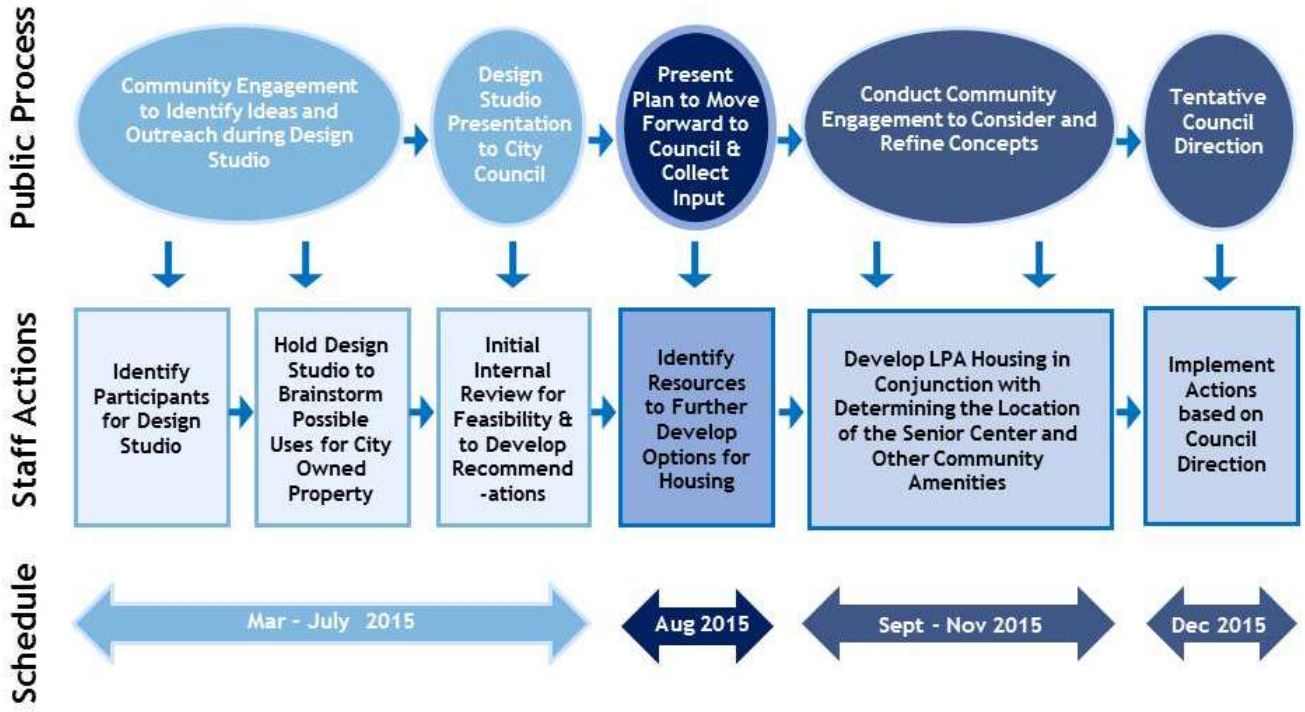
Library Field Amenities

The Design Studio looked at a range of options unrelated to housing and senior programs to enhance community use of the library field and create greater physical connectivity such as a promenade, community gardens, community gathering spaces, free play space, dog space and underground parking. From a timeline perspective staff recommends deferring discussion of these other suggestions until we have established direction on the housing and senior program needs. The resolution of these areas will inform the remaining proposed concepts. From a timeline perspective we would anticipate this process to occur in 2017.

3. *Is Council supportive of the recommendation to defer further investigation of possible enhancements to the Library Field until we have an established direction on housing and senior program needs?*

Finally, the transportation and parking options presented by the Design Studio have been forwarded to the Transportation Planning Department to inform the current studies underway. The proposed options have a longer study and design horizon that can be pursued independent of redevelopment on the city-owned land. The recommendations presented in this report would not prohibit implementation of the transportation concepts.

The timeline below summarizes the recommended engagement process for housing, senior center and related community space.



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

Approve: Council could direct staff to (1) develop alternative development proposals for the Woodside and Park Avenue parcels to meet community housing needs, and (2) direct staff to proceed with a community engagement process that will identify senior and community needs and evaluate opportunities for addressing them within the Lower Park Avenue area. *Staff recommends Council direct staff to proceed with both items.*

Deny: Council could Deny the staff recommendation to develop alternative development proposals for the Woodside and Park Avenue parcels to meet community housing needs. Should Council Deny this request, staff requests Council discussion about whether to proceed with relocation of the Senior Center instead. A decision not to move forward with housing at this time will extend the time frame before housing can be produced to meet the needs of lower and middle income households.

Continue: Council could ask staff to return with further information on one or both of these requests before providing staff direction. Depending on the time frame this could impact the overall program time frame.

Do Nothing: This will have the same impact as denying the request for one or both of the items.

Funding Source: Activities proposed in this report have identified funding sources within the Five Year Capital Improvement Program.

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	+ Reduced municipal, business and community carbon footprints	+ Residents live and work locally	+ Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Positive	Very Positive	Positive
Comments:				

Summary Recommendations: Staff is requesting Council direction on the next step in the redevelopment process for Lower Park Avenue Redevelopment Area.

1. Consider the input gathered through our community engagement processes including: a) interviews with known user groups and the Park City Foundation; b) input gathered at the May 2014 Community Workshop, c) public input received during the Design Studio process, and d)the concepts presented by the Design Studio team at the July 16 City Council Study Session.
2. Staff recommends moving forward immediately with procuring professional architectural and engineering services to create a set of housing proposals for City Council with a goal of bidding in early 2016.
3. Staff further recommends moving forward with a community engagement process to identify the form, function and location for the Senior Center within the Lower Park Avenue area, as well as the feasibility of incorporating housing targeted to seniors.

LIST OF ATTACHMENTS:

Attachment A: May 19 Lower Park Avenue Workshop Report
Attachment B: July 13 Open House & Community Wrap Up Comments
Attachment C: Emails received by Public Affairs Manager
Attachment D: Design Studio Presentation to City Council
Attachment E: Study Session Handout

Lower Park Avenue Redevelopment Community Workshop Held May 19, 2015 Meeting Summary

Park City Municipal Corporation held a community workshop for the Lower Park Avenue Redevelopment area. The goal of the meeting was to give a background of the Lower Park Avenue Redevelopment area and most importantly gain input from community members. The meeting began with an informal gathering and refreshments, followed by presentations and ending with facilitated community discussions.

An array of information was given in a presentation format. A summary of each presentation is below.

- Mayor Jack Thomas began the presentations by welcoming everyone and providing his thoughts on the community and Lower Park Avenue Area.
- Craig Sanchez gave a presentation of the Visioning Check-in Survey Results. The survey was administered through March and April and showed the values that were defined five years ago are still relevant and showed the importance of each of the values.
- Jonathan Weidenhamer provided an overview of the history of the Lower Park Avenue Redevelopment Area. He explained the area of the RDA and summarized the comments that had been received over the past and the designs that were developed over the last few years.
- Kim Clark prsented a summary of the Lower Park Avenue Outreach that has taken place and provided information to gain additional information from the attendees in a community discussion format.

The attendees were placed in six facilitated groups to gather infomration on the following questions:

- What makes Park City Park City?
- What does Park City need to be 'complete'?
- What should be included in Lower Park Ave?

Facilitators recorded the information and each groups provided a summary of their discussions. The summary and the recorded discussion notes for each group is listed below.

GROUP 1 - Facilitators - Rhoda Stauffer / Heinrich Deters

SUMMARY

Parking should be underground and expensive
Heart of Old Town is in Lower Park Avenue - should be full of gathering places
Views supporting both high density and low density in Lower Park Ave

DISCUSSION NOTES

Concern: too much housing, too much density, too much affordable in one area
Like the idea of connections, a greenway
Concerned that 2nd home owners will take over the homes

Change MPD process
Paid parking
Color diversity on north side of library (similar to historic homes in upper Old Town)
Underground paid parking under everything
Senior housing in library field
Preserve green space
Limited retail
Height limits
Preserve LPA and connections - community building and gathering places - heart of Old Town
Transportation to SLC - need more that 2x per day
Move people into town and make cars expensive (parking, etc.)
Staff the Municipal Housing Authority
Underground parking at Ma Winny and affordable housing on top
Stay residential - keep commercial outside LPA
Senior living option in LPA

GROUP 2 - Facilitators - Anya Grahn / Elizabeth Quinn Fregulia

SUMMARY

Affordable housing currently exists, but in the form of long-term rentals that are essentially stranded assets: owners are trying to sell them, so they remain unoccupied. Could incentivize owners to use long term rentals / family housing.
Special attention should be paid to view corridors, walkability, and wayfinding.
Amenities that are family based are needed in the area: splash park, water fountain, sledding hill.
Vail parking needs to be phased and a transit center should be incorporated at the PCMR lot.
Senior center needs to be in a central location and a full kitchen is important.
The housing identified on the library field should be flipped to run along Norfolk to minimize impacts to views.

DISCUSSION NOTES

Use existing housing stock in the area - vacant but for sale (recast as family housing)
Like eclectic mix of housing (70s, etc.)
Developer to talk to all condo owners
Families should use amenities
Plaza, fountains, water: definable elements that draws families and children
Pedestrian place making - walkway to downtown (or people movers)
Long term rentals - huge demand on parking
RE: PERSPECTIVE Affordable housing exists in the form of rentals (long-term) / 2 parking places per unit puts folks right into town / developer mandated (condos) Example: 70's - 20 unit buildings - 12th & 13th (long term rent empty units like the funky entryway (for sale now)
Back to back housing in the lot near the library
Balance parks, open space, and density
Infill slightly in the E/W corridor
Sidewalk beautification and maintenance grants for homes along Norfolk
Vail parking lot: phasing important
Put bulk of parking at the Canyons and bus everyone over
PCMR parking lot edge needs to be a continuation of view corridors connecting to Park Ave

People want to walk - Consider green space artery (continuous parks) to connect Lowell to Park Ave
Create a sledding hill for a family amenity
Better connectivity to Miners
Aesthetic / walkability down Park Ave
Visual preservation of view corridors
Consider stairway uphill or funicular
Strong visual connection "Spanish steps" PCMR to miners
Stairway - Park City Character
Revitalize old fountain in front of Miners Hospital - fountain splash park, something for children
Connects to adjacent park - which is already so well used - a beloved family amenity
Boo Radley music park not maintained but has a great climbing tree
Strong way finding and view corridors to connect N/S artery - Spanish Steps in Rome
Density - don't take away green space
Keep corners open to keep open space feel
Underground parking @ resort
Isolated parking to get people point to point safely
Great idea to have a transit center at PCMR lot
Be aware of difficulty moving people / kids / families with ski gear
Question: What is the balance of ski resort needs vs general city needs (special events, etc.) / parking - seasonal events, condos other
Senior center - relatively flat, important, need full kitchen b/c federal subsidized lunch. Is it possible to add a full kitchen to miners? Need a central location but probably don't need to be near resort.

GROUP 3 - Facilitator - Matt Abbott

SUMMARY

The theme that came to this area - all needs to be easy.
Small homes could accommodate many users - seniors, skiing and adventure culture, and small businesses.
Lower Park Avenue is already diverse.
Traffic should be pushed away from Lower Park Avenue.
To minimize traffic - a rail line from SLC Airport to Park City.
The area should improve walkability - access to trails and sidewalks. Create a system of arteries with secondary capillaries: standard sidewalks should be complemented by an extended door-to-door system to facilitate point-to-point travel.

DISCUSSION NOTES

What makes Park City Park City?
Ski bums - don't need a lot of space - we need the staff, they need to live somewhere, it is a cycle, (roommate-"den dad" - more space
Skiing / outdoors - small town with big city amenities (food, arts, culture) Also = urban issues
Lifestyle rich environment (perfect for raising kids)
Transition from 12 month leases to nightly / weekly O.T. especially
What does Park City need to be complete?

Maintain / nurture what has been built
Free parking and no traffic
Rail from Park City to SLC Airport through the intermodal hub in SLC
Continue to diversify our economic base
Opportunities to not commute

Needed in Lower Park Avenue
Sidewalks! Lights!
Walkability - connections to trails capillaries
Park Avenue needs traffic calming / stop signs?
Connections: sidewalks to trails to bus to lift etc.

GROUP 4 - Facilitator - Michelle Downard

SUMMARY

Need senior attainable (affordable) housing that offers a full range - independent, nursing, full service.
Should consider the senior population - many active seniors that need a center in Park City.
Senior Center needs to be on a bus line.

DISCUSSION NOTES

What makes Park City Park City?
Tourism / ski industry
Environment, clean air, and nature
Community and active lifestyles
Transportation
Open space
Aging population
Diversity - natives with history and tourists
Rich history

What does Park City need to be complete?
Senior affordable housing near senior center (with multiple standards of living / levels)
Maintain senior population
Allow populations to be maintained near Old Town or on transportation route

What fits in Lower Park Avenue
Affordable housing - oriented in a manner that it does not limit views coming into town
Senior affordable housing near senior center (with multiple standards of living / levels)

GROUP 5 - Facilitator - Jenny Diersen / Craig Sanchez

SUMMARY

Should increase density.
Miners Hospital is a great place and is used by real people.
The recreation building is ugly and should be torn down to accommodate multi-generational uses.
The area does not need to recreate history but incorporate sustainable uses of a building.

DISCUSSION NOTES

What makes Park City? - Concerns identified were character and authenticity
Design is critical

Authenticity of neighborhood
Character
Green space nearby
Public / private partnership
Smaller retail space
Vibrancy in community space
Non-profit space
Collaborative work space
Affordable day care
Senior center - expand space and move to recreation building (building is gross)
Deed-restricted
Utilize current space
Mixed housing

GROUP 6 - Facilitator - Amanda Angevine / Jonathan Weidenhamer

SUMMARY

Keep the area to meet the same historical context.
Coordinate with school district to use public transit.
Promote full time residents.

DISCUSSION NOTES

Family Housing
Affordable Housing
Scale of buildings (keep similar to historic homes)
Didn’t want to constantly revisit codes, guidelines, and policies
Don't want to feel like a resort destination
“feel local” - tweeners between a resort and multi-million homes
Full time residents - could legislate, plenty of nightly / resort related at PCMR base, need voting base

What is missing?

Split on housing at library but N/S connections through field is critical
Lack of any use / PGM of field is great
Tradeoffs to keep field un-programmed? It depends - how many units and where is parking, maybe institutional / public / childcare use at field
Off-site parking and bus rapid express / trains
Transit center at Jess Reid buildings
Ski Lockers (to reinforce bus use)
Questions future of Park Avenue
Use public transit to schools

DESIGN STUDIO OPEN HOUSE
JULY 13, 2015

This is a list of comments gathered during the Design Studio Open House. The comments were taken verbatem and the number of agreements (based on checkmarks) have been included.

COMMENTS RECEIVED	CONCUR
LIBRARY FIELD	
Library field must remain open space	2
Preserve the library play fields	1
Doing something at this time with the library field is foolish, the 5000 lbs. gorilla is not in town (vail Resorts) and in the next couple years the effect on this town will be unbelievable – sit on your hands for a couple years until you see the full impact of Vail on our little town	4
Park = Meeting Space	2
Keep the parks save open space	2
Park is the living room	3
Concern about view shed from the patio / parking lot library to backyards	1
Just think for not a little luck this library would be a hotel right now…….. Please don't make the same mistake again	1
Please don't take away fields and Park City is already crowded	-
Keep some green space – don't destroy the 'dog park'	1
Library park is only community gathering space – unplanned / un-programmed	-
Once you take green space, it is gone forever (i.e. library field)	-
More trees / shade for gathering @ north of library field	-
I am a kid and I play hard – how would you feel if I put homes on your yards	-
Field is unofficial meeting spot for community	1
Library park is sacred	1
Difference between city park green space and library field	1
Connectivity of City Park to library field	-
My dog and I play in the field – don't take it	-
Library park as green space for people – not a dog park but is a sleigh ride area for little ones – use Miner's hospital	-
The field is integral to our neighborhood	-
Turn the library field into a trust never to be developed	1
Would NYC build housing on central park? – I think not	1
You just don't take green space that is the rule! – not some not any	1
There is a park across the street	-
The park across the street is a completely different type of park	-
A "couple" small houses on library field does not make a dent in the real issue… why trash a beautiful field for that.	2
That land is sacred	1

PC has 2 open spaces for the neighborhood – DON'T take it!	1
The library field is "our" open space – it is all we have	-
How do we make library field "permanently" open so we don't revisit this issue with every new "idea du jour" – Land trust	2
Park City development needs affordable housing but not on our library park! Pls	3
Leave 'dog park' open – once gone, gone forever….. more trees would be nice	1
This is public property – development should be for local's seniors, kids	1
SENIOR CONSIDERATIONS	
Don't neglect the seniors – you will be one sooner than later. Our needs are for a proactive plan for a growing senior center. In addition, housing for the seniors should be a priority – independent residences up to assisted living More important than seasonal worker housing, engaging the seniors in the community makes us a vital part of PC Population – going to Heber or SLC does not cut it.	12
Recruit a team to help design senior house – learn what has been built right in similar cities	1
Senior voice	3
There is not a woman or limited number of senior citizens represented on this board (women do outlive men in the aging process)	2
Seniors: 75 full time members (most get transportation from "Ability Bus") Additional summer and winter member raise "full time" number	-
Senior Center needs to be "in town" but not necessarily in old or Lower Park Ave area. Building must have kitchen facilities to provide meals several times per week	-
Is senior center a county service? Does our population justify it? - Answer – Yes 80+ attend senior center in winter	-
Include senior housing	1
Yes – our population justifies a senior center	1
No senior reps	2
Needs assessment (for seniors) prior to this starting?	-
Not enough info on Senior needs	1
There are very few places in the PC area for seniors to live with a continuum of care – we have to leave town	2
The population justifies a senior center	1
Visit senior center / housing in Jackson	-
Senior center – 6000 for demographics	1
Keep it possible for long time residence who have made PC what it is, able to stay here, and after retirement	3
Keep senior center in present location add 30+ studio / 1 BR apts for resident ambulatory center – add living room, game rooms on main floor – provide housing unit for resident manager- flat lot with engagement to city makes lot work	5
The senior center has been communicating its needs with Jonathon and Kim back to 2013 – I'm disappointed this meeting failed to comment on previous information collected.	1

Aging in a place is part of community. This area is close to services – library, grocery store, pharmacy, etc. and buses and friends – assisted living facilities are not complicated to build or administer – think of age before youth.	4
Relocate senior center to rec building, Miner's hospital, or fire station – build affordable housing on land around senior center	-
AFFORDABLE HOUSING	
Is 1450 / 1460 Subsidized?	-
Do not Ghettoize LPA	2
Work with non-profits to renovate existing restricted deed housing	-
I worked hard to afford living in old town …. Now you want to give it away.	3
Consider selling property and spending money on affordable housing city wide	-
Fire station – reuse as housing for city / fire department housing. Park Ave has bus service and access to city	-
Affordable housing – community does not want additional density Pressure large employees (ski resorts / to build seasonal housing for their employees on site.	1
Clear public policy goals – define affordable housing	-
Poor quality affordable housing sends the middle class away	-
Fire station building is logical location for "Employee" housing	1
Large employers (ski resorts) need to be pressured to provide their own housing for seasonal workers on their own land	3
This plan ghettoizes affordable housing	2
Half the town is vacant	-
Concern about deed restrictions and enforcement	-
Affordable housing – purchase empty lots, buy homes and put in pool at basin	-
More bang for buck with Affordable housing outside of old town	-
This plan ghettoizes affordable housing	1
Use Knudsen land with resort for employee housing	-
Work force housing should include subsidized rentals	2
PEDESTRIAN PATH	
Prioritize strong east / west pedestrian corridor all the way through PCMR parking lot to base of mountain X2	1
Enhance pedestrian north / south along Woodside to library park area from east west circulation spine referenced above X2	-
Pedestrian corridor from Park Ave to resort	10
13th street corridor – use buses to stairs	-
Perhaps a pleasant pedestrian open space walking from City Park through to PCMR	-
Provide a walking corridor from the resort to City Park to old town	1
HEIGHTH VS WIDTH	
Build tall not wide – focus density in town to avoid sprawl and transportation / traffic issues	-
Build tall not wide, leave us some spare at the human level – the mountains are 3000 above us – we will still see them	-

Build tall not wide	1
GENERAL COMMENTS	
Put in a bocce court or two	2
No transit center	-
Think 1st class versus World Class	1
Small neighborhood common and cultural community gathering centers feel appropriate to a ?? neighborhood.	-
Buy SE Corner Woodside and 13th	-
Work with FEMA on Floodplain	1
Improve Park Ave as an entrance to the city	-
Full service, Olympic sized, year round (indoor) community pool	1
Mixed use	-
Repurpose fire station – Daycare, laundry	1
Budget?	-
We have to come to terms with density = more diverse community (generational / age/….)	-
Don't touch Minor's Hospital – PC historical Building	1
Demographics won't allow for density	-
Alternatives to traditional RDA	-
And no one under 30	-
Lower old town working group	1
Are there no woman architects?	2
Representation in workgroup from neighborhood	-
Ask the questions this week……. Innovation? Multigenerational? Economic Diversity?	
How do other cities do this? Can the discussion / exploration include winning examples?	-

DESIGN STUDY ATTACHMENT B - EMAIL COMMUNICATION/PUBLIC INPUT

From: Bill Humbert <recruiterguy@msn.com>
Sent: Friday, July 10, 2015 6:04 AM
To: Phyllis Robinson
Subject: FW: Open House with Lower Park Avenue Design Studio Participants

Hi Phyllis,

We are in Buffalo and Western New York at the beginning of next week.

I'd love to participate in the discussion but obviously cannot from 2000 miles away.

I also don't expect you to set up a conference bridge, nor would I want to attempt it where cell coverage is questionable.

Therefore may I make some suggestions?

1) Find a way to include some mixed use housing in addition to any buildings that may be 3 stories of low income housing.

2) Set a height restriction of nothing higher than the library - we really do not want the perception of Baltimore's tenement housing.

3) Add senior housing to the Senior Center - could even be 50+ year old worker housing for the Senior Center.

4) Whatever the use of the old firehouse, include housing above.

5) Limit parking to 1 vehicle per unit. Additional parking could be at a lot in Quinn's Junction and available by bus - more frequent in the morning and evening.

Now I will go back to vacation and working on my speaking business.

Have a Wonderful Weekend!

Bill

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LinkedIn: http://www.linkedin.com/in/recruiterguy Feel free to invite me to join your LinkedIn network.
Twitter: RecruiterGuy81

Check out RecruiterGuy's recruitment related Thought Leadership -
 http://www.recruitingtrends.com/search-results?searchword=Bill%20Humbert&searchphrase=all

Bill's first recruitment related book has been released - "RecruiterGuy's Guide to Finding a Job" - read about the book and order it from http://www.amazon.com/RecruiterGuys-Guide-Finding-Job-ebook/dp/B00DR4O8T0/ref=sr_1_1?s=digital-text&ie=UTF8&qid=1373981446&sr=1-1&keywords=recruiterguy%27s+guide+to+finding+a+job Recognized as one of "50 Great Writers You Should Be Reading" by The Authors Show - http://tinyurl.com/co8xmlp

Subject: Open House with Lower Park Avenue Design Studio Participants
From: elizabeth.quinnfregulia@parkcity.org
To: recruiterguy@msn.com
Date: Thu, 9 Jul 2015 22:18:31 +0000

Join us for an open house welcoming participants
of the Lower Park Avenue Design Studio.

Dear Community Members,
Park City Municipal Corporation will be conducting a Design Studio for the Lower Park Avenue Area from July 13 to 16.
Please join us in welcoming the Design Studio Participants and communicating your throughts and ideas.

Monday, July 13, 2015
5:30 - 7:00 pm
Park City Library
1255 Park Avenue, Park City

5:30 – 6:00 pm: Gathering & Refreshments
6:00 – 6:30 pm: Welcome and Participant Introductions
6:30 – 7:00 pm: Conversation

Tell us your ideas for making Lower Park Avenue a vibrant, complete community.

If you are unable to make the open house...
We will also be welcoming members of the public from 4 pm to 5 pm on the 14th and 15th.
Final presentations to City Council will be made Thursday, July 16th.

All events will take place at the library.

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From: Elizabeth Quinn-Fregulia
Sent: Wednesday, July 15, 2015 3:09 PM
To: Phyllis Robinson
Subject: FW: Tomorrow's Lower Park Avenue Design Studio Study Session Moved to Council Chambers

From: Brian Van Hecke [mailto:bvhutah@gmail.com]
Sent: Wednesday, July 15, 2015 3:09 PM
To: Elizabeth Quinn-Fregulia
Subject: RE: Tomorrow's Lower Park Avenue Design Studio Study Session Moved to Council Chambers

Thanks Phyllis! Great seeing you earlier this week… I appreciate your input and update on the process.

Brian Van Hecke

From: Phyllis Robinson [mailto:elizabeth.quinnfregulia@parkcity.org]
Sent: Wednesday, July 15, 2015 2:41 PM
To: bvhutah@gmail.com
Subject: Tomorrow's Lower Park Avenue Design Studio Study Session Moved to Council Chambers

New Location! July 16th Lower Park Avenue Design Studio
Council Study Session Moved to Council Chambers

Dear Community Members,
Thank you for being so involved in the Lower Park Avenue Design Studio process to-date. Hearing directly from the community always enriches the process.
The Mayor and City Council will hold a study session with the ten design studio participants tomorrow, July 16th. No Council decisions will be made at this meeting.

The study session location has moved! It will now be held in Council Chambers at City Hall.

Lower Park Avenue Design Studio Study Session
Thursday, July 16, 2015
3:30 to 4:30 pm
COUNCIL CHAMBERS
Park City Municipal Corporation
445 Marsac Avenue, Park City

If you are unable to make the study session...
We would still love to hear your thoughts. Email us at parkcitydesignstudio@gmail.com.

Check out the public comments from the July 13 open house.

Read a summary of the May 19 community workshop.

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From: Elizabeth Quinn-Fregulia
Sent: Thursday, July 16, 2015 9:03 PM
To: Phyllis Robinson
Subject: Fwd: Tomorrow's Lower Park Avenue Design Studio Study Session Moved to Council Chambers

Thanks,
Elizabeth Quinn Fregulia
(c) 415.203.5779

Sent from my iPhone

Begin forwarded message:
From: Michael Witte <mwitte@mac.com>
Date: July 16, 2015 at 8:57:16 PM MDT
To: <elizabeth.quinnfregulia@parkcity.org>
Subject: Re: Tomorrow's Lower Park Avenue Design Studio Study Session Moved to Council Chambers
Hello Phyllis

I want to thank you and congratulate you on engineering and facilitating a very worthwhile initial design process for Lower Park Avenue. I am certain that you are kicking back this evening and rejoicing in the fact that this is over for now!

As a resident of Lower Woodside and president of our HOA, I believe I can help you and the city evolve an approach to this area which will “thread the needle” by balancing neighborhood concerns with the broader concerns and policy issues the city must deal with. My primary concern is that the city finally ACT on this opportunity. This is a time for courage and leadership if we want to create a “new” community north of the library.

I am always available to you to help where I can. And, don’t forget, rental vouchers can and should be a central part of the plan for lower Woodside.

Best,

Michael Witte
On Jul 15, 2015, at 2:40 PM, Phyllis Robinson
<elizabeth.quinnfregulia@parkcity.org> wrote:

New Location! July 16th Lower Park Avenue Design Studio
Council Study Session Moved to Council Chambers

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Check out the public comments from the July 13 open house.

Read a summary of the May 19 community workshop.

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From: Abby McNulty <amcnulty@pcschools.us>
Sent: Monday, July 13, 2015 2:59 PM
To: parkcitydesignstudio@gmail.com; Council_Mail; Phyllis Robinson
Subject: Lower Park Avenue Redevelopment

To Whom it May Concern,

For the last 15 years, I have lived in Old Town. I live at 921 Norfolk. Since I moved to Old Town, I have seen the neighborhood change a lot.

The change that really gets me is that people are leaving Old Town. Families, couples, and individual home-owners are packing their bags and moving to other neighborhoods.

With each house that sells, a second home-owner moves in. This has happened to every single house next to me, across the street from me, and behind me. It's sad because my street, Norfolk, used to be a real community. Families - people - used to live on Norfolk.

My husband and I have discussed many times if we should also leave. Seek a neighborhood that has a "neighborhood feel." One where our children can have friends next door. Despite the chatter, we will never move. We love it in Old Town. It's an amazing place to live. We walk everywhere. We love City Park and Main Street and we have always loved the mix of people that are drawn to living in town - the mix of the affluent, the ski bum, the main street worker, and the working families.

We used to be able to mix with these folks right outside our door. That's not possible anymore. As I mentioned, we don't have year-round neighbors.

Why does this matter? Because, the Library Park is where I meet everyone now. The library Park is where our neighbors get together, casually and informally, to catch up. I visit the park with my young kids - to sled, build snowmen, fly kites, and just have a moment laying in the grass. While I'm there, I

connect with friends and strangers. At the park, I run into dog friends, mom friends, tourists, preschool teachers, and our favorite librarians. It's the perfect, impromptu, gathering spot.

The Library Park is a community gathering spot. Do not take away this valuable asset. Do not mess with something that is so key to our community fabric. Do not destroy the last place we have to be neighborly.

I am 100% in support of affordable housing. I am hugely in support of affordable housing that would bring families back to Old Town - units with some elbow room, and 2 or 3 bedrooms. I would love to see the City purchase any remaining lots in town and build housing on them. I would love to see the City purchase existing homes (much like open space is purchased) and include them in the affordable housing pool. I think there are so many more creative strategies that must be explored. And I personally would gladly be taxed a higher rate to support more creative, yet more costly, solutions to the affordable housing issue. I simply do not support you taking away our community gathering spot.

Sincerely,

Abby McNulty

From: Sharon Christiansen <sharonc435@gmail.com>
Sent: Friday, July 17, 2015 5:04 PM
To: Phyllis Robinson
Subject: Dear Phyllis: You did a fabulous job with the Design Team! I just came across some cute micro housing units, #9, 11 & 12. Just FYI. 12 Tiny Dream Homes You Won't Believe | Home Decor | Interior Design

http://homegardenvibes.com/12-tiny-dream-homes-you-wont-believe/9/
Sharon Christiansen

From: webmaster@parkcity.org
Sent: Wednesday, July 15, 2015 3:18 PM
To: Phyllis Robinson
Subject: Park City: New Location for tomorrow's Lower Park Avenue Design Studio Study Session

New Location for tomorrow's Lower Park Avenue Design Studio Study Session
Posted Date: 7/15/2015
The Mayor and City Council will hold a study session with the ten Lower Park Avenue design studio participants tomorrow, July 16th. No Council decisions will be made at this meeting.
The study session location has moved! It will now be held in Council Chambers at City Hall.
Final Lower Park Avenue Design Studio Study Session
Thursday, July 16, 2015
3:30 to 4:30 pm
COUNCIL CHAMBERS
Park City Municipal Corporation
445 Marsac Avenue, Park City
If you are unable to make the study session...
We would still love to hear your thoughts. Email us at parkcitydesignstudio@gmail.com.
Check out the meeting summary of the Lower Park Avenue Community Workshop, which was held at The Yarrow Hotel on May 19.
Here is a compilation of the public comments we received at the July 13 Design Studio Open House.

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From: George Goodman <usageorge@yahoo.com>
Sent: Monday, July 13, 2015 4:41 PM
To: Council_Mail; Phyllis Robinson; parkcitydesignstudio@gmail.com
Cc: Abby McNulty
Subject: Re: Lower Park Avenue Redevelopment

To Whom it May Concern,

For the last 15 years, I have lived in Old Town. I live at 921 Norfolk. Since I moved to Old Town, I have seen the neighborhood change a lot.

The change that really gets me is that people are leaving Old Town. Families, couples, and individual home-owners are packing their bags and moving to other neighborhoods.

With each house that sells, a second home-owner moves in. This has happened to every single house next to me, across the street from me, and behind me. It's sad because my street, Norfolk, used to be a real community. Families - people - used to live on Norfolk.

My husband and I have discussed many times if we should also leave. Seek a neighborhood that has a "neighborhood feel." One where our children can have friends next door. Despite the chatter, we will never move. We love it in Old Town. It's an amazing place to live. We walk everywhere. We love City Park and Main Street and we have always loved the mix of people that are drawn to living in town - the mix of the affluent, the ski bum, the main street worker, and the working families.

We used to be able to mix with these folks right outside our door. That's not possible anymore. As I mentioned, we don't have year-round neighbors.

Why does this matter? Because, the Library Park is where I meet everyone now. The library Park is where our neighbors get together, casually and informally, to catch up. I visit the park with my young kids - to sled, build snowmen, fly kites, and just have a moment laying in the grass. While I'm there, I

connect with friends and strangers. At the park, I run into dog friends, mom friends, tourists, preschool teachers, and our favorite librarians. It's the perfect, impromptu, gathering spot.

The Library Park is a community gathering spot. Do not take away this valuable asset. Do not mess with something that is so key to our community fabric. Do not destroy the last place we have to be neighborly.

I am 100% in support of affordable housing. I am hugely in support of affordable housing that would bring families back to Old Town - units with some elbow room, and 2 or 3 bedrooms. I would love to see the City purchase any remaining lots in town and build housing on them. I would love to see the City purchase existing homes (much like open space is purchased) and include them in the affordable housing pool. I think there are so many more creative strategies that must be explored. And I personally would gladly be taxed a higher rate to support more creative, yet more costly, solutions to the affordable housing issue. I simply do not support you taking away our community gathering spot.

Sincerely,

George Goodman
PO Box 3236
Park City, Utah 84060
202.641.7838
usageorge@yahoo.com

From: kittyimskier@aol.com
Sent: Wednesday, June 03, 2015 9:22 AM
To: Phyllis Robinson
Subject: Re: Lower Park Avenue Workshop Notes

Hi Phyllis
Thank you so much for sending the information notes. I have been racking my brain to try to remember how I know you and I think it was working as an Election Judge. Not sure though. I have such a terrible memory and I'm sorry I didn't remember.

My townhouse is at 1475 Park Avenue and I want to make a comment about mixing different age groups into one building as was mentioned by one very young guy who was looking at it from his perspective. Here is my view having lived through hell for nine years. I am the only full-time owner occupant of the six townhouses where I live. The fellow who owns the townhouse behind mine rents to kids on a yearly basis. He had a group of boys who had graduated from high school in his unit when I moved in. They had five trucks for the two parking spaces allowed and were always parking their trucks in my two spaces. They also were running around in the summer in just their briefs on the common deck used by all 6 townhouses. I was the only other occupant. Two years ago it was rented to another large group of high school graduates who started cooking dinner on the deck at 10pm with massive parties but sometimes their parties started at 2am. I don't know who was supplying them with alcohol but they were falling down drunk and throwing up all over the deck and in my driveway. They were yelling and screaming all night long and had loud music. They couldn't get the gas BBQ to work so they piled charcoal that they got at the 7-11 on the gas grill and lit it but they did have enough brains to know to disconnect the gas. I double checked my smoke alarms. I was calling the police on them all the time and finally the police must have told them to move their parties because I read police reports of big parties up the street on Woodside. The group in there now are in their early 30's and I did have to call the police during one of their big parties that started after 10pm but not since then. They had a problem with the BBQ after moving in and I don't know what happened but the flame was up to the third floor (from the 2d floor of the deck) and the renter did pull the gas line out right away but it scorched the building and he was able to put the fire out as I was running with my fire extinguisher. One of my neighbors was in town during the winter and heard a lot of noise in the common hot tub which is right outside her unit at 1am. She is the HOA President and went out to talk with them because the hot tub is closed at 10pm. They were all nude and would not get out when she told them she was calling the police. The police made them get out.

Those are examples of what I have been putting up with while waiting for housing prices to go up to where they were when I bought. I cannot afford a house in another location in Park City which is why I am having to move away from Park City. Some other thoughts I have are that more and more full-time adults are moving out being replaced by people who will be renting their units to whomever will pay so Park City is losing their voting base. There will be more problems needing police services because of nightly, weekly, and work force housing in Old Town. There needs to be affordable housing for full-time resident owners who vote and have a concern about how our town is run. I like the idea that Deer Valley

has of having a lot of their workforce away from town and they provide free bus service. That helps keep our town a real town AND cuts down on traffic. I believe there should be more of that for the workforce.

Also, I am among those that think there needs to be two big free Express Bus access parking areas at the two main Park City entrances. One by the Visitor Center with a lot of parking and a heated building with ski lockers so those from Summit Park to Kimball Junction can park there taking the free bus to the resorts. The bus from that lot would be an Express Bus from that lot to Canyons, then to PCMR, then to Deer Valley. The other free Express Bus access should be another big parking lot with a heated building with bathrooms & lockers from 248. It could be located either near the hospital or east of the Rt 40 exit. That would make it a easy entrance for those who have moved to Kamas and those who have moved to Heber & Midway. The Express Bus would take them from that lot to PCMR and then to Deer Valley. Make it easier than driving, faster than driving, comfortable, convenient and free. I have talked with my friends who have moved outside Park City and that is what they would like.

Thank you for your help with this.
Kitty Imdahl

-----Original Message-----
From: Phyllis Robinson <probinson@parkcity.org>
To: Phyllis Robinson <probinson@parkcity.org>
Sent: Tue, Jun 2, 2015 5:58 pm
Subject: Lower Park Avenue Workshop Notes
Hi,
Thank you again for participating in the Lower Park Avenue workshop. Attached is a copy of all the comments and ideas developed by the small groups. I apologize for the delay. This information has been provided to City Council. It will also be provided to the participants in the July Design Studio.

I will keep you updated on future opportunities to participate in this process. If you have any questions, or suggestions, please feel free to call me.

Thank you again,
Phyllis Robinson

Phyllis McDonough Robinson
Communications & Public Affairs Manager
435-615-5189

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From: Ed Lewis <elewis@snocru.com>
Sent: Tuesday, July 14, 2015 6:37 PM
To: Diane Foster
Cc: Jack Thomas; Phyllis Robinson; Jonathan Weidenhamer; Elizabeth Quinn-Fregulia
Subject: Re: Lower Park Avenue

Thanks Diane.
Maybe not "proposed development" more "potential" in either case I DO NOT approve.
Please take note of all the disparaging remarks toward this potential development of our valuable open space. I say that because after this afternoons meeting it seems as if all the comments that support keeping the park were disregarded by your team and the designers.

Thanks,
Ed

Ed Lewis
www.snocru.com
617-840-6630

On Mon, Jul 13, 2015 at 11:20 PM, Diane Foster <Diane.Foster@parkcity.org> wrote:
Good Evening Mr. Lewis –

Thank you for attending this evening and I am sorry I did not have an opportunity to meet you.

The City Council Study Session happening at the Library's Santy Auditorium starts at 3:30pm on Thursday. Here is a link to the agenda: http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=15241

One clarification that both Phyllis and I have mentioned and that was reiterated by the Mayor this evening: There is no proposed park development – there are no proposals at all. There is not yet ANY specific plan for development of ANY of the municipal properties in this area. The community meetings to date, including this evening have been focused on gathering public input so that the City Council and community may begin to consider options on municipal properties in this area. Some of the needs that we have heard expressed over the years, including this year, have included both affordable housing and senior needs. The Design Studio is intended to take the community input received to date and begin to propose designs for how the community needs might be furthered. After the Design Studio, and after the City Council and the community have had a chance to consider some of the ideas that come out of the Design Studio, Phyllis will work with the City Council – in a series of open and public meetings – to

begin to understand which concepts from the Design Studio deserve further exploration.

Thanks again for participating in the process.

Regards-

Diane
From: Ed Lewis [mailto:elewis@snocru.com]
Sent: Monday, July 13, 2015 10:44 PM
To: Diane Foster
Cc: Jack Thomas; Phyllis Robinson; Jonathan Weidenhamer; Elizabeth Quinn-Fregulia

Subject: Re: Lower Park Avenue

Thanks Diane. Sorry for the delay, just seeing this.
Great turnout this evening, it was almost overwhelming how much the community was against the proposed park development. Which makes me a bit less concerned.
Is the Thursday council meeting 3:30PM or 6PM?

Thanks

Ed Lewis
www.snocru.com
617-840-6630

On Mon, Jul 13, 2015 at 10:45 AM, Diane Foster <Diane.Foster@parkcity.org> wrote:
Good morning Mr. Lewis –

A "final decision" timeline has not been set. The City Council will need to hear from the public and the Design Studio team. Thereafter, in the coming months, staff will further discuss the topic with Council and the public and will get some initial direction on high level concepts and uses for the area from the City Council.

I have copied the Mayor on this email. His contact information is:
jack.thomas@parkcity.org
435-615-5010

Hope you have an opportunity to participate this evening.

Regards-

Diane
From: Ed Lewis [mailto:elewis@snocru.com]
Sent: Monday, July 13, 2015 9:58 AM
To: Diane Foster
Cc: Elizabeth Quinn-Fregulia; Jonathan Weidenhamer; Phyllis Robinson

Subject: Re: Lower Park Avenue

Hi Diane,
Nice to e-meet you. Hope you had a great weekend.

If I am considered a "stakeholder" then so our my neighbors, but none of them knew about this either. We are the most affected with this proposed project. All of this is brand new to us and we've been in the area for well over 5 years (my wife and I 3+ yrs), some much longer. All that being said we do now and what's done is done.

If Thursdays meeting is not going to be a meeting in which a decision will be made regarding 13th St then when might that be?

Also can you please provide me the mayor's direct email and phone number?

Thanks,
Ed

Ed Lewis
www.snocru.com
617-840-6630

On Sun, Jul 12, 2015 at 6:55 PM, Diane Foster <Diane.Foster@parkcity.org> wrote:
Good Evening Mr. Lewis –
Phyllis has a huge week ahead of her, so I am not sure if she will see this email this evening, so I thought I would jump in. My name is Diane Foster and I am the City Manager for the City of Park City. Stakeholders are generally considered anyone who might somehow be affected by or who have an interest in a particular project. In this specific case, you would be considered a stakeholder. A Park City taxpayer could also consider himself or herself a stakeholder.
Jonathan Weidenhamer, the City's Economic Development Manager, is the overall project leader for the Lower Park Avenue Redevelopment Authority and Phyllis Robinson, our Public Affairs Manager who oversees both public engagement and housing is the project leader on this particular aspect of the project. "This particular aspect" is the Design Studio that will be conducted this week, as well as all of

the City's efforts to gain public input regarding what could be done with property that the City owns in this area. Phyllis will also oversee any future housing project that could be done in this area, as she has done in the past with other municipal project. The exact parcels that the City owns can be seen on the map below. Jonathan and Phyllis are two of the three peer leaders of the City's Sustainability team and work quite closely together. While Phyllis, Jonathan and I are all accountable for this project and the multiple public processes that have come before the one happening this week, the City Council is the ultimate decision maker.

As Phyllis stated in her email, no formal vote or other City Council action will be taken this week with regard to this project. The process has taken many years to get to this point and has included many, many opportunities for public input. On May 19, 2015 a Community Workshop focused on these same properties in this same area was held at the Doubletree/Yarrow Hotel. You can find the input collected from a number of community members in attendance starting on page 6 of this report to City Council that was presented on June 4,
2015: http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=15040

We are by no means done with the process. There will be future opportunities for public participation and public input. Your Mayor and City Council members are also available for you to speak with and I think you will find them quite accessible and they care very much about hearing from residents. You can find their contact information here: http://www.parkcity.org/index.aspx?page=58 If you would like to email the Mayor and City Council all at the same time, you can send an email to Council_Mail@parkcity.org A news story about that event and a photo can be found here: http://www.parkrecord.com/city/ci_28172909/ideas-and-ideals-considered-along-park-city-street

You mentioned that you recently purchased your home on Park Ave & 13th – how long ago did you move to town? If you moved here recently, you may not be aware of two of the best sources for local information: KPCW Radio and The Park Record. Here are some recent articles from the Park Record regarding your neighborhood:

* July 10, 2015: Design studio focused on important Park City street http://www.parkrecord.com/city/ci_28466437/design-studio-focused-on-important-park-city-street
* May 22, 2015: Ideas, and ideals, considered along Park City street http://www.parkrecord.com/city/ci_28172909/ideas-and-ideals-considered-along-park-city-street
* May 15, 2015: City Hall considers future of important stretch of Park Avenue http://www.parkrecord.com/city/ci_28126088/city-hall-considers-future-of-important-stretch-of-park-avenue
* February 3, 2015: Park City seeks 'bold commitment' to housing options http://www.parkrecord.com/city/ci_27451623/park-city-seeks-bold-commitment-to-housing-options
* February 3, 2015: Study planned to map route around Park City traffic http://www.parkrecord.com/city/ci_27451619/study-planned-to-map-route-around-park-city-traffic

And some stories from KPCW Radio:

* July 10, 2015: Park City mayor Jack Thomas and City Spokeswoman Phyllis Robinson have updates from Thursday's City Council meeting and Monday's kick off to the Lower Park Avenue Charette http://kpcw.org/post/local-news-hour-friday-july-10-2015
* May 14, 2015: Library Is Currently In Development Including Lower Park Avenue http://kpcw.org/post/library-currently-development-including-lower-park-avenue

Additionally, Phyllis has already added you to the email list she has developed for people expressing a specific interest in Lower Park Avenue. If you would like to receive emails with information about upcoming City Council meetings or other types of community news, you can sign up for various City email publications here: http://www.parkcity.org/index.aspx?page=335

Please do let me know if Phyllis, Jonathan or I can answer any other questions. And I do hope you can attend the Design Studio event on Monday (tomorrow) from 5:30pm to 7:30pm at the Library near your home. More information on that event is below.

Regards-

Diane

Diane Foster
City Manager
Park City Municipal

p 435.615.5151
c 435.901.2802
w www.parkcity.org

http://www.parkcity.org/index.aspx?page=23&recordid=992&returnURL=%2findex.aspx

From: Ed Lewis [mailto:elewis@snocru.com]
Sent: Sunday, July 12, 2015 5:57 PM
To: Phyllis Robinson
Cc: Elizabeth Quinn-Fregulia; Jonathan Weidenhamer; Diane Foster
Subject: Re: Lower Park Avenue

Hi,
Thanks for getting back to me.

What qualifies someone as a "stakeholder"?

I hate to repeat myself, but who is accountable for this project? Who is the project manager? Is it Jonathan? Is it you?

Also will there be a vote by the town/neighborhood? And when will it be, is that Thursday?

Please let me know as I DO NOT want this happening.

I live on the corner of 13th and Park Ave.

Thanks,
Ed

Ed Lewis
www.snocru.com
617-840-6630

On Fri, Jul 10, 2015 at 6:00 PM, Phyllis Robinson <probinson@parkcity.org> wrote:
Hi Ed,
Thanks for your email. For the past several years we have been looking at possible redevelopment options for city-owned property in the Lower Park Avenue area with City Council. This spring we began a community outreach process that has included stakeholder interviews and a community workshop to gather additional information about community needs in Park City and more specifically what's missing in Lower Park Avenue. I'm attaching the community workshop notes from the May meeting.

Next week we have invited a group of design and planning professionals to take a look at all of the information that has been compiled over the past several years and develop several alternative concepts for consideration by the City Council and the community. This stage we are in a planning exercise to help winnow down options that might merit further consideration. We have included an open house on Monday, June 13, for the community to share ideas directly with the design team. The community is invited to join the team on Tuesday and Wednesday at 4p for each day's wrap up. The team will present their concepts to City Council in a study session on July 16. The final time for the Council meeting will not be set until Monday and will be posted on the city's website at www.parkcity.org. I expect it to be late afternoon.

I want to be clear that no Council action will be taken on Thursday. This is scheduled as a "study session" or informational session only. The design team will walk through their process and present concepts to City Council on Thursday. We are recording the process and presentations, as well, and will have them posted to our website once editing is complete. Our next step would be to return to City Council in work session to discuss the concepts presented and community input and ask Council how they would like us to proceed.

I hope you can join us on Monday or stop by to see the work in progress. All of the meetings will occur in the Park City Library 3rd Floor Community Room. If you have specific ideas for what's needed in the Lower Park Avenue area, we'd love to hear them. If you cannot attend the meeting, you can share your thoughts directly with the design team at parkcitydesignstudio@gmail.com.

I've added you to the mailing list to ensure you receive direct email information on this planning exercise. Should there ever be an application for a development proposal that abuts your property that would set in place a complete set of legal noticing requirements. What is your property address?

Thank you, again, for your email. I look forward to meeting you.

Enjoy the weekend.
Phyllis

Phyllis McDonough Robinson
Communications & Public Affairs Manager
435-615-5189

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From: Ed Lewis [mailto:elewis@snocru.com]
Sent: Friday, July 10, 2015 5:17 PM
To: Phyllis Robinson; Elizabeth Quinn-Fregulia; Jonathan Weidenhamer
Subject: Lower Park Avenue

Hey guys,

Happy Friday.

My name is Ed Lewis, my wife and I just recently bought a 2 family home on the corner of Park Ave and 13th St. Immediately adjacent to your proposed development.

I would like to know who is responsible for this potential Lower Park Ave development?

I would also like to know why as a direct abutter and a friend to several direct abutters we were not notified? It seems as if you are operating with total disregard to the neighbors, our opinions, our quality of life, and our property values...hopefully I am mistaken.

Looking forward to hearing back from you.

Ed Lewis
www.snocru.com
617-840-6630

From: Ed Lewis <elewis@snocru.com>
Sent: Saturday, July 18, 2015 1:01 PM
To: Phyllis Robinson
Subject: Re: Next meeting on Lower Park Avenue

OK thank you

Ed Lewis
www.snocru.com
617-840-6630

On Fri, Jul 17, 2015 at 7:49 PM, Phyllis Robinson <probinson@parkcity.org> wrote:
Hi,
Just checked the city website. It is a Board of Adjustment meeting on the 21st.
P.

Phyllis McDonough Robinson
Public Affairs Manager
Park City Municipal

Sent from a mobile device. Please excuse misspellings and unfortunate autocorrects.

-------- Original message --------
From: Ed Lewis <elewis@snocru.com>
Date: 07/17/2015 6:16 PM (GMT-07:00)
To: Phyllis Robinson <probinson@parkcity.org>
Subject: Re: Next meeting on Lower Park Avenue
Hi,
Nice to meet you too.
I heard something on the radio regarding a city meeting Tuesday July 21st. Hence my email...

Ed

Ed Lewis
www.snocru.com

617-840-6630

On Fri, Jul 17, 2015 at 5:39 PM, Phyllis Robinson <probinson@parkcity.org> wrote:
Hi Ed,
It was nice meeting you yesterday. Thanks for attending the City Council Study Session. Our next meeting on Lower Park Avenue is Thursday, August 20th. It is scheduled for public input.
Have a good weekend,
Phyllis

Phyllis McDonough Robinson
Public Affairs Manager
Park City Municipal

Sent from a mobile device. Please excuse misspellings and unfortunate autocorrects.

From: Abby McNulty <amcnulty@pcschools.us>
Sent: Monday, July 13, 2015 7:10 AM
To: Phyllis Robinson
Subject: Re: Open House with Lower Park Avenue Design Studio Participants

Thanks Phyllis. I'll be at the meeting tonight.

Abby McNulty
Executive Director
Park City Education Foundation
(o) 435-615-0235
(c) 435-659-6946

www.pcef4kids.org

On Thu, Jul 9, 2015 at 4:50 PM, Phyllis Robinson <probinson@parkcity.org> wrote:
Hi Abby,
No Council action will be taken on Thursday. This is scheduled as a “study session” in our terms which is an informational session only. The team will walk through the concepts and recommendations with Council for their consideration. We are recording the process and presentations, as well, and will have them posted to our website once editing is complete. We’re looking for a place to post the concepts for folks to look at following the presentations, as well.

The next step would be to return to City Council – likely mid August – in work session to discuss how they would like to proceed. At that point we could receive direction to issue a request for proposals for architectural services for a specific project or set of projects or to proceed with a public private partnership, for example.

Looking forward to seeing you at our noon meeting on Monday.

Take care,
Phyllis

Phyllis McDonough Robinson
Communications & Public Affairs Manager
435-615-5189

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From: Abby Mcnulty [mailto:amcnulty@pcschools.us]
Sent: Thursday, July 09, 2015 4:32 PM
To: Phyllis Robinson
Subject: Fwd: Open House with Lower Park Avenue Design Studio Participants

Thanks for this info. Will there be a vote in the design ideas at city council on July 16?

Sent from my iPhone

Begin forwarded message:
From: "Phyllis Robinson" <elizabeth.quinnfregulia@parkcity.org>
Date: July 9, 2015 at 4:18:40 PM MDT
To: amcnulty@pcschools.us
Subject: Open House with Lower Park Avenue Design Studio Participants
Reply-To: elizabeth.quinnfregulia@parkcity.org

Join us for an open house welcoming participants
of the Lower Park Avenue Design Studio.

Dear Community Members,
Park City Municipal Corporation will be conducting a Design Studio for the Lower Park Avenue Area from July 13 to 16.

Please join us in welcoming the Design Studio Participants and communicating your throughts and ideas.

Monday, July 13, 2015
5:30 - 7:00 pm
Park City Library
1255 Park Avenue, Park City

5:30 – 6:00 pm: Gathering & Refreshments
6:00 – 6:30 pm: Welcome and Participant Introductions
6:30 – 7:00 pm: Conversation

Tell us your ideas for making Lower Park Avenue a vibrant, complete community.

If you are unable to make the open house...
We will also be welcoming members of the public from 4 pm to 5 pm on the 14th and 15th.
Final presentations to City Council will be made Thursday, July 16th.

All events will take place at the library.

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445 Marsac Avenue * P.O. Box 1480
Park City , UT | 84060 US
This email was sent to amcnulty@pcschools.us.
To continue receiving our emails, add us to your address book.

LOWER PARK AVENUE DESIGN STUDIO OVERVIEW

Park City Council Study Meeting
Thursday, June 16th

Lower Park Avenue Design Studio

Community Engagement to Identify Ideas and Opportunities (SPRING 2015)

- Interviews
- Let's Talk Park City – Visioning and Lower Park Ave
- Community Workshop

Design Studio (July 13-16, 2015)

- Open House – Gather Comments and Introduce Participants
- Develop Concepts
- Present Concepts

Initial Internal Review (July/August 2015)

City Council Work Session (August 20, 2015)

Community Engagement to Consider and Refine Concepts (Fall 2015)

Council Work Sessions

Community Conversations

Workshops & Neighborhood Presentations

Neighborhood Meetings

Tentative Council Direction (December 2015)

IDEAS GENERATED DURING THE LOWER PARK AVENUE DESIGN STUDIO HELD JULY 13-16, 2015

By:

Chris Retzer, Newpark Property Management
Cory Shupe, Blu Line Design
Ehlias Louis, Gigaplex Architects
Eric Egenolf, Process Studio PLLC
Hank Louis, Gigaplex Architects
Hans Cerny, Caddis
Peter E. Federman, Pete & Company
Sid Ostergaard, Elliot Workgroup
Soren Simonsen, Community Studio
Tim Sullivan, InterPlan Co.

AGENDA

Introduction - Peter E. Federman

East West Connection - Chris Retzer, Ehlias Louis, Hans Cerny, Tim Sullivan

Library Park – Cory Shupe, Eric Egenolf

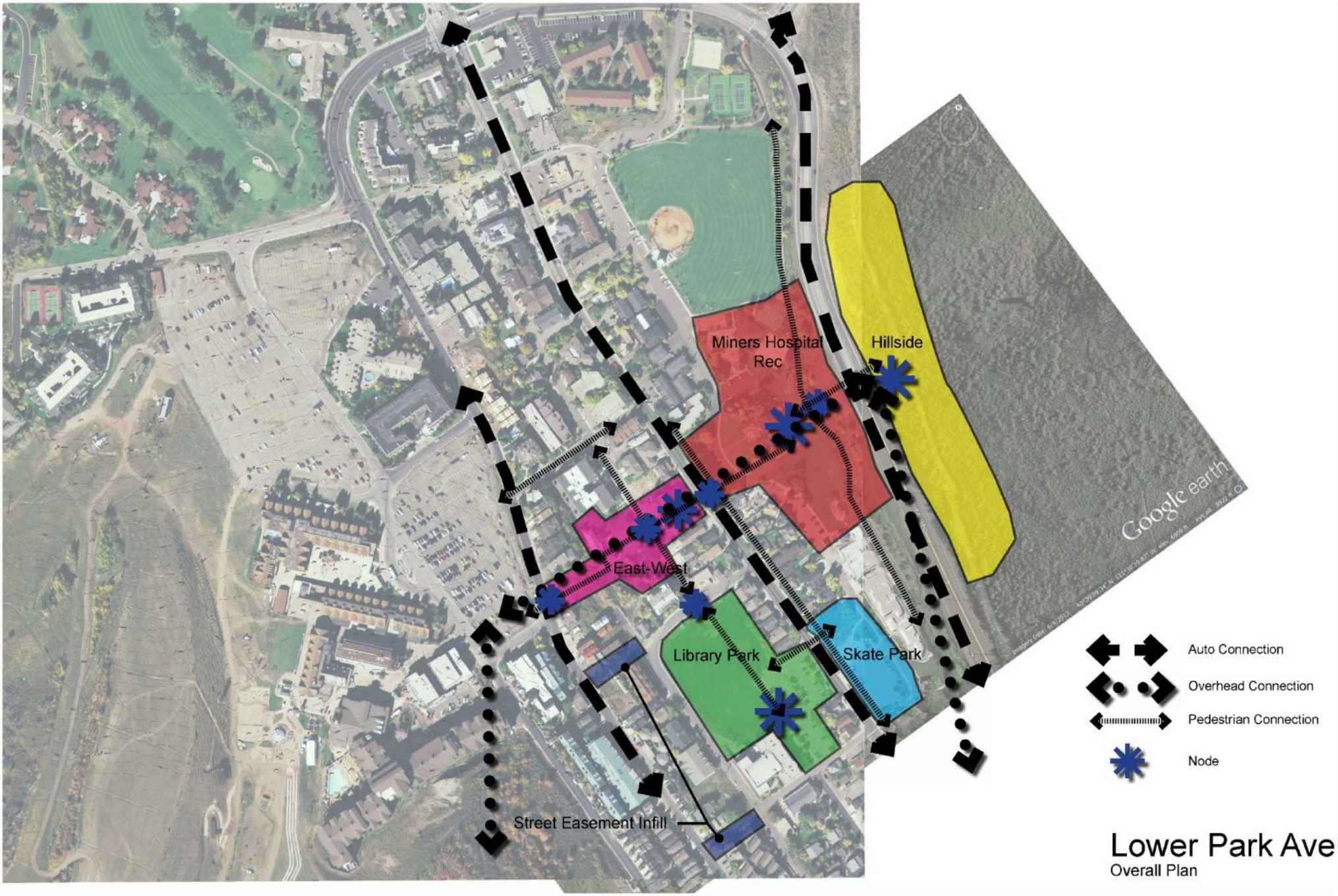
Miner's/Recreation/Deer Valley Drive - Hank Louis, Sid Ostergaard, Soren Simonson

Skate Park - Hank Louis, Hans Cerny

Street Easement Infill - Soren Simonson

Conclusion - Soren Simonson

Discussion and Questions


Miners Hospital
Rec
Hillside
East-West
Library Park
Skate Park
Street Easement Infill
Google earth
Auto Connection
Overhead Connection
Pedestrian Connection
Node
Lower Park Ave
Overall Plan

East West Corridor

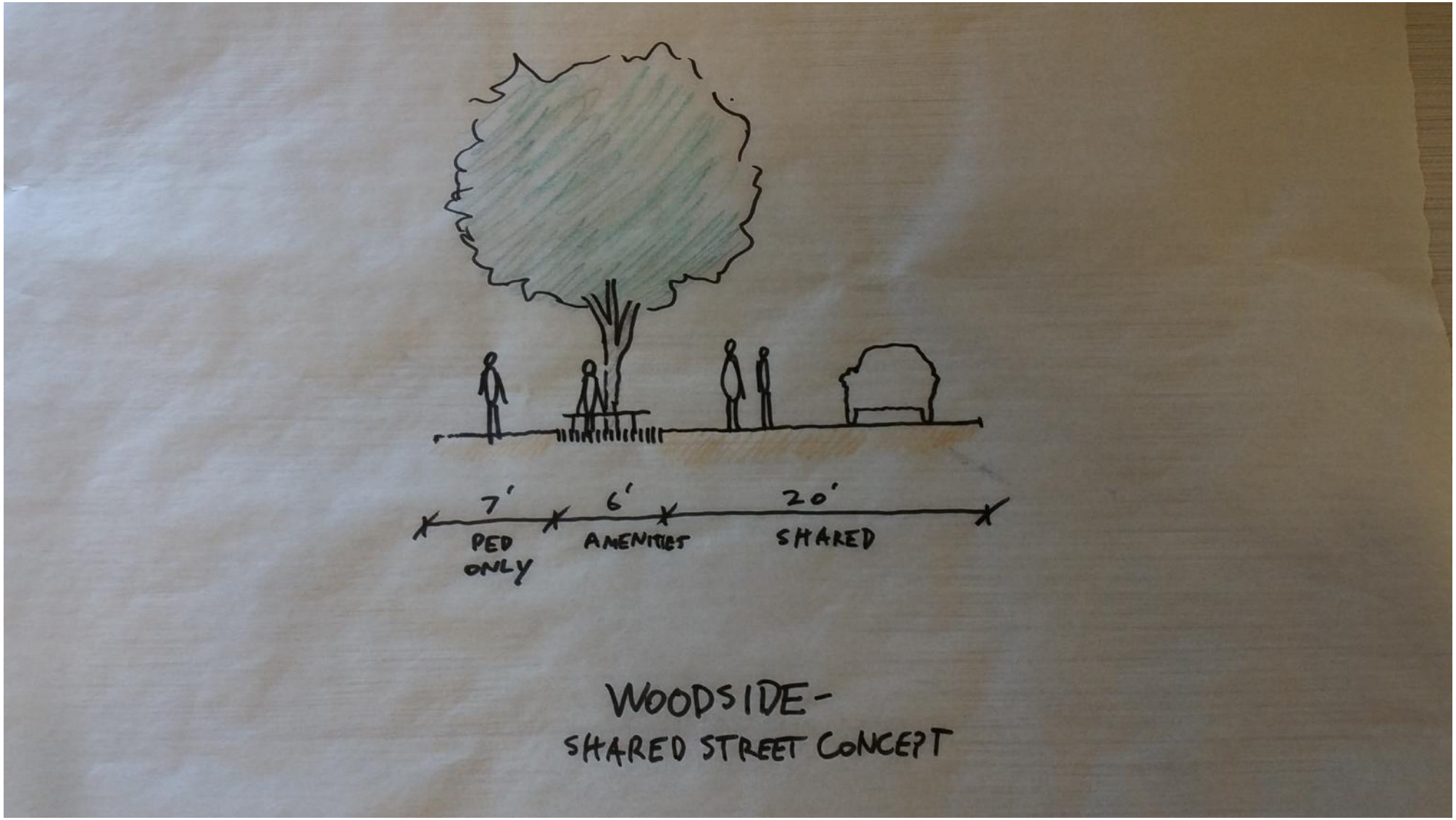
Introduction / Big Idea

- Capitalize on the potential of city property to revitalize and serve the community
- Priorities
  - Neighborhood Core
  - Connectivity
  - Mixed Use
- Common Themes
  - East – West: Pedestrian Corridor from Empire to Park Avenue
  - North – South: Transform Woodside into a Shared Street
  - Scrape the Park Ave Fire Station
  - Re-locate the Senior Center

Woodside

- North-South Pedestrian Connectivity to Library Park
- Maximize the Narrow Right of Way
- Street as Public Space
- Local Vehicle access

Shared Street



East / West – Low Density

Low Density

- Surface Parking (~16 stalls)
- Greenbelt Corridor: Two community gardens, sledding hill, bike bath,
- No Flex or Light Commercial
- Height: Historic scale (two stories)
- Core Housing: 14 townhomes (~1,250 sf)

East / West – Mid Density

Mid Density

- Surface Parking (~48 stalls)
- Height: Historic scale on Empire, Park Ave and in Center
- Empire Housing: 11 cottages (~1500 sf)
- Core Housing: 24 cottage flats (~750 sf) in 12 two-story cottages
- Park Ave Housing: 2 duplex units (~1000 sf)
- Core Commercial: Flex and light commercial on eastside of Woodside (~4,000 sf)
- Community Garden

East / West – High Density

High Density

- Underground Parking (~135 – 175 stalls)
- Height: Historic scale on Empire & Park Ave with height in Center
- Empire Housing: 11 cottage (~1500 sf), 6 accessory units (~650 sf)
- Core Housing: 74 apartments (~750 sf) in 3-story buildings
- Core Commercial: Flex and light commercial on first level with set backs at Woodside and Park Ave (~11,000 sf)

East / West – High Density Bridge

East / West – High Density Parking Garage

Micro-Units (exhibit)

- At-Grade Parking (~60 stalls)
- Height: Four Stories (3 levels residential above parking)
- Housing: 84 micro-apartments (~300 sf)
- Smaller units encourage single occupancy, fewer cars, upgrading housing, etc.

Micro-Units

- At-Grade Parking (~60 stalls)
- Height: Four Stories (3 levels residential above parking)
- Housing: 84 micro-apartments (~300 sf)
- Smaller units encourage single occupancy, fewer cars, upgrading housing, etc.

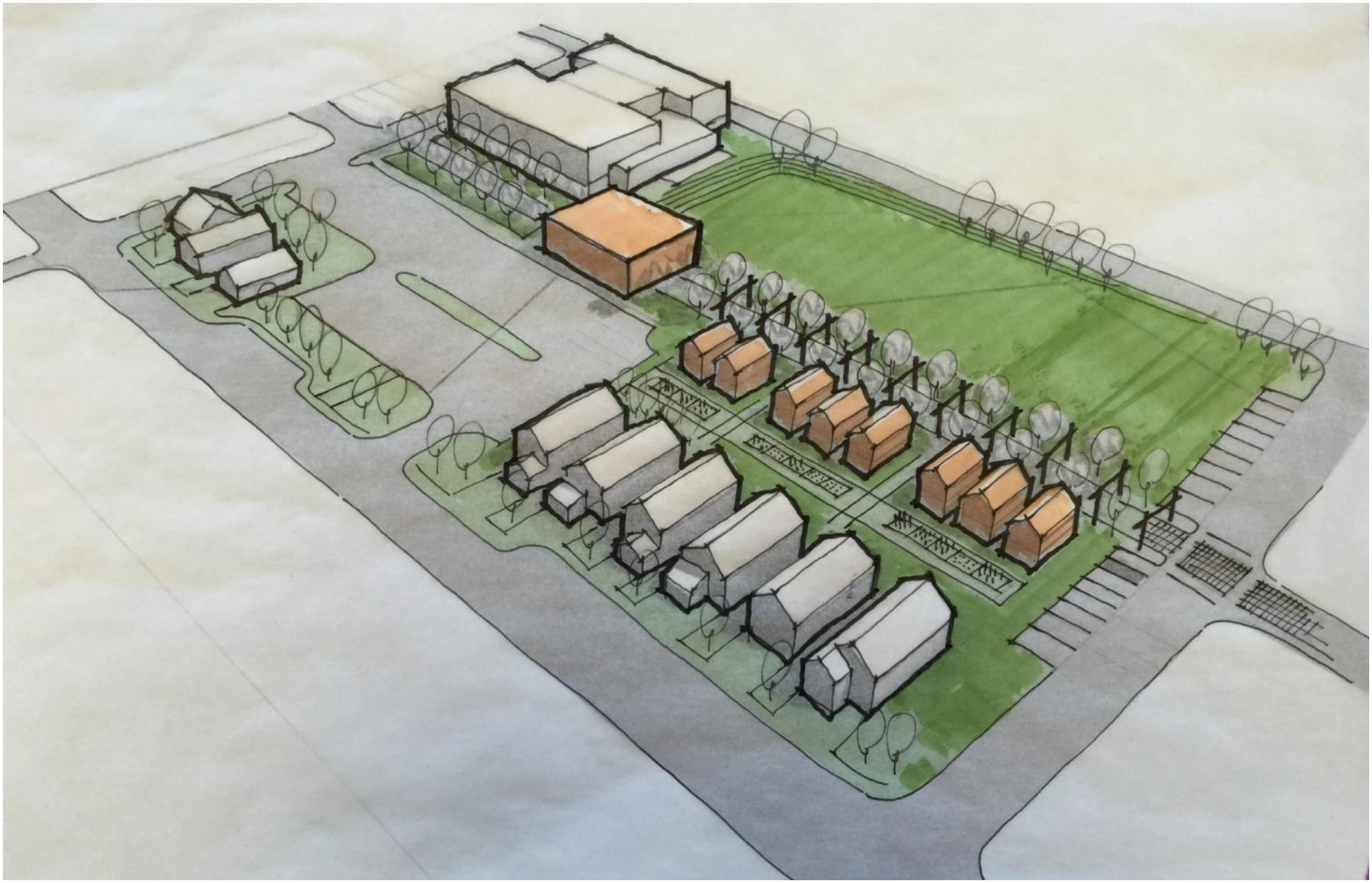
Live Work

- At-Grade Parking under building (~18 stalls = 2/unit)
- Height: Three Stories (2 levels residential above office and parking)
- Live-Work Units: 9 units (~2,000 sf residential above ~1,000 sf office)

Library Field

Library Option #1

Library Option #1



Library Up Close

Library Option #2

Library Option #2

Library Option #3

Library Option #3

Library Option #4

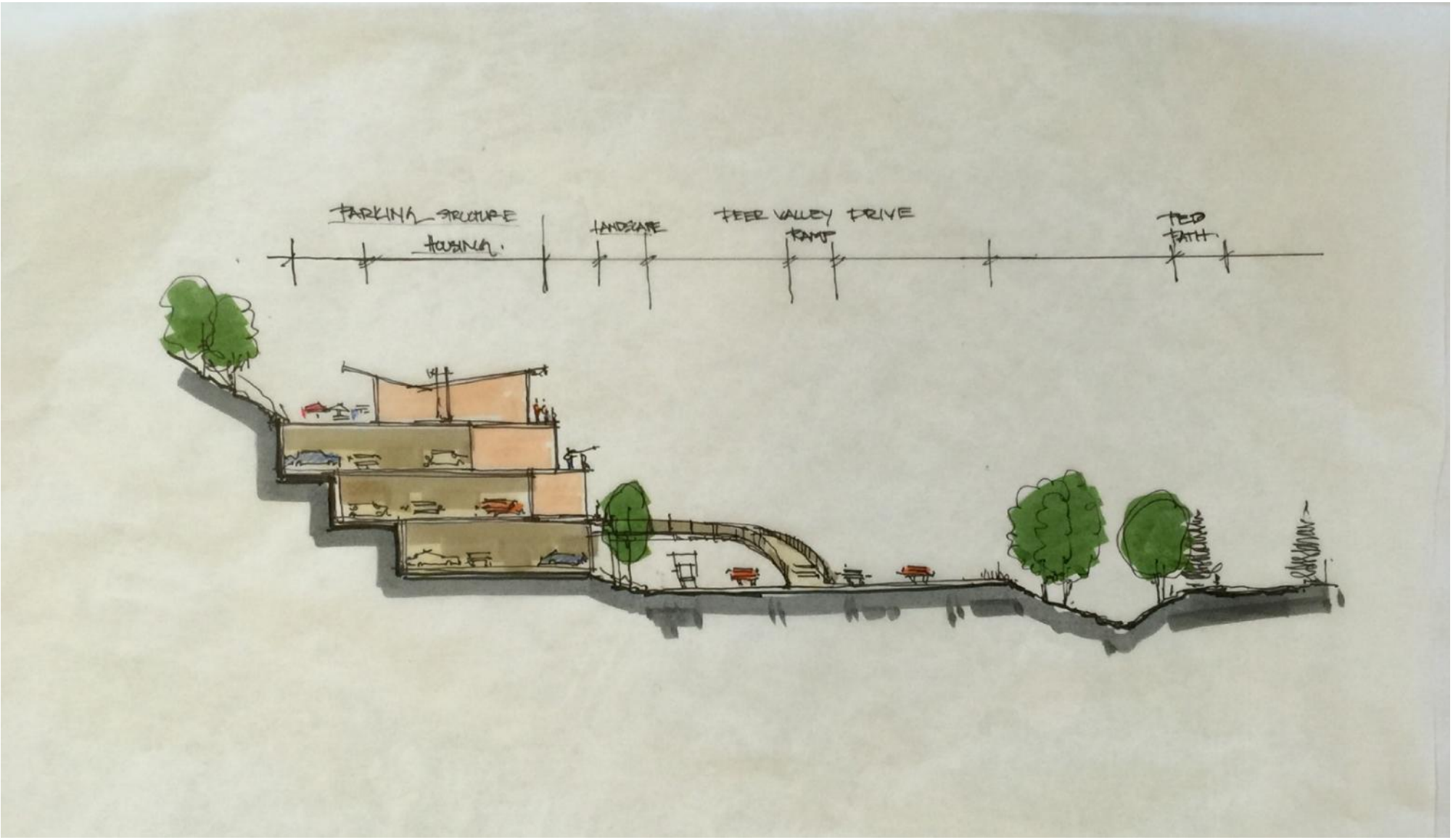
Library Option #4

Miner’s / Recreation / Deer Valley Drive

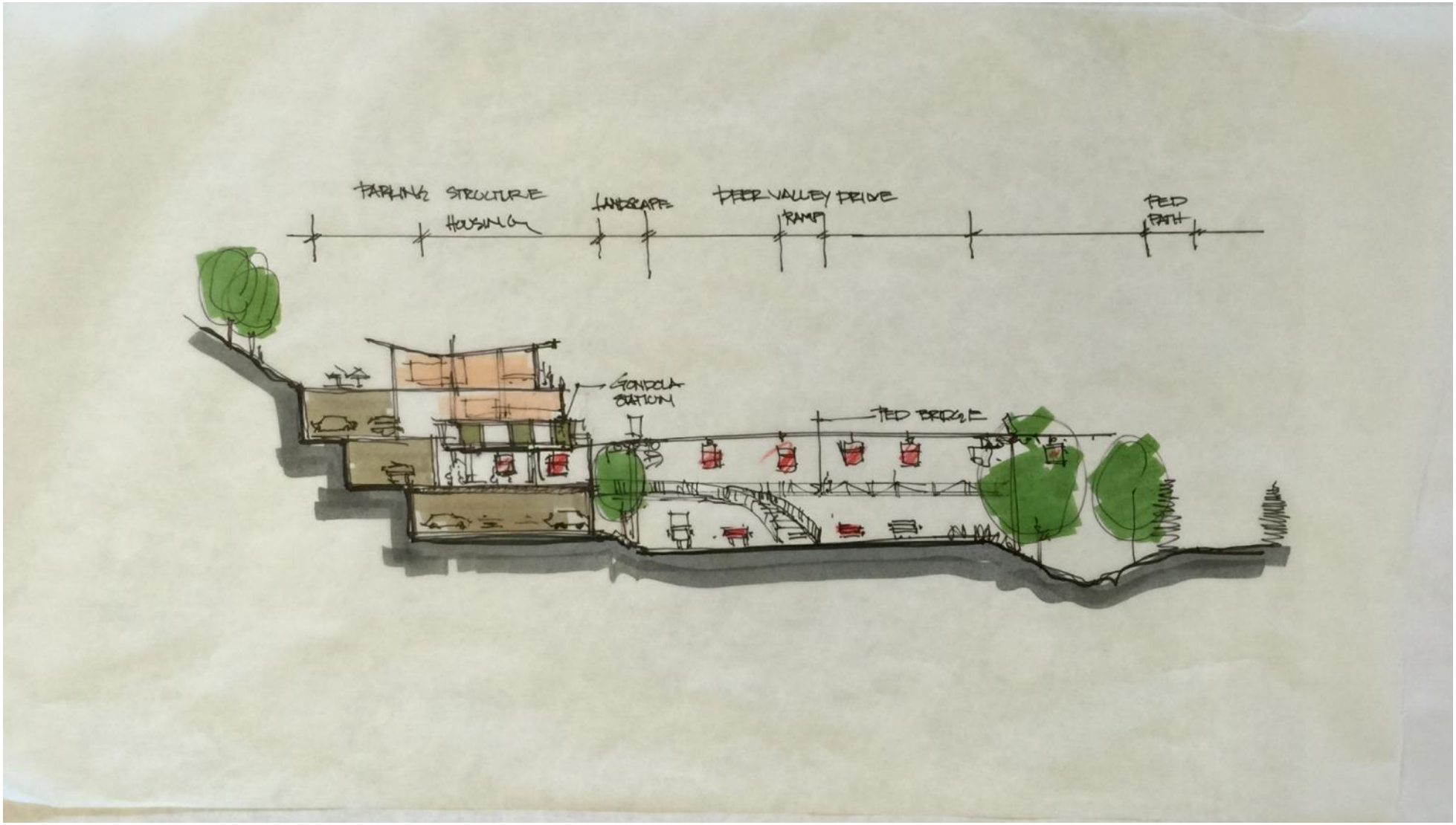
Miner’s / Recreation / Deer Valley Drive - #1

Miner’s / Recreation / Deer Valley Drive - #2

Deer Valley Drive Section



Deer Valley Drive Section

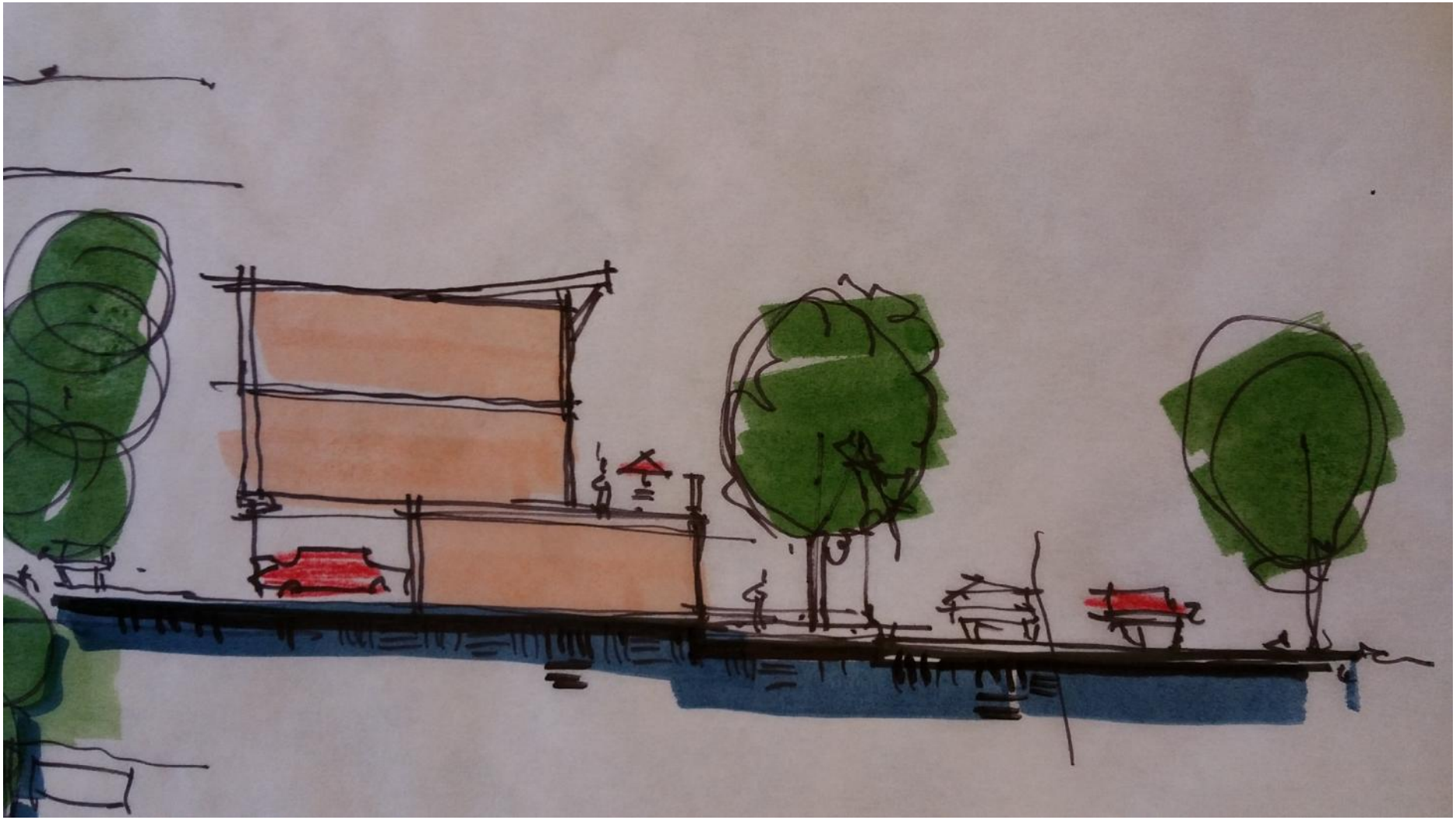


Skate Park Parking

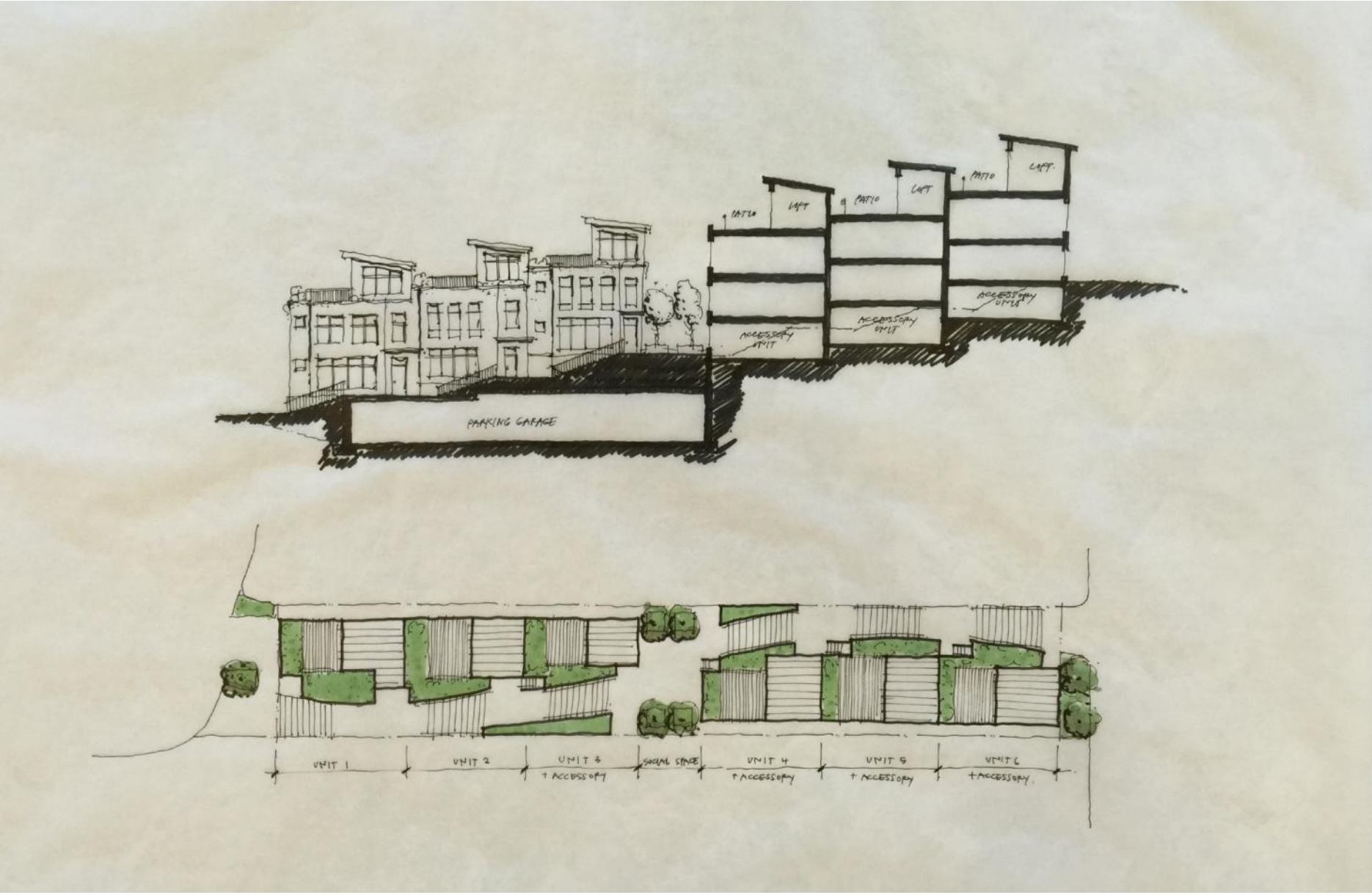
Skate Park Parking – Option #1

Skate Park Parking – Option #2

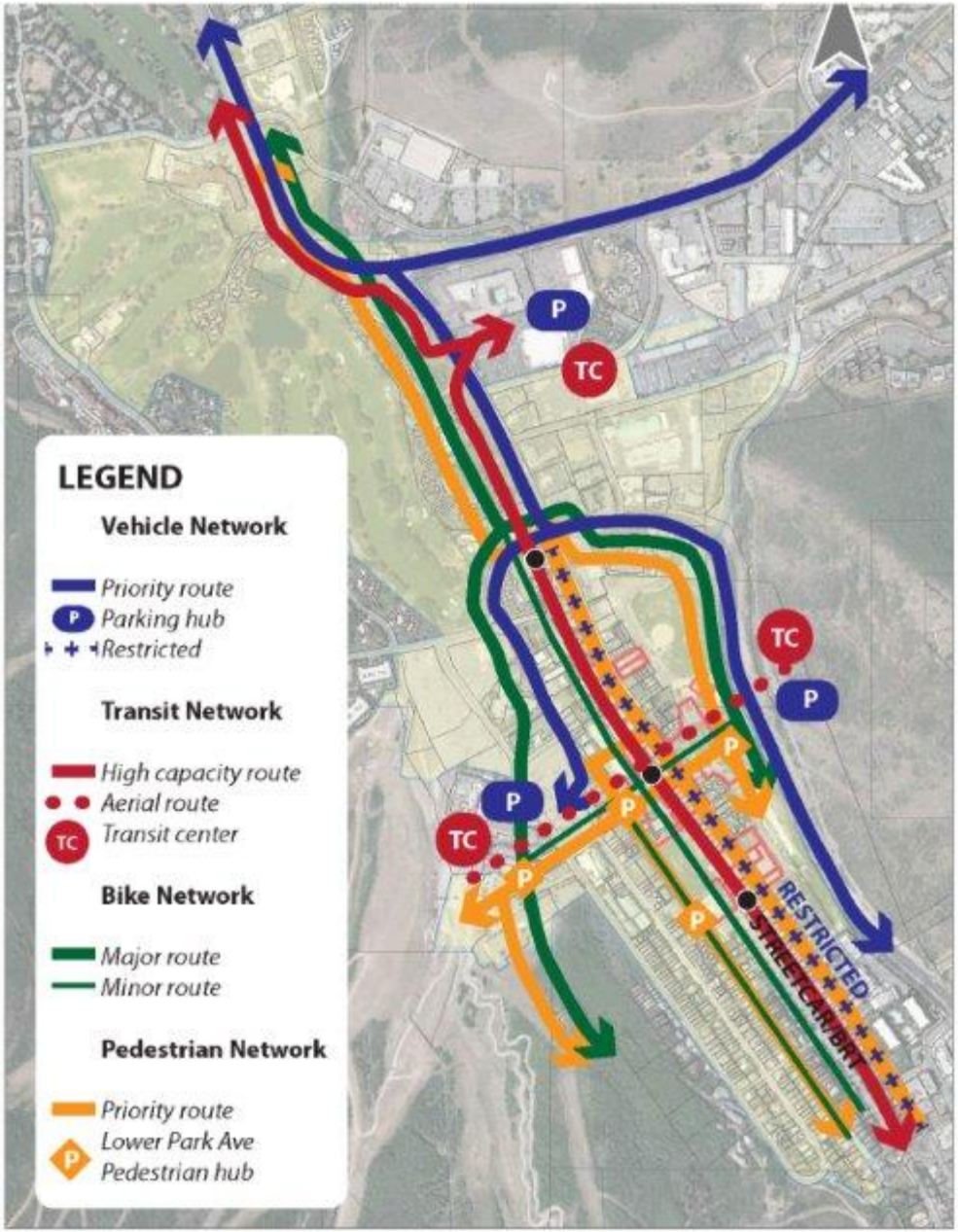
Skate Park Parking Section



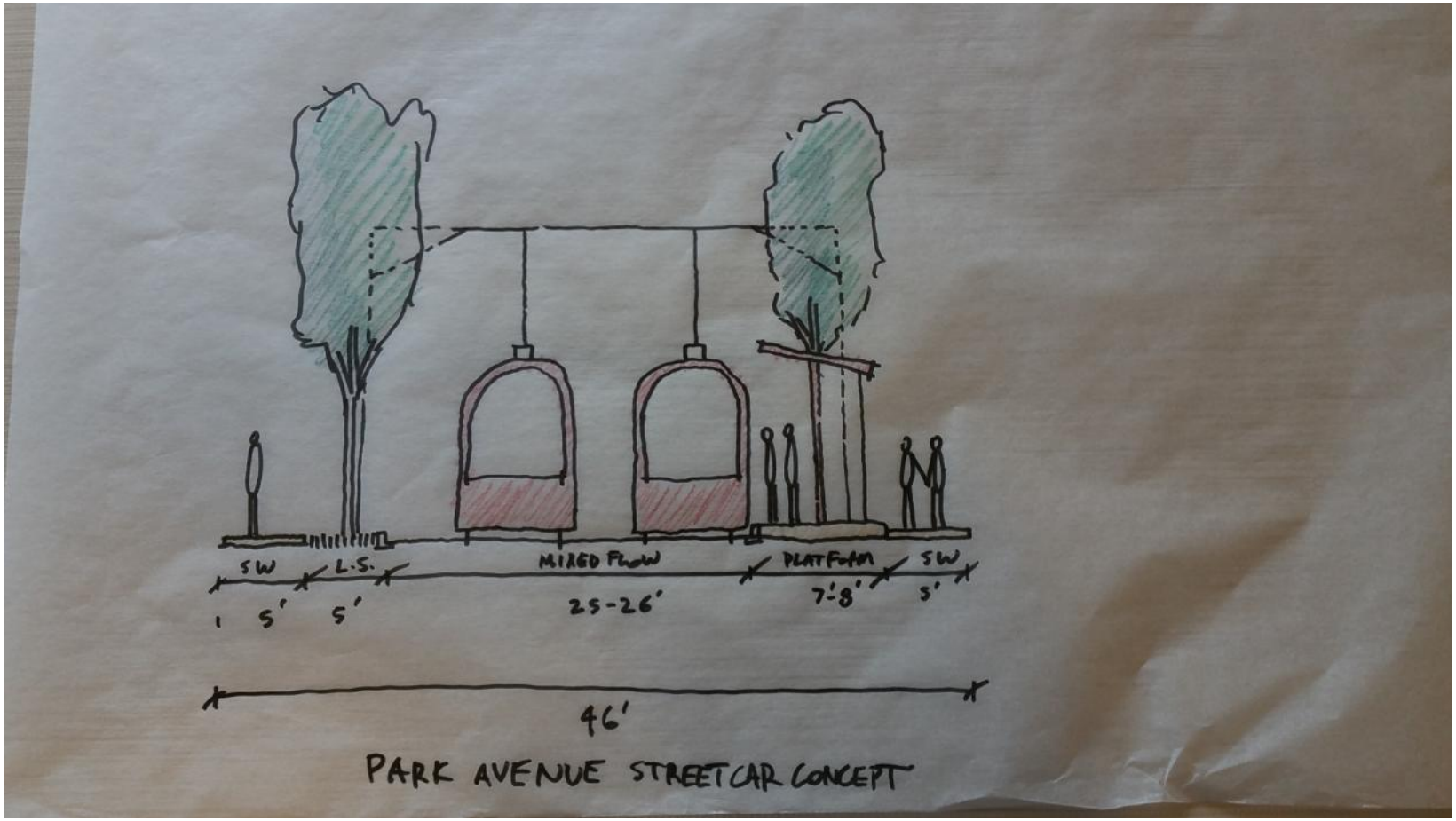
Woodside Drive



Lower Park Avenue-centric Transportation Concept



Park Avenue Transit Concept



Transportation

Lower Park Avenue Study Session

Park City has three types of formats for Council items: Study Session, Work Session or Regular Session. Today's Lower Park Avenue Council Item is a Study Session. The format includes a presentation by staff and consultants, information sharing among Council members and discussion among Council, staff and consultants. The purpose of the Study Session is to present information and concepts and develop knowledge for future decision making by City Council. While Study Sessions are open to the public, as observers, the public does not participate in the Council-staff dialogue. No formal action or vote is taken during a Study Session. Ordinarily a study session would be held in the back of the Council Chambers. Our format is slightly different today to allow for additional seating in the Council Chambers. Below is a summary of the three types of Council items.

	Study Session	Work Session	Regular Session
Purpose	Discussion Only	Direction	Decision
Staff Report	Short staff report, background material, no recommendation	Staff report with background, analysis, recommendation & specification of direction needed	Staff report with background, analysis, recommendation & specification of decision needed
Public Input	None	If noticed for public input or if Mayor decides to take public input	If noticed for Public Input

How to Keep In Touch on the Lower Park Avenue Process

- Sign in and leave your name and email on the sheet in the hallway. If you attended Monday's evening meeting and provided your name and email you do not need to do so again.
- Register for electronic notification on www.parkcity.org. Select News Releases.
- Join LetsTalkParkCity.com
- Follow us on Facebook at City Government of Park City, Utah
- Follow us on Twitter @parkcitygovt
- Leave a comment at parkcitydesignstudio@gmail.com
- Tune in to KPCW 91.9 FM for Public Service Announcements and news reports. City Manager Diane Foster provides a preview of the upcoming Council agenda every Wednesday at 8:30a. Mayor Jack Thomas and members of the City Council take turns providing a weekly wrap up on Fridays at 8:30a following City Council meetings.
- Read the Park Record for advertisements and articles on upcoming meetings

Community Engagement to Identify Ideas and Opportunities (SPRING 2015)

- Interviews
- Let's Talk Park City – Visioning and Lower Park Ave
- Community Workshop

Design Studio (July 13-16, 2015)

- Open House – Gather Comments and Introduce Participants
- Develop Concepts
- Present Concepts

Initial Internal Review (July/August 2015)

City Council Work Session (August 20, 2015)

Community Engagement to Consider and Refine Concepts (Fall 2015)

Council Work Sessions

Community Conversations

Workshops & Neighborhood Presentations

Neighborhood Meetings

Tentative Council Direction (December 2015)

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

City Council adopted the Traffic and Transportation Master Plan (TTMP) on October 6, 2011. The Plan set out certain targets in order to develop a more robust multi-modal transportation system. The Introduction to the Plan states:

> *"As Park City and its surrounding area becomes an increasingly popular place to live, work, and recreate, the demands on its transportation system begin to take on a higher priority among city leaders. This transportation plan is intended to address multi-modal transportation needs of Park City to the year 2040. To that end, there are three "themes" that emerged about the nature of transportation, traffic congestion and Park City's future transportation vision during this process.*
>
> - *Traffic congestion on "Gateway Corridors" (SR-224 and Kearns Boulevard) should not be a limiting factor to growth in Park City.*
>
> - *Multi-modal approaches to traffic management beginning on Gateway corridors and continuing in Park City will be necessary to avoid traffic problems that put quality of life in conflict with sustainable growth.*
>
> - *This approach requires Park City to accept some level of traffic congestion and that this level must continually be evaluated and balanced with overall community support.*
>
> *These themes form the foundation for this transportation plan. This plan outlines a series of steps that embrace a multi-modal approach which establish a path for mid-term and long-term evolution towards a transportation environment that is less reliant on the single-occupant vehicle."*

This report summarizes many elements of the City's Transportation Plan and provides an assessment on implementation effectiveness in the form of the Annual Report Card.

Respectfully:

Alfred Knotts, Transportation Planning Manager

City Council
Staff Report

Subject: **Monthly Update on Accelerated Traffic and Transportation Master Plan (TTMP) Goal Achievement and Presentation on Annual TTMP Annual Report Card**

Author: **Alfred Knotts, Transportation Planning Manager**
Brooks T. Robinson, Senior Transportation Planner
Department: **Transportation Planning**
Date: **November 19, 2015**
Type of Item: **Work Session Discussion**

Summary Recommendations:
Council should review this report, discuss the goals\metrics\Annual Report Card and action plan, and re-confirm the policies and direction established in the Transportation Master Plan.

Acronyms used in this report:
TTMP –Traffic and Transportation Master Plan
TDM – Transportation Demand Management
ITS - Intelligent Transportation Systems
TMA - Transportation Management Association
UDOT – Utah Department of Transportation

Executive Summary:
City Council adopted the Traffic and Transportation Master Plan (TTMP) on October 6, 2011. The Plan set out certain targets in order to develop a more robust multi-modal transportation system. The Introduction to the Plan states:

"As Park City and its surrounding area becomes an increasingly popular place to live, work, and recreate, the demands on its transportation system begin to take on a higher priority among city leaders. This transportation plan is intended to address multi-modal transportation needs of Park City to the year 2040. To that end, there are three "themes" that emerged about the nature of transportation, traffic congestion and Park City's future transportation vision during this process.

- *Traffic congestion on "Gateway Corridors" (SR-224 and Kearns Boulevard) should not be a limiting factor to growth in Park City.*

- *Multi-modal approaches to traffic management beginning on Gateway corridors and continuing in Park City will be necessary to avoid traffic problems that put quality of life in conflict with sustainable growth.*

- *This approach requires Park City to accept some level of traffic congestion and that this level must continually be evaluated and balanced with overall community support.*

These themes form the foundation for this transportation plan. This plan outlines a series of steps that embrace a multi-modal approach which establish a path for mid-term and long-term evolution towards a transportation environment that is less reliant on the single-occupant vehicle."

This report summarizes many elements of the City's Transportation Plan and provides an assessment on implementation effectiveness in the form of the Annual Report Card. A complete copy of the plan can be found online at:
http://www.parkcity.org/Modules/ShowDocument.aspx?documentid=12390

Background:
On October 9, 2014, the City Council during a Work Session reviewed the Annual Report Card and the background and goals of the Transportation Master Plan. The staff report can be found here (starting on page 56):
http://www.parkcity.org/Home/ShowDocument?id=13416

At the October 9th meeting, the Council reaffirmed its support for the goals set forth in the Transportation Master Plan and also requested that staff return to Council in January with plans to accelerate achievement of Transportation Master Plan Goals prior to the 2040 target date. Minutes for the meeting can be found here (on page 4):
http://www.parkcity.org/Home/ShowDocument?id=14052

On January 8, 2015, Transportation Planning and Capital, Budget and Grants staff came back before the Council during a Study Session with the Accelerated Goals along with the financial implications of an accelerated program. The staff report can be found here (starting on page 4):
http://www.parkcity.org/Home/ShowDocument?id=14272

Council directed staff to pursue the accelerated goals. Minutes can be found here (starting on page 1):
http://www.parkcity.org/Home/ShowDocument?id=14370

The outcome of these discussions has been the procurement of consultants to perform the following studies:

- SR 248 Corridor Plan Update
- Bonanza Park – Lower Park Ave. – Park City Mountain Resort Transportation and Parking Siting Feasibility Plan
- Short Range Transit Development Plan
- Main Street area Parking Management Plan
- Transportation Demand Management Plan
- Transit Marketing Plan, with Summit County

In addition, staff has continued to coordinate work on:

- Main Street circulation
- Highway counts and trends (UDOT data)
- Intelligent Transportation Systems (ITS) with Blyncsy data capture and UDOT real time data and permanent variable message signs.
- School District Master Planning
- Mountain Accord Second Phase, with Summit County, Salt Lake City, and UDOT
- Weather Responsive Transportation Management

All of these plans are well underway with final deliverables expected throughout the next several months. Once the Council adopts each plan, the City can begin to implement the recommendations and affect the changes adopted in the Transportation Master Plan.

The Annual Report Card

The Annual Report Card is a new document within which the Transportation Planning staff will annually track, analyze and report the results of the 31 targets. This report will provide a feedback loop to Council and staff on whether the current "Action Plan" is adequately moving the City towards its 2040 TTMP targets, and if not, will focus efforts on the area of the Action Plan that needs improvement.

Analysis:

Staff has collected Annual Report Card data for the past couple of years and has found no appreciable changes since the TTMP was written. A summary of the Annual Report Card is found below and the full Annual Report Card is provided as "Exhibit A."

Annual Report Card

The Annual Report Card indicated that the following 2040 targets require additional attention.

- Single Occupant Vehicle Share too High
- Transit Time to Drive Time Ratio too Low
- Bicycle Time to Drive Time too Low
- Local Bus Daily Service Hours
- Regional Bus Local Service Hours
- Estimated Petroleum Use & Greenhouse Gas Emissions

Single Occupant Vehicle Share too High:

The single day snapshot of the major corridors shows that single occupant vehicles make up 65% of peak hour traffic on SR-224 and 79% of peak traffic on SR-248. This is in keeping with the other data the City has been collecting with the studies being conducted in 2015. It is clear additional actions will be required to achieve the 50% target by 2040. When adopted, the TDM and Parking Management plans should help guide behavior to reach the City's ambitious goal.

Staff thinks it is critical that the City develop a plan to play a lead role in organizing business districts and major employers in the formation of a Transportation Management Association (TMA). The first monthly meeting has already taken place with significant representation from community partners. The TMA will then guide the development and implementation of Transportation Demand Management (TDM) measures (e.g., paid parking, car-pool, van-pool, ride-share programs).

Transit & Bike Time to Drive Time Ratios too Low:

These ratios measure the competitiveness of Transit and Bike travel time to that of automobile travel time. The City's goal is to convince individuals to travel via other modes than the automobile. To accomplish this, the Bicycle and Transit modes need to be travel-time competitive. This can be accomplished by:

- allowing auto travel times to lengthen,
- by shortening transit or bike travel times,
- or a combination of these two approaches.

Strategies to accomplish the above could focus on obtaining dedicated right of way for bicycles and transit, incorporate technologies and capital improvements for transit (e.g., queue jumper lanes and signal prioritization) or simply waiting for auto travel times to lengthen.

Local and Regional Bus Hours:

The 2040 targets adopted in the TTMP have a target of 300 hours of regional average daily service and 450 hours of local average daily service. For 2015, the local average daily service Hours was 204 local daily service hours which was an increase of 4 hours from 2014. In regards to regional service, 104 hours of regional service were provide in 2015 which is a 6 hour increase over 2014and the Regional service increased by 6 hours. This is due in part to schedule adjustments for the PC-SLC Connect service and additional late night winter service last year for Main Street employees at within Park City.

The updating of the Short Range Transit Development Plan should incorporate some of this service growth. Staff believes the City\County support the development of a long range plan that incorporates these targets and lays out a 20-year plan of programs, services, and projects to achieve them. In the near-term, Staff recommends the City evaluate and recommend a set of priority strategies consistent with recommendations in the forthcoming Short Range Transit Development Plan.

New TDM Implementation:

See "Single Occupant Vehicle Share" section above.

Estimated Petroleum Use and Greenhouse Emissions:

These measures indicate the level of impact the transportation system is having on our environment. Reductions in the use of petroleum and the level of greenhouse gasses emitted as the result of our transportation system shall be accomplished through

reducing the use of the single occupant automobile and increasing the use of transit, bicycle and pedestrian modes. As such no specific action plan has been developed for this Annual Report Card element. Also, under the new third Critical Priority, titled "Energy", the City Council recently directed PCMC staff to also aggressively pursue goals and actions in an accelerated time frame to reduce both the municipal and the community carbon footprint.

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 + Well-utilized regional public transit + Accessibility during peak seasonal times + Safe community that is walkable and bike-able	+ Reduced municipal, business and community carbon footprints	+ Cluster development while preserving open space + Shared use of Main Street by locals and visitors + Physically and socially connected neighborhoods + Diverse population (racially, socially, economically, geographically, etc.)	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive ↑	Positive ⇧	Very Positive ↑	Positive ⇧

Comments: The success of the City's TMP is largely dependent upon diverting the forecasted growth in auto travel into other modes (Pedestrian, Bike, and Transit). This shift will not occur without significant effort, policy and regulatory changes, and financial investment to improve the attractiveness and convenience of these other modes.

EXHIBITS

Exhibit A – TTMP Annual Report Card

Details

	2040 Target	2013-14 Performance (June thru May)	2014-2015 Performance	Goal Action
Complete Streets (Goal One)				
SR-224 Single Occupancy Vehicle Share	50%	70%	65%	
SR-248 Single Occupancy Vehicle Share	50%	76%	79%	
Percent households within 1/4 mile of transit stop (Density >4 units/acre)	100%	67.1% Total residential households. 94% of higher density areas	No change from previous year	
Percent households within 1/4 mile of a Primary Bike Corridor (Density >4 units/acre)	100%	63.3% Total residential households. 89% of higher density areas	No change from previous year	
Convenient Transit (Goal Two)				
Daily Bus Hours (Local Service)	450 Hrs	200.37 Hrs	204.25 Hrs	
Transit Spine Frequency (Fresh Market to OTTC)	10 Min	10	10	
Regional Spine (Fresh Market to Kimball Junction)	10 Min	30	30	
PCMR to PCHS (Bus Travel Time minus Drive Time)	10 Min	3:09	4:44	
Transit Center to PC MARC (Bus - Drive Time)	10 Min	9:59	8:46	
DV to Snow Creek Liquor Store (Bus - Drive Time)	10 Min	13:13	13:15	
Regional Transit (Goal Three)				
Daily Bus Hours (Regional Service)	350 Hrs	98	104	
Communities Served	5	SLC, Basin	SLC, Basin	
Connected Out-of-the-Car (Goal Four)				
Primary Bike Corridor Completion (Expected by 2020)	100%	89% (added .7 miles to planned Park & Ride connection, was 94%)	No change, but upgraded path on west side of SR 224	
Secondary Bike Corridor Completion (Expected by 2020)	75%	63% (Royal St addition dropped percentage from 90%)	No change, but added Sharrows on Prospector and Park Ave as test.	
Increase Mobility & Reduce Car Travel (Goal Five)				
Drive time PCMR to PCHS (6 minute baseline)	<10% increase	7:51	6:26	
Drive time Transit to PC MARC (7 min baseline)	<10% increase	5:01	6:14	Within baseline
Drive Time DV to Snow Creek Liquor Store (7 min baseline)	<10% increase	7:47	7:45	
Ratios of car to bike and bus travel (Goal Five)				
Drive Time/Bike Time (PCMR to PCHS)	More than 1	1.31	0.68	
Drive Time/Bike Time (Transit to PC MARC)	More than 1	0.56	0.97	Convenience of cars
Drive Time/Bike Time (DV to Snow Creek Liquor Store)	More than 1	0.6	1.02	Downhill
Drive Time/Transit Time (PCMR to PCHS)	More than 1	0.71	0.43	Convenience of cars
Drive Time/Transit Time (Transit to PC MARC)	More than 1	0.33	0.58	"
Drive Time/Transit Time (DV to Snow Creek Liquor Store)	More than 1	0.37	0.63	"
No New Mileage (Goal Six)				
Total Lane Miles	Less than 250	201		
Promote Safety & Active Living (Goal Seven)				
Crash Rate	Decreasing from 7.9 Baseline	6.98	7.23	
Transportation Fatalities	0	0	0	
McLeod Creek Trail Usage per day	10% Increase	184	326	Increased
Poison Creek Trail Usage per day	10% Increase	550	134	Decreased
Rail Trail Usage per day	10% Increase	476	806	Increased
Dan's to Jan's Sidewalk Usage per day	10% Increase	1080	Construction	N/A
Little Kate Sidewalk Usage per day	10% Increase	102	47	Decreased
Transportation Adds to Community (Goal Eight)				
Change in Gateway AADT/Housing Units	Less than 1	1.03	1.03	
Change in Gateway AADT/Jobs	Less than 1	1.11	1.00	
Estimated Petroleum Consumption Equivalent kBTU	Decreasing from 570 M Baseline	576.2 M	644 M	Increasing
Estimated Annual Greenhouse Gas Emissions short tons	Decreasing from 50,181 Baseline	50,858	56,817	Increasing
Convenient Multi-Modal Access (Goal Nine)				
Major New Land Developments with infrastructure to meet Goals	N/A	N/A	N/A	
System & Demand Management (Goal Ten)				
New ITS Implementation	N/A	Actively Planning	In process with UDOT, Blyncsy operating	
New TDM Implementation	N/A	No Progress	Started TMA; TDM plan in process	

KEY		
Not on Target. Modify Action Plan.		
Below Target; needs additional monitoring.		
On Target. No action needed.		

MANAGER'S REPORT – 11/19/2015

Submitted by: **Craig Sanchez**
Subject: **2015 Season Public Construction Project Summary**

This is our Final Project Report for the 2015 Season. As you can see, it was once again a busy and productive year. Staff is currently working on scope of projects for the 2016 building season and will submit that report druing the winter of 2016 season.

Respectfully:

Craig Sanchez,

Main Street Streetscape

2015 Season

- Questar work from 4th St. to Hillside Ave. New main line, laterals, and meters. This completes Questar's work on Main St.
- New storm drain, conduits for future use, new street lights, new water meters, curb and sidewalk.
    - West side 4th St. to 5th St. 415 feet
    - East side 4th St. to Wasatch Brew Pub 550 feet. This completes the East side from Heber Ave to Wasatch Brew Pub, including the Bear Bench Walkway and Terigo Plaza.
- Repaired footings for columns on 3 buildings, Robert Kelly, Woodbury Jewelers, and Berkshire Hathaway.
- Bob Wells Plaza - including crosswalks at 5th St. and Swede Alley
- Bear Bench Walkway - installed in ground lighting

For further information contact Craig Sanchez csanchez@parkcity.org <mailto:csanchez@parkcity.org> 435-615-5206

Water Projects

Water SCADA and Telemetry Upgrade Project

- Working through the winter to cut over all water facilities from the old SCADA system to the new SCADA system. Anticipated date of completion is April, 2016 to have all water facilities running on the new SCADA system.

Water Fiber-Optic Project

- All conduit and appurtenances have been installed for this project
- Pull fiber optic cable in November
- Project complete by December
- This will allow for some essential water facilities to be tied into the City's existing fiber-optic network to ensure robust communications network between all water facilities.

Judge Pipeline Project -

- Judge Pipeline - Pipeline has been completed from Judge to Spiro Water Treatment Plant.

For further information please contact Nick Graue at nick.graue@parkcity.org <mailto:nick.graue@parkcity.org> or 435-615-5314

Park Avenue Pathway

- The Park Avenue Pathway Project will be substantially completed by November 13th. Substantially completion includes the installation of the underground utilities, which include a new waterline, new Questar gas line, new City fiber conduit and some storm drain replacement. Additionally, the entire pathway on the west side and concrete within the transit area has been completed, as well as, the major landscape items, including irrigation, mature trees and cor-ten retaining walls.

Several items were postponed to Spring 2016, due to delays associated with the utility work. These

items are as follows:

- Minor landscape items, including perennials, shrubs and ornamental grasses in the landscape buffer and within the transit area.
- The addition of clay pavers within the transit area. (This area will receive a temporary hardscape treatment in the form of asphalt for this winter, to maintain a level surface)
- Pathway and utility work on the east side of Park Avenue between the Christian Center and Homestake Drive.
- The outstanding items will be addressed, weather permitting, once the resorts have closed next Spring.

For further information contact Heinrich Deters hdeters@parkcity.org <mailto:hdeters@parkcity.org> 435-615-5205

Deer Valley Drive Phase 2 Project

- New concrete curb, gutter, and sidewalk on the south side of Deer Valley Drive from 'Y' to Snow Park Lodge.
- Installation of electrical/fiber boxes and bases from Rossi Hill to Deer Valley Loop
- Repairs to the rock wall on Bridge near the intersection of Deer Valley Drive and Deer Valley Drive North

For further information please contact Kim Clark Kim@v-i-a-consulting.com <mailto:Kim@v-i-a-consulting.com> or 801-860-7354

McHenry Avenue Project

Work completed on the street and utility improvements for McHenry Avenue.

For further information please contact Kim Clark Kim@v-i-a-consulting.com <mailto:Kim@v-i-a-consulting.com> or 801-860-7354

Street Projects -

The pavement management program is designed to maximize pavement life while minimizing pavement costs. This is completed by identifying the correct time frame for carrying out appropriate maintenance. Our Street network contains 126 lane miles. This year's work included rotomilling and paving of 5.4 lane miles and 4.6 lane miles of slurry sealing.

- 34.75 Tons of crack sealant was installed along various streets throughout Park City.
- 110 Utility Adjustments including Water Valves, Sewer, Storm Drain, and Survey Monuments.
- 5,526 Tons of hot asphalt overlays
- 44,421 square yards of Type II slurry seal coating.

- 19,035 square yards of seal coating was installed along our Bike paths.

Pavement condition reports have identified the overall condition of Park City's pavement system. A remaining service life (RSL) scale is used with 20 year remaining life being pavement in the best possible condition and a 0 year remaining life being the worst. This condition report includes the effect of surface, base, subgrade, load, environmental conditions and materials.

A RSL of 10 years or higher is ideal for pavements in the Intermountain Area. Currently we have a RSL of 8.84, this puts Park City very close to achieving the recommended RSL with current funding and materials cost levels. The higher we can keep the pavement score the less expensive they will be to repair and maintain.

An average RSL of 8.84 indicates that our pavement is in a routine maintenance category requiring thin to medium thickness overlays, slurry sealing and crack sealing have extended the service life of our

For further information please contact Troy Dayley troy@parkcity.org <mailto:troy@parkcity.org> 435-615-5637

SR 224 - Marsac Avenue

Marsac Ave re-pave UDOT project completed in a timely manner after Arts Fest and Tour of Utah.

- UDOT investigating reason for excess material traveling offsite (roundabout, Bonanza, and Park Ave intersections) and will be pressure washing the pavement arrows at Park Avenue the weekend of October 17th to see if the material comes off. Otherwise we will see if the snowplows affect it this winter.

For further information please contact Brooks Robinson brooks@parkcity.org <mailto:brooks@parkcity.org> 435-615-5309

Private Construction Projects

692 and 632 Main (Silver Queen)

- 692 - No work on ground floor, upper floor under remodel. Target to be completed by Sundance.
- 632 - No work on ground floor, upper units are mostly completed.

333 Main - Parkite

- Certificate of Occupancy has been awarded
- 2 newest retail spaces undergoing tenant improvements, Gorsuch (ski rental) and Kuhl to be completed in November

820 Park Ave - Completion early December

- Continuing exterior and interior work

205 Main Street - Completion Spring 2016

- Working to get building "dried in"

825 Main -

- Replaced deck at Town Lift Plaza

PCMR - Miners Camp/Lift construction

- Lifts have been completed. Load testing in November.
- Miners Camp restaurant scheduled to open when area lifts open.

For further information please contact Craig Sanchez csanchez@parkcity.org <mailto:csanchez@parkcity.org> 435-615-5206

MANAGER'S REPORT – 11/19/2015

Submitted by: **Roger McCLain**
Subject: **Park City Heights Water Storage Tank Status**

The Park City Water Department has recently been approached by Ivory Development and informed that they desire to begin the Park City Heights water storage tank design process.

Respectfully:

Roger McCLain, Water Engineer

Manager's Report

Subject: **Park City Heights Water Storage Tank Status**
Author: **Roger McClain, Public Utilities Engineer**
Date: **November 19, 2015**
Type of Item: **Informational**

Park City Water has recently been approached by Ivory Development and informed that they desire to begin the Park City Heights water storage tank design process.

Background:
Executed concurrently with the Annexation Agreement for the Park City Heights Master Planned Development and as subsequently amended, a Water Agreement defined water distribution and storage requirements to be provided by the developer for the project. In addition to the on-site and off-site water distribution improvements for the subdivision phases, the Water Agreement included key elements with respect to water storage and pumping. Pertinent sections of the requirements are summarized below:

a. Limited Phase 1 of the development project to a maximum number of residential square feet and the lesser of a designated number of unit equivalents or gallons per day of water demand. *For clarification, reference to Park City Heights Subdivision Plat Phase 1 is not the same boundary as the Phase 1 defined in the Water Agreement.*
b. Required the developer to design, construct, and pay for a culinary water tank and appurtenances to provide fire suppression and operational storage for the project. Costs associated with any upsizing of the water storage tank are to be paid by the City on a prorated basis.
c. Required the developer to design, construct, and pay for pumping improvements and appurtenances within the Quinns Junction Water Treatment Plant (QJWTP) as required to deliver culinary water from the QJWTP to the new water storage tank. Costs associated with any upsizing of the pumping system are to be paid by the City on a prorated basis.
d. Required the conveyance of property within the PCH annexation boundary for the purpose of the water storage tank site.

The Park City Heights (PCH) water utility master plan, developed during the Park City Heights Subdivision Phase 1 Plat, incorporated the overall water distribution plan and identified a proposed water storage tank site within the development boundary. The proposed water tank is planned to be located at an elevation equal to the existing Fairway Hills water tank resulting in operational advantages. The Fairway Hills tank is located north of Hwy 248 in the Fairway Hills neighborhood and is filled from QJWTP via a pipeline under Hwy 248 or by a pump station from the Boot Hill tanks. Once connected, the proposed PCH tank and the existing Fairway Hills tank will complete the Quinns Tank Zone water storage. The service area for this zone will be PCH's and the Quinns area which currently includes major facilities such as the Ice Facility, the NAC,

IHC, USSA. Although the movie studio is in within the City limits and adjacent to the City's water system, they are supplied water from Summit Water Distribution Company from a separate system.

Park City Heights Subdivision Phase 1 Plat is now under construction and water distribution improvements have been installed.

Analysis:
Key elements in the tank design are:

1. Determination of the total tank storage volume
2. Establishment of tank and tank supply design parameters
3. Verification of the tank location

Important considerations associated with each category are briefly discussed below:

1. Total Tank Storage Volume
Staff has reviewed potential water demands within the Quinns Tank Zone including master planned developments, development contingencies, fire storage requirements, outdoor irrigation demands, operational storage (including impacts of regionalization water delivery), and emergency storage. Based on these demands and Division of Drinking Water (DDW) storage regulations, a projected total Quinns Tank Zone storage volume of 2 million gallons (MG) is required. The existing Fairway Hills water storage tank volume is 1MG. Based on the Park City Heights (PCH) water system analysis and water model prepared by the PCH engineer, PCH requires 335,349 total gallons of potable water storage. To meet the projected tank zone needs of 1MG, an additional 650,000 gallons of storage is required in the proposed tank. Park City will be responsible for the costs associated with this additional volume. The cost of this upgrade was planned and is already included in the adopted FY 16 and FY 17 budget.

2. Tank and Tank Supply Design Parameters
The parameters will be established with the developer's tank design engineer and will include such items as:

a. DDW regulations
b. Water quality / Water age
c. Operations and Maintenance
d. Energy
e. Evaluation Considerations
The proposed tank site will be further evaluated during the design process for the following characteristics and considerations prior to a final determination of the tank site suitability:
Physical Conditions
i. Construction Access
ii. Operation & Maintenance Access - year round
iii. Tanks Overflow/Drain Discharge - routing
iv. Topography – site disturbance
v. Geotechnical – slope stability and structural considerations

General Characteristics

i. Land Ownership – permanent easements
ii. Visual impacts – viewscape
iii. Trail System Impacts
iv. Security
v. Environmental impacts
vi. Water System Master Planning – Consistency with future needs

3. Tank Location

As developed in the Park City Heights (PCH) water utility master plan, the proposed water storage tank site will be located within the PCH development boundary and will be placed at the same elevation as the existing Fairway Hills water storage tank. The developer's proposed location is shown as "Proposed Park City Heights Tank" on the attached Exhibit E-2 Water Utility Plan.

Staff has made preliminary site investigations into the viability of the site and determined that the originally proposed site meets the Quinns Tank Zone requirements and the City's near and long-term needs. Figure 1 illustrates the proposed PCH Tank location.

Staff will be working with Ivory Development and its engineer to complete a tank design to facilitate potential tank construction by Ivory Development in calendar year 2016.

Respectfully

Roger McClain, Public Utilities Engineer

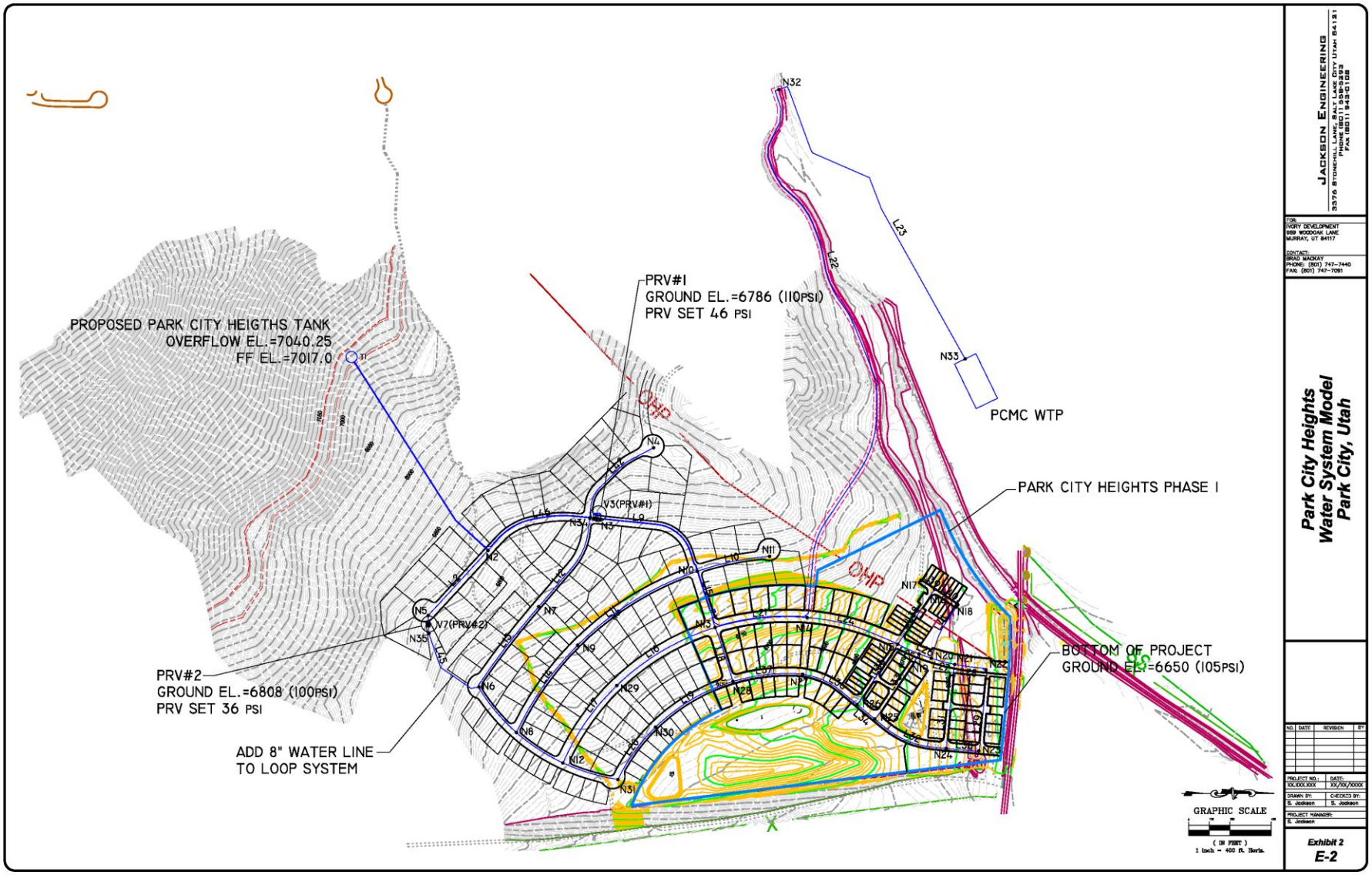
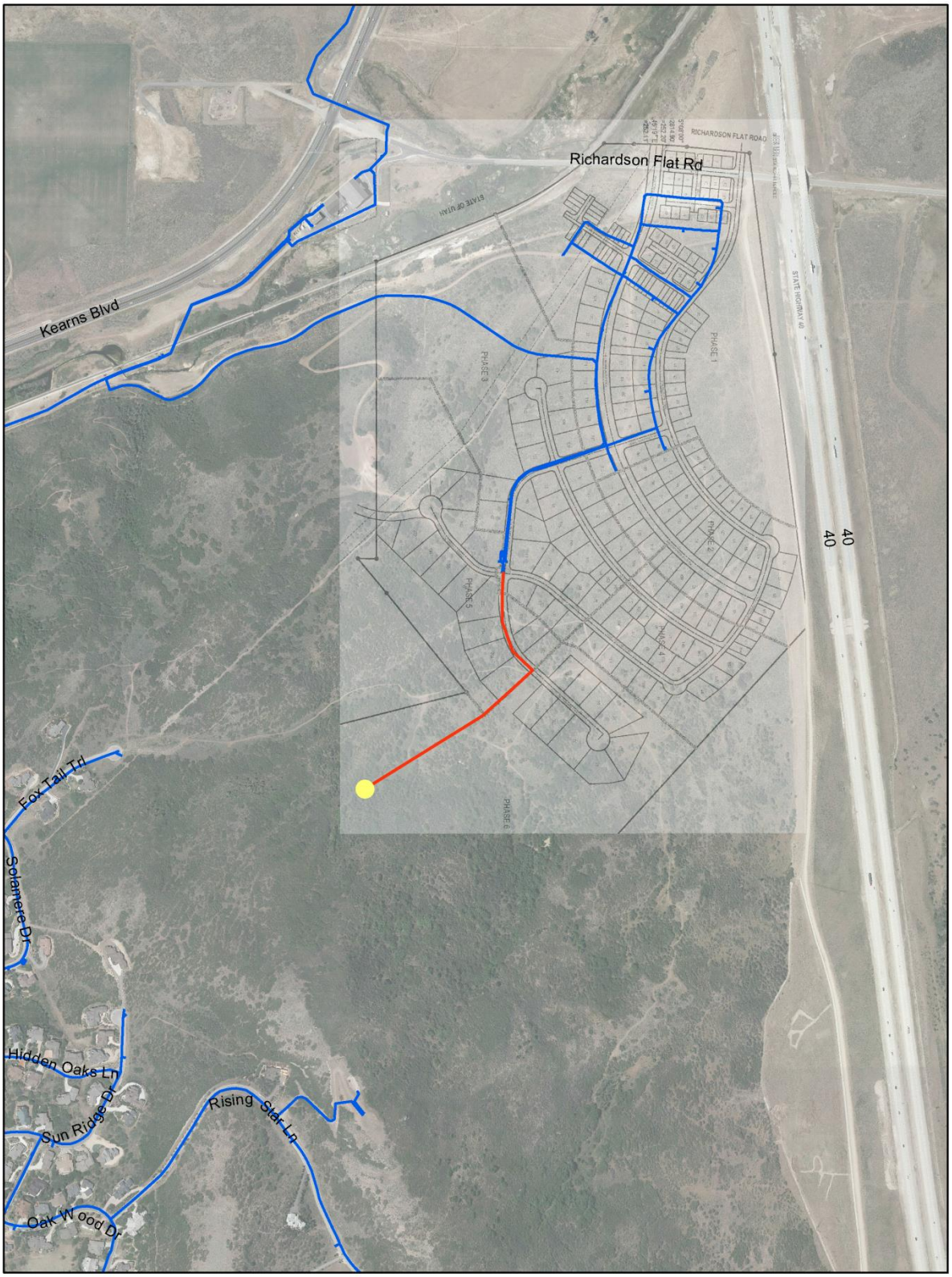
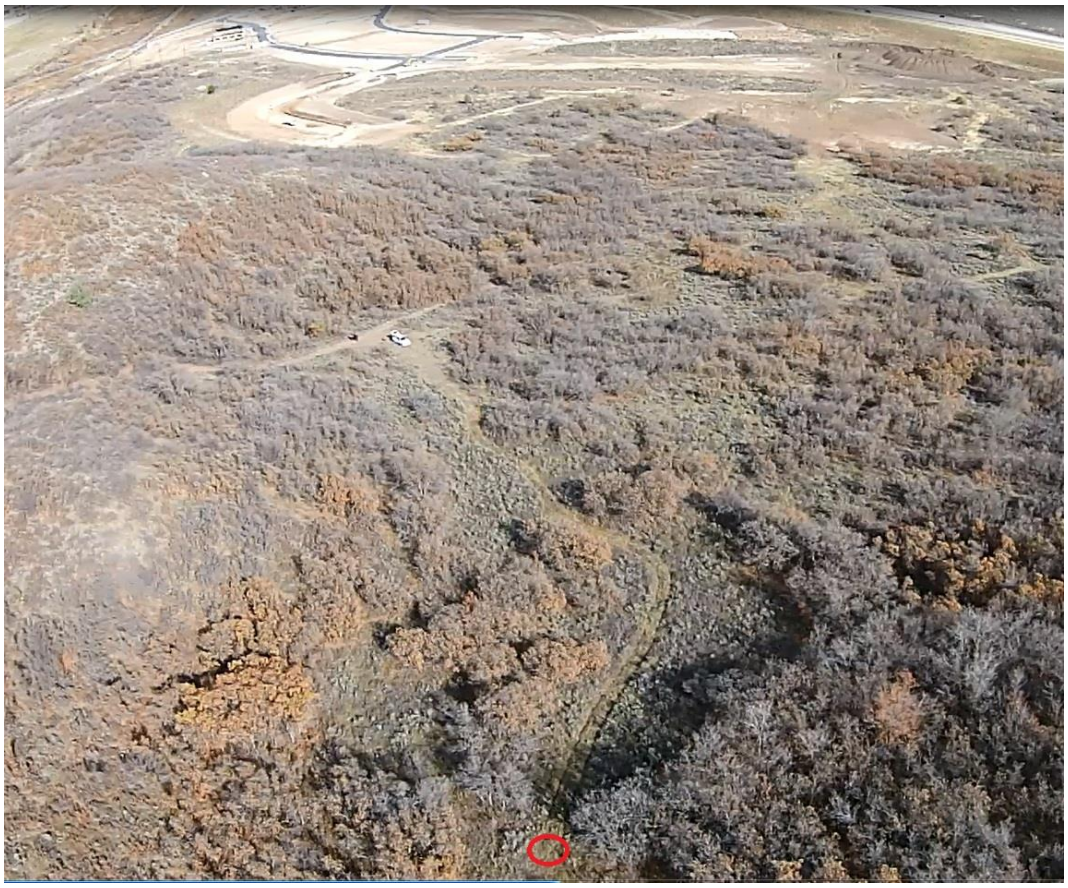
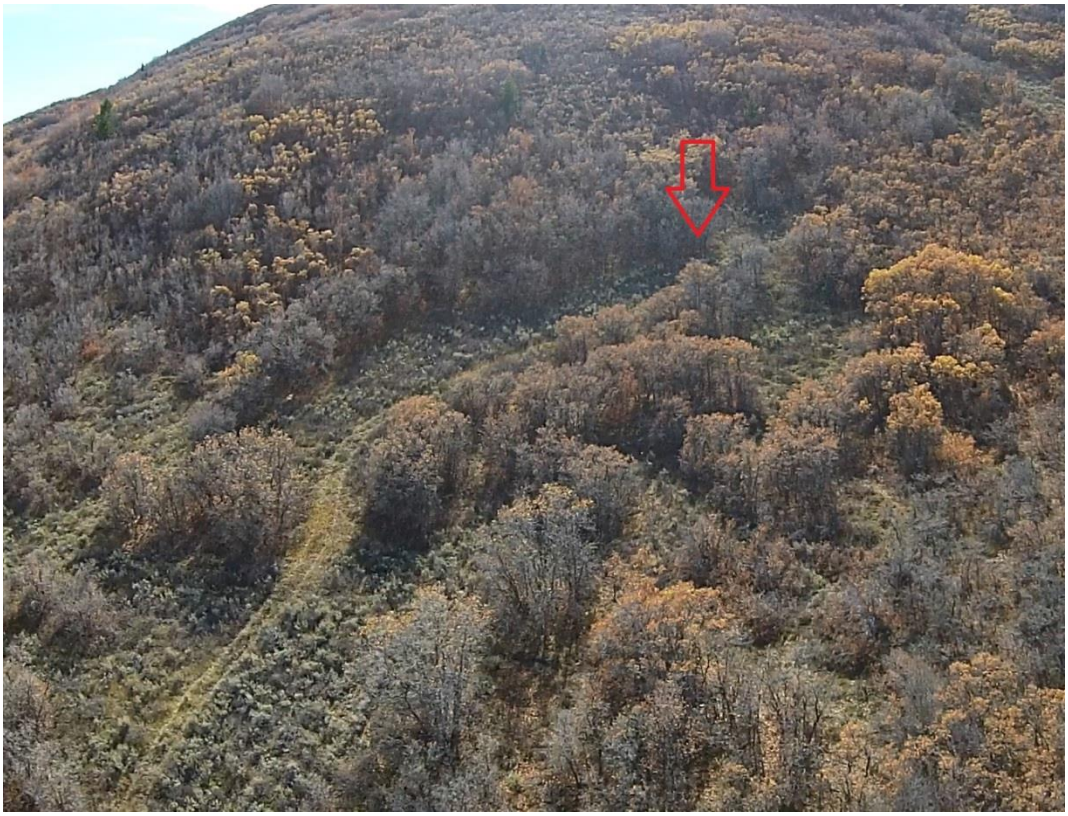

PROPOSED PARK CITY HEIGTHS TANK
OVERFLOW EL.=7040.25
FF EL.=7017.0
PRV#1
GROUND EL.=6786 (110PSI)
PRV SET 46 PSI
PCMC WTP
PARK CITY HEIGHTS PHASE I
BOTTOM OF PROJECT
GROUND EL.=6650 (105PSI)
PRV#2
GROUND EL.=6808 (100PSI)
PRV SET 36 PSI
ADD 8" WATER LINE
TO LOOP SYSTEM
V3(PRV#1)
V7(PRV#2)
OHP
GRAPHIC SCALE
(IN FEET)
1 inch = 400 ft. Horiz.
JACKSON ENGINEERING
3376 STONEHILL LANE, SALT LAKE CITY UTAH 84121
PHONE (801) 559-5293
FAX (801) 943-0108
FOR:
IVORY DEVELOPMENT
989 WOODOAK LANE
MURRAY, UT 84117
CONTACT:
BRAD MACKAY
PHONE: (801) 747-7440
FAX: (801) 747-7091
Park City Heights
Water System Model
Park City, Utah
NO. DATE REVISION BY
PROJECT NO.: XX.XXX.XXX
DATE: XX/XX/XXXX
DRAWN BY: S. Jackson
CHECKED BY: S. Jackson
PROJECT MANAGER: S. Jackson
Exhibit 2
E-2

FIGURE 1 –
PROPOSED PARK CITY HEIGHTS
WATER STORAGE TANK LOCATION







MANAGER'S REPORT – 11/19/2015

Submitted by: **Anya Grahn**
Subject: **Managing Construction in the Historic District and on Historic Structures**

As a follow-up to recent issues with damage to historic homes during reconstruction and impacts to Historic District neighborhoods, staff reviewed and implemented new policies to reduce the potential of these types of issues to continue. An update is provided in this report.

Respectfully:

Anya Grahn, Planner II

City Council Staff Report

Subject:	**Managing Construction Activity in Historic District + Historic Buildings**
Author:	**Bruce Erickson, Planning Director** **Anya Grahn, Historic Preservation Planner** **Hannah Turpen, Planner I**
Department:	**Planning**
Date:	**November 19, 2015**
Type of Item:	**Manager's Report**

Executive Summary

As a follow-up to recent issues with damage to historic homes occurring during reconstruction and impacts to Historic District neighborhoods, staff reviewed and implemented new internal policies to reduce the potential of these occurrences.

List of Acronyms

Historic District Design Review	HDDR
Conditional Use Permit	CUP
Land Management Code	LMC

Background

The Building and Planning Department have taken actions to improve the management of construction activity in the Historic Districts and on Historic Buildings. No new changes to the Land Management Code via the Conditional Use Permit process for development of Steep Slopes or the Historic District Design Review process are being proposed unless Council directs further regulatory power be used. There are existing regulatory tools available that staff may utilize in implementing these new policies.

The City Engineer and Chief Building Official have been involved in the formation of the new internal policies:

A. **Historic District Design Review (HDDR) Process**. HDDR applications are reviewed and approved by staff; the HDDR action letter includes Conditions of Approval. We have implemented two new standard Conditions of Approval, as seen below:

   1. Historic buildings which are lifted off the foundation must be returned to the completed foundation or basement within 45 days of lifting the building. Failure to do so will be a violation of the Preservation Plan and enforcement action through the financial guarantee for historic preservation could take place. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, he

determines that it is necessary based upon the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.

2. The Preservation Plan must include a review and stamp by a licensed and registered structural engineer on the proposed cribbing or shoring methods. If the contractor makes a revision to the cribbing or shoring plan, the structural engineer must approve the change in writing. Cribbing or shoring must be of engineered materials. Screw-type jacks for raising and lowering the building are not allowed. The owner (or through its agent or the contractor) is responsible for notifying the Planning Department if changes are made.

B. **Conditional Use Review**. The Steep Slope Conditional Use Process outlined in the H-District Land Management Code (LMC) chapters requires that the Conditional Use mitigate any impacts related to eight (8) criteria before a Conditional Use Permit (CUP) for Construction on a Steep Slope may be recommended by Staff or approved by the Planning Commission. In HR-1 for instance, LMC 15-2.2-6 Standards for Review requires that "Development on Steep Slopes must be environmentally sensitive to hillside Areas, carefully planned to mitigate adverse effects on neighboring land and Improvements." To mitigate impacts of open excavations during fall, winter, and spring consisting of erosion onto adjacent streets and properties, raveling of cut slope near on adjacent property lines and the risk of falling rock or wildlife in open excavations, staff will recommend Planning Commission add the following Condition of Approval to Steep Slope CUP approvals:

1. Excavation of property is prohibited after October 15th. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, he determines that it is necessary based upon the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.

This prohibition is similar to the City Engineer's restriction on paving in the Right of Way after October 15th.

Department Review:

This report has been reviewed by the Building, Planning, and Legal Departments as well as the City Manager.

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

Authorize the City Manager to enter into a professional service provider contract with Landmark Design, in a form approved by the City Attorney's Office, for the services of completing a Recreation Facilities Master Plan in the amount of $58,650.

Respectfully:

Ken Fisher, Recreation Manager

City Council
Staff Report

Subject: Recreation Facilities Master Plan
Author: Ken Fisher, Recreation Manager
Department: Recreation
Date: November 19, 2015
Type of Item: Administrative - Award of Contract

Summary Recommendations:
Authorize the City Manager to enter into a professional service provider contract with Landmark Design, in a form approved by the City Attorney's Office, for the services of completing a Recreation Facilities Master Plan in the amount of $58,650.

Executive Summary: A Request for Proposals (RFP) was issued by the Recreation Department asking for qualified consultants to submit proposals to complete a Recreation Facilities Master Plan. The proposals were reviewed by a selection committee that recommends the City enter into a professional service provider contract with Landmark Design. It is estimated that the project will be completed in March 2016.

Acronyms in this Report:
RFP: Request for Proposals
PCMC: Park City Municipal Corporation
RAB: Recreation Advisory Board
CIP: Capital Improvement project
PCSD: Park City School District

Background:
In July 2013 Park City Recreation and Basin Recreation completed the *Mountain Recreation Strategic Action Plan*. This study addresses the prioritization of recreation facilities in the Park City and Snyderville Basin. The plan's focus was to make recommendation on future facilities & programs and identified a second sheet of ice, indoor aquatics center and multi-purpose indoor fields as the top 3 priorities.
This study was completed by Landmark Design and can be found at
http://www.parkcity.org/Home/ShowDocument?id=15815

As part of RAB Visioning in April of 2015 Council was supportive of completing a Recreation Facilities Master Plan. Based on that support the Recreation Department issued an RFP for the completion of a Recreation Facilities Master Plan in October 2015 with the following **Scope of Services:**

In an effort to gain a greater understanding of what facilities can fit where and determine concrete cost numbers for each expansion option, as well as estimated operating, maintenance and replacement costs, the City is pursuing a professional service contract with a design firm to create a feasibility assessment that addresses the development of:

- Outdoor and/or indoor playing fields and support facilities that could potentially be located at the Park City Sports Complex.
- The City also owns approximately 15 acres between the ice arena and the USSA Center of Excellence. The study should also look at these 15 acres along with other City, Basin Recreation and PCSD owned properties that would be viable for field development.
- Possible expansion of the PC MARC to include aquatics and additional gymnasium space. The study should also look at and identify other potential locations for these amenities.
- Possible renovation of the City Park Building that would expand the size and uses of the building.
- Other recreational amenities that have been identified such as dog parks, large acreage off-leash dog areas, disc golf, tennis courts, pickleball courts, platform tennis, golf learning center, playgrounds, volleyball courts and pavilions.

COST: Provide estimated construction costs and annual operational, maintenance and replacement costs associated with each option. The estimate should include all necessary parking and circulation.

LOCATION: Provide an analysis of locations with a list of pros and cons for each site.

AMENITIES: Provide a list of possible amenities associated with each option. These could include flexible use space, or space for maintenance, storage, training, meeting, community use, office and operational space. The study should also look at the potential economic impact of the facilities.

FUNDING OPTIONS: Provide a list of possible funding options that are available for the construction of the facilities. The list should include a variety of public and private funding options along with the process and timeline for obtaining each funding option. This should also evaluate potential bond timing as well as the amount of a bond that the community would support.

PUBLIC MEETINGS: As the Master Plan is being developed it is important to have several public meetings to engage the public in the process. The selected consultant should be prepared to facilitate three (3) public meetings during the process and then a final presentation to City Council.

PROJECT TEAM MEETINGS: As the Master Plan is developed, it will be important to engage not only the project team, but other stakeholders (Basin staff & PCSD) members that would be impacted by the Plan. It is anticipated that there would be weekly meetings during the development of the Master Plan.

Analysis:

The deadline to submit proposal for completing the Recreation Facilities Master Plan was October 21, 2015. At the deadline the City had received six proposals from the following firms:

- Brockholt Architects - $118,000
- FFKR - $70,636
- THINK Architects - $55,000
- Victus Advisors - $74,900
- Williams Architects - $92,000
- Landmark Design - $58,650

On October 29th, a seven person selection committee consisting of the following participants reviewed the proposal:

Ken Fisher – Recreation Manager - PCMC
Jason Glidden- Economic Development Program Manager - PCMC
Amanda Angevine- Ice Arena General Manager - PCMC
Rena Jordan – Director – Snyderville Basin Recreation District
Jessica Moran – Recreation Supervisor – PCMC
Michael Barille – RAB
Meisha Lawson - RAB

Selection of the consulting firm was based on the following criteria outlined in the RFP:

- *Ability to complete the project within the timeline proposed by the City*
- *Firm's past experience with completing community master plans, designing recreational facilities, operational and financial analysis*
- *Consultant team qualifications*
- *The cost to complete the project*
- *Resumes for key team members (2 pages max per resume)*
- *Relevant experience—Demonstrate proven capabilities for providing community recreation master planning, preliminary design and forecasting budget for recreational facilities.*
- *Billing rates for all initial consultant firms included on team*

After reviewing the proposal, and conducting finalist interviews, the selection committee unanimously agreed that Landmark Design was the best firm to provide the services. The selection committee felt that Landmark Design's proposal provided the best understanding of the scope of service that was identified in the RFP along with high quality examples of past projects that were similar in scope. The proposal they submitted is Attachment 1.

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

Alternatives:

A. Approve:
Authorize the City Manager to enter into a professional service provider contract with Landmark Design, in a form approved by the City Attorney's Office, for the services of completing a Recreation Facilities Master Plan in the amount of $58,650.

B. Deny:
Council may decide to not continue with this project at this time.

C. Modify:
Council may decide to modify the agreement which would likely delay the project.

D. Continue the Item:
Council may continue the item to a future date

E. Do Nothing:
Council may do nothing which would result in a lack of clarity

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 + Balance between tourism and local quality of life + Safe community that is walkable and bike-able	+ Abundant preserved and publicly-accessible open space	+ Community gathering spaces and places + Entire population utilizes community amenities	+ Well-maintained assets and infrastructure + Engaged and informed citizenry
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Positive ⇧	Positive ⇧	Positive ⇧
Comments:				

Funding Source:
The Recreation Facilities Master Plan is funded with Park & Open Space Impact Fees and is funded in the CIP budget through #CP0364 which has a balance of $126,000.

Consequences of not taking the recommended action:
If Council decides to not complete a Recreation Facilities Master Plan then staff will not have a clear understanding of where additional recreation amenities could be developed in the community.

Recommendation:
Authorize the City Manager to enter into a professional service provider contract with Landmark Design, in a form approved by the City Attorney's Office, for the services of completing a Recreation Facilities Master Plan in the amount of $58,650.

PROPOSAL FOR PREPARING THE PARK CITY RECREATION FACILITIES MASTER PLAN

OCTOBER 21, 2015

LANDMARK DESIGN

Introductory Letter

October 21, 2015

Ken Fisher, Recreation Manager
Park City Municipal Corporation
P. O. Box 1480
Park City, Utah 84060

LANDMARK DESIGN

Landmark Design
LANDSCAPE ARCHITECTURE & PLANNING

Artspace Solar Gardens
850 South 400 West | Studio 104
Salt Lake City, Utah 84101
801.474.3300
www.ldi-ut.com

Landmark Design Team

Proposal to Prepare: Park City Recreation Facilities Master Plan

Dear Ken and Members of the Selection Committee:

It is with great pleasure that the **Landmark Design Team** submits our interest and qualifications to provide planning services for the Park City Recreation Facilities Master Plan. I will personally head the project and will be assisted by my staff of seasoned experts, in addition to **Susan Becker** of **Zions Bank Public Finance**, and **Seth Striefel of Sparano + Mooney Architecture**, who will assist us with financial/operations costs and conceptual architectural design.

Landmark Design has completed nearly 40 parks and recreation facilities master plans during our 28 years of continuous operation, in addition to preparing the ***Mountain Recreation Strategic Action Plan*** for the Snyderville Basin Recreation District and Park City. Consequently, we are familiar with the City's needs and desires, and are confident that we offer the expertise, creativity and sensitivity to budget that the project requires.

We have reviewed the RFP carefully, submitted questions, and now offer our qualifications and approach for your consideration. You can reach me at our office (801) 474-3300, on my cell phone (801) 718-4353, or via email at markv@ldi-ut.com. You can also contact me at our office, which is located at 850 South 400 West, Studio 104, Salt Lake City, Utah 84101. In my absence, please speak to Jennifer Hale or Hugh Holt at (801) 474-3300.

Thank you again for the opportunity to present our qualifications, our approach and our team. We look forward to working with you and Park City staff and administration.

Yours Sincerely,

Mark Vlasic, AICP, ASLA, PLA, LEED Green Associate
President and Owner/ Project Manager and Principal-in-Charge

Availability to Perform the Work

The Landmark Design Team is available to begin work on the project as soon as a notice-to-proceed is received. We have ample time to devote to the project and will commit the time necessary to complete the project on-budget and on-schedule.

Team's Past Experience

The Team has worked together on recreation projects in the past. Landmark Design and Susan Becker have completed dozens of Parks, Recreation, Trails, and Open Space planning projects, and Sparano + Mooney has been a frequent collaborator providing conceptual and schematic architectural input to help define and illustrate visual design intent. A sampling of recent plans of this type is listed below, with those involving Susan Becker and/or Sparano + Mooney highlighted in bold.

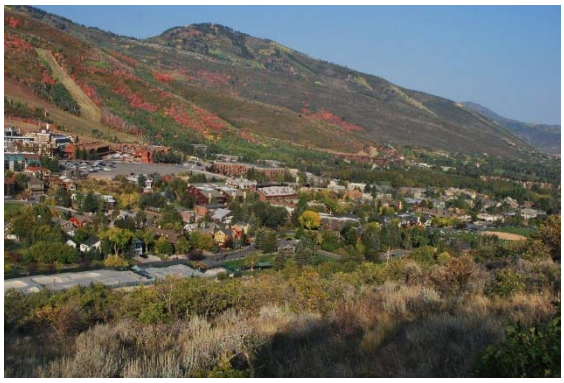
- **Layton City Parks, Recreation, Trails, Open Space and Cultural Facilities Master Plan (on-going)**
- Lehi City Parks, Recreation and Trails Master Plan (2015)
- **Herriman Parks, Recreation, Open Space and Trails Master Plan (2015)**
- Mountain Recreation Strategic Action Plan (2013)
- **Rawlins Wyoming Comprehensive Master Plan (2013)**
- **Saratoga Springs Parks, Recreation, Trails and Open Space Plan (2011)**
- **Vernal City General Plan Update (2010)**
- **Twin Falls, Idaho Parks, Recreation, and Trails Element of the General Plan (2008)**
- **City of Spanish Fork Parks, Recreation, and Trails Master Plan (2008)**
- **City of Draper Parks, Recreation, and Trails Master Plan (2008)**
- Jordan River Parkway Trails Master Plan (2007)
- **Park City Walkability/Bikeability Master Plan (2007)**
- **St. George Parks, Recreation, Arts, and Trails Master Plan Update (2006)**
- **Emigration Canyon Trails Master Plan, Salt Lake County (2006)**
- **Sandy City Parks, Recreation, and Trails Master Plan Update (2005)**
- Salt Lake City Pedestrian and Bicycle Master Plan (2003)
- **West Jordan City Parks, Recreation, and Trails Master Plan (2003)**

Additionally, Landmark Design has completed numerous park master plans that layout various recreation activity areas, define circulation, and create workable spaces. Some of these park master plans have moved forward into final design and construction documents; others are still a vision to be implemented when funds are available. But all reflect a commitment to site planning that is efficient, functional, and pleasing. Park master planning and design projects include:

- Shay Park Master Plan and Design Documents – Saratoga Springs (2015)
- Ron Wood Park Master Plan and Design Documents – West Valley City (2015)
- Imperial Neighborhood Park Master Plan and Design Documents – Salt Lake City (2015)
- Magna ATK Park Master Plan – Salt Lake County (2012)
- Big Cottonwood Parks Master Plan – Salt Lake County (2010)
- Saratoga Springs Marina Park Master Plan (2010)
- Bicentennial Park Master Plan and Design Documents – Provo (2009)
- Memory Grove Park Reconstruction Master Plan and Design Documents – Salt Lake City (2003)
- Liberty Park Improvements Master Plan and Design Documents – Salt Lake City (2002)

Selected projects from these lists and others are highlighted later in our proposal as Relevant Experience.

Team Qualifications



The **Landmark Design Team** (Team) is a seasoned group of firms and individuals, bringing decades of specific and demonstrable expertise to the project. We enjoy working together in collaborative, professional relationships, and are experienced merging our individual expertise to create the best possible plans and products.

Landmark Design is a Salt Lake City based landscape architecture and community planning firm with talented planning and design personnel, experienced in all facets of the profession. Founded in 1987, Landmark Design has provided expertise in community planning, urban design, master planning, public involvement, parks, recreation and trail planning and design, site analysis and design, land use planning and landscape architecture for over 28 years. The firm is a leader in regional landscape and sustainable design solutions for the Rocky Mountain Region that reflects the unique environmental, cultural, and historic resources of each project and location. We primarily serve clients in the Intermountain West, although we have worked both nationally and internationally.

Landmark Design is especially skilled and knowledgeable in the area of park and recreation planning and design, having completed park and recreation plans for communities throughout the Intermountain West. We have keen interest and broad experience in the planning and design of special areas, with a particular emphasis working with communities toward their goals of improving the quality of life for their residents and in building healthy communities.

Sparano + Mooney Architecture, Inc. (SMA) is an award-winning Salt Lake City based architectural design firm with over a decade of experience. SMA offers comprehensive architectural, design and master planning services to institutional, municipal, civic and commercial clients. SMA is a recognized leader in the planning and design of recreational facilities and has successfully completed a wide range of commissions related to Park City's Recreation Facilities Master Plan project. SMA has designed nearly two dozen recreation, parks, and community facilities throughout the Western Region. The firm holds design as a core value and consistently develops exceptional design solutions evoking a sense of place through a balance of aesthetic and technical innovation delivered through an effective project management process.

Zions Bank Public Finance (ZBPF) is comprised of a team of 22 professionals committed to providing unparalleled service to municipal entities, local districts, government agencies and private clients throughout the Intermountain West. The Municipal Studies group, an integral part of Zions Bank Public Finance, has unparalleled experience in fiscal impacts, economic development, feasibility studies, redevelopment, real estate development advisory, planning, public facilitation, rate studies, user fees and capital facility planning. By combining their depth of knowledge in public finance and in economic consulting, ZBPF provides studies that reflect all possible options and that can be implemented in the marketplace.

Scope of Work

Task 1 – Establishment of an Advisory Committee & Project Kick-off Meeting

Landmark Design recommends the formation of an Advisory Committee to oversee and provide guidance to the development of the Plan and to work closely with the Team. The Team will work with Park City staff to identify Snyderville Basin Special Recreation District (Basin Recreation) and Park City School District (PCSD) staff and other potential stakeholders who should attend meetings, which will be held on a weekly basis. We recommend that the initial project kick-off meeting with the Advisory Committee be used to confirm priorities developed in the Mountain Recreation Strategic Action Plan, discuss existing City facilities, and identify potential new recreation facility locations. As a part of this day-long meeting, we propose a tour of sites and facilities.

Landmark Design prepared the *Mountain Recreation Strategic Action Plan* and is familiar with all of the facilities and sites mentioned in the RFP, and with staff at both Park City and Basin Recreation. Therefore, we believe we can begin work immediately, and that the proposed tour will provide us with opportunities to discuss improvements in detail.

Task 2 – Public Involvement

The public involvement process is at the heart of the Landmark Design approach and will build upon Park City's legacy of concerned and committed residents to obtain feedback that is representative of the community. We propose a series of public meetings in which Park City residents will be invited to participate. These include:

- A ***Scoping Meeting*** to help identify important issues related to the potential recreational facilities identified in Task 1. This meeting is generally an informal meeting, where small groups are engaged in discussion about the issues, concerns, opportunities, and constraints, and where interested citizens can express their ideas about the recreational facilities.
- ***Options Review Public Open House*** will be held following the analysis of potential recreational facility sites and prior to the selection of the "preferred sites." The public will be invited to provide any additional comments and reactions to the information generated by the Landmark Design Team for the possible sites.
- A ***Draft Recreation Facilities Master Plan Public Open House*** will be held to provide opportunities for the public to comment on the conceptual design of the recreational facilities prior to the final presentation to the City Council. This Open House meeting will be conducted informally with ample time for one-on-one discussion with the consultants.

Project Web Page

A project web page will be established as a central clearinghouse for information and input regarding the master plan process. The web page will contain general information about the project such as purpose, schedule, and current status, and information presented at public meetings. We will also

include contact information, an on-line comment form, and a Facebook Page link so that people have multiple avenues to provide comment and feedback, to ask questions, and to participate. Landmark Design will be responsible for keeping the project web page current and will provide the Park City Municipal Corporation a link to the project web page for the City's website.

During the *Mountain Recreation Strategic Action Plan* process, we found that residents were very motivated to provide comments on-line, thus we believe this very important means of reaching out will be very effective once again.

Task 3 – Analysis of Selected Sites & Option Development

The Landmark Design Team will complete an analysis of the recreation facility sites identified in the initial Advisory Committee meeting. We will identify the opportunities and constraints of each site by assessing the ability and feasibility of existing and undeveloped sites to house the recreation facilities that were given priority in the *Mountain Recreation Strategic Action*. Opportunities and constraints may include elements such as, but not limited to, the relationship to other existing recreational facilities, accessibility, and available parking; how existing facilities function and their capacity; potential amenities the site has to offer; and the economic implications of locating recreation facilities of priority on the individual site.

Our consultant architect will begin "pre-programming" to determine the scope of recreational opportunities provided at each location which will guide site development and building facilities. Initial thoughts and discussions about architectural style will all occur at this stage.

Construction costs and annual operational, maintenance and replacement costs will also be estimated and opinions of probable cost provided for each option. These costs will be used to address the relative nature of costs for each option and will likely reveal a range of options for consideration.

These options will be reviewed and discussed with the Advisory Committee, and refined before presentation at the Public Open House.

Task 4 – Selection of Preferred Sites

Once the analysis of potential sites has been completed, and the public has had an opportunity to weigh in, the Team will work in collaboration with the Advisory Committee to develop evaluation criteria for the site options. These criteria will be used to weigh the pros and cons developed in the analysis of the selected sites and to ultimately evaluate how well each site suits the recreation facilities of priority.

Task 5 – Draft Recreation Facilities Master Plan

With the preferred sites and facilities selected, the Team will proceed with the development of site and architectural design concepts for each site, including all amenities to be included in each project. The Team will refine the opinions of probable cost (developed in Task 3) for construction costs and annual operational, maintenance and replacement costs for each site and facility.

The Team will also identify potential funding options available for the construction of the facilities. These options will likely represent a range of options for both large and small projects and will also likely open the discussion as to whether or not the City wishes to proceed with phased implementation or develop an opportunity to construct multiple projects at one time.

Task 6 – Finalization of Recreation Facilities Master Plan & Presentation to City Council

Based on feedback from the public received during the Public Open House and the Advisory Committee, the draft concepts will be revised and finalized. The Team will present the plan to City Council for their consideration, and following approval will provide the City with an electronic copy and one photo-ready hard copy of the report, which will include the necessary drawings, files, and presentations materials prepared by the Team.

If the City desires to print multiple copies of the final report, Landmark Design can arrange for the printing which will be billed at-cost with no additional markup.

Proposed Schedule

Every effort will be made to keep the process moving along and on schedule, working toward completion of the project by January 27, 2016. In order to accomplish this schedule, it is important that the City assist us in the timely inputs as described in the scope of work, and timely reviews throughout the process. The proposed schedule assumes receiving a notice-to-proceed by November 12, 2015.

YEAR	2015							2016			
MONTH	November		December					January			
WEEK	1	2*	3	4	5	6*	7*	8	9	10	11*
Task 1: Establishment of an Advisory Committee & Project Kick-off Meeting											
Kick-off/Weekly Advisory Committee Meetings (Est. 7 total)	1		2	3	4			5	6	7	
Task 2: Public Involvement											
One (1) Public Scoping Meeting	PS										
One (1) Options Review Open House				OH1							
One (1) Draft Recreation Facilities Master Plan Open House									OH2		
Project Web Page											
Task 3: Analysis of Selected Sites/Option Development											
Site Analysis of Selected Sites											
Identification of Opportunities and Constraints of Selected Sites											
Pre-Programming of Site & Building Facilities											
Opinions of Probable Cost											
Task 4: Selection of Preferred Sites											
Development of Evaluation Criteria											
Determination of Preferred Sites											
Task 5: Draft Recreation Facilities Master Plan											
Site and Architectural Design Concepts											
Refinement of Opinions of Probable Cost											
Task 6: Finalization of the Recreation Facilities Master Plan/Presentation to City Council											
Revision/Finalization of Site and Architectural Design Concepts											
Revision/Finalization of Opinions of Probable Cost											
One (1) Adoption Presentation to the Park City Council											

Holiday/Partial Work Weeks

Proposed Cost

Landmark Design estimates a fee of $58,650.00 which includes all labor and estimated expenses outlined in this proposal. The following is a breakdown of hours and fees by personnel and task.

	LANDMARK DESIGN			SMA		ZBPF		TOTAL
PERSONNEL	MV	HH	JH	JS	SS	SB	SA	
HOURLY RATES	$130	$110	$90	$165	$120	$200	$110	
TASKS								
TASK 1: Establishment of an Advisory Committee & Project Kick-off Meeting								
Kick-off and Weekly Advisory Committee Meetings (Estimated 7 total)	32	8	16	0	8	0	0	64
TASK 2: Public Involvement								
One (1) Public Scoping Meeting	6	6	12	0	4	0	0	28
One (1) Options Review Open House	6	6	12	0	4	0	3	31
One (1) Draft Recreation Facilities MP Open House	6	6	12	0	4	0	3	31
Project Web Page (no cost)	0	0	0	0	0	0	0	0
TASK 3: Analysis of Selected Sites & Option Development								
Site Analysis of Selected Sites	8	8	16	2	4	0	0	38
Identification of Opportunities and Constraints of Selected Sites	4	8	12	2	4	2	0	32
Pre-Programming of Site & Building Facilities	4	8	8	2	8	2	0	32
Opinion of Probable Cost	4	12	12	2	12	2	4	48
TASK 4: Selection of Preferred Sites								
Development of Evaluation Criteria	4	4	4	0	4	0	0	16
Determination of Preferred Sites	4	8	8	0	4	0	0	24
TASK 5: Draft Recreation Facilities Master Plan								
Site and Architectural Design Concepts	4	12	24	2	24	0	0	66
Refinement of Opinions of Probable Cost	2	4	4	2	4	2	4	22
TASK 6: Finalization of the Recreation Facilities Master Plan/Presentation to City Council								
Revision/Finalization of Site and Architectural Design Concepts	2	8	8	2	8	0	0	28
Revision/Finalization of Opinions of Probable Cost	1	4	4	2	4	2	4	21
One (1) Adoption Presentation to the Park City Council	4	0	0	0	4	4	0	12
Total Hours by Personnel	91	102	152	16	100	14	18	493
Total Estimated Labor Expense By Personnel	**$11,830**	**$11,220**	**$13,680**	**$2,640**	**$12,000**	**$2,800**	**$1,980**	**$56,150.00**
Estimated Reimbursable Expenses (Mileage, Printing, Plotting, Meeting and Open House Materials, etc.)								**$2,500.00**
GRAND TOTAL - FEES AND EXPENSES								**$58,650.00**

Key Personnel Committed to the Project

MARK VLASIC, ASLA, PLA, AICP, LEED GREEN ASSOCIATE

President and Owner, Landmark Design

Mark has over 30 years of experience both internationally and domestically, performing community planning, master planning, and landscape architecture and urban design services for a broad range of public and private projects. Mark joined Landmark Design over seventeen years ago after returning from Botswana where he was a senior planner for the Department of Town and Regional Planning in Gaborone, Botswana and a District Physical Planner in Kanye, Botswana. His role there encompassed a full range of physical planning and design duties, including the preparation of general plans; land use and site plans; urban design studies; streetscape projects; village upgrading plans; development control; public involvement and consultation; and counterpart training. From 1979 to 1984, Mark was an urban planner for Salt Lake City, where he worked extensively with long-range planning and implementation of a departmental Geographic Information System (GIS).

At Landmark Design, Mark managed the Mountain Recreation Strategic Action Plan and the award-winning Park City Trails Master Plan Update and Walkable/Bikeable Neighborhood Study. He has managed general plan updates for the cities of Vernal, Highland, Woods Cross, South Ogden and Murray in Utah, and the City of Twin Fall, Idaho and Rawlins, Wyoming, all of which included a Parks, Recreation, Trails and Open Space element. He has also managed the Salt Lake County Emigration Canyon Trails Master Plan; Bonneville Shoreline Trail Master Plan; Beck Street Reclamation/Foothill Plan; the Salt Lake City Open Space Signing Plan; Salt Lake County East West Recreational Trails Master Plan; the Lehi City Parks Master Plan Update, and the Herriman Hills Preservation Initiative. He also managed the City of Saratoga Springs Marina Park Master Plan. All of these projects required analyzing and interpreting information received during the public participation process, including community preference surveys, visual preference surveys, public meetings and presentations, and on-line formats.

Mark is a certified planner (AICP), a member of the American Society of Landscape Architects (ASLA), a professional landscape architect (PLA) in Utah and four other states, Council of Landscape Architects Registration Boards (CLARB) certified, and a LEED Green Associate.

Education
Master of Landscape Architecture, University of Washington, Seattle, Washington
Master Certificate in Urban Design, University of Washington, Seattle, Washington
Certificate in Landscape Architecture Studies, DIS Program, University of Copenhagen, Denmark
Bachelor of Science in Urban Planning, University of Utah, Salt Lake City, Utah

Memberships/Affiliations
American Planning Association (APA)
American Institute of Certified Planners (AICP)
Professional Landscape Architect (PLA) in Utah, California, Arizona, New Mexico
Council of Landscape Architect Registration Boards (CLARB) Certified
American Society of Landscape Architects (ASLA)
Trustee, Utah Chapter of the American Society of Landscape Architects
Board Member, Salt Lake City and County Building Conservation Committee, 2007 – present
Adjunct Faculty, Department of City + Metropolitan Planning, University of Utah

HUGH HOLT, ASLA, PLA

Principal Landscape Architect, Landmark Design

Hugh has been with Landmark Design since its inception in 1987, providing continuous landscape architectural and related services for a wide range of clients ever since. He is experienced in the master planning, design and implementation of park and playfield projects, coordinating the detailed design and preparation of construction documents for these and nearly all other landscape architectural projects in the office.

Examples of the work planned, managed and designed by Hugh include Daybreak Community Recreation Center and School; master planning and design for City Creek Park, Memory Grove Park, and Liberty Park in Salt Lake City and North Park in Spanish Fork, Utah. Hugh has performed project management responsibilities for landscape development, construction documentation, and/or site observation and inspection for numerous Salt Lake County projects including the Equestrian Facility Landscape Streetscape Improvements, Draper South Mountain Park, Western Springs Park, West Jordan Dog Park, the Public Works Administration Building, and the Magna Recreation Center.

Hugh recently completed implementation of the landscape design for the UTA North Temple TRAX line between the Salt Lake City International Airport, and recently completed the Matheson Junior High Sports Field Renovation for Granite School District. He is currently managing the implementation of Shay Park in Saratoga Springs, and recently completed final design and implementation of the Ron Wood Regional Park project for West Jordan City and Imperial Neighborhood Park in Salt Lake City.

Education

Bachelors of Landscape Architecture and Environmental Planning, Utah State University, Logan, Utah

Memberships/Affiliations

Professionally Licensed Landscape Architect, Utah (PLA)
Professionally Licensed Landscape Architect, Wyoming (PLA)
Member, Utah Chapter, American Society of Landscape Architects (ASLA)
Certified Arborist, Since 1998
Certified Playground Safety Inspector, Since 2001

JENNIFER HALE, ASLA, PLA

Senior Planner & Landscape Architect, Landmark Design

Jenny rejoins Landmark Design after several years working on landscape, aesthetic and environmental components of transportation and other civil engineering projects in the Wasatch Front region. During this period Jenny contributed to several multi-modal transportation projects including the Bluff Street and Sunset Boulevard Interchange in St. George, Utah and U.S. 89/300 South Reconstruction in Provo. In addition to roadway/interchange improvements, her work entailed landscape and aesthetic

improvements, and extensive coordination with project team members and UDOT and city landscape architects.

Jenny has also been involved in variety of urban design, transportation and landscape architecture projects while at Landmark Design, with key examples including the Logan City Wayfinding Plan; the Scenic Byway 12 Monument Design Study; Cache Valley South Corridor Development Plan; Woods Cross NW Quadrant Land Use Plan and Highway Entry Concept; National Park Service San Juan Promenade Extension; the City of Woods Cross General Plan Update and Rail Station Plaza Design; Bluff Street in St. George; South Ogden General Plan Update; and the Bitter Creek Reconstruction Plan and the Bitter Creek Design and Environmental Assessment (EA) for Rock Springs, Wyoming among others.

Jenny is interested in urban planning and design and, in particular, regionally-sensitive design. Jenny has skills in various professional computer programs, including AutoCAD, ArcGIS, Adobe Photoshop, Adobe Illustrator and Adobe InDesign, and SketchUp.

Education
Masters of Landscape Architecture and Environmental Planning, Utah State University, Logan, Utah
Bachelor of Arts in Humanities (English emphasis), Brigham Young University, Provo, Utah, 1998

Memberships/Affiliations
Professionally Licensed Landscape Architect, Utah (PLA)
Member, Utah Chapter, American Society of Landscape Architects (ASLA)

JOHN SPARANO, FAIA, NCARB

Principal & Architect, Sparano + Mooney Architecture

John Sparano has over twenty years of experience as an architect and project manager for a wide range of civic, commercial, mixed use, and institutional projects. He is a founding principal of SMA and oversees all aspects of planning, design, technical documentation and construction administration for complex work, ensuring that the projects SMA undertakes are executed to the highest standards. His knowledge of federal, state and local building codes, and innovations in building technology is exceptional. John's responsibilities include the generation of the scope of work, development of design, budgeting for design and construction, site planning, and baseline scheduling. He manages and participates in the conceptual and schematic design phase of projects, the design development and the supervision of construction documents, and provides assistance to SMA clients during the bidding and negotiation processes. John is a frequent architectural design critic, lecturer and juror and has served the profession as the former President of the Utah Chapter of the American Institute of Architects. His design work has been published and exhibited internationally and he was honored in 2014 with the AIA Utah Bronze Medal, the highest award given to an architect in the state.

Education
AA Diploma, The Architectural Association, London, England
Bachelor of Science in Architecture, The Catholic University of America, Washington, DC

Memberships/Affiliations
State of Utah, Architect
NCARB Certification
Past President and Board Member, American Institute of Architects, Utah Chapter
Member, Western Museum Association

SETH STRIEFEL

Architect, Sparano + Mooney Architecture

Seth Striefel is a licensed architect with diverse experience in project management and the design and production for various community, mixed use, civic and cultural projects. He is involved in a wide range of work for SMA where he is responsible for programming, master planning, schematic design, design development, and for the supervision and production of construction documents, including drawing set coordination and the development of plans, sections and details. Seth's responsibilities also include the coordination of the architectural and engineering team. His experience in generating project specifications and detailing provides SMA's clients with the most efficient means of ensuring that architectural standards are met. He has extensive knowledge of state and local building codes.

Education
Master of Architecture, University of Utah, Salt Lake City, UT
Frei University Summer Program, Berlin, Germany
Bachelor of Interior Architecture, Utah State University, Logan, UT

Memberships/Affiliations
State of Utah, Architect

SUSAN BECKER, AICP

Vice President, Zions Bank Public Finance - Municipal Consulting Group

For the past 21 years, Susie has specialized in economic consulting and planning and has been the lead consultant on some of the largest and most challenging projects in the intermountain region. Susie recently wrote the *Economic Best Practices* for Salt Lake County that is an integral part of the Cooperative County Plan, created an urban renewal area (URA) which is the largest in the State of Utah for the town of Vineyard (former Geneva Steel Site), testified before the Governor's Legislative Task Force on economic policies and procedures in Utah and led a team that wrote and was awarded a $5 million HUD sustainability grant for a consortium of government entities along the Wasatch Front including UDOT, UTA, Envision Utah, Salt Lake City, Salt Lake County, the University of Utah and others.

Education
Master of Business Administration, University of Utah (MBA Ace and Dean's Scholar)
Bachelor of Arts in Humanities, Brigham Young University

Memberships/Affiliations
Municipal Securities Registered Representative
American Institute of Certified Planners (AICP)
University of Utah Business School Alumni Association Board of Directors
Urban Land Institute, Mentor
Utah Redevelopment Association
Utah Economic Alliance
Utah League of Cities and Towns, Land Use Task Force
WFRC Economic Development

SCOTT AYLETT

Financial Analyst, Zions Bank Public Finance - Municipal Consulting Group

Scott is the newest member of the ZBPF team, having recently graduated with an MPA from the Romney Institute of Public Management at Brigham Young University, emphasizing in Local Government Management. While at BYU, Scott completed a variety of studies for several municipalities, including Cottonwood Heights, Santaquin, Monticello, West Valley City, and Somerville, MA.

Since joining ZBPF, Scott has specialized in economic plans, retail and housing market studies, as well as affordable housing. In addition to extensive analytical skills, Scott also contributes strong skills in GIS analysis to provide in-depth geographic analytics.

Before joining ZBPF, Scott interned with Spanish Fork City where he conducting several analyses, including revenue and attendance trends at the city's water park, business licensing and sales tax revenues, contract analysis of solid waste collection, and implementation of a new curbside recycling program. Furthermore, Scott worked with the Office of Community and Economic Development on numerous development projects, including annexations, zone changes and redevelopment projects.

Education
Master of Public Administration, Brigham Young University
Bachelor of Arts, Communications, University of Utah

Relevant Experience – Recreational Plans & Landscape Architecture

Mountain Recreation Strategic Action Plan

The Snyderville Basin Special Recreation District and Park City Recreation jointly sought to understand residents' needs and desires for recreation facilities and programs. Building on two previous studies, both entities desired to organize and prioritize recreation initiatives and resources to achieve definitive goals within a specific period of time. The result is the ***Mountain Recreation Strategic Action Plan***, which was developed by Landmark Design using the data contained in the previous studies supplemented by additional information gathered during several public workshops and meetings, and with the participation of Park City and Basin Recreation staff and the Strategic Action Plan Committee.

The Plan identifies a list of prioritized projects, including detailed criteria on which to evaluate them. The result is a prioritization process that is fair, objective, and representative of community desires for both of the jurisdictions. The Plan also includes an analysis of feasible funding sources for both large and small projects, and an analysis of potential sites for the major projects.

Top 3 Project Priorities
(Combined Basin Recreation and Park City

Ice Rink - Indoor
Aquatic Center - Indoor Leisure/Lap Lanes
Multi-Purpose Fields - Indoor

Top 10 Project Priorities
(Park City Recreation)

Aquatic Center - Indoor Leisure/Lap Lanes
Ice Rink - Indoor
Multi-Purpose Fields - Indoor
Fitness facilities - Indoor Group Fitness Studio
Multi-Purpose Fields - Outdoor
Trails - Mountain Biking/Hiking/Winter Recreation
Aquatic Center - Outdoor General use
Courts/Gymnasium) - Indoor
Trails and Trailheads - Soft Urban
Dog Park/Off-Leash Areas
Fitness facilities - Indoor Cardio/Weights
Fitness facilities - Indoor Walking/Jogging Track
Golf Course - with Winter Nordic Use

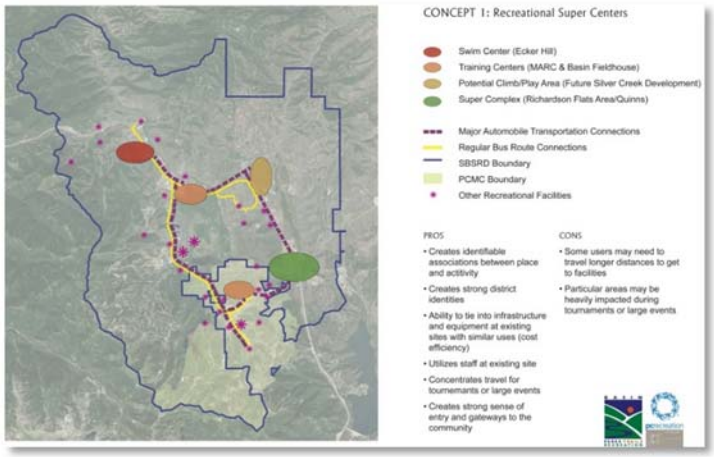
Top 10 Project Priorities
(Basin Recreation)

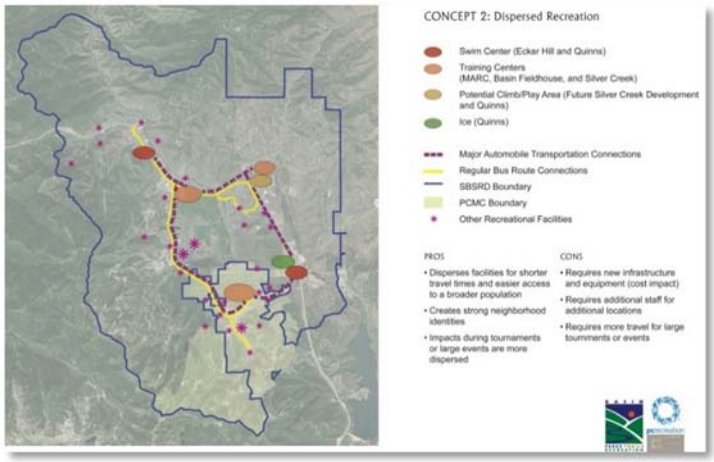
Aquatic Center - Indoor Leisure/Lap Lanes
Multi-Purpose Fields - Indoor
Fitness facilities - Indoor Cardio/Weights
Fitness facilities - Indoor Group Fitness Studio
Ice Rink - Indoor
Multi-Purpose Fields - Outdoor
Trails - Mountain Biking/Hiking/Winter Recreation
Aquatic Center - Outdoor General use
Trails and Trailheads - Soft Urban
Courts/Gymnasium) - Indoor
Dog Park/Off-Leash Areas
Fitness facilities - Indoor Walking/Jogging Track
Golf Course - with Winter Nordic Use

Criteria Table Used for Prioritization

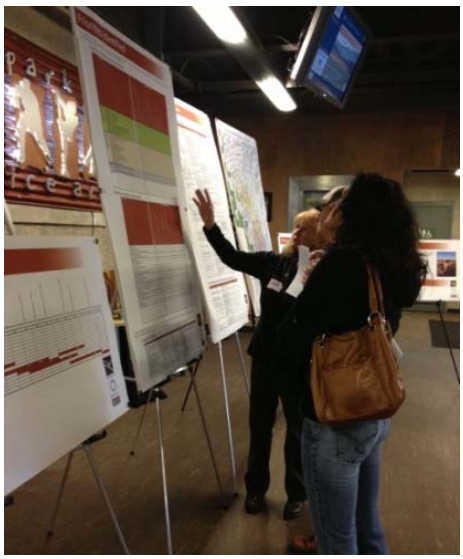
	POINTS			
CRITERIA	0	3	6	9
Seasons served	One season	2 Seasons	3 Seasons	Year round
Potential partnering/co-location opportunity between city/basin/school district	No	Less likely - small project.	More likely - moderate sized project.	Most likely - larger project likely to involve multi-agency.
Potential partnering/funding opportunity between city/basin/school district	No	Less likely - small project.	More likely - moderate sized project.	Most likely - larger project likely to involve multi-agency.
Potential partnering/private entity	No	Low potential	Moderate potential	Yes - high potential
Demand Study results	Not mentioned	Mentioned	Not essential, but helpful	Immediate beneficial
Survey results *(Score is doubled for this criteria to place a higher importance on public feedback)*	**Less Important (Low importance/low unmet need) or not mentioned** 0 POINTS	**Opportunities for Improvement (Low importance/ high unmet need)** 6 POINTS	**Special Needs (High importance, low unmet need)** 12 POINTS	**Top Priorities (High importance/ high unmet need)** 18 POINTS
Multiple uses - local/recreational	Accommodates a single activity	Accommodate 2 activities	Accommodates 3 activities	Accommodates 4+ activities
Multiple uses - national/international/elite	No potential	Unlikely to accommodate or neutral	Has potential to accommodate	Can accommodate
Land availability - city/basin/school district ownership	Not currently available	Limited possibility for acquistion	Available for possible acquisition	Yes, city/basin/school district owned
Improvements/expansion already planned/committed	Nothing planned/committed	Improvements/ expansion possible	Improvements/ expansion planned	Improvements/ expansion funded
Potential for economic benefit	No benefit	Low potential to benefit economy	Moderate potential to benefit economy	High potential to benefit economy
Enhances tourism	No enhancement	Low potential to enhance tourism	Moderate potential to enhance tourism	High potential to enhance tourism
Available elsewhere in region	Already available within SBSRD or Park City	Yes, within 15 miles	Unavailable within 15 miles	Not currently available in region
Funding availability	Requires bonding by SBSRD and Park City and School District	Requires bonding by SBSRD or Park City or School District	Requires multiple funding sources (grants)	Possible within existing budgets
Operations and maintenance requirements	High Maintenance Cost (indoor facility)	Moderate maintenance cost (park/fields)	Low maintenance cost (open space/trails, etc.)	No maintenance or maintenace costs by others
Flexibility	None	Low potential - very small project	Moderate potential - larger project	High potential - Can accommodate numerous unrelated, non-recreational
Cost	More than $20 million	Between $5-$20 million	Between $2-$5 million	Less than $1 million

Recreation Location Concepts





Public Involvement Workshops and Meetings



Big Cottonwood Regional Park Master Plan

Landmark Design began work on the Big Cottonwood Regional Park Master Plan in early 2009. The plan was commissioned in response to conflicting public ideas concerning the preservation, management and use of the four individual park sites that compose the Big Cottonwood Regional Park system.

The Big Cottonwood Regional Park Master Plan provides a framework for guiding the preservation of open space and improvement of formal park uses over a long-term implementation and funding period. Utilizing a thorough and extensive public involvement process, the master plan reflects the most compelling needs of the four parks, including the preservation of existing open space and natural areas. The final plan embraces the revitalization of degraded portions of the park and limiting inappropriate recreation uses such as horse riding and off-leash dog walking.

The Big Cottonwood Regional Park Master Plan merges the goals and desires established through a Steering Committee and members of the public with the realities of re-building the park. It also organizes the many steps that will balance the future use of the park.

ATK Magna Park Master Plan

Landmark Design was selected by the Salt Lake County Parks and Recreation Division to create a master plan for a 62-acre site located in a currently underserved area of the western portion of Salt Lake County. The vacant site is located in a buffer area between an existing residential neighborhood and a large industrial site. The master plan was intended to include a wide range of amenities and recreational opportunities for nearby neighbors, the township of Magna, as well as the larger region.

The master planning process included gathering information and soliciting feedback from residents within a 3-mile radius of the potential park site through the use of surveys and public meetings. The valuable information expressed through the public process was carefully blended with the needs established by the County for the greater regional area to create the final master plan. The master plan overcomes the challenge of an irregularly-shaped site with limited vehicular access through the introduction of a loop road system. The loop road connects a variety of exciting park features including a regional-sized playground with water play elements, skate plaza, little league baseball complex, among other elements. Additionally, the master plan includes ample amounts of “non-programmed” yet usable open space and a significant multi-use trail system.

ATK Magna Park Master Plan

Ron Wood Park

Landmark Design worked with West Jordan City staff and local residents to develop initial concepts, create a master plan, and prepare construction documents for this neighborhood park. Design activities began with the development of a park master plan, which included park programming, budget and use analysis and development of initial concepts. Once the master plan was approved, activities switched to the preparation of construction documents for Phase One of the park, which focuses on the development of a highly-active ten acre portion of the 30-acre site, including a large splash pad and a large "all abilities" playground, pavilions, tennis and basketball courts, picnic facilities, a restroom and parking facilities.

Future phases of the master plan will be implemented as funding is available, providing six multi-purpose sports fields and open play areas over the remaining 20 acres of the site. Landmark Design managed the design team from initial planning through final design and construction administration. The project was completed in spring of 2014 and was marked by a grand opening ceremony.

West Jordan Main City Park Master Plan

Landmark Design prepared redevelopment plans to upgrade existing park elements, incorporate new components to meet the needs of a growing and changing community, and to re-establish the Main City Park as a community gathering space and center of activity. As part of this work, Landmark Design conducted a series of "community design workshops" with residents to develop concepts for the Main Park, which evolved into alternatives that were evaluated during a Public Open House. The preferred design was ultimately developed into the Main Park Master Plan.

The Park Master Plan includes a phasing and implementation plan, which identifies logical phases of development in relationship to costs, assisting city staff with Capital Improvement planning and budgeting.

Relevant Experience - Architecture

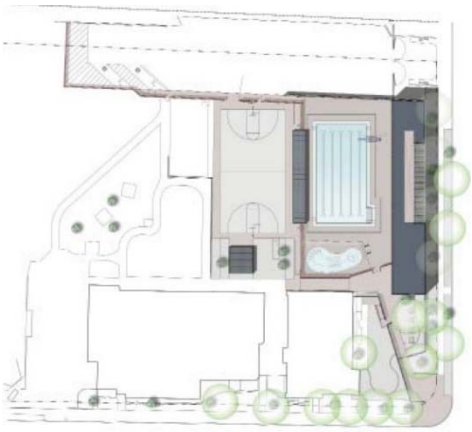
Taylor Yard Park Community Center

Inspired by sustainable design principles and the site's rail history, the new Taylor Yard Park and Recreation Center lies just north of downtown Los Angeles on 40-acres of decaying land fronting the Los Angeles River. In conjunction with the active recreation facilities designed by SMA, the project included new athletic fields, jogging paths, picnic areas and the widening of San Fernando Road. Large rolling doors open the community room to the park while well-placed operable windows maximize cross-ventilation, natural lighting and views of the surrounding site. Landscape design features include drought-tolerant native trees and plants and hardscapes designed to reduce heat islands. A walkway along the street edge was designed by the landscape team, distinguishing the new face of the park in an area of light industry. The design also anticipates the future inclusion of a bicycle trail linking downtown Los Angeles to the river communities and Griffith Park. SMA met the $1 M budget for this 2,000 SF facility set by the City of Los Angeles.

Taylor Yard Park Community Center

Costello Pool and Bathhouse

This project is a reinterpretation of the iconic typology of the modern Southern California public swimming pool. The new architectural vocabulary reinterprets the enclosed bathhouse with all its program elements hidden within distinct male and female zones, into a contemporary gender-neutral, open-to-the-air configuration. The modern dressing rooms and restrooms are unisex and open at the floor, screened at the top. Sustainability is woven throughout by providing minimal heating and cooling loads, with naturally lit and ventilated spaces, and solar heated pools. Materials include board-formed concrete with a high fly ash content, clear-anodized aluminum louvers and tube steel fencing with all vertical members. The Sparano + Mooney Architecture design team collaborated with an artist whose public art is integrated into the concrete wall surfaces. Within the constraints of a $4M budget, the scope of the services included the design of a new 38’ x 75’ competitive pool with five lanes; new modern splash pad with play features; new pool deck and structures to house pool accessories and service equipment; new perimeter fencing and improvements to the site including landscape, parking lots, recreational areas and spectator seating.



Reggie Rodriguez Community Center

This award-winning project was commissioned to provide a central location for the diverse neighborhood population in the City of Montebello, east of downtown Los Angeles. The 6,000 SF program includes space for 4 non-profit agencies to provide activities and services for the community, and a police drop-in station. Two rooftop decks and a multi-purpose room provide areas for community gatherings. The center is sited within the 11-acre Reggie Rodriguez Park. The community center was conceived of as a physical expression of the often perilous passage from adolescence to maturity. A combination of active and reflective experiences include porous public spaces which spill out into the park and more introverted and cloistered areas for concentrated work.

Views extend straight through the building during the day and at night the light from the lobby filters through the entrance screen and into the park. The entire façade opens to the park as the coiling lobby screen opens to invite the community to explore the center's public spaces and programs. The project was designed and constructed to the clients' budget of $1.6M.

Kimball Art Center

Sparano + Mooney Architecture was selected as a finalist for the international design competition for the re-imagining of Park City's Kimball Art Center (KAC). The design for the transformation of the Kimball Art Center (KAC) is inspired by the example of the aspen tree growing in the Wasatch mountain range and by the KAC's mission to serve as the heart of Park City, Utah's creative community. The tree metaphor provided the diagram for the project, whereby the roots of the tree serve as a thriving underground foundation from which the program spaces grow above. Surrounding the activity is the tree canopy, an etched, triple-glazed screen forming a dynamic circulation space filtering daylight in while also producing energy for the building. The screen embodies transformation through its ability to change dramatically from day to night and offers changing seasonal views of the mountains and activity on the street. The idealized western vernacular log architecture is present in the 35,000 SF, $6M project with the central volume's form, evoking the memory of a cabin in the aspen woods. The space is brought to life with the graphic texture of trees killed by bark beetles, salvaged in the Wasatch mountain area.

Relevant Experience – Financial Analysis

Park City/Snyderville Basin Parks & Recreation Study (2012 & 2015)

This study, as well as the update that was performed, analyzed options for shared use of parks and recreation facilities by two neighboring communities. Park City is more the "resort" town, while the Snyderville Basin is a rapidly-growing area with large families. The study analyzed demand for facilities, shared costs (both capital and operating costs), future needs, pricing structures that recognized residents v. non-residents, and desired service levels for the community. The 2015 update for SBSRD includes an impact fee analysis.

Saratoga Springs Parks & Recreation Study (2011 & 2015)

Consultants at ZBPF conducted a communitywide parks and recreation survey to identify community preferences and priorities for the development of recreation facilities, programs offered, etc. Benchmarks were researched for neighboring communities, as well as the ability of the private markets to provide some of the desired services. Saratoga Springs is one of the most rapidly-growing cities in the United States and a major emphasis of the study was for the City to meet growing demand, while also developing a sustainable financial plan for parks and recreation.

Henderson, NV Parks and Recreation Pricing Study (2014)

Consultants at ZBPF conducted a comprehensive review of all parks and recreation-related fees in Henderson which resulted in a new fee structure for the City. The project involved intensive public involvement regarding the appropriate levels of subsidy for various recreation activities, as well as a needs assessment for future capital facilities.

Billing Rates

LANDMARK DESIGN

Principal-in-Charge	$130
Principal Landscape Architect	$110
Senior Associate Landscape Architect	$90
Landscape Designer	$70

SPARANO + MOONEY ARCHITECTURE

Principal	$165
Project Manager	$140
Project Architect	$120
Job Captain	$90
Draftperson/CAD Operator	$85
Administrative	$65

ZION BANK PUBLIC FINANCE

Vice President	$200
Analyst	$110

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

In 2012, staff developed a ten to twelve year implementation plan to re-construct all of the streetscape infrastructure (sidewalks, curb and gutters, streetlights, benches, signage, art…) as well as the public plazas on Main Street. Staff is in the process of platting the lots at 415 Main Street in order to proceed with the re-construction of the Miner's Plaza.
In order to do this, staff seeks Council dedication of a private sewer lateral easement and authorization for the City Manager to enter into an encroachment agreement in order to plat the property at 415 Main Street and proceed with the re-construction of Miner's Plaza.

Respectfully:

Matthew Twombly, Senior Project Manager

City Council
Staff Report

Subject: **Miner's Plaza – Easement & Encroachment Agreement**
Author: **Matthew A. Twombly**
Department: **Sustainability**
Date: **November 19, 2015**
Type of Item: **Encroachment Agreement**

Summary Recommendations:
Staff recommends that City Council:

1: Authorize the City Manager to enter into an encroachment agreement in a form approved by the City Attorney's Office with Jack R. Mayer Trustee for the encroachment of a structure at 416 Park Avenue onto City Property at 415 Main Street (Miner's Plaza).

2: Dedicate a 5' Private Sewer Lateral Easement on the Miner's Plaza Subdivision Plat to the benefit of 416 Park Avenue, 424 Park Avenue and 419 Main Street.

Executive Summary:
In 2012 staff developed a ten to twelve year implementation plan to (re-)construct all of the streetscape infrastructure (sidewalks, curb and gutters, streetlights, benches, signage, art…) as well as the public plazas on Main Street. Staff is in the process of platting the lots at 415 Main Street in order to proceed with the re-construction of the Miner's Plaza. Council should dedicate a private sewer lateral easement and authorize the City Manager to enter into an encroachment agreement in order to plat the property at 415 Main Street and proceed with the re-construction of Miner's Plaza.

Acronyms in this Report:
HPCA Historic Park City Alliance

Background:
At the July 12, 2012 Council meeting staff presented the timeline for the Main Street projects. The presented timeline developed by IBI with staff and the Historic Park City Alliance (HPCA) identified the Brew Pub, City Hall Plaza and the Bear Bench Walkway to be constructed in calendar year 2014. Due to the discussions regarding the gondola and other priorities the Brew Pub project was delayed from this original schedule.

On July 30, 2015 Council approved a professional services provider agreement for the Brew Pub Plaza conceptual design or Phase 1 of the design. This first phase of conceptual design, public process and branding is anticipated to take from award into November or early December. Staff originally planned on starting construction in April of 2016. However, based on past projects with this level of complexity and similar public processes, regulatory processes and contractor selection process, staff does not believe a Spring 2016 start of construction is feasible.

Because of the uncertainty of a Spring 2016 for the Brew Pub, staff felt that in order to keep on schedule with the overall Main Street Improvement Plan that the Miner's Plaza regulatory and design process should begin in order to meet a Spring 2016 start of construction. On July 8, 2015 an application was submitted to Planning for a plat amendment to combine three (3) lots into one (1) lot of record for the City property at 415 Main Street otherwise known as Miner's Plaza. On September 17, 2015 City Council approved the application based on the Findings of Facts, Conclusions of Law, and Conditions of Approval.

Analysis:
In review of the proposed amendment to the plat and existing conditions survey, staff identified an encroachment of the historic house and deck at 416 Park Avenue and a private sewer lateral on the City owned property at 415 Main Street (Miner's Plaza). The encroachment is approximately six to twelve inches onto the Miner's Plaza property (See Exhibit A). The private sewer lateral runs across the property to the benefit of 416 Park Avenue, 424 Park Avenue and 419 Main Street (see Exhibit B).

The conditions of Approval for the plat amendment application are:

1. The City Attorney and City Engineer will review and approve the final form and content of the plat amendment for compliance with State law, the Land Management Code, and conditions of approval, prior to recordation of the plat.
2. The applicant will record the plat amendment at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will 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. Recordation of this plat and completion and approval of a final Historic District Design Review (HDDR), applications are required prior to building permit issuance for any construction on the proposed lot.
4. **The applicant shall provide a private sewer lateral easement for the benefit of 416 Park Avenue, 424 Park Avenue and 419 Main Street.**
5. **The property owner must enter into an encroachment agreement with the owner(s) of 416 Park Avenue for the existing historic house and deck located on the west property line of lot 5.**
6. 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.

Upon authorization to proceed with the encroachment agreement, staff will send an agreement (Exhibit C) in a form approved by the City Attorney's Office via certified mail to the owner(s) of 416 Park Avenue. The private sewer lateral will be shown on the subdivision plat (Exhibit B) and will be reviewed and approved by the Snyderville Basin Water Reclamation District during plat recordation.

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. Approve:

Approve the request:

1: Authorize the City Manager to enter into an encroachment agreement in a form approved by the City Attorney's Office with Jack R. Mayer Trustee for the encroachment of a structure at 416 Park Avenue onto City Property at 415 Main Street (Miner's Plaza).

2: Dedicate a 5' Private Sewer Lateral Easement on the Miner's Plaza Subdivision Plat to the benefit of 416 Park Avenue, 424 Park Avenue and 419 Main Street.: (Staff recommendation)

B. Deny:

Council could choose to not continue with the project at this time.

C. Modify:

Council could choose to modify the conditions, which would likely delay the schedule.

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?	+ Varied and extensive event offerings + Multi-seasonal destination for recreational opportunities + Internationally recognized & respected brand	- Managed natural resources balancing ecosystem needs - Reduced municipal, business and community carbon footprints	+ Shared use of Main Street by locals and visitors + Entire population utilizes community amenities + Community gathering spaces and places + Vibrant arts and culture offerings	+ Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive ↑	Negative ⇩	Very Positive ↑	Positive ⇧
Comments:				

Funding Source:

There is currently approximately $750,000 estimated for the Miner's Plaza project out of the $15 M 10-year project budget. Sustainability, Planning, Building, Engineering, Budget, Public Works and on a limited basis other City staff resources will be required to complete the project.

Recommendation:

Staff recommends that City Council:

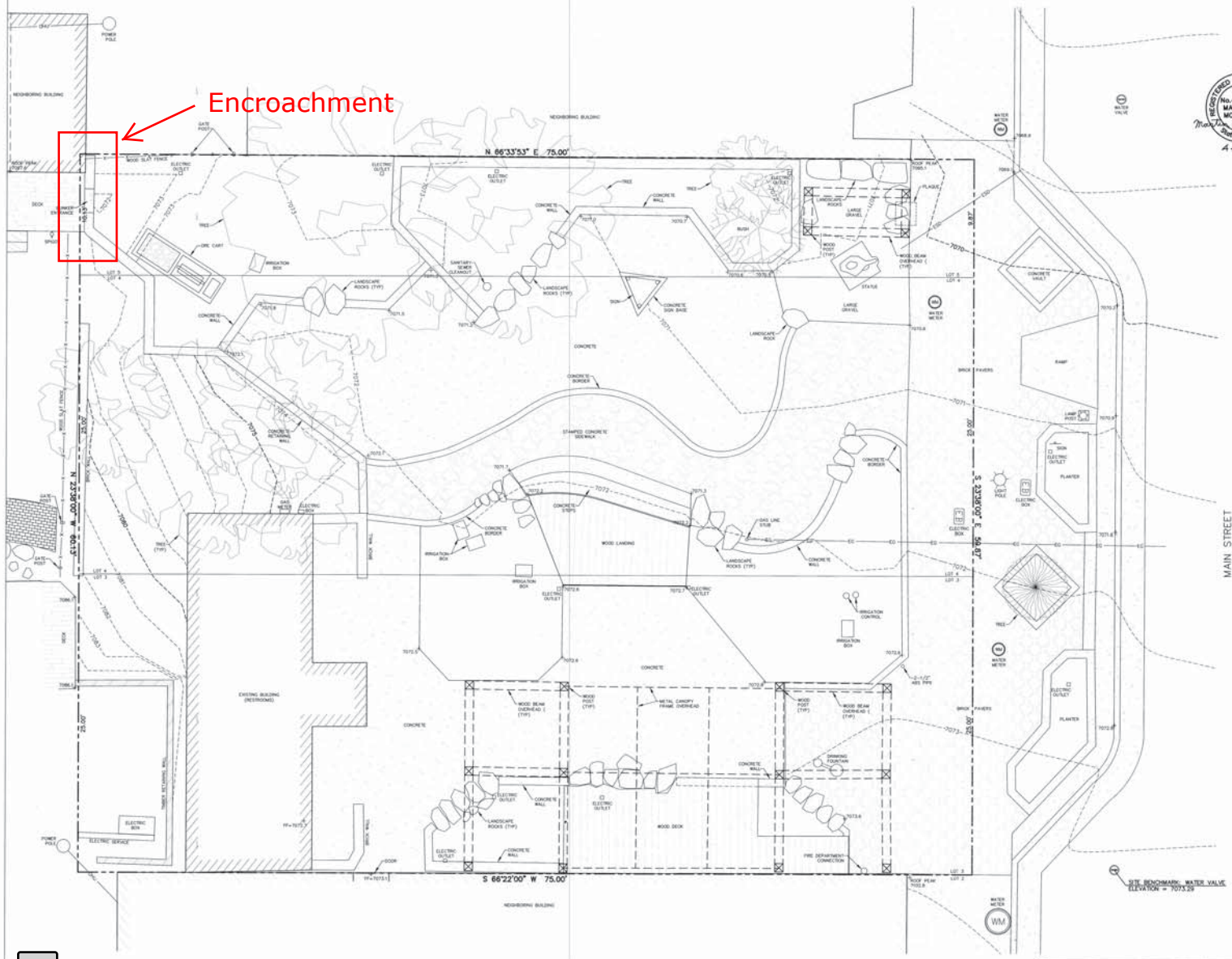
1: Authorize the City Manager to enter into an encroachment agreement in a form approved by the City Attorney's Office with Jack R. Mayer Trustee for the encroachment of a structure at 416 Park Avenue onto City Property at 415 Main Street (Miner's Plaza).

2: Dedicate a 5' Private Sewer Lateral Easement on the Miner's Plaza Subdivision Plat to the benefit of 416 Park Avenue, 424 Park Avenue and 419 Main Street.

Attachments:

Exhibit A - Encroachment
Exhibit B – Plat with easement
Exhibit C - Encroachment Agreement

Exhibit A



SURVEYOR'S CERTIFICATE

I, Martin A. Morrison, do hereby certify that I am a registered land surveyor and that I hold certification no. 4938739 as prescribed under the laws of the State of Utah. I further certify that a topographic survey has been made under my direction of the lands shown and described hereon. I further certify that this topographic survey is a correct representation of the land surveyed at the time the field work was completed and is in compliance with generally accepted industry standards for accuracy.

REGISTERED LAND SURVEYOR No.4938739 MARTIN A. MORRISON State of Utah

Martin A. Morrison

4-8-'15

NOTES

1. Site Benchmark: Water valve Elevation=7073.29
2. The architect is responsible for verifying building setbacks, zoning requirements and building heights.
3. This topographic map is based on a field survey performed on March 25, 2015.
4. Property corners were set.
5. Snow coverage at the time of the survey was approximately 0" to 6". As a result, actual elevations may vary from elevations shown on this survey. In addition, monuments, improvements and/or conditions may exist which are not shown on this survey.

4' 0 4' 8'

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

523 Main Street P.O. Box 2664 Park City, Utah 84060-2664

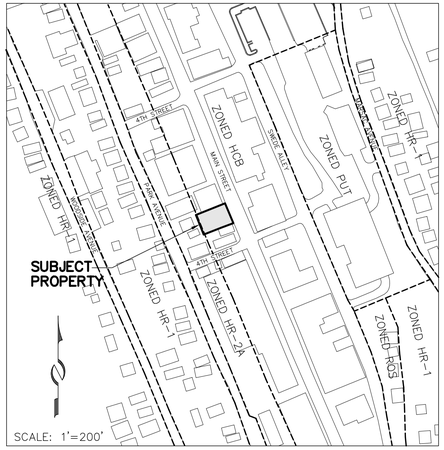
STAFF: MARSHALL KING, MARTY MORRISON, JEFF KITCHEN

DATE: 4/8/15

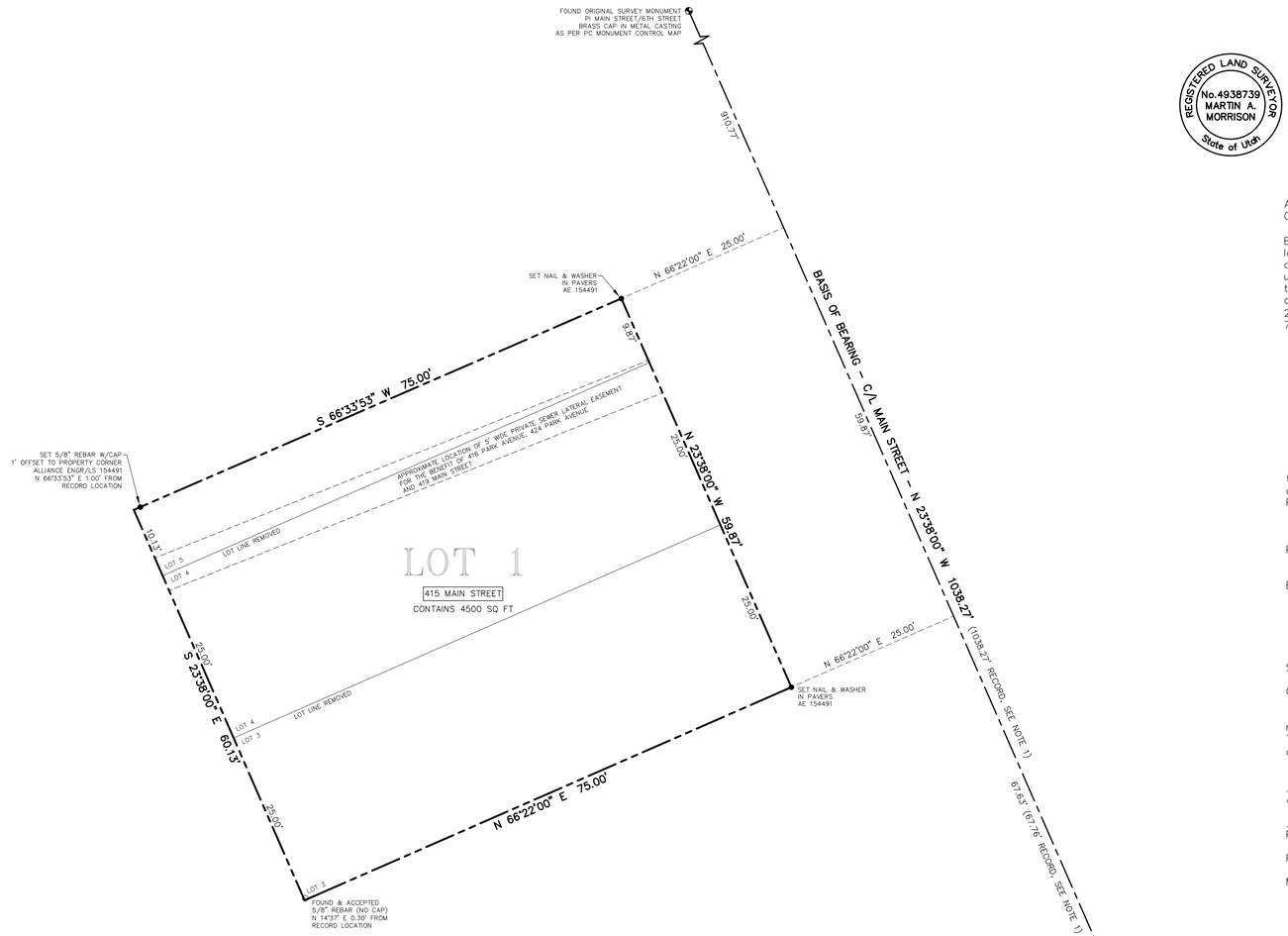
EXISTING CONDITIONS & TOPOGRAPHIC MAP
MINER'S PLAZA (415 MAIN STREET)
BLOCK 10, PARK CITY SURVEY

FOR: PARK CITY MUNICIPAL CORPORATION
JOB NO.: 7-3-15
FILE: X:\ParkCitySurvey\dwg\srv\topo2015\070315.dwg

SHEET 1 OF 1



VICINITY MAP



SURVEYOR'S CERTIFICATE

REGISTERED LAND SURVEYOR No.4938739 MARTIN A. MORRISON State of Utah

I, Martin A. Morrison, certify that I am a Registered Land Surveyor and that I hold Certificate No. 4938739, as prescribed by the laws of the State of Utah, and that by authority of the owners, I have prepared this Record of Survey map of MINER'S PLAZA SUBDIVISION and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

BOUNDARY DESCRIPTION

All of Lots 3 and 4, and the following described portion of Lot 5, Block 10, Amended Plat of the Park City Survey:

Beginning at the southeast corner of said Lot 5 and running thence North 23°38' West 9.7 feet, more or less, to a point on the front lot line of said Lot 5, which point is the intersection of said front lot line and the line which is the extention of the south face of the southerly most wall of the building located upon said Lot 5, the bearings of which extended line are the same as those fixed by the south face of the southerly most wall of said building; running thence along said extended line fixed by the south face of said building from the front lot line of Lot 5 to the rear lot line of Lot 5; running thence South 23°38' East 9.7 feet, more or less, to the southwest corner of Lot 5; running thence North 66°22' East 75 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that Park City Municipal Corporation, the undersigned owner of the herein described tract of land, to be known hereafter as MINER'S PLAZA SUBDIVISION, does hereby certify that it has caused this Plat to be prepared, and does hereby consent to the recordation of this Plat.

In witness whereof, the undersigned set his hand this _____ day of _____, 2015.

Park City Municipal Corporation

By: _____
Mayor

ACKNOWLEDGMENT

State of Utah:
ss:
County of Summit:

On this _____ day of _____, 2015, Jack Thomas personally appeared before me, the undersigned Notary Public, in and for said state and county. Having been duly sworn, Jack Thomas acknowledged to me that he is the authorized signatory of the herein described tract of land, and that he signed the above Owner's Dedication and Consent to Record freely and voluntarily.

_____
A Notary Public commissioned in Utah

_____
Printed Name

Residing in: _____

My commission expires: _____

NOTES

1. The survey monument shown on the Park City Monument Control Map (Recorded on December 30, 1982 as Entry No.: 199887) was destroyed several years ago. A mag nail was set at the monument location using direct ties from field notes of past surveys. Subsequently, a new survey monument was installed at the mag nail location in November of 2014. The distance shown on the Park City Monument Control Map between the monuments at Fourth Street and Sixth Street is 1038.27 feet. The actual measured distance was 1037.96 feet. The position of the mag nail is consistent with the measured distance.
2. This subdivision is subject to the Conditions of Approval in Ordinance 15–____.

A PARCEL COMBINATION PLAT

A COMBINATION OF LOT 3, LOT 4 AND A PORTION OF LOT 5 IN BLOCK 10, PARK CITY SURVEY

MINER'S PLAZA SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

10' 0 10' 20'

SHEET 1 OF 1

11/10/15 JOB NO.: 7–3–15 FILE: X:\ParkCitySurvey\dwg\srv\plat2015\070315.dwg

(435) 649-9467
Alliance Engineering Inc
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060–2664

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2015 BY _____ S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS ____ DAY OF _____, 2015 BY _____ CHAIR	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2015 BY _____ PARK CITY ENGINEER	APPROVED AS TO FORM THIS _____ DAY OF _____, 2015 BY _____ PARK CITY ATTORNEY	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2015 BY _____ MAYOR	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2015 BY _____ PARK CITY RECORDER	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ DATE _____ TIME _____ ENTRY NO. _____ _____ FEE _____ RECORDER

When recorded please return to:
Park City Municipal Corporation
Attn: City Recorder
PO Box 1480
Park City UT 84060

ENCROACHMENT PERMIT

416 Park Avenue (*street address*)

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (*City*) and Jack R. Mayer Trustee (*Owner(s*)) to set forth the terms and conditions under which the City will permit the Owner to maintain that portion of the existing house and wood deck located within the boundaries of the City property at 415 Main Street (*street address*), Park City, Utah. ("City Property").

1. This encroachment agreement shall be appurtenant to the following described property: 416-PA-1 416 Park Avenue Subdivision (*lot # and subdivision*)
Property

This agreement is not transferable to other property, but is freely transferable with the title to this lot. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Owner(s). **Owner(s) shall attach a current title report as part of this application.**

2. The improvements permitted within the City Property shall consist of that portion of the existing house and wood deck located within the boundaries of the City property at 415 Main Street. Attach a scaled drawing, labeled as ATTACHMENT 'A', showing the improvements and the location of all related elements, on 8 ½ "x 11" or 11"x 17" paper. No modifications to the improvements may be made without prior written permission from Park City Municipal Corporation.

3. The City may, at some future date, elect to make improvements to 415 Main Street (*property addresss*) at this location. To the extent that any improvements or utility work requires the removal, relocation, replacement, and/or destruction of the improvements the Owner(s) may have been using within the City property right-of-way, the Owner(s) waives any right to compensation for the loss of improvements. This waiver of compensation, in the event the improvements are removed for any reason whatsoever in the sole determination of Park City, is the consideration given for the granting of this encroachment permit.

4. Prior to installing City improvements, the City will endeavor to give the Owner(s) sixty (60) days notice.

5. No permanent right, title, or interest of any kind shall vest in the Owner(s) in the City Property by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

6. The Owner(s) or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owner(s) and/or her agents are permitted limited access to the City Property for the purpose of maintaining, repairing, removing, relocating, and/or replacing the portion of the existing house and wood deck located within the boundaries of the City property at 415 Main Street.

7. The Owner(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of the Owner's use of the City Property for private purposes, or from the failure of the Owner's improvements.

8. The license created by this Agreement does not impose any liability upon the City, or subsequent owners of real property located at 415 Main Street for the maintenance, repair, lateral support, replacement, or other work on any portion of the existing house and wood deck.

9. This agreement shall be in effect until the license is revoked by the City. Revocation shall be effected by the City regarding a notice of revocation with the Summit County Recorder and sending notice to Owner or the Owner's successor.

DATED this _____ day of_____, 20___

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, Mayor

Attest: _____

Approved as to form:_____

_____ _____
Owner's Signature Owner's Name (Printed)

_____ _____
Mailing Address email address or phone number

STATE OF UTAH)
ss
COUNTY OF_____)

On the ____ day of _____, 20___, _____ _____personally appeared before me _____ who, being first duly sworn and upon oath, and in full recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed the foregoing instrument on their behalf.

_____
Notary Public

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

Staff recommends Council approve the attached contract and appoint, subject to MCPC § 2-4-6, Michelle Kellogg to the position of City Recorder from October 21, 2015, to June 30, 2016.

In order to compensate Limon at a level currently outside of the existing pay plan, staff is recommending the use of a special employment agreement to appoint Limon for a period ending June 30, 2016, at which time the pay plan may be amended.

Respectfully:

Matt Dias, Asst City Manager

City Council
Staff Report

Subject: City Recorder Appointment and Contract Approval
Author: Brooke Moss, HR Manager
Date: November 19, 2015
Type of Item: Administrative – Advice and Consent; Approval

Summary Recommendation:
Staff recommends Council approve the attached contract and, pursuant to MCPC § 2-4-6, authorize the appointment of Michelle Kellogg to the position of City Recorder from October 21, 2015, to June 30, 2016. In order to compensate Kellogg at a level currently outside the existing pay plan, staff is recommending the use of a special employment agreement to appoint Kellogg for a period ending June 30, 2016, at which time the pay plan may be amended.

Topic/Description:
Authorization of a special employment agreement and appointment as City Recorder.

Background:
The HR and Executive Departments conducted a lengthy external recruitment to fill the recent vacancy in the City Recorder position. Professionally, the Recorder position has been emerging over the last decade within our organization to assume additional responsibilities and professional certifications. This growth has brought the position better in line with other Recorder positions throughout the State of Utah and across the country. Recent City Recorder recruitments in Park City have been challenging due to the enhanced responsibilities and certifications we require as a municipality, and what our associated pay scale and salary offers to potential applicants.

In short, the sophistication of the Recorder position has evolved to a point where PCMC needs to consider amending its pay plan in order to recruit and retain an experienced City Recorder.

Analysis:
Pay data from other governmental entities throughout the State was gathered and reviewed. As a result, staff advertised for a special employment agreement position with updated job responsibilities and minimum qualifications at a higher salary level, in lieu of filling the full time regular position at its current pay rate ($56,430.40). Several resumes were received, yet only a handful met our qualifications. Even with the increase in salary and updated job responsibilities, we assume that the cost of living in Park City contributed heavily to a very difficult recruitment process against the equal or better wages of other jurisdictions along the Wasatch Front with considerably lower costs of living.

Staff believes we have found a qualified and experienced City Recorder. Furthermore, we believe that hiring immediately is necessary to ensure PCMC continues to meet its many public notification, archival, and insurance obligations.

Department Review:
Legal Department, Executive Department

Alternatives:

A. Approve:
Staff recommends Council approve the attached contract and, pursuant to MCPC § 2-4-6, authorize the appointment of Michelle Kellogg to the position of City Recorder from October 21, 2015, to June 30, 2016.

B. Deny:
Denial will result in a continued vacancy pending another candidate selection proces.

C. Modify:
Council could give direction to modify this proposal.

D. Continue the Item:
Staff could return with additional information or for additional discussion if needed.

E. Do Nothing:
This has the same effect as Alternative B

Significant Impacts:
The City Recorder position is an integral part of the organization's ability to meet its many requirements and obligations as prescribed by State Code, such as preparing all necessary documentation and notification for public meetings and municipal elections, and maintaining PCMC official records (resolutions, minutes, summonses, and policies and procedures). A qualified City Recorder will ensure that we continue to efficiently meet our legal obligations to the public.

Funding Source:
Executive Department budget. This may require additional funds from the operating accounts, yet we believe the vacancy during the recruitment process has provided sufficient funds.

Consequences of not taking the recommended action:
A new recruitment would be necessary to begin a new search for a new Recorder.

Summary Recommendation:
Staff recommends Council approve the attached contract and, pursuant to MCPC § 2-4-6, authorize the appointment of Michelle Kellogg to the position of City Recorder from October 21, 2015, to June 30, 2016.

PARK CITY MUNICIPAL CORPORATION
JOB DESCRIPTION

City Recorder
Executive Department
Position # 11110
Reports to: City Manager

Updated: August, 2015 FLSA status: Exempt

JOB SUMMARY

The City Recorder is appointed pursuant to Municipal Code 2-4-6 and under the broad supervision of the City Manager and Assistant City Manager, performs official City Recorder duties as specified by Utah Code and city ordinances, including but not limited to Utah Code Sections 10-3-916, and 10-6-137 to 140, and Municipal Code of Park City Section 2-4-6. Responsibilities include Records and Noticing Management, City Council Meetings and Minutes, Contract Support and Administration, and Municipal Elections. Provides highly responsible and complex administrative support to the Executive Team, including assisting the Mayor and City Council. Serves as the City's Election Official and shares in the responsibilities of promoting quality customer service and positive coordination with other City departments and outside agencies. Assists staff and the general public with questions, concerns and complaints.

EXAMPLES OF TYPICAL JOB DUTIES

Supervises the work of records management; provides technical assistance on duties related to records management; oversees the proper classification, filing, retrieval, storage, destruction and archiving of all City records, deeds and contracts as required by law; keeps a record of the official proceedings of the City as required by law; attests and fixes a seal upon all legal documents of the City.

Responsible for public meeting notice and the proper transcription of the Council minutes and postings to the City and State websites, as well as admin rights and privileges of the meeting management software system.

Performs official notarial acts within the state to include acknowledgments, certifications, oaths and affirmations; administers oaths to City officials.

Assists with the proper execution of all City contracts and agreements to ensure approval by all necessary City departments.

Conducts and supervises all City elections as provided by law; renders all interpretations and makes initial decisions about controversies and other matters relating to the general provisions of the election code.

Develops, plans and implements Executive Department goals and objectives; recommends and administers policies and procedures.

Participates in the development of the department's work plan; assigns work activities when necessary on projects and programs; monitors a workflow; reviews and evaluates work product, methods and procedures.

Coordinates department activities with those of other departments and outside agencies and organizations;

provides staff assistance to the Mayor, City Council, and Assistant City Manager; prepares and presents staff reports and other necessary correspondence.

Prepares and implements the annual approved budget of the Election Division; directs the forecast of funds needed for staffing, equipment, materials, and supplies; monitors and approves expenditures; and also processes POs and reimbursements for the Executive Team.

Participates in relevant boards, commissions and committees; maintains membership in professional groups.

Manages City's general liability and insurance placement program; active member of the City's Emergency Management and Risk Management program.

Helps select department staff; provides or coordinates training.

Other duties as assigned or directed.

KNOWLEDGE, SKILLS, AND ABILITIES

- Current Certified Municipal Clerk or Master Municipal Clerk certification through the International Institute of Municipal Clerks or proven ability to obtain such certification within 3-4 years of hire.
- Membership in the Municipal Clerks Association, the Greater Salt Lake Clerks/Recorders Association, or International Institute of Municipal Clerks.
- In-depth knowledge of current technologies; the procedures, tools, and methods currently used for Municipal Recorders.
- Ability to demonstrate an advanced working knowledge of the current state of Municipal Recorders industry; current best practices to advance the efficiency and effectiveness.
- Bondable.
- Demonstrated knowledge and ability related to the process of public notification including public notices, advertising and communication strategies.
- Ability to identify and research best practices and trends for Municipal Recorders related to long term objectives.
- Experience in project management where the primary responsibility has been to develop a plan for the implementation and successful completion of short and medium term objectives in support of the long term goals.
- Must possess skills related to flexibility and adaptability of processes in order to be a change agent in the implementation and advancement of procedures, methodologies, tools and technologies to streamline processes related to Municipal Recorders.

EDUCATION AND/OR EXPERIENCE

Required:
- Bachelor's degree in Public Administration and/or related field
- 5+ experience in municipal management
- Environmental regulatory and/or sustainable initiatives
- Ability to obtain City National Incident Management System Certification

Preferred:
- Master's degree in Public Administration and/or related field
- Experience in municipal regional collaboration efforts

PHYSICAL DEMANDS
- While performing the duties of this job, the employee is frequently required to sit, talk and hear.
- The employee is occasionally required to use hands to finger, handle or operate objects, controls, or tools.

- The employee must occasionally lift and/or move more than 10 pounds.
- Specific vision abilities required by this job include close vision and distance vision.

WORK ENVIRONMENT

- Work is performed primarily in a climate controlled office setting. May involved extended periods of sitting, typing on a keyboard, and using a telephone among other office equipment including copier, fax, etc.
- Considerable exposure to stressful situations
- May require small amounts of travel to and from meetings, trainings and conferences.
- The noise level in the work environment is usually moderate to low.
- Non-traditional working hours which include evening meetings.

The physical demands and work environments described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Accommodations will be examined on a case-by-case basis.

The above statements are intended to describe the general nature and level of work being performed by persons assigned to this job. They are not intended to be an exhaustive list of all duties, responsibilities, and skills required by personnel so classified.

Approved By: _____ Date: _____
Supervisor of Position

Approved By: _____ Date: _____
Human Resource Department

Approved By: _____ Date: _____
City Manager

*Essential functions of the job

EMPLOYMENT AGREEMENT

Park City Municipal
Michelle Kellogg

Park City Municipal Corporation (Park City) and Kellogg (Michelle Kellogg) desire to enter into an agreement for the provision of services by Kellogg to Park City. Because the arrangement between Kellogg and Park City will be for a specific term, Park City and Kellogg desire to set forth the specifics of their relationship in the form of this Employment Agreement.

In consideration of the mutual agreements and promises contained herein, Park City and Kellogg agree as follows:

Position

1. Kellogg will provide services to Park City in the capacity of City Recorder. The terms of Kellogg's employment with Park City shall be governed by this Agreement and the Park City Personnel Policies and Procedures Manual. However, this Agreement shall control to the extent that it is inconsistent with the terms of employment set forth in the Personnel Policies and Procedures Manual. Kellogg's employment will be considered to be covered by a Special Employment Agreement pursuant to Policies and Procedures Section 2.2 g. "Special Employment Agreement".

Scope of Work

2. Kellogg, under the direction of the Assistant City Manager, shall act in the capacity of City Recorder (see attached job description). Kellogg shall report to and be supervised by the Assistant City Manager and/or his/her designee. The Assistant City Manager and/or his/her designee shall approve Kellogg's schedule. Kellogg's duties shall be assigned by the Assistant City Manager and/or his/her designee.

Compensation

3. Park City will compensate Kellogg as an Exempt employee at $71,000 annually. Kellogg will not be eligible for overtime compensation.

Leave

4. See Attachment A.

Benefits

5. See Attachment A.

Outside Employment

6. Requests for permission to accept outside employment, including self-employment, must be submitted in writing to the City Manager and/or his/her designee. The request should include any pertinent information about the outside employer, the nature of the job, the hours of employment and potential conflicts with this Agreement or the Park City Policies and Procedures Manual. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. The decision whether to approve outside employment will be made at the sole discretion of the City Manager and/or his/her designee**.**

Term

7. The initial term of this Agreement shall be from October 21, 2015 to June 30, 2016. The Agreement may be amended, renewed or extended by the mutual written agreement of the parties hereto. The employment hereunder is "at-will". This Agreement may be terminated at any time without a hearing by either party upon giving fourteen calendar days' notice of the desire to do so. The Agreement may be terminated without hearing immediately by Park City for a violation of this Agreement or the Park City Policies and Procedures Manual. The finding of a violation shall be made in the sole discretion of Park City Municipal Corporation. No appeal rights to the Employee Transfer and Discharge Appeal Board apply to contract employees, and none are created by this Agreement.

Severability

8. In the event any portion of this Agreement is found by a court of competent jurisdiction to be unenforceable, the remainder of the agreement shall remain in full force and effect.

Merger

9. This agreement constitutes the entire and only agreement between the parties and it cannot be altered except by written instrument, signed by both parties.

DATED this _____ day of _____, 2015.

PARK CITY MUNICIPAL CORPORATION
445 Marsac Ave.
Park City, UT 84060

By: _____
Diane Foster, City Manager

Attest:

_____
City Recorder

Approved as to form:

_____
City Attorney's Office

_____
Michelle Kellogg
4290 E. 1200 S.
Heber City UT, 84032

STATE OF UTAH)
:ss
COUNTY OF SUMMIT)

On this _____ day of _____, 2015 Kellogg personally appeared before me, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding Agreement, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

_____
NOTARY PUBLIC

Attachment A

Benefits, Leave and Retirement Eligibility
Michelle Kellogg

Workers Compensation	YES
Social Security Coverage	YES
Health Insurance	YES – Family
Dental Insurance	YES – Family
ICMA 457 Participation	YES
ICMA Match	YES
Utah State Retirement	YES
Paid Leave Bank	Yes – 64 hours, must be pre-approved by supervisor. THERE WILL BE NO LEAVE BANK PAY OUT UPON TERMINATION OF CONTRACT
Sick Leave	YES
Wellness	YES
Housing Differential	YES
Holiday Pay	YES
Lump Merit Eligibility*	YES
125 Flexible Spending	YES

*Subject to annual budget process – lump merit is not guaranteed.

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

By proclaiming Saturday, November 28, 2015, Small Business Saturday, Park City will be joining in a nationwide effort to steer shoppers toward local independently owned businesses during the holiday season and urge the residents of our community and communities across the country to support small businesses and merchants throughout the year.

Respectfully:

Matt Dias, Asst City Manager

City Council Staff Report

Subject: Resolution – Small Business Saturday
Author: Kristin Parker
Department: Executive
Date: November 19, 2015
Type of Item: Administrative

Summary Recommendation:
Approve the proposed resolution proclaiming November 28, 2015, as "Small Business Saturday" in Park City, Utah.

Background:
Small businesses are the lifeblood of our city, and we salute small business owners, entrepreneurs, and employees for enhancing our community and expanding opportunities for all the citizens of Park City and the surrounding communities. The hard work and ingenuity of our small business men and women are helping to sustain our economic strength, vitality and authenticity. Small Business Saturday recognizes and celebrates our many outstanding small business owners and employees for their unique contributions to the Park City economy and for their entrepreneurial spirit.

Small Business Saturday is a campaign conceived by American Express, first observed in 2010. The company reported that more than $5.5 billion was spent at independently owned businesses on this day in 2014. Small businesses employ over 55 percent of the working population in the United States. Eighty-nine percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue and eighty-seven percent of consumers in the United States agree that it is important for people to support small businesses that they value in their community.

By proclaiming Saturday, November 28, 2015, Small Business Saturday, Park City will be joining in a nationwide effort to steer shoppers toward local independently owned businesses during the holiday season and urge the residents of our community and communities across the country to support small businesses and merchants throughout the year.

Department Review:
Legal and Executive Departments

Alternatives:

A. Approve:
Staff recommends Council approve the proposed resolution in support Small Business Saturday on November 28, 2015.

B. Deny:
No material impact.

C. Modify:
Council could request to increase our participation, such as utilizing press releases and social media, above and beyond the resolution.

D. Continue the Item:
No material impact.

E. Do Nothing:
Same as Deny

Funding Source:
There is no membership fee or other commitments associated with this Resolution.

Recommendation:
Approve the proposed resolution proclaiming November 28, 2015, as "Small Business Saturday" in Park City, Utah.

	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		+ Residents live and work locally + Part-time residents that invest and engage in the community ~ Shared use of Main Street by locals and visitors + Physically and socially connected neighborhoods + Vibrant arts and culture offerings + Diverse population (racially, socially, economically, geographically, etc.)	+ Fiscally and legally sound + Engaged and informed citizenry
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧		Very Positive ↑	Very Positive ↑

Comments:
This resolution is just decloratory; there are no budgetary or program impacts at this time. The City may be asked to approve future events on a case by case basis.

Resolution No. __-15

RESOLUTION DELCARING NOVEMBER 28, 2015, AS "SMALL BUSINESS SATURDAY"

WHEREAS, The government of Park City, Utah celebrates our local small businesses and the contributions they make to our local economy and community; according to the businesses in the United States, they represent 99.7 percent of American employer firms, create more than two-thirds of the net new jobs, and generate 46 percent of private gross domestic product, as well as 54 percent of all US sales; and

WHEREAS, small businesses employ over 55 percent of the working population in the United States; and

WHEREAS, 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

WHEREAS, 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

WHEREAS, 93 percent of consumers in the United State agree that it is important for people to support the small businesses that they value in their community; and

WHEREAS, Park City, Utah, supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, the Mayor and City Council of Park City, Utah, do hereby proclaim November 28, 2015, to be Small Business Saturday. We urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

Passed and adopted this_ day of November, 2015.

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, MAYOR

ATTEST:

_____
Kristin Parker, Deputy City Recorder

APPROVED AS TO FORM:

_____
Mark Harrington, City Attorney

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

Staff recommends that City Council approve two leases with the Egyptian Theatre (YouTheatre) as approved by the City Attorney.

Respectfully:

Jessica Moran, Recreation Supervisor

City Council
Staff Report

Subject: **Egyptian Theatre (YouTheatre) Lease**
Author: **Jason Glidden & Jessica Moran**
Department: **Sustainability & Recreation**
Date: **November 19, 2015**
Type of Item: **Legislative**

Summary Recommendations:
Staff recommends that City Council approve two leases with the Egyptian Theatre (YouTheatre) in a form approved by the City Attorney.

Topic/Description:
Two leases between Park City Municipal Corporation and the Egyptian Theatre.

Background:
Staff was approached by the Egyptian Theatre to discuss the possibility of utilizing space inside City Park Recreation Building (Recreation Building) to host the YouTheatre programing during the school year. Egyptian Theatre is also interested in renewing the lease they had with the City last summer for program space in Miner's Hospital during the school summer vacation.

The YouTheatre has requested the use of the Recreation Building from 3:30pm to 8pm, Tuesdays and Thursdays, from February 22, 2016 through April 1, 2016, April 11, 2016 through May 5, 2016 and September 12, 2016 through December 1, 2016. In addition, they have requested non-exclusive use of the 1st, 2nd, and 3rd floors of Miners Hospital from June 2016 through August 2016. Both spaces would be used to house theatre programs for about 30 children per week. The group has requested to have storage space within each building. This would allow for all equipment to be stored in one location and would allow for other groups to use the space when not being used by the YouTheatre. All performances will still take place at the Egyptian Theatre. The Recreation Building and Miner's Hospital will only be utilized for teaching and practicing of the performing arts.

<u>YouTheatre (as submitted by the Egyptian)</u>
Since 1995 the Egyptian Theatre has enriched children's lives through their YouTheatre programs. YouTheatre has taught over a thousand aspiring actors some of which have gone onto study acting in college or pursue careers in the theatrical arts. Some former YouTheatre students have performed on Broadway.

The Egyptian Theatre YouTheatre program is based on the premise that participating in an arts program is an important aspect in the growth of every child. From the teamwork of being part of a cast, the discipline required putting on a production, and the confidence gained performing before a live audience, our young actors are instilled with an appreciation for the performing arts that will carry them into adulthood.

Special Service Contract

The Egyptian Theatre has a 2 year Special Service Contract for $20k ($10k each year). The split between the youth theatre and community programs is shown here:

> *In exchange for the City's contribution, Egyptian Theatre agrees to provide after-school and summer youth programing and ongoing community programing and theatrical productions (Attachment B).*
>
> *The Egyptian Theatre agrees to allocate $7,500 per year in special service contract funds towards after-school and summer youth programing and to allocate $2,500 per year to ongoing community programing and theatrical productions. The Theatre will offer at least 2 free performances open to the public (typically a preview night) per year. The Theatre will continue to provide a variety of shows and events to appeal to all ages and demographics of our local population.*

The performance measures for the Youth Theatre are as follows:

> ***Youth Theatre***
> *The Egyptian will continue to provide and enhance youth theatre programming in Park City at the Youth Theatre Studios on Main Street, and as part of the after school program at McPolin Elementary during the school year. To demonstrate performance under the contract; the following Performance Measures will be instituted:*
>
> *1. Provide a line item accounting of how City-apportioned funds have been used:*
> - *$2,667 will be expended for the 2014 & 2015 Summer Camp Session as partial support of Youth Theatre contract fees. This fee is used toward paying the Egyptian's program of: Directors, Choreographers, Teachers, Music, Materials, etc.*
> - *$2,667 will be expended for the Fall 2014 & 2015 Session as partial support of Youth Theatre contract fees. This fee is used toward paying the Egyptian's program of: Directors, Choreographers, Teachers, Music, Materials, etc.*
> - *$2,667 will be expended for the Spring 2015 & 2016 Session as partial support of Youth Theatre contract fees. This fee is used toward paying the Egyptian's program of: Directors, Choreographers, Teachers, Music, Materials, etc.*
>
> *2. The Theatre will show progress towards reaching the goal of a minimum increase of 10% in enrollment from the 2013 school/summer sessions to the 2014 school/summer sessions.*
> - *Total participation count and percent growth*

Recreation Building Current & Past Use

The Recreation Building is currently being used by Park City Recreation primarily as the home base for day camp during the summer months, and vacation/holiday camps during the school year. In addition, the Sundance Institute utilizes the space for storage for the film festival. Park City Recreation may have further program needs for the space

but will be able to schedule around the YouTheatre proposed use times.

Operating Costs

Regular use of both buildings is good for the facility. It keeps the operating and mechanical systems running better and provides a higher level of awareness for any potential maintenance issues. We anticipate cost to Park City to operate the Recreation Building to be about $500/month. If the buildings were used or open more than they are now, the City could incur limited, additional costs associated with additional cleanings but these costs would be minimal.

Daily Rental Rates

Park City Municipal has the following daily rental fee schedule for comparable City facilities:

Miners Hospital Rental Fees		
	Resident*/ Non-Profit Group	**Non-Resident/ Commercial Use**
Single Level		
First hr./additional up to 3 hrs.	$15/$10	$25/$15
Half-day (4 hrs.)	$40	$60
Whole day (9 hrs.)	$75	$110
Entire Building		
Two hrs. minimum	$60	$110
Half day (4 hrs.)	$100	$175
Whole day (9 hrs.)	$125	$200
Special Events**		
Entire building, whole day	$400	$550

Carl Winters Building

		Resident/ Non- Profit	Resident/ Non-Profit	Non-Resident/ Commercial Use	Non-Resident/ Commercial Use
ROOM	CAPACITY	HOURLY RATE	½ DAY/ DAILY RATE	HOURLY RATE	½ DAY/ DAILY RATE
201	30-35	$15	$40/$75	$25	$90/$170
202	15	$15	$40/$75	$25	$90/$170
205	60	$25	$50/$ 95	$50	$110/ $200
207	30-35	$15	$40/$75	$25	$90/$170

Current Market Rate

During the library relocation process, staff calculated an estimated market rate for both Miners Hospital and the Recreation Building. The cost per square foot rate used to calculate market rental rate is a few months old but staff believes that the rate has only increased slightly and still provides a close estimate of what an approximate market rate would be.

MINERS HOSPITAL	Market Rate	City Cost
Square Footage	2868	
Cost per Square Foot	$ 17.14	
Cost per month	$ 4,096.46	$ 500.00
Total Cost of lease (2.25 Months)	$ 9,217.04	$ 1,125.00

Facility Use Schedule

The chart below shows the use at Miners Hospital and the City Park Building during the 2015 calendar year. Open times in green reflect that there are no long-term leases or scheduled use during that period, although the facilities are available for special event rentals during that time.

MINERS HOSPITAL USE 2015											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
PC LIB	PC LIB	PC LIB	PC LIB	PC LIB	OPEN	OPEN	OPEN	OPEN	SUNDANCE	SUNDANCE	SUNDANCE

CITY PARK RECREATION BUILDING USE 2015											
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC
SUNDANCE	SUNDANCE/REC	OPEN	OPEN	OPEN	CITY REC	CITY REC	CITY REC	OPEN	OPEN	OPEN	SUNDANCE

Parking Mitigation

A parking plan will have to be developed that will utilize the north end parking of Miners Hospital for parents to drop off children attending the camps during summer months. The goal will be to provide a safe drop off space that minimizes the impacts for residents utilizing City Park. Staff believes that a plan can be developed that will accomplish this.

During the school year program, parents will use the parking area between the Recreation Building and Miner's Hospital.

Staff Proposed Lease Terms:

- **One year lease** - Staff feels that a one year lease for each location (Attachments A & B) will not over commit the City and allow flexibility to not renew the lease if new opportunities/needs arise.
- **Monthly rent of $750 for non-exclusive use of the Recreation Building 3:30pm – 8pm Tuesdays and Thursday from February 22, 2016 through April 1, 2016, April 11, 2016 through May 5, 2016 and September 12, 2016 through December 1, 2016. Monthly rent of $2500 for non-exclusive use of Miner's Hospital from June 2016 through August of 2016.** The rent amounts were determined by using the daily non-profit rate for use of similar city buildings

and providing roughly a 50% discount for being a community non-profit and a long term renter.

Department Review:
Economic Development, Budget, City Manager, Legal, Recreation and Special Events departments have reviewed this report.

Alternatives:

A. Approve: Approve the leases as proposed in a form approved by the City Attorney with the Egyptian Theatre

B. **Deny:** Deny the approval of the lease as proposed with the Egyptian Theatre

C. Modify: Direct staff to modify the lease with the Egyptian Theatre before signing

D. Continue the Item: Council could continue the item and have staff return at a later date

E. Do Nothing: Council could take no action on this item

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?	+ Unique and diverse businesses		+ Jobs paying a living w age + Community gathering spaces and places + Entire population utilizes community amenities + Vibrant arts and culture offerings (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome) (+/-) (Select Desired Outcome)	+ Fiscally and legally sound + Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Neutral ⇔	Very Positive ↑	Positive ⇧
Comments:				

Funding Source:
No funding source is required.

Consequences of not taking the recommended action:
City Council could not approve the leases with the Egyptian Theatre. This would not provide both staff and the Egyptian with future direction in regards to moving forward on a lease.

Recommendation:
Staff recommends that City Council approve the leases with the Egyptian Theatre (YouTheatre) as approved by the City Attorney.

Attachments:
Attachment A 2016 Lease for Miners Hospital and
Attachment B 2016 Lease for City Park Recreation Building.

Attachment A

Egyptian Theatre – YouTheatre Program
Park City Municipal Corporation
2015 Property Lease – Miners Hospital

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereinafter referred to as "Landlord") and the Egyptian Theatre (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease space in the Miners Hospital at 1354 Park Avenue, Park City Utah (hereinafter referred to as "Miners") to Tenant. The parties agree as follows:

1. Property. The property leased is within Miners Hospital and described as the non-exclusive use of all interior space within the building with the exception of the basement level, and exclusive use of office space on the first floor (hereafter referred to as Premises). This interior space shall be exclusively used by the Tenant Monday through Friday from 8am to 5pm for the duration of the lease. All times and property outside of those specified above will be open for public use.

In addition, the Tenant will have the option to rent the space outside of the times outlined. Any additional rental of space must be booked through the normal rental process with the city's Special Event Department and will be subject to normal rental conditions

2. Term. The Lease term shall commence on June 6, 2016, through August 12, 2016. In months with partial occupancy, monthly rent amount shall be calculated off a pro rata basis for each day that the tenant occupies the space.

3. Rent. The rent for the leased space within the Miners Hospital shall be as follows:

(a) Rate: Rent starting in June 2016 will be Two Thousand Five Hundred Dollars ($2,500.00) per month but will be prorated in June and August based on move in date (June) and move out date (August).

(b) Payments: Rent shall be paid in monthly installments of Two Thousand and Five Hundred Dollars ($2,500). Rent shall be due on the first of each month, and past due if not paid by the tenth (10th) of the month. A late fee of $25 will be charged every 5 days that payment is past due.

RENT SCHEDULE

Month	Days	Rent
June	25	$2083.25
July	31	$2500.00
August	12	$967.68
TOTAL		$5550.93

(c) Deposit: A refundable deposit of $2,500.00 is required to cover any damage and cleaning/removal of items. A payment of deposit will be payable upon execution of the lease once final inspection from the Landlord.

4. YouTheatre Obligation. The Egyptian Theatre's YouTheatre ("YouTheatre") shall conduct the programed children's (ages 5- 18) camps that focus on theatrical production. YouTheatre shall not exceed posted occupancy of the building at any time. YouTheatre shall be responsible for the creating and managing a parking/drop off plan for all camp participants.

5. Tax-Exempt Status. In the event Tenant loses it tax-exempt status, the City shall have the option of terminating the contract, or increasing the rental to the fair market value of the space occupied by the YouTheatre on the date that the tax exemption was revoked.

6. Storage of Equipment and Supplies. The Tenant shall be permitted to use an area located within the office space on the first floor for storage of equipment and supplies related to the YouTheatre operations. No hazardous material shall be stored in this designated area. Equipment and supplies stored in this area shall be in compliance with applicable Building codes and stored such that they do not cause risk of injury to individuals inside or outside of the area. The YouTheatre will be responsible for securing this area and the City is not responsible for any lost or damage items stored in this area.

7. Accounting. The Egyptian Theatre and YouTheatre agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books and records at reasonable times and places during ordinary business hours provided that thirty (30) days written notice of the audit is provided to the Egyptian Theatre and such notice contains a reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense.

8. Scale of Event. The YouTheatre hereby acknowledges that no event shall exceed the occupancy limit on any space inside the building as determined by the Park City Building Department and Planning approvals. The YouTheatre shall arrange to mitigate parking, traffic, and noise impacts associated with any camp operations not limited to marketing efforts and directional signage. A written plan will need to be approved by City officials annually. Security and emergency lighting/exits/evacuation for all camps are solely the responsibility of the Tenant.

9. Assignment/Sublease. The Tenant has no right to assign or sublet any or all portions of the leased space for any purpose whatsoever, including subleases or assignments to other non-profit organizations, or assignments for the benefit of creditors. Any attempt to sublet or assign shall cause this contract to immediately terminate.

10. Utility Service. Landlord shall be responsible for natural gas, electricity, sewer, security systems, refuse collection and water for the leased space. Tenant will be responsible for any other utilities such as telephone and cable television and shall establish an account with each of these utilities in its own name.

11. Use of the Premises. The premises shall be used by the Tenant only for youth theatrical programs sponsored and organized by the YouTheatre.

12. Telephone, Cable, Internet and Microwave. The Tenant will install its own telephone, television, computer and other communication equipment in the leased space.

13. Insurance. Tenant will carry a primary and non-contributory policy of general liability insurance, in an amount of at least Two Million Dollars ($1,000,000) per incident or occurrence and Four Million Dollars ($2,000,000) policy aggregate limits, to cover Tenant's patrons and employees during the course of its business. Tenant shall carry a primary and non-contributory property insurance policy covering property and contents located in Tenant's space, which are owned or leased by the Tenant.

Tenant's policies shall include an endorsement naming Landlord an additional insured on the policy, and an endorsement Waiver of Transfer of Rights of Recovery Against Others To Us (form CG 24 04 10 93), as part of the policy. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Landlord on or before the lease commencement date, and maintained continuously during the term of the lease.

Landlord will carry property insurance covering the structure for casualty loss, and boiler and machinery insurance for boiler and mechanical systems loss.

The Tenant will not store or keep any product or equipment within the space that will, because of its nature, increase the risk of casualty losses to the overall building, or that will require additional premiums or specialty coverage.

14. Payment of Taxes and Other Assessments. As a tax exempt entity, the Landlord does not expect to be assessed real estate and personal property taxes and other related assessments or taxes on the Premises. However should the Tenant change the tax status or should other circumstances cause taxes or assessments to be imposed on the Premises, then Tenant shall pay a pro-rata share of real estate and personal property taxes and other related assessments or taxes for the Tenant's Premises during the term of this lease.

15. Liens. Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord received notice of any such against the property, Tenant shall promptly discharge the lien at Landlord's request, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.

16. Tenant Improvements. The Premises are being leased to Tenant in as-is condition. Any additional interior finish or furnishings desired by the Tenant must be approved in advance by the Landlord in writing and are the responsibility of the Tenant, with no allowance made for the

costs of the Tenant improvements unless agreed to by Landlord in writing. At the expiration or termination of the Lease, all Tenant improvements that could be deemed fixtures under the law become property of the Landlord unless specifically exempted in writing prior to installation.

17. Signs. Landlord reserves the right to specifically review and approve or reject proposed signs on or in the building. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Park City Sign Code, and conforms with the historic nature and architectural detailing of the building. Signs shall be removed and any damage resulting from removal shall be repaired when the tenant vacates the leased space.

18. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or reaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:

(1) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the premises within fifteen (15) days;

(2) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;

(3) Landlord may re-let the premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;

(4) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord in on Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

19. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord owns or controls the Premises and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease. However, Tenant acknowledges the Premises are part of a larger public building. Therefore, Tenant may experience temporary impacts to operations, noise, and parking access customarily found with public buildings.

20. Maintenance. The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. The Landlord will be responsible for janitorial service in areas used in common with the Miners Hospital and other tenants and cleaning the outside of the glass and replacement in the event of damage from an outside source. Landlord shall be responsible for mechanical systems, which

serve space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance of the site and snow removal shall be Landlord's responsibility.

21. Access to Other Spaces. Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure, service common utility facilities, and program use. With reasonable notice, Landlord shall have the right to inspect the leased space during the Tenant's normal business hours.

22. Force Majeure. This Lease Agreement shall automatically terminate upon any holding, interpretation, or determination by a court, legislative, or administrative body that Landlord may not lease to a private educational entity or similar establishment or that the Landlord may not lease to a private entity either under existing state and federal law regulation or future state and federal law regulation.

23. Increased Insurance Risk. Tenant will not permit said premises to be used for any purpose which would render the fire insurance on the building or the premises void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Lease. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Premises of the same general type as those covered by this Agreement.

24. Care and Repair of Premises by Tenant. Tenant will inspect and accept the Premises for the purposes of this agreement prior to taking occupancy. Tenant will not commit any waste on Premises nor shall it use or permit the use of the Premises in violation of any state law or county or municipal ordinance or regulation applicable thereto. Tenant may, with the prior written consent of the Landlord, but at its own cost and expense, in a good workmanlike manner, make such alterations and repairs to the leased space as Tenant may require for the conduct of its business without, however, materially altering the basic character for the building or improvements or weakening the structure on the leased premises. Any permanent alterations or improvements to the Premises shall become the property of the Landlord upon expiration or termination of this Lease unless specifically exempted in writing prior to commencing work.

25. Damage or Destruction. If the Premises or any part thereof shall be damaged or destroyed by fire or other casualty, Landlord shall promptly repair all such damage and restore the premises without expense to the Tenant subject to delays due to adjustment in insurance claims, strikes and other causes beyond the Landlord's control. If such damage or destruction shall render the Premises uninhabitable in whole or in part, the rent shall be abated wholly or proportionately until the damage shall be repaired and the premises restored. If the damage or destruction shall require removal of Tenant's operations from the Premises, either Landlord or Tenant may elect to terminate this lease by written notice to the other within thirty (30) days after the occurrence of such damage or destruction. Tenant shall receive permission from Landlord to use space heaters and/or any other electrical equipment which may overload the system.

26. Surrender of Premise. Tenant agrees to surrender the Premises at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement. Ordinary wear, tear and damage by the elements or other acts of God excepted.

27. Hold Over. Should Tenant hold over the Premises or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, Tenant shall pay the same monthly rental provided for herein, plus ten (10%) increase, and any and all damages as available to Landlord, including attorney fees for eviction and statutory penalties/treble damages.

28. Indemnity.

(1) The Tenant shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Tenant's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Tenant expressly agrees that the indemnification provided herein constitutes the Tenant's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Tenant claims or recovers compensation from the City for a loss or injury that Tenant would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

29. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, earthquake, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

30. Nondiscrimination. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, services or operation of its business hereunder.

31. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.

32. Rights of Successors and Assigns. The covenants and agreements contained within the Lease shall apply to the benefit of successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

33. Building Security. The Landlord will install doors with locking hardware. The Tenant is entitled to put locks on the doors to its space, provided the Landlord is given keys for reasonable access and building maintenance. Both parties will attempt to keep the exterior doors locked after their use of the building is completed for the day, and the Tenant shall have the obligation of checking all exterior doors and setting of alarm at the conclusion of each day to make sure that they are locked, and that windows in the rooms used by the Tenant are secured. Lights should be turned off at the conclusion of the Tenant's use each day.

34. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:
Jonathan Weidenhamer
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

If to Tenant:
Jamie Wilcox, YouTheatre, Executive Director
Egyptian Theatre
328 Park Main Street
Park City, UT 84060

35. 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.

DATED this _____ day of 2016.

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, Mayor

Attest:

_____
Marci Heil, City Recorder

Approved as to form:

_____
City Attorney's Office

NAME OF TENANT
Egyptian Theatre

_____
SIGNATURE

_____
PRINT NAME AND TITLE

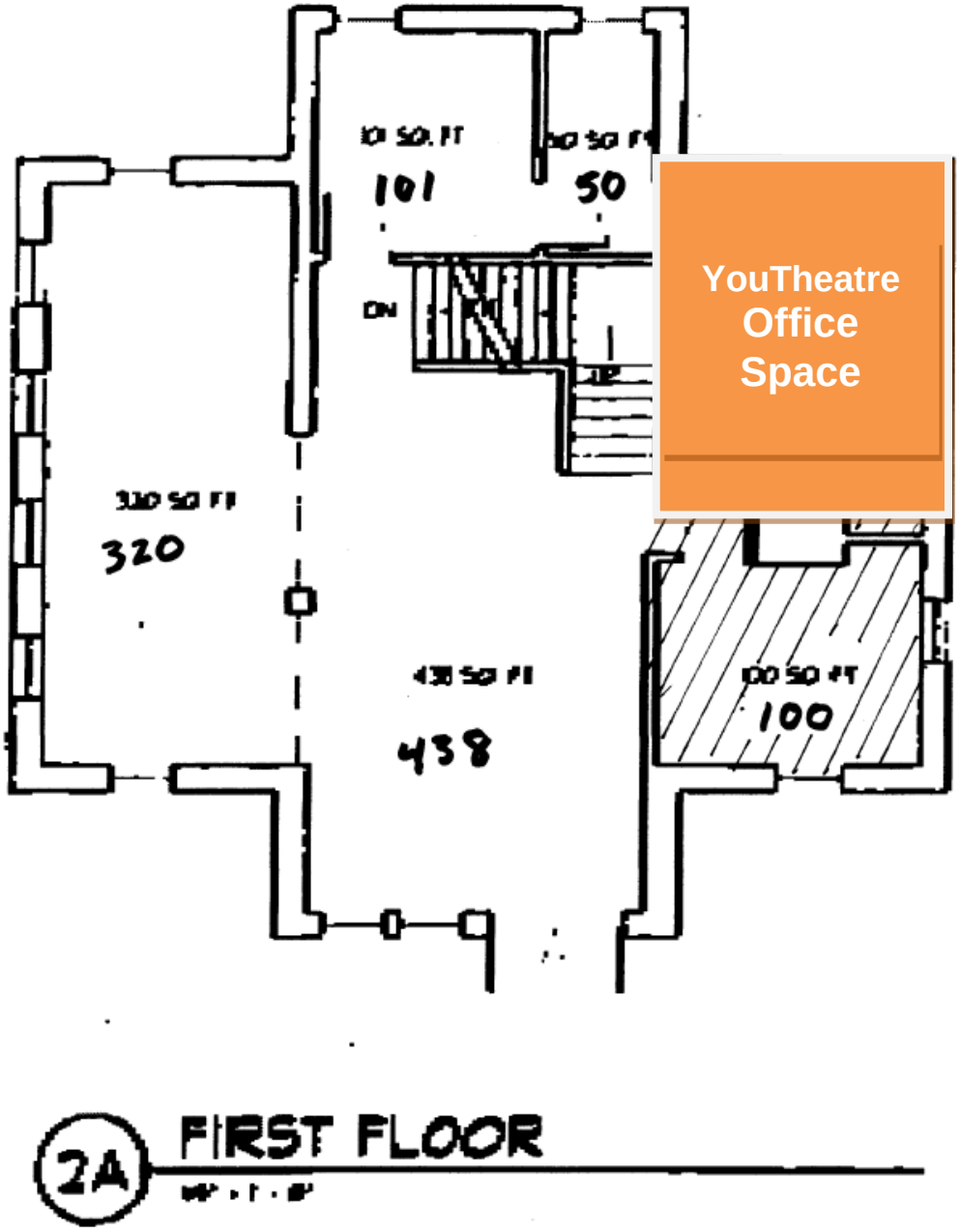
ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2016, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person who executed the within instrument as _____ *(Title of Signer)*, the corporation therein named, and acknowledged to me that **Egyptian Theatre** executed the same for the purposes therein stated.

_____
Notary Public

Exhibit A



Attachment B

Egyptian Theatre – YouTheatre Program

Park City Municipal Corporation
2016 Property Lease – City Park Recreation Building

THIS AGREEMENT is made by and between Park City Municipal Corporation (hereinafter referred to as "Landlord") and the Egyptian Theatre (hereinafter referred to as "Tenant") to set forth the terms and conditions under which Landlord will lease space in the City Park Recreation Building at 1354 Park Avenue, Park City Utah (hereinafter referred to as "Rec Building") to Tenant. The parties agree as follows:

1. Property. The property leased is within the City Park Recreation Building and includes the exclusive use of the first floor interior space within the building with the exception of the maintenance closet. The interior space shall be exclusively used by the Tenant Tuesday & Thursday from 3pm to 8pm for the duration of the lease. All times outside of the time specified above, the building will be open for City use.

In addition, the Tenant will have the option to rent the space outside of the times outlined. Any additional rental of space must be booked through the normal rental process with the city's Special Event Department and will be subject to normal rental conditions

2. Term. The Lease term shall commence on February 22, 2016 through April 1, 2016, April 11, 2016 through May 5, 2016 and September 12, 2016 through December 1, 2016. In months with partial occupancy, monthly rent amount shall be calculated off a pro rata basis for each day that the tenant occupies the space.

3. Rent. The rent for the leased space within the Rec Building shall be as follows:

(a) Rate: Rent starting in February 2016 will be Seven Hundred and Fifty Dollars ($750.00) per month.

(b) Payments: Rent shall be paid in monthly installments of Seven Hundred and Fifty Dollars ($750.00). Rent shall be due on the first of each month, and past due if not paid by the tenth (10th) of the month. A late fee of $25 will be charged every 5 days that payment is past due. Rent is payable to PCMC – Recreation Department, PO Box 1480, Park City, UT 84060, or hand-deliverable to the front desk at the Park City Municipal Athletic & Recreation Facility.

RENT SCHEDULE

Month	Days	Rent
February	8	$214.00
March	31	$750.00
April	21	$525.00
May	5	$121.00
September	19	$475.00
October	31	$750.00
November – December 1	31	$750.00
TOTAL		$3585.00

(c) Deposit: A refundable deposit of $500.00 is required to cover any damage and cleaning/removal of items. A payment of deposit will be payable upon execution of the lease once final inspection from the Landlord.

4. YouTheatre Obligation. The Egyptian Theatre's YouTheatre ("YouTheatre") shall conduct the children's programs (ages 5- 18) that focus on theatrical production. YouTheatre shall not exceed posted occupancy of the building at any time. YouTheatre shall be responsible for the creating and managing a parking/drop off plan for all program participants.

5. Tax-Exempt Status. In the event Tenant loses it tax-exempt status, the City shall have the option of terminating the contract, or increasing the rental to the fair market value of the space occupied by the YouTheatre on the date that the tax exemption was revoked.

6. Storage of Equipment and Supplies. The Tenant shall be permitted to use the unlocked cupboards in the office area of the building for storage of equipment and supplies related to the YouTheatre operations. No hazardous material shall be stored in this designated area. Equipment and supplies stored in this area shall be in compliance with applicable Building codes and stored such that they do not cause risk of injury to individuals inside or outside of the area. The YouTheatre will be responsible for securing this area and the City is not responsible for any lost or damage items stored in this area.

7. Accounting. The Egyptian Theatre and YouTheatre agrees to keep and maintain its financial books and records in accordance with generally accepted accounting principles. The City or its independent auditor reserves the right to conduct its own annual audit of the financial books and records at reasonable times and places during ordinary business hours provided that thirty (30) days written notice of the audit is provided to the Egyptian Theatre and such notice contains a reasonable explanation for the audit. Any audit performed by Park City pursuant to this Agreement shall be performed at Park City's sole expense.

8. Scale of Event. The YouTheatre hereby acknowledges that no event shall exceed the occupancy limit on any space inside the building as determined by the Park City Building Department and Planning approvals. The YouTheatre shall arrange to mitigate parking, traffic,

and noise impacts associated with any program operations not limited to marketing efforts and directional signage. A written plan will need to be approved by City officials annually. Security and emergency lighting/exits/evacuation for all programs are solely the responsibility of the Tenant.

9. Assignment/Sublease. The Tenant has no right to assign or sublet any or all portions of the leased space for any purpose whatsoever, including subleases or assignments to other non-profit organizations, or assignments for the benefit of creditors. Any attempt to sublet or assign shall cause this contract to immediately terminate.

10. Utility Service. Landlord shall be responsible for natural gas, electricity, sewer, security systems, refuse collection and water for the leased space. Tenant will be responsible for any other utilities such as telephone, cable television and recycling and shall establish an account with each of these utilities in its own name.

11. Use of the Premises. The premises shall be used by the Tenant only for youth theatrical programs sponsored and organized by the YouTheatre.

12. Telephone, Cable, Internet and Microwave. The Tenant will install its own telephone, television, computer and other communication equipment in the leased space.

13. Insurance. Tenant will carry a primary and non-contributory policy of general liability insurance, in an amount of at least Two Million Dollars ($1,000,000) per incident or occurrence and Four Million Dollars ($2,000,000) policy aggregate limits, to cover Tenant's patrons and employees during the course of its business. Tenant shall carry a primary and non-contributory property insurance policy covering property and contents located in Tenant's space, which are owned or leased by the Tenant.

Tenant's policies shall include an endorsement naming Landlord an additional insured on the policy, and an endorsement Waiver of Transfer of Rights of Recovery Against Others To Us (form CG 24 04 10 93), as part of the policy. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Landlord on or before the lease commencement date, and maintained continuously during the term of the lease.

Landlord will carry property insurance covering the structure for casualty loss, and boiler and machinery insurance for boiler and mechanical systems loss.

The Tenant will not store or keep any product or equipment within the space that will, because of its nature, increase the risk of casualty losses to the overall building, or that will require additional premiums or specialty coverage.

14. Payment of Taxes and Other Assessments. As a tax exempt entity, the Landlord does not expect to be assessed real estate and personal property taxes and other related assessments or taxes on the Premises. However should the Tenant change the tax status or should other circumstances cause taxes or assessments to be imposed on the Premises, then Tenant shall pay a

pro-rata share of real estate and personal property taxes and other related assessments or taxes for the Tenant's Premises during the term of this lease.

15. Liens. Tenant shall not permit any liens to attach to the property for work done at Tenant's request or for Tenant's benefit. If Landlord received notice of any such against the property, Tenant shall promptly discharge the lien at Landlord's request, or post funds sufficient to satisfy the lien during any period of good faith contest of the lien by Tenant. In the event Landlord reasonably feels its title to the property is in jeopardy because of any lien Tenant has elected to attach to the property, Landlord may discharge the lien and collect the amount paid from the Tenant. The Tenant agrees to pay all reasonable costs incurred by the Landlord in the defense or discharge of any liens on the property.

16. Tenant Improvements. The Premises are being leased to Tenant in as-is condition. Any additional interior finish or furnishings desired by the Tenant must be approved in advance by the Landlord in writing and are the responsibility of the Tenant, with no allowance made for the costs of the Tenant improvements unless agreed to by Landlord in writing. At the expiration or termination of the Lease, all Tenant improvements that could be deemed fixtures under the law become property of the Landlord unless specifically exempted in writing prior to installation.

17. Signs. Landlord reserves the right to specifically review and approve or reject proposed signs on or in the building. Landlord's approval for signs will not be unreasonably withheld, so long as the sign is directional rather than promotional, meets the requirements of the Park City Sign Code, and conforms with the nature and architectural detailing of the building. Signs shall be removed and any damage resulting from removal shall be repaired when the tenant vacates the leased space.

18. Remedies. In the event the Tenant fails to pay monthly installment payments when due, or violates or reaches any other term or condition of the Lease, Landlord shall have the right to exercise the following remedies, and any other remedies available at law or equity:

(1) Landlord may, by written notice to Tenant, demand that Tenant either pay rental installments due within ten (10) days, or quit the premises within fifteen (15) days;

(2) Landlord may permit the Tenant to remain in possession and sue for the installments that are past due;

(3) Landlord may re-let the premises for Tenant's account at the rate and on such terms as are commercially reasonable at the time and under the circumstances, and charge Tenant for any difference in the rental received and the rental agreed to herein, provided that any re-letting shall be done in good faith under the circumstances;

(4) Landlord may agree to a payment of damages in such amount as the parties then agree, and release the Tenant from obligations under this Lease entirely. Unless Landlord has released Tenant's continued performance under this Lease, Tenant is deemed to be in possession of the Premises, and any re-letting by Landlord in on

Tenant's account. Tenant is responsible for all payments and obligations under the Lease until Landlord releases Tenant.

19. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord owns or controls the Premises and that Tenant's possession will not be disturbed by acts or omissions of the Landlord so long as Tenant faithfully performs the obligations of this Lease. However, Tenant acknowledges the Premises are part of a larger public building. Therefore, Tenant may experience temporary impacts to operations, noise, and parking access customarily found with public buildings.

20. Maintenance. The Landlord shall be responsible for all structural maintenance of the Premises, including the roof, foundation, structural members, and exterior wall surfaces. The Landlord will be responsible for janitorial service in areas used in common with the Rec Building and other tenants and cleaning the outside of the glass and replacement in the event of damage from an outside source. Landlord shall be responsible for mechanical systems, which serve space as reasonably necessary to maintain the structure and to service common utility facilities. Exterior maintenance of the site and snow removal shall be Landlord's responsibility.

21. Access to Other Spaces. Tenant shall not interfere with the access to other spaces within the building or obstruct the entrances to those other spaces in any way. Landlord shall have such access through Tenant's space as reasonably necessary to maintain the structure, service common utility facilities, and program use. With reasonable notice, Landlord shall have the right to inspect the leased space during the Tenant's normal business hours.

22. Force Majeure. This Lease Agreement shall automatically terminate upon any holding, interpretation, or determination by a court, legislative, or administrative body that Landlord may not lease to a private educational entity or similar establishment or that the Landlord may not lease to a private entity either under existing state and federal law regulation or future state and federal law regulation.

23. Increased Insurance Risk. Tenant will not permit said premises to be used for any purpose which would render the fire insurance on the building or the premises void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of the terms of this Lease. Tenant will not keep, use or sell, or allow to be kept, used or sold in or about the Premises any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Premises of the same general type as those covered by this Agreement.

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26. Surrender of Premise. Tenant agrees to surrender the Premises at the expiration or sooner termination of this Agreement or any extension thereof in the same condition or as altered pursuant to the provisions of this Agreement. Ordinary wear, tear and damage by the elements or other acts of God excepted.

27. Hold Over. Should Tenant hold over the Premises or any part thereof after the expiration of the term of this Lease unless otherwise agreed in writing, Tenant shall pay the same monthly rental provided for herein, plus ten (10%) increase, and any and all damages as available to Landlord, including attorney fees for eviction and statutory penalties/treble damages.

28. Indemnity.

(1) The Tenant shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Tenant's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Tenant; and provided further, that nothing herein shall require the Tenant to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Tenant expressly agrees that the indemnification provided herein constitutes the Tenant's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Tenant claims or recovers compensation from the City for a loss or injury that Tenant would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the parties, and is expressly made

effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

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

29. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, Landlord shall not be liable for any failure of water supply, natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, earthquake, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.

30. Nondiscrimination. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, sex or handicap in its hiring practices, services or operation of its business hereunder.

31. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.

32. Rights of Successors and Assigns. The covenants and agreements contained within the Lease shall apply to the benefit of successors in interest and legal representatives, except as expressly otherwise hereinbefore provided.

33. Building Security. The Landlord will install doors with locking hardware. The Tenant is entitled to put locks on the doors to its space, provided the Landlord is given keys for reasonable access and building maintenance. Both parties will keep the exterior doors locked after their use of the building is completed for the day, and the Tenant shall have the obligation of checking all exterior doors and setting of alarm at the conclusion of each day to make sure that they are locked, and that windows in the rooms used by the Tenant are secured. Lights should be turned off at the conclusion of the Tenant's use each day.

34. Notice Provision. Any and all notices required by this Lease Agreement shall be in writing and delivered personally to the party to whom the notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Landlord:
Ken Fisher
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

If to Tenant:
Jamie Wilcox, YouTheatre, Executive Director

Egyptian Theatre
328 Park Main Street
Park City, UT 84060

35. 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.

DATED this _____ day of November 2015.

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, Mayor

Attest:

_____
City Recorder

Approved as to form:

_____
City Attorney's Office

NAME OF TENANT
Egyptian Theatre

_____
SIGNATURE

_____
PRINT NAME AND TITLE

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2015, before me, the undersigned notary, personally appeared _____, personally known to me/proved to me through identification documents allowed by law, to be the person who executed the within instrument as _____ *(Title of Signer)*, the corporation therein

named, and acknowledged to me that **Egyptian Theatre** executed the same for the purposes therein stated.

_____

Notary Public

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

In September of 2013, Park City Municipal Corporation and the Sundance Institute entered into an agreement extending the dates for the Sundance Film Festival in Park City, Utah through 2026.

Each year, the Supplemental Plan for the annual Sundance Film Festival is amended to recognize changes from the previous year per the long term contract. Unless affirmatively modified by both parties, supplemental plans for future Festivals will follow the plan for the previous Festival.

The 2015 Supplemental Plan approved three ongoing changes, which were as follows:

- Additional crowd management on Main Street
- Increase of the China Bridge parking fee to $25 from Thursday – Monday. The fee will remain at $10 from Tuesday to Saturday of the festival
- Relocation of Sundance Festival support offices and event storage to the Park Avenue Fire Station from Miner's hospital and City Park Recreation Building

The major requested changes for 2016 are as follows:

- Use of the Historic Wall Lot and Bob Wells Plaza **(See Exhibit A)** for Sundance activation.
- Traffic Mitigation Plan at 12th and Woodside for the Library Building and The Shop Yoga Studio (Sundance Activation) at 1167 Woodside Ave. This will also include dedicated use of 22 of the 72 spaces at the Mawhinney Parking Lot **(See Exhibit B)**
- Waiver of the Main Street Delivery Code provision of time restrictions from Monday January 18th – Saturday January 30, 2015.

Council should specifically consider approval of the changes to the 2016 Festival Supplemental Plan as stated

Respectfully:

Tommy Youngblood, Events Coordinator

City Council
Staff Report

Subject:	**Sundance Film Festival 2015 Supplemental Plan**
Author:	**Dave Gustafson & Tommy Youngblood**
Department:	**Sustainability**
Date:	**November 19, 2015**
Type of Item:	**Administrative**

Summary Recommendations:
Staff recommends Council approve the amended Sundance Film Festival Supplemental Plan for the 2016 Festival.

Topic/Description:
Sundance Film Festival – 2016 Supplemental Plan

Background:
In September of 2013, Park City Municipal Corporation and the Sundance Institute entered into an agreement extending the dates for the Sundance Film Festival in Park City, Utah through 2026.

Each year, the Supplemental Plan for the annual Sundance Film Festival is amended to recognize changes from the previous year per the long term contract. Unless affirmatively modified by both parties, supplemental plans for future Festivals will follow the plan for the previous Festival.

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- Waiver of the Main Street Delivery Code provision of time restrictions from Monday January 18th – Saturday January 30, 2015.

Council should specifically consider approval of the changes to the 2016 Festival Supplemental Plan as stated

Analysis:
Staff meets with Sundance Institute (Sundance) throughout the year to collaborate on short and long term operational challenges and goals for the annual Sundance Film Festival (Festival). Both parties consider the meetings to be effective in both fine tuning specific issues while also providing a better high level framework for future success. Staff finds that both City Staff and Sundance continue to work to increase an effective working relationship. Sundance continues to refine efforts to work with local stakeholders, such as the Historic Park City Alliance (HPCA), Restaurant Association, and Lodging Association. Continued improvements to the coordination of the Festival are ongoing. Sundance continues to align these coordination efforts with their mission, while keeping both City and community impacts in mind.

In recent years, Sundance has seen an increase in their need for sponsor and exhibitor space. A shortage of available buildings on Main Street that can accommodate Sundance's needs have increased Sundance's requests for City owned properties for activities that occur during the Festival each year. During 2014 and 2015 Festivals, additional space at the Bob Wells Plaza has been used for these requests. Staff expects to see this use continue, as they have in recent years, for the 2016 Festival. Staff will continue to monitor the discussion of City property use for future years.

City staff continues to rely on interdepartmental communication and coordination both in preparation for, throughout and after the Festival. This is due to an increase in activities both affiliated and unaffiliated with the Festival. In addition, coordination of the overall safety, pedestrian and traffic management plans continue to grow.

The Public Safety Department will continue to operate an Emergency Operations Center (EOC) for the 2016 Festival, as was done in 2015. The EOC helps to monitor and manage general safety and activities during the 10 day event. During this time, the EOC conducted daily briefings including all PCMC Operational Departments, Sundance Staff, Utah Department of Highway Patrol (UHP), Utah Department of Transportation (UDOT), and Summit County Sherriff, Summit County Fire Department as well as other state and federal agencies. Due to the success and feedback received from the EOC meetings, participants requested the continuance of an EOC for the event in 2016. In addition, the group continues to evaluate this type of operation for other large events in Park City.

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

Alternatives:

Approve: Approve the Sundance Film Festival 2016 Supplemental Plans

This is staff's recommendation.

Deny: Direct Staff to provide more information.

Modify: Direct Staff to modify the conditions of the Sundance Film Festival 2015 Supplemental Plans

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

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	(+/-) (Select Desired Outcome)	+ Shared use of Main Street by locals and visitors	(+/-) (Select Desired Outcome)
	+ Varied and extensive event offerings	(+/-) (Select Desired Outcome)	+ Vibrant arts and culture offerings	(+/-) (Select Desired Outcome)
	- Accessible and world-class recreational facilities, parks and programs	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	- Accessibility during peak seasonal times	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	+ Well-utilized regional public transit	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)	(+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Very Positive	Neutral	Positive	Neutral
Comments:				

Funding Source:
Special Event BFO Program

Consequences of not taking the recommended action:
The Sundance Film Festival 2016 Supplemental Plans would revert back to the 2015 Plan

Recommendation:
Staff recommends Council approve the amended Sundance Film Festival Supplemental Plan for the 2016 Festival.

Attachments:
Exhibit A – Bob Wells site plan
Exhibit B – 12th Street Traffic Mitigation Plan
Exhibit C – 2016 Use Area Table and Supplemental Plan

The 2016 Sundance Supplemental Plan approval by the City Council of Park City, Utah is based on the following:

FINDINGS OF FACT.

1. Section 1.2 of the Sundance City Services Agreement identifies implementation and operations of the Festival to be the same as the previous year, unless the Supplemental Plan is specifically amended.
2. The 2016 Festival Supplemental plan will be amended to:

   i. Use of the Historic Wall Lot and Bob Wells Plaza **(See Exhibit A)** for Sundance activation.

   ii. Traffic Mitigation Plan at 12th and Woodside for the Library Building and The Shop Yoga Studio (Sundance Activation) at 1167 Woodside Ave. This will also include dedicated use of 22 of the 72 spaces at the Mawhinney Parking Lot **(See Exhibit B)**

   iii. Waiver of the Main Street Delivery Code provision of time restrictions from Monday January 18th – Saturday January 30, 2015

3. These modifications are consistent with the Agreement.

CONCLUSIONS OF LAW.

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

CONDITIONS OF APPROVAL.

1. A final Use Area Table of all Festival Official Venues will be provided in writing to City Council prior to the commencement of the 2016 Festival.

EXHIBIT "A"

Bob Wells site plan

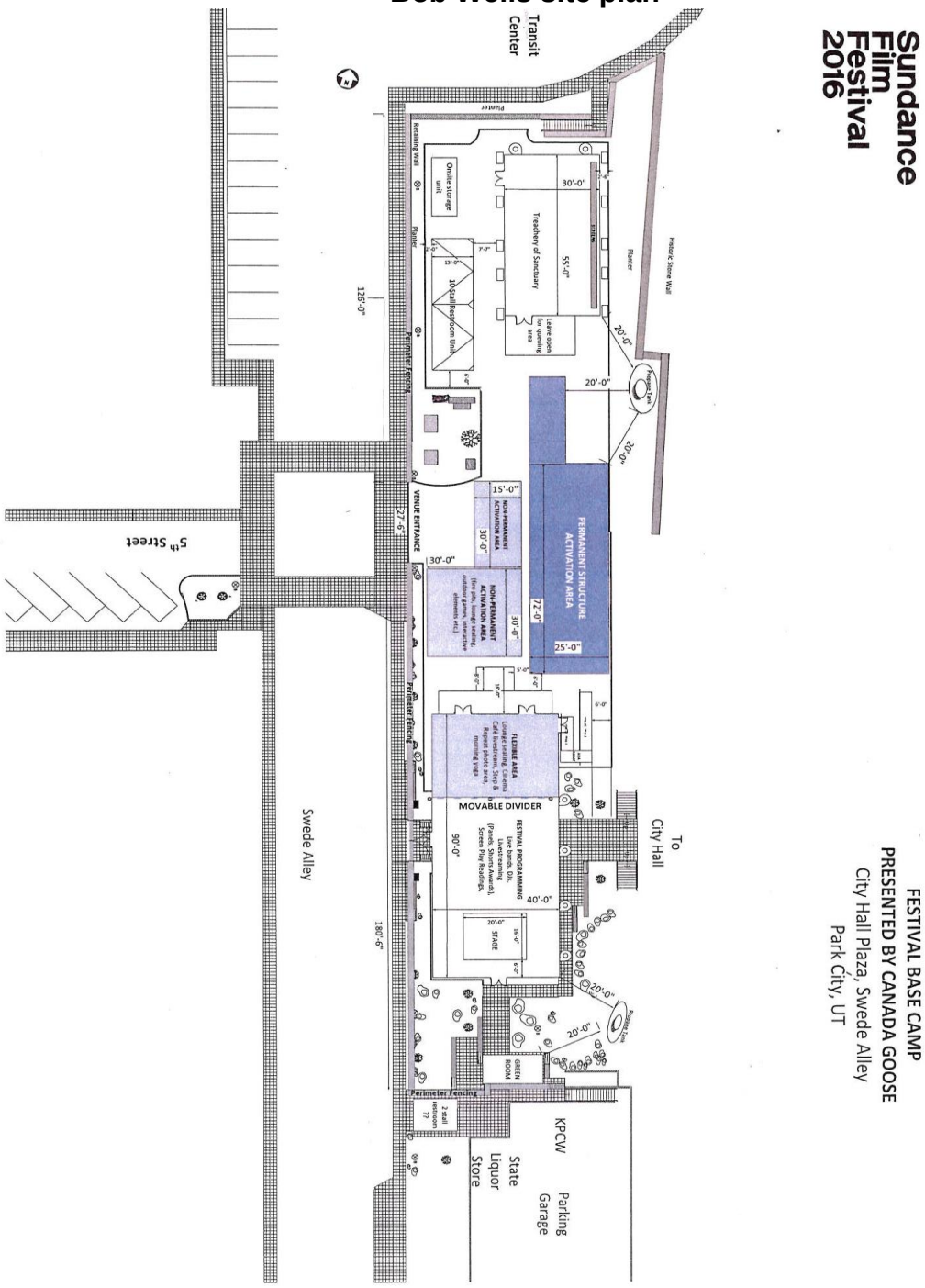


EXHIBIT "B"

12th Street Traffic Mitigation Plan (Page 1)

Sundance Traffic Mitigation Proposal – Effective 1/21/2016 – 1/31/2016

Shop/Library Traffic Mitigation Proposal

12th Street and The Shop

- No Parking – Tow Enforced signage to be installed on both sides of 12th Street between Park and Norfolk.
- 12th Street closed between Woodside and Norfolk using bike barricades, or something similar that is movable.
    - "Road Closed" and "Detour" signage to be installed at road closures.
    - Ability to move bike barricades for load-in and load-out and bring in two-way traffic on the North side of 12th (closest to the Library.)
    - South side of 12th (closest to The Shop) to the middle of the street to be closed off and have permanent Jersey type barricades to separate line management and permitted road traffic with a row of bike barricades inside for line management.
- Woodside to become One-Way traffic heading South between 12th Street and 11th Street. 11th Street to become One-Way traffic heading East between Woodside and Park.
    - Closed road on 12th will block direct access to Norfolk. Accommodate detour to Norfolk on 12th be traveling to 8th on Woodside then West to Norfolk.

The Library

- Requesting entourage parking spots where Daycare/Co-Op parking is currently located and move Daycare/Co-Op sports farther North while still on the sidewalk.
- Requesting 5-10 spots in addition to the 16 given in the current contract for entourage.

Mawhinney Lot – Shop and Library Overflow

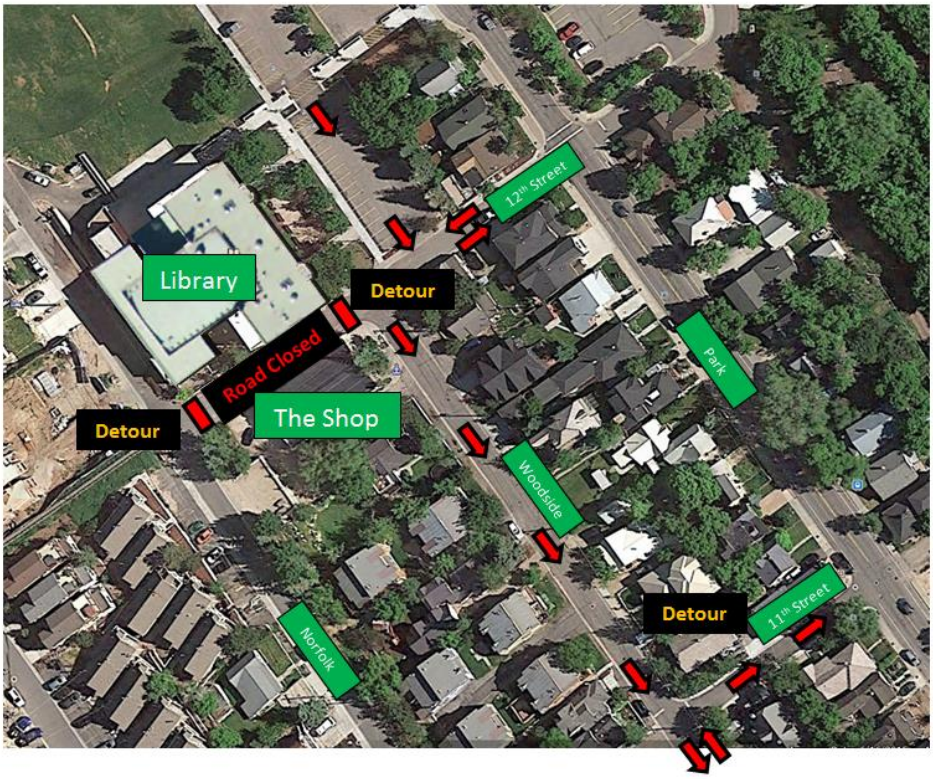
- Divide the Mawhinney lot in half with barricades running north and south. West half of lot to be used by Sundance to mitigate traffic from parking and drop and load at The Shop and the Library with the entrance on the South side.
- ABM will provide parking enforcement when monitoring is necessary.

General Main Street Traffic Mitigation Extension

- Extend or shift CSC Traffic Director hours to Midnight through the first weekend (1/21/2016 – 1/24/2016

EXHIBIT "B"

12th Street Traffic Mitigation Plan (Page 2)



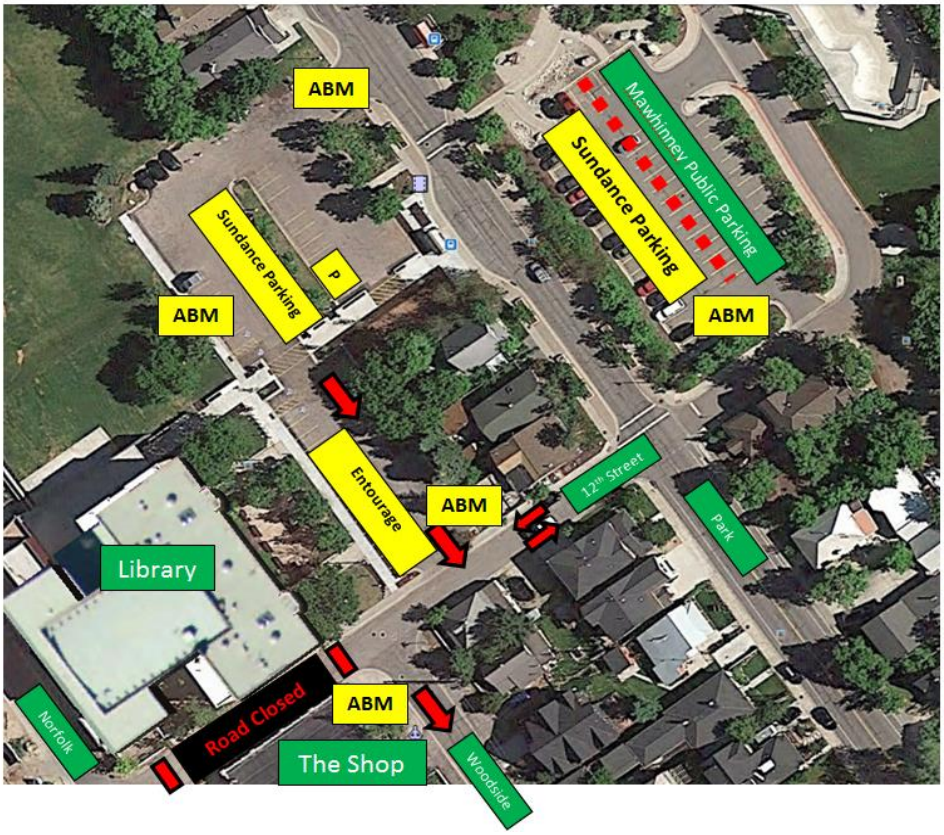


EXHIBIT "C"

MASTER FESTIVAL LICENSE AND CITY SERVICES AGREEMENT & SUPPLEMENTAL PLAN

USE AREAS

Use Area	Address	Use Period *	Intended Use	Type of Use	Basic City Services	Access Control	Traffic Control
Santy Auditorium of Park City Public Library and Education Center, all associated furnishings, fixtures, and equipment; including the north lawn area and Reading Garden.	1255 Park Avenue	Santy & Proj. booth- 1/14/16- 2/4/15 Courtyard& field- 1/15/15- 2/5/15	Screening venue; Concessions/ Hospitality; Wait list Line; Box Office, kiosk, volunteer use, tent, storage	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive)	Park City shall maintain regular Cleaning, Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the field & courtyard for placement of Sundance's Tent & other activities.	Sundance and Park City	Sundance and Park City
Park Avenue- Between Heber & 9th St.	Park Ave	1/21/2016 – 1/31/2016	Parking mitigation	Parking/exclusive	Park City shall place barricades and enforce the operations plan	Park City	Park City
West Side of Park Avenue- Between 9th and 14th St	Park Ave	1/21/2016 – 1/31/2016	Parking mitigation	Parking/exclusive	Park City shall place barricades and enforce the operations plan	Park City	Park City
Main Street - Entire east & west sides.	Main Street	1/21/2016 – 1/31/2016	Parking control to increase response time and increase traffic mitigation	Pedestrian	Park City shall place the barricades, provide snow removal and place "no parking" and "drop zone" signs	None	None

2016 Sundance Film Festival
MARC Theatre Operations Schedule

Wednesday, January 13 – Wednesday, February 1, 2016	Access: 7:00am – 10:00pm Daily Access to **Gymnasium** and **East Parking Lot** for vehicle and equipment staging for theatre build-out.	Load-in. All trucks out of east parking lot by 8pm. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park in front of building. These dates and times are the same as in past years.
Tuesday, January 19, 2016 – Monday, February 3, 2016	Access: 7:00am on Tuesday, January 19 through Monday, February 3 to 8:00pm Access to **Tennis Courts** for queue set-up, Festival use and break down.	Load-in on Tuesday, January 19. All work after 10pm will occur inside building. Late workers to park in front of building. Access is 24 hours a day until Monday, February 3 at 8:00pm as long as a Sundance representative is present. .
Thursday, January 21, 2016 – Saturday January 30, 2016	Access: 7:00am - 11:30pm Daily Access to **Gymnasium** and **Tennis Courts**. Day One Screening Schedule on 1/16: 5:30pm and 8:30pm Daily Screening Schedule: 8:30am; 11:30am; 2:30pm; 5:30pm; 8:30pm	Best efforts will be made to ensure ALL activity is out of building and parking lot by 11:00pm.
Sunday, January 31, 2016	Access: 8:00am – 8:15pm Access to **Gymnasium** and **Tennis Courts**. Screening Schedule: 11:15am; 2:15pm; 5:15pm	For public screening purposes
Monday, February 1, 2016	Access: 7:00am – 8:00pm Access to Tennis Court.	Tear down and load out of tennis court.
Sunday, January 31, 2016 – Wednesday, February 3, 2016	Access: From 8:00am on 1/26, access is 24 hours a day and ends on 1/27 at 12:00pm for the Gymnasium and 4:00pm for the East Lot Tear down and complete move out from **Gymnasium** and **East Parking Lot.**	Tear down and load out of Gymnasium and East Parking Lot. All trucks out of east parking lot by 8pm each night. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park in front of building. All trucks and activity out of parking lot by 4:00pm on 2/3/2016.

SUNDANCE OPERATIONAL SUPPLEMENTAL PLAN – City Services Contracted				
CATEGORY	**ITEM**	**QUANITY**	**DESCRIPTION**	**COST**
PARKING	China Bridge Parking	25	Parking passes for reserved spots in China Bridge parking structure	$ 8,750.00
PARKING	Main Street Parking	20	Use of parking spaces on Main Street & Heber Ave. for drop off and bulb outs	$ 2,400.00
TRAFFIC	Pedestrian Management	600 Hours	Traffic control at sidewalks of Heber & Main St. along with Swede Alley and the cross walk on Highway 224 in front of the Fresh Market. The plan would take place from 3 PM to 7 PM from the first Thursday of the festival through the first Monday of the Festival.	$ 14,065.00
TRAFFIC	Traffic Control	400 Hours	The Park City Police Department will divert vehicle traffic traveling south on Park Avenue to 7th Street to access Main Street. Traffic at the Swede Alley and Heber Avenue intersection will be directed uphill on Swede Alley to access Main Street.	$ 26,000.00
TRAFFIC	Barricades	600	"A" frame barricades placed on Highway 248 and in Park Meadows	$ 2,520.00
TRAFFIC	Bike Barricades	150	For bulb outs and pedestrian cross areas	$ 1,711.00
SIGNAGE	VMS Boards	2	Variable Message Boards that will be placed on Highway 224 & 248. City will provide 2 city owned VMS boards	$ 1,800.00
SIGNAGE	Main Street Banners	30	City will install (how many) Sundance banners on Main Street for the month of January	$ 908.00
COMMUNICATIONS	COWs	1	Provide space for COWs to be installed and help facilitate permits	n/a
COMMUNICATIONS	Repeaters	2	Assist in the placement of antennas on Boot Hill and other areas as needed unless conflicts arise with other service providers.	n/a

COMMUNICATIONS	City Website	1	City will have a page under the Special Event tab that will be dedicated to Sundance. It will include the rules of the road and links to the Festival homepage.	n/a
TRANSIT	Enhanced Transit Service	920 Hours	Provide additional bus service (extended hours and increased frequency)	$ 92,000.00
ENFORCEMENT	Police & Building Code Enforcement	500 Hours	Festival police enforcement at the requests of Sundance, or as determined by the Police Chief's use of roving enforcement patrols of the Festival	$ 55,560.00
ENFORCEMENT	Code Enforcement	500 Hours	Code Enforcement on building and business activity during the festival.	$ 25,000.00
ENFORCEMENT	Parking Enforcement	1	Increase parking enforcement on Main Street	$ 9,722.50
PERMITTING	Special Event Permit	1	Master Festival Permit	$ 50.00
PERMITTING	Building Permits	All permits needed	Permits for tents	$ 8,600.00
PERMITTING	Local Consent Permits		Special Event Liquor Licenses	TBD
CLEANING	Enhanced Restroom Cleanings	1	Enhanced cleaning of restrooms on Main Street including Miners Park, Transit Center, and the Museum's public restrooms.	$ 3,794.00
CLEANING	Enhanced Trash Collection	1	Enhanced trash collection on Main Street with additional 30 yard dumpster	$ 7,372.00
			TOTAL	$ 260,252.50

**Does not include the rental fee waivers of city facilities which total over $60,000*

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

In August of 2004, an Interlocal agreement outlined the cooperative construction and operations of the Park City Ice Arena between the Snyderville Basin Special Recreation District and Park City Municipal Corporation.
This report presents a drafted addendum to that Agreement to lower the qualifying dollar amount for capital expenditures that may be funded with funds contributed by Snyderville Basin Special Recreation District. In Addition, this report includes a draft for a new Letter of Consent to be carried forward when the current Agreement expires on December 12, 2015.
The proposed Addendum allows money contributed by the Basin to be utilized for capital expenditures over $500, whereas the current agreement only permits expenditures greater than $1,000. In addition, the agreement removes the qualifying minimum for repairs or maintenance that are a part of a larger service agreement anticipated to be greater than $1,000 in one fiscal year, with a specified vendor.

Respectfully:

Amanda Noel, Ice General Manager

City Council
Staff Report

Subject: **Park City Ice Arena Interlocal Agreement Renewal**
Author: **Amanda Angevine, General Manager**
Department: **Ice Arena**
Date: **November 19, 2015**
Type of Item: **Legislative – Resolution and Letter of Consent**

Summary Recommendations:
Staff recommends Council approve a resolution approving the proposed Addendum to the 2004 Interlocal Agreement for the operation and funding of the Park City Ice Arena with the Snyderville Basin Special Recreation District. In addition, staff recommends Council's approval of a new Letter of Consent to carry forward when the current agreement expires on December 12, 2015.

Executive Summary:
The proposed Addendum allows money contributed by the Basin to be utilized for capital expenditures over $500, whereas the current agreement only permits expenditures greater than $1,000. In addition, the agreement removes the qualifying minimum for repairs or maintenance that are a part of a larger service agreement anticipated to be greater than $1,000 in one fiscal year, with a specified vendor.

The drafted Letter of Consent acknowledges changes in the proposed Addendum and outlines a new process for communicating anticipated capital expenditures as well as how Ice Arena staff will obtain approval and report actual costs to Basin representatives.

Topic/Description:
Interlocal Agreement for the Park City Ice Arena with Snyderville Basin Special Recreation District.

Acronyms in this Report:

ILA	Interlocal Agreement
Basin	Snyderville Basin Special Recreation District
PCMC	Park City Municipal Corporation
PCIA	Park City Ice Arena
HVAC	Heating, Ventilating and Air Conditioning
CRRF	Capital Replacement Reserve Fund

Background:
In August of 2004 an Interlocal Agreement (Exhibit 1) outlined the cooperative construction and operations of the Park City Ice Arena between the Snyderville Basin Special Recreation District and Park City Municipal Corporation.

Section 4.3 (a) (2)(v) of the ILA states that "The District [Basin] and City [PCMC] agree to review the amount of annual contribution and Use Guidelines every third year following the opening of the Ice Facility and to mutually agree upon allocations…" Since 2004 the Parties have entered into a Letter of Consent which outlines the allocations. The current Letter of Consent expires December 12, 2015 (Exhibit 2).

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.

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.

Analysis:

Addendum to the Interlocal Agreement (Exhibit 3)

The proposed Addendum allows money contributed by the Basin to be utilized for capital expenditures over $500, whereas the current agreement only permits expenditures greater than $1,000. In addition, the agreement removes the qualifying minimum for repairs or maintenance that are a part of a larger service agreement anticipated to be greater than $1,000 in one fiscal year, with a specified vendor. Such agreements are known as Special Service Contracts and may be used to facilitate maintenance and repairs of specific operations at PCIA, including but not limited to refrigeration, plumbing and HVAC. Therefore, with this amendment there will be no minimum amount so long as the Special Service Contract is over $1,000.

Invoices for capital expenditures do not always meet the qualifying minimum for payment using funds contributed by the Basin simply due to the dollar amount of the invoice. In some of instances staff could have purchased additional supplies or delayed the project in order incur more than $1,000 in fees. In addition some invoices for repairs and maintenance total less $1,000 but the annual repairs and maintenance on that system may be well over the qualifying amount. The intent of the proposed changes are to encourage staff to order the necessary amount of supplies, and no more as well as to pursue repairs and maintenance based on when they are needed and not when invoice will reach $1,000.

The proposed addendum will go before the Basin's Board on Wednesday, December 9, 2015.

Together, staff from PCIA and the Basin have drafted the proposed Letter of Consent which upon approval will be valid for three years as outlined in the ILA. There are no proposed changes to the Basin's annual contribution. Staff believes it is in our best interest to wait until the Recreation Master Plan is completed, and a collaborative approach can be used to evaluate a possible ice arena expansion along with other

future recreation projects, before considering changes to the operations and funding of PCIA. The agreement continues to enable either party to renegotiate at any time.

The proposed Letter also acknowledges the proposed Addendum and articulates a cooperative process to communicate and obtain approval for expenditures that will utilize contributions from the Basin. A new Capital Request Form (Exhibit A to the Letter of Consent) has also been implemented to obtain approval from Basin staff for expenditures utilizing their contributions. The current Capital Schedule is included in Exhibit B of the Letter of Consent. The Capital Schedule is a working document and will likely change with the addition of unanticipated projects and possible re-prioritization of funding.

Department Review:
This report has been reviewed by representatives of Basin Recreation (Megan Suhadolc) as well as City representatives from Ice, Recreation (Ken Fisher), Budget (Nate Rockwood), Legal (Polly McLean) and the City Manager's Office and their comments have been integrated into this report.

Alternatives:

A. Approve:
Staff recommends Council approve a resolution approving the proposed Addendum to the 2004 Interlocal Agreement for the operation and funding of the Park City Ice Arena with the Snyderville Basin Special Recreation District. In addition, staff recommends Council's approval of a new Letter of Consent to carry forward when the current agreement expires on December 12, 2015.

B. Deny:
The City would be responsible for all capital expenditures less than $1,000. The Letter of Consent would not be up to date by the expectation articulated in the original ILA.

C. Modify:
Council can propose modifications to Basin Staff and their Board for either the ILA or the Letter of Consent.

D. Continue the Item:
Council can continue the item up until December 12, 2015 with no lapse in the Letter of Consent. The ILA can be updated at any time.

E. Do Nothing:
The City would be responsible for all capital expenditures less than $1,000. The Letter of Consent would not be up to date by the expectation articulated in the original ILA.

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 + Multi-seasonal destination for recreational opportunities			+ Fiscally and legally sound + Well-maintained assets and infrastructure + Streamlined and flexible operating processes
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive ⇧	Neutral ⇔	Neutral ⇔	Positive ⇧
Comments:				

Funding Source:
The Basin and PCMC each contribute $50k annually to the Capital Replacement Reserve Fund. Neither of the proposed agreements change the contribution of either entity.

Consequences of not taking the recommended action:
The City would be responsible for all capital expenditures less than $1,000. The Letter of Consent would not be up to date by the expectation articulated in the original ILA.

Recommendation:
Staff recommends Council approve a resolution approving the proposed Addendum to the 2004 Interlocal Agreement for the operation and funding of the Park City Ice Arena with the Snyderville Basin Special Recreation District. In addition, staff recommends Council's approval of a new Letter of Consent to carry forward when the current agreement expires on December 12, 2015.

Exhibits:
- Exhibit 1- 2004 Interlocal Agreement Final
- Exhibit 2- 2012 Letter of Consent
- Exhibit 3- Proposed Addendum to ILA
- Exhibit 4- 2015 Proposed Letter of Consent
    - Exhibit A- Capital Request Form
    - Exhibit B- Capital Tracking

04-0826

Interlocal Cooperative Agreement for Regional Ice Facility

THIS INTERLOCAL COOPERATIVE AGREEMENT (this "*Agreement*") is entered into effect August 26, 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.

AGREEMENT:

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 = $.5 million

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.

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

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:

Scott Siemon, Clerk

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

8/31/04

Tim Douglas, Board Chair

PARK CITY MUNICIPAL CORPORATION

Dana Williams, Mayor

Janet M. Scott City Recorder

APPROVED AS TO FORM:

Timothy C. Twardowski,
Assistant Park City Attorney

PARSONS, ~~DAVIES~~, KINGHORN ~~& PETERS~~ HARRIS

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

8-26-2004

Exhibit A

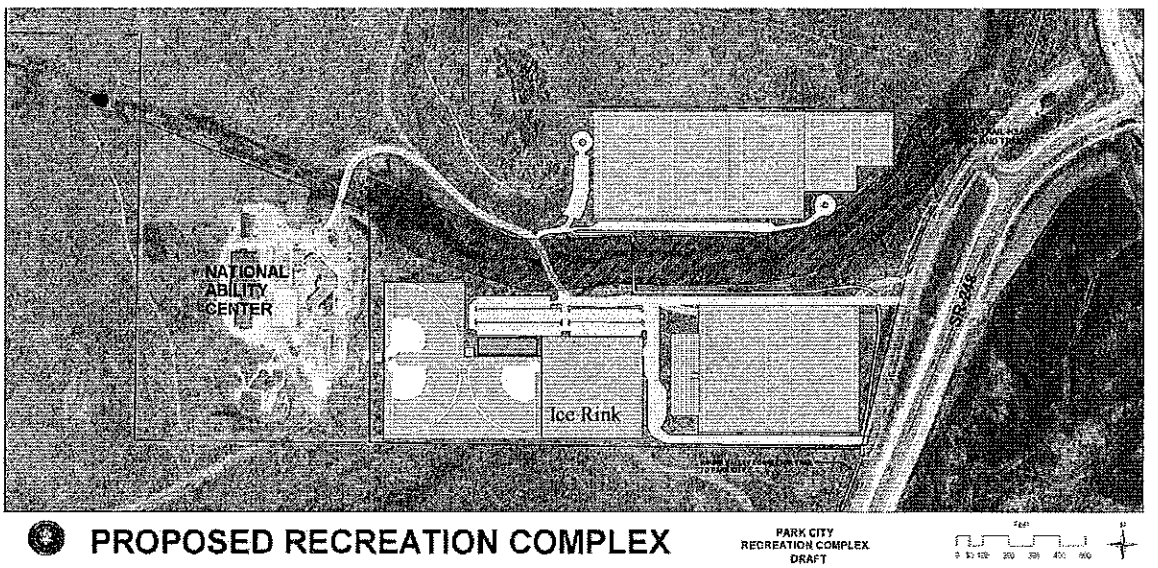
Ice Facility Area Description, Components, Concept Drawing

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 Resurfacer (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		$4,000	
	Hockey Nets		$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		$1,500	
	Ice Edger		$4,000	
	Zamboni		$90,000	
	Dehumidifier	Desiccant Wheel Replacement	$20,000	
	Water Heaters	Estimate 2 Units at $10,000 each	$20,000	
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	$50,000	
	Rental Skates	Three hundred skates at $75/pair (replace 50% of inventory every 5 years)	$22,500	
	Skate Sharpener	Two sharpeners at $10,000 each	$20,000	$228,000
12	Compressors	Two compressors at $4,000 each	$8,000	$8,000
15	Hockey Nets		$1,500	
	Ice Edger		$4,000	
	Compressors	Two compressors at $4,000 each	$8,000	
	Coolant Pumps	Replacement	$5,000	$18,500
18	Compressors	Two compressors at $4,000 each	$8,000	$8,000
20	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	
	Hockey Nets		$1,500	
	Ice Edger		$4,000	
	Zamboni		$90,000	

	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	

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.

12-1212

December 12, 2012

LETTER OF CONSENT

Purpose:

The Interlocal Agreement between Park City and the District was approved August 31, 2004, and the Ice Arena opened in February, 2006. This letter is intended to fulfill obligations of the parties with respect to Article 4, "Operation of the Ice Facility" and specifically Section 4.3 "Operating Contributions" paragraph (a)(2)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."

Definitions:

"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.

Background:

On May 6, 2009, the District and the City completed the first three year review. Consent was given by the District for the following reallocation of funds:

- The existing fund balance of $25,000 in the Expansion Fund, plus interest accrued, shall be reserved and restricted for the master plan and conceptual design specific to future expansion of the facility.
- Allocation of the annual District contribution will go to the Capital Facilities Replacement Reserve (CRRF). Article 4, Section 4.3 (3) of the Interlocal Agreement states 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.

Consent to allocation between Funds for the period 2012 - 2015:

This letter is intended to document direction and consent given by the Snyderville Basin Special Recreation District Board at their regularly scheduled meetings on August 15, 2012 and December 12, 2012 for the following allocation of the District's contribution between the Funds.

- In 2011-2012, $15,000 of the fund balance of $25,000 in the Expansion Fund was used for future planning, including a Recreation Facilities Demand Study completed in December, 2011 and the Community Interest and Opinion Survey, dated June 1, 2012, leaving a balance of approximately $10,000 in the "Expansion Fund." The remaining funds are to be used for the master plan and conceptual design specific to future expansion of the ice facility.

- Allocation of $35,000 of the annual District contribution will go to the Capital Facilities Replacement Reserve to 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. Qualifying Capital Replacement items are attached as Exhibit A.
- Allocation of up to $15,000 of the annual District contribution will be to the Ice Facility Reserve Fund, the use of which will be restricted to costs of repair which exceed $1,000 of Ice Facility replacement items as defined above. Any funds remaining from this portion of the contribution which are unused shall be allocated to the Capital Facilities Replacement Reserve at the end of each fiscal year.
- The District Board reserves the right to modify the distribution at the time of the 3rd year review in 2015.

This Letter of Consent is dated December 12, 2012.

Acknowledgment:

Dana Williams

Mayor
Park City Municipal Corporation

Attest:

Sharon C Bauman

PARK CITY SUMMIT COUNTY UTAH
CORPORATE
Seal
MARCH 1,
1884

Acknowledgment:

Chairman
Snyderville Basin Special Recreation District

Attest:

FIRST ADDENDUM TO INTERLOCAL COOPERATIVE AGREEMENT FOR REGIONAL ICE FACILITY

THIS FIRST ADDENDUM is made and entered into in duplicate this _____ day of _____, 20___, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and Snyderville Basin Special Recreation District, a political subdivision of the state of Utah ("District"), to amend the **INTERLOCAL COOPERATIVE AGREEMENT FOR REGIONAL ICE FACILITY** signed and executed by the Parties on August 26, 2004.

WITNESSETH;

WHEREAS, the parties entered into an **INTERLOCAL COOPERATIVE AGREEMENT FOR REGIONAL ICE FACILITY** (hereinafter "Original Agreement"); and

WHERAS, 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 Capital Replacement Reserve Fund and the Expansion Fund and

WHEREAS, lowering the threshold of qualifying expenditures will allow staff to order the necessary amount of supplies, and no more, as well as to pursue repairs and maintenance based on when they are needed and not when they know the invoice will reach $1,000.

WHEREAS, the term of the agreement is due to end August 26, 2054

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

1. **AMENDMENTS: Section 4.3. (a) (3) "Ongoing Maintenance" of Original Agreement.**

   a. Amend section 4.3(a)(3) as follows: 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~~ (Capital Replacement Reserve Fund) may be used for repairs or maintenance on mechanical systems which exceed $500, or for lesser invoices that are a part of a Special Service Contract and anticipated to total over $1,000 annually.

2. **<u>OTHER TERMS</u>**.
All other terms and conditions of the Original Agreement shall continue to apply.

3. **<u>ENTIRE AGREEMENT</u>**. This First Addendum is a written instrument pursuant to Section 9.12 of the Original Agreement between the parties and cannot be modified or amended except by written instrument, signed by authorized representatives of each of the Parties after adoption of a resolution by their respective governing bodies approving the modifications. The amendment won't have a material adverse impact on the debtors.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed when this Addendum is filed with the Park City Recorder.

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT:

_____
David Kottler, Board Chair

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, Mayor

ATTEST:

_____
Ben Castro, Board Clerk

_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

_____

Polly Samuels McLean, City Attorney's Office

_____

Attorney for the Snyderville Basin Special Recreation District

November 19, 2015

LETTER OF CONSENT

Purpose:

The Interlocal Agreement between Park City and the District was approved August 31, 2004, and the Ice Arena opened in February, 2006. This letter is intended to fulfill obligations of the parties with respect to Article 4, "Operation of the Ice Facility" and specifically Section 4.3 "Operating Contributions" paragraph (a)(2)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."

Definitions:

"*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.

"*Minimum cost of $1,000"* refers to the total cost of a given item during the fiscal year (July 1- June 30). Some purchases and services may have multiple invoices that together should be equal to or greater than $1,000.

"*Fiscal Year"* refers to July 1- June 30, the fiscal year utilized by Park City Municipal Corporation.

Background:

Consent to allocation between Funds for the period 2009-2012:

On May 6, 2009, the District and the City completed the first three year review. Consent was given by the District for the following reallocation of funds:

- The existing fund balance of $25,000 in the Expansion Fund, plus interest accrued, shall be reserved and restricted for the master plan and conceptual design specific to future expansion of the facility.
- Allocation of the annual District contribution will go to the Capital Replacement Reserve Fund (CRRF). Article 4, Section 4.3 (3) of the Interlocal Agreement states 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.

Consent to allocation between Funds for the period 2012 - 2015:

- In 2011-2012, $15,000 of the fund balance of $25,000 in the Expansion Fund was used for future planning, including a Recreation Facilities Demand Study completed in December, 2011 and the Community Interest and Opinion Survey, dated June 1, 2012, leaving a balance of approximately $10,000 in the "Expansion Fund." The remaining funds are to be used for the master plan and conceptual design specific to future expansion of the ice facility.

- Allocation of $35,000 of the annual District contribution will go to the Capital Replacement Reserve Fund to 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.

- Allocation of up to $15,000 of the annual District contribution will be to the Ice Facility Reserve Fund, the use of which will be restricted to costs of repair which exceed $1,000 of Ice Facility replacement items as defined above. Any funds remaining from this portion of the contribution which are unused shall be allocated to the Capital Replacement Reserve Fund at the end of each fiscal year.

2015 Review Summary:

As of April 2015, Park City Municipal Corporation will contribute $50,000 annually to the Capital Replacement Reserve Fund.

In May of 2015, the District approved that the remaining $10,000 in the Expansion Fun be applied towards Conceptual Design Drawings provided by Victus Advisors. This will leave the Expansion Fund balance at $0.

On _____, an addendum to the Inter Local Agreement was entered into to amend the minimum dollar amount for repairs and maintenance on mechanical systems to be applied to the Capital Replacement Reserve Fund from $1000 to $500.

Procedures:

- Ice Arena Staff will maintain a schedule of anticipated Capital Replacement Expenditures. The document will include:
    - Anticipated cost for each project
    - Actual dollars spent
    - The contributing source for each expenditure; the District, Park City Municipal Corporation, or any other sources
    - Year-end account balances of District expenditures and PCMC expenditures
- Unanticipated expenditures that receive approval from the District or that will be funded by another source, will be added to the schedule by the end of the fiscal year. The intention is that the schedule reflects the account balances at the end of the year. Items listed on the schedule that are not completed in a given fiscal year, may be moved later in the schedule or remain in the current year if the project is no longer of interest.
- Any expenditure made by PCMC using the District's contributed funds will require timely notice to the District, by submitting an Expenditure Request Form (Exhibit A) to the District's Business Manager. If the expense is greater than $25,000 and the item is not listed in Capital Replacement Expenditures schedule, the Expenditure Request Form must be presented to the District's Business Manager by the first Friday of any given month, in order for the District to receive approval from their Board which meets on the second Wednesday of each month. Copies of this worksheet will be filed by each party.
- When new or revised Special Service Contracts are finalized, Ice Arena staff will email them to the District's Business Manager to inform the District of vendor information and details of the Special Service Contract that will qualify charges less than $1,000 as appropriate expenditures to be paid for out of the Capital Replacement Reserve Fund.
- Within three months of the City's fiscal year end, Ice Arena Staff will:

- Provide a report of the CRRF which delineates funds provided by the District and PCMC, as well as a detailed record of the project account balance for which funds from the District are held and spent, to the District's Business Manager.
- Provide a summary of expenditures from the previous fiscal year and expected expenditures for the new fiscal year, along with the entire capital replacement schedule, to the District's Business Manager.
- Ice Arena Staff may be requested to present the previous and upcoming expenditures to the District's Board.
- Provide a current list of active Special Service Contracts to the District's Business Manager.

Consent to allocation between Funds for the period 2015 - 2018:

This letter is intended to document direction and consent given by the Snyderville Basin Special Recreation District Board at their regularly scheduled meeting on December 9, 2015 for the following allocation of the District's contribution between the Funds.

- Allocation of the annual District contribution of $50,000 will go to the Capital Replacement Reserve Fund. The District's contribution in the CRRF may be used for the following:
  - Items included in the Capital Schedule, attached in Exhibit B.
  - Replacement items that carry a useful life of more than one year and have a minimum cost of $1,000.
  - Repairs or maintenance on mechanical systems which exceed $500, or for lesser invoices that are a part of a Special Service Contract and anticipated to total over $1,000 annually.

The District Board reserves the right to modify the distribution at the time of the third year review in 2018. Either party has the right to request renegotiation of this agreement at any time. It is anticipated that this Letter of Consent will be reviewed and possibly renegotiated with the approval of an expansion on the current facility.

This Letter of Consent is dated December 9, 2015.

Acknowledgment:

_____
Mayor
Park City Municipal Corporation

Attest:

_____

Acknowledgment:

_____
Board Chair
Snyderville Basin Special Recreation District

Attest:

_____

PARK CITY ICE ARENA
CAPITAL REPLACEMENT FUND
EXPENDITURE REQUEST FORM

Date of Request: _____

Expenditure Request: _____

Description of Request:

_____

_____

_____

Date funds are needed: _____

Note: If fund request is **not** included on the annual list of projected Capital Replacement Fund Expenditures **and** exceeds twenty five thousand dollars ($25,000), the request will first require review and approval of the Basin Recreation Board. Such requests must be received no later than 5pm on the first Friday of any given month in order to be considered at that month's board meeting.

Representative submitting Request:

Print Name: _____
Signature: _____
Title: _____

PLEASE ATTACH SUPPORTING DOCUMENTATION, INCLUDING BIDS, ESTIMATES, ETC.

Approved By:

Print Name: _____
Signature: _____
Basin Recreation Title: _____

Estimated ICE Capital Budget - 20 years CIP

Year	Equipment Needed	Description	Fund Type - Project	Approval	Project Type	Cycle Plan	Priority	Unit Cost	Quantity	Budgeted Cost	Extended	Invoice
	Basin Balance, July 1, 2014:	**$ 8,674**		**Total Balance, CRRF July 1, 2014:**		**$ 58,674**			**Adjustment made by PCMC to reconcile Basin balance:**	**$38,047**	**Adjusted Basin Balance:**	**$ 96,721**
	PCMC Balance, July 1, 2014:	**$ 50,000**	*** 50k added during the year, not in account on 7.1.14.**									
	Portable Skate Rack Shelves	Replaced old skate racks with portable shelves	Basin Fund-031490	Approved in 2014	Replacement	10-15 years; As Needed	2	$147	12	$1,764	$1,764.00	QUI-002826
	Flooring Replacement	Replace Flooring throughout the facility	Basin Fund-031490	Approved in 2014	Replacement	10 years	1	$12,800	1	$12,800	$12,800.00	QUI-002841
	Condenser Pump Maintenance	Clean and repair condenser pump	Basin Fund-031490	Original Schedule	Maintenance	Annual	1	$1,500	1	$1,500	$4,810.34	QUI-002784 & QUI- 002783
	Compressor Repair	Replaced Oil Separator-Compressor 1 - complete	Basin Fund-031490	Original Schedule	Replacement	As needed	1	$4,500	1	$4,500	$3,850.00	QUI-002787
	Plumbing Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490	Original Schedule	Maintenance	Annual	1	$2,500	1	$2,500	$1,807.36	QUI-002953;002952;002936
	FOB Installation	Installation of FOB security for Office Area - phase one complete	PCMC-031475	2015	Improvement	Safety plan	2	$5,000	1	$5,000	$3,960.00	QUI-002970
	Glass & Plexie- Around Rink	Replace tempered glass; Order 20 sheets every 2 years. This order is from an off year, order in 2016 anticipated to be less than budgeted.	Basin Fund-031490	Email 5.11.15	Replace	2 years; As needed	2				$604.20	QUI-002945
	Hockey Nets	1set w/ netting and pads - Annual	Basin Fund-031490	Original Schedule	Replacement	Annual	3	$1,500	2	$3,000	$2,392.00	QUI-002945
2015	Conceptual Design-Expansion	Announcement in SL Tribune	Basin Fund-031490	Expansion Meeting	Planning	As Needed	1	$78.92	1	$78.92	$78.92	QUI-003023
	Conceptual Design-Expansion	Announcement in Park Record	Basin Fund-031490	Expansion Meeting	Planning	As needed	1	$48.60	1	$48.60	$48.60	QUI-003024
	Evaporative Condenser Maintenance	Maintenance & repair of Evaporative condenser includes replacing sprayers and repairing leaks; targeted for May 2015 closure	Basin Fund-031490	Original Schedule	Maintenance	Annual	1	$3,500	1	$3,500	$2,942.47	QUI-003030 & QUI- 003045
	Plumbing Maintenance/Repairs	Annual estimated maintenance	PCMC-031475	Email 5.11.15	Maintenance	Annual	1	TBD	NA	TBD	$755.51	QUI-003015
	Electrical Repair	Repair on security system- mother board	PCMC-031475		Repair	As Needed	1				$1,301.09	QUI-003047
	Exhaust Fan	Failed unit replaced	Basin Fund-031490	Original Schedule	Replacement	As needed	1	$3,000	1	$3,000	$2,855.00	QUI-003046
	Advertising	Ad for RFP- Conceptual Designs	Basin Fund-031490		Planning	Required	1				$154.48	QUI-003082
	Shower Maintenance	estimate 24 valves @ $500ea	Basin Fund-031490	Original Schedule	Maintenance	Annual	2	$500	24	$12,000	$0.00	Move to 2016
	Conceptual Design-Expansion	Council Approved determining appropriate design for potential rink expansion	Basin Fund-031490	Original Schedule	Planning	As needed	1	$30,000	1	$30,000	$0.00	Contracted 2015; Invoiced 2016
	HVAC Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490	Original Schedule	Maintenance	Annual	2	$2,500	2	$5,000	$0.00	Move to 2016
	Ice Resurface	Vehicle Replacement Fund; Using the previous machine as a backup creates redundancy.	Vehicle Rep. Fund	PCMC- Fleet	Replacement	5-year	2	$200,000	0	$0- Diff. Project	$0.00	Moved to 2016
	Ice Edger	Replace old unit and use it as a backup	Basin Fund-031490	Original Schedule	Replacement	5-year	4	$7,200	1	$7,200	$0.00	Moved to 2016
	Lockers	Additional Locker inventory-high demand = revenue offset	PCMC-031475	CIP Committee	Revenue offset	Opportunity	2	$8,518	1	$0- Diff. Project	$0.00	Lockers Ordered 2015; Invoiced 2016
		Total Extended FY 15	**Basin:**		**$34,107**	**PCMC:**	**$6,017**		**Total:**	**$ 40,124**		
		FY 15 Starting Balance:	**Basin:**			**PCMC:**			**Total:**			
		FY 15 Year End Balance:	**Basin:**		**$62,614**	**PCMC:**	**$43,983**		**Total:**	**$ 106,597**		
	Equipment Needed	**Description**	**Fund Type - Project**	**Approval**	**Project Type**	**Cycle Plan**	**Priority**	**Unit Cost**	**Quantity**	**Budgeted Cost**	**Extended**	**Invoice**

	Conceptual Design-Expansion	Council Approved determining appropriate design for potential rink expansion	Basin Fund-031490; PCMC 031475 & UOLF	Original Schedule	Planning	As needed	1	$30,000	1	$30,000	$30,000	Qui-003092 & Qui-003107
	Rental Skates	Replace inventory (roughly 40%)	Basin Fund-031490	Original Schedule	Replacement			$72.20	190		$14,076	Qui-003068
	Motor	Cooling tower repair- motor, fan, shaft	Basin Fund-031490		Replacement		1	$1,875.00	1		$2,495	Qui-003091
	LED Installation replaces fluorescent above rink	Upgrades efficiency & quality for lights over rink w/ROI & ROR <5 years & reduced maintenance, repairs and replacement costs	PCMC-031475		Energy Mgt	Opportunity	1	$25,000	2	$50,000	$47,469.05	Qui-03131
	LA Roser	Broken condenser fan shaft and bearings	Basin Fund-031490		Emergency Replacement						$5,009.18	Qui-03081
	Multi-Media filter & RO Membrane	5 year replacement plan	PCMC-031475		Redundancy	5-year	1	$4,000	1	$4,000	$3,914	
	Energy Management: Electric Capacitors	Includes evaluation of the equipment designated for the 840k Wh panel for consideration of the installation of capacitors for Refrigeration Plant- Energy mgt incentive	PCMC-031475		Energy Mgt	Opportunity	1	$13,000	1	$13,000		
	Unloaders for Compressors	Reduce Wear & Tear, repairs	PCMC-031475		Energy Mgt	Opportunity	2	$3,750	2	$4,000		
	Tankless Water Heaters	High Efficiency Incentive - 10 year plan	PCMC-031475		Energy Mgt	Opportunity	2	$10,000	1	$10,000		
2016	FF&E Ice Resurfacer Conditioner	Rebuild conditioner with new bushings and pins on resurfacer to maintain proper functionality	PCMC-031475		Replacement	3-5 years	2	$2,743	1	$2,743		
	Lockers	Additional Locker inventory-high demand = revenue offset	PCMC CP356-031475		Revenue offset	Opportunity	2	$8,518	1	$8,518	$0	Qui-003130
	Ice Resurfacer	Vehicle Replacement Fund; Using the previous machine as a backup creates redundancy.	Vehicle Rep. Fund		Replacement	5-year	2	$200,000	0	$165,700	$0	
	Rink Glass & Plexiglass	Estimate 40 - 4' x 6' x 1/2" sheets @ $325ea - priority depends on amount of glass replaced	Basin Fund-031490		Maintenance	2-year	2	$325	10	$3,250		
	HVAC Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	2	$2,500	1	$2,500		
	HVAC Replacement	Estimate 4 Units at $15,000 each - 10 year plan	Basin Fund-031490		Replacement	10-year	2	$2,500	4	$10,000		
	Shower Upgrade	Tile floors, repair drains, Paint in addition to annual maintenance - as needed	Basin Fund-031490		Replacement	Improvement	3	$7,500	1	$7,500		
	FF&E	Faucet Replacement	Basin Fund-031490		Maintenance	Annual	2	$500	24	$12,000		
	Hockey Nets	1set w/ netting and pads - Annual	Basin Fund-031490		Replacement	Annual	2	$1,500	2	$3,000		
	Plumbing Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Refrigeration System Maintenance	Two compressors at $2,500 each (oil $462.55)	Basin Fund-031490		Maintenance	Annual	1	$2,500	2	$5,000		
		La Roser- Oil						$462.55			$462.55	Oil- Qui-03129
		Anticipated Expenditures:	**Basin:**		**$77,793**	**PCMC:**	**$101,126**		**Total:**	**$178,919**		
		Start of FY 16 Balance	**Basin:**		**$112,614**	**PCMC:**	**$93,983**		**Total:**	**$206,597**	$10k coming from UOLF	
		Anticipated Year End Balance:	**Basin:**		**$34,821**	**PCMC:**	**$2,857**		**Total:**	**$37,678**		
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Replacement	Annual	2	$1,500	2	$3,000		
	Dehumidifier	Replacement Desiccant Wheel part of 10 Year replacement plan; returns unit to original capacity plus 5% increased efficiency	PCMC-031475		Energy Mgt	Opportunity	1	$16,000		$18,000		
	Evaporative Condenser Replacement	Replacement & upgrade: enhance efficiency of compressor system and reduce carbon footprint: current bid for replacement not including labor is $32k	PCMC-031475		Energy Mgt	Opportunity	1	$32,000, $50,000	Looking for another funding source	$0		

	Tankless Water Heaters	High Efficiency Incentive - 10 year plan	PCMC-031475		Energy Mgt	Opportunity	2	$10,000		$20,000		
	HVAC Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
2017	HVAC Units	Estimate 4 units at $15k each- 10 year plan	Basin Fund-031490		Maintenance	Annual	1	$15,000	4	$60,000		
	Floor pump redundancy	Failover option to offset downtime and increase efficiency	PCMC-031475		Redundancy	Opportunity	1	$2,000	2	$4,000		
	Plumbing Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Refrigeration System Maintenance	Two compressors at $2,500 each	Basin Fund-031490		Maintenance	Annual	1	$2,500	2	$5,000		
	FF&E	Furniture, fixtures & equipment- Shower Valves- estimate 24 valves @ $500ea	Basin Fund-031490		Maintenance	Annual	1	$475	24	$11,400		
		Anticipated Expenditures:	**Basin:**	**$84,400**		**PCMC:**	**$42,000**		**Total:**	**$42,000**		
		Start of FY 16 Balance	**Basin:**	**$84,821**		**PCMC:**	**$52,857**		**Total:**	**$137,678**		
		Anticipated Year End Balance:	**Basin:**	**$421**		**PCMC:**	**$10,857**		**Total:**	**$11,278**		
	Rink Glass & Plexiglass	Estimate 40 - 4' x 6' x 1/2" sheets @ $325ea - priority depends on amount of glass replaced	Basin Fund		Maintenance	2-year	2	$325	40	$13,000		
	Wrap Ducts	Above Ice and in Locker rooms	PCMC-031475		Energy Mgt	Opportunity	2	$17,500	1	$17,500		
	Solar Upgrade	Water heating system & increase array	PCMC-031475		Energy Mgt	Opportunity	3	$50,000	Looking for another funding source	$0		
	Replacement Redundancy RO system	Replace old unit and use it as a backup. Bid in 2015- roughly $25k, 2 options.	PCMC-031475		Redundancy	10-year	3	$25,000	1	$25,000		
2018	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Replacement	Annual	2	$1,500	2	$3,000		
	HVAC Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Plumbing Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Refrigeration System Maintenance	Two compressors at $2,500 each	Basin Fund-031490		Maintenance	Annual	1	$2,500	2	$5,000		
	FF&E	Place Holder	Basin Fund-031490		Maintenance	Annual	1	$500	24	$12,000		
		Anticipated Expenditures:	**Basin:**		**$38,000**	**PCMC:**	**$42,500**		**Total:**	**$80,500**		
		Start of FY 16 Balance	**Basin:**		**$50,421**	**PCMC:**	**$60,857**		**Total:**	**$111,278**		
		Anticipated Year End Balance:	**Basin:**		**$12,421**	**PCMC:**	**$18,357**		**Total:**	**$30,778**		
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Replacement	Annual	2	$1,500	2	$3,000		
	HVAC Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Plumbing Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Refrigeration System Maintenance	Two compressors at $2,500 each	Basin Fund-031490		Maintenance	Annual	1	$2,500	2	$5,000		
2019	FF&E	Holding Place	Basin Fund-031490		Maintenance	Annual	2	$500	24	$12,000		
	Sound System	Determining realistic quote; current estimate based on previous costs	PCMC-031475		Replacement	As needed	3	$25,000	1	$25,000		
		Anticipated Expenditures:	**Basin:**	**$25,000**		**PCMC:**	**$25,000**		**Total:**	**$25,000.00**		

			Start of FY 16 Balance	**Basin:**	**$62,421**		**PCMC:**	**$68,357**	**Total:**	**$130,778**		
			Anticipated Year End Balance:	**Basin:**	**$37,421**		**PCMC:**	**$43,357**	**Total:**	**$80,778**		
2020	Ice Resurfacer	Vehicle Replacement Fund; Using the previous machine as a backup creates redundancy.	Vehicle Rep. Fund		Replacement	5-year	1	$0	1	$0		
	Coolant Pumps	Replacement of two pumps - 20-year & as needed	PCMC-031475		Redundancy	20-year	1	$7,500	2	$15,000		
	Ice Edger	For new resurfacer as need per condition of older unit - creates redundancy	Basin Fund-031490		Replacement	5-year	1	$7,200	1	$7,200		
	Rink Glass & Plexiglass	Estimate 40 - 4' x 6' x 1/2" sheets @ $325ea - priority depends on amount of glass replaced	Basin Fund-031490		Maintenance	2-year	2	$325	40	$13,000		
	RO Membranes	Replacement of 6 membranes	Basin Fund-031490		Maintenance	5-year	2	$850	6	$5,100		
	Rental Skates	Three hundred skates at $75/pair (replace 50% of inventory every 5 years)	Basin Fund-031490		Maintenance	5-year	2	$75	300	$22,500		
	Multi-Media filter	3-5 year replacement	Basin Fund-031490		Maintenance	5-year	2	$3,500	1	$3,500		
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Maintenance	Annual	1	$1,500	2	$3,000		
	HVAC Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Plumbing Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Refrigeration System Maintenance	Two compressors at $2,500 each	Basin Fund-031490		Maintenance	Annual	1	$2,500	2	$5,000		
	FF&E	Holding Place	Basin Fund-031490		Maintenance	Annual	1			$12,000		
			Anticipated Expenditures:	**Basin:**	**$76,300**		**PCMC:**	**$15,000**	**Total:**	**$91,300**		
			Start of FY 16 Balance	**Basin:**	**$87,421**		**PCMC:**	**$93,357**	**Total:**	**$180,778**		
			Anticipated Year End Balance:	**Basin:**	**$11,121**		**PCMC:**	**$78,357**	**Total:**	**$89,478**		
2021	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Maintenance	Annual	2	$1,500	2	$3,000		
	HVAC Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Plumbing Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Refrigeration System Maintenance	Two compressors at $2,500 each	Basin Fund-031490		Maintenance	Annual	1	$2,500	2	$5,000		
	Rebuild Conditioner	Rebuild conditioner with new bushings and pins on resurfacer to maintain proper functionality	PCMC-031475		Maintenance	3- 5-years	2	$4,000		$4,000		
	FF&E; Conditioner Equipt	Rebuild conditioner with new bushings and pins on resurfacer to maintain proper functionality- $4k; $3k for other ice resurfacer equipt.	Basin Fund-031490		Maintenance	Annual		$12,000	1	$12,000		
			Anticipated Expenditures:	**Basin:**	**$25,000**		**PCMC:**	**$4,000**	**Total:**	**$29,000**		
			Start of FY 16 Balance	**Basin:**	**$61,121**		**PCMC:**	**$128,357**	**Total:**	**$189,478**		
			Anticipated Year End Balance:	**Basin:**	**$36,121**		**PCMC:**	**$124,357**	**Total:**	**$160,478**		
2022	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Maintenance	Annual	2	$1,500	2	$3,000		
	HVAC Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Plumbing Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Refrigeration System Maintenance	Two compressors at $2,500 each	Basin Fund-031490		Maintenance	Annual	1	$2,500	2	$5,000		
	FF&E	Holding Place	Basin Fund-031490		Maintenance	Annual	2			$12,000		

	Rink Glass & Plexiglass	Estimate 40 - 4' x 6' x 1/2" sheets @ $325ea - priority depends on amount of glass replaced	Basin Fund-031490		Maintenance	2-year	2	$325	40	$13,000		
		Anticipated Expenditures:	**Basin:**	**$38,000**		**PCMC:**	**$0**	**Total:**	**$38,000**			
		Start of FY 16 Balance	**Basin:**	**$86,121**		**PCMC:**	**$174,357**	**Total:**	**$260,478**			
		Anticipated Year End Balance:	**Basin:**	**$48,121**		**PCMC:**	**$174,357**	**Total:**	**$222,478**			
2023	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Maintenance	Annual	2	$1,500	2	$3,000		
	HVAC Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Plumbing Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Refrigeration System Maintenance	Two compressors at $2,500 each	Basin Fund-031490		Maintenance	Annual	1	$2,500	2	$5,000		
	FF&E	Holding Place	Basin Fund-031490		Maintenance	Annual				$12,000		
		Anticipated Expenditures:	**Basin:**	**$25,000**		**PCMC:**	**$0**	**Total:**	**$25,000**			
		Start of FY 16 Balance	**Basin:**	**$136,121**		**PCMC:**	**$224,357**	**Total:**	**$360,478**			
		Anticipated Year End Balance:	**Basin:**	**$111,121**		**PCMC:**	**$224,357**	**Total:**	**$335,478**			
2024	Skate Sharpener	3-head model	Replacement		Replacement	20-year	2	$20,000	1	$20,000		
	Rink Glass & Plexiglass	Estimate 40 - 4' x 6' x 1/2" sheets @ $325ea - priority depends on amount of glass replaced	Basin Fund-031490		Maintenance	2-year	2	$325	40	$13,000		
	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Maintenance	Annual	2	$1,500	2	$3,000		
	HVAC Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Plumbing Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Refrigeration System Maintenance	Two compressors at $2,500 each	Basin Fund-031490		Maintenance	Annual	1	$2,500	2	$5,000		
	FF&E	Holding Place	Basin Fund-031490		Maintenance	Annual				$12,000		
		Anticipated Expenditures:	**Basin:**	**$58,000**		**PCMC:**	**$0**	**Total:**	**$58,000**			
		Start of FY 16 Balance	**Basin:**	**$161,121**		**PCMC:**	**$274,357**	**Total:**	**$435,478**			
		Anticipated Year End Balance:	**Basin:**	**$103,121**		**PCMC:**	**$274,357**	**Total:**	**$377,478**			
2025	Hockey Nets	2 - set w/ netting and pads - Annual	Basin Fund-031490		Maintenance	Annual	2	$1,500	2	$3,000		
	HVAC Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Plumbing Maintenance/Repairs	Annual estimated maintenance	Basin Fund-031490		Maintenance	Annual	1	$2,500	1	$2,500		
	Refrigeration System Maintenance	Two compressors at $2,500 each	Basin Fund-031490		Maintenance	Annual	1	$2,500	2	$5,000		
	FF&E	About $3k for ice resurfacer equipt. Repair and additional Holding Place	Basin Fund-031490		Maintenance	Annual	2			$12,000		
	Rental Skates	Three hundred skates at $75/pair (replace 50% of inventory every 5 years)	Basin Fund-031490		Maintenance	Annual	2	$75	300	$22,500		
	Rubber Skaters Flooring	Replacement of flooring in high-traffic areas	PCMC-031475		Replacement	10-year	3	$50,000	1	$50,000		
	Boilers	Replacement of high-efficiency boilers	PCMC-031475		Replacement	10-year	2	$8,500	3	$25,500		
	Water Heaters	Estimate 2 Units at $10,000 each	PCMC-031475		Replacement	10-year	2	$10,000	2	$20,000		
	Dehumidifier	Desiccant Wheel Replacement	PCMC-031475		Replacement	10-year	2	$20,000	1	$20,000		
	Ice Resurfacer	Vehicle Replacement Fund	Vehicle Rep. Fund		Replacement	5-year	2	$0	1	$0		
	Multi-Media filter	3-5 year replacement	Basin Fund-031490		Replacement	5-year	3	$3,500	1	$3,500		
	Scoreboard	20 year plan - As needed	PCMC-031475		Improvement	As needed	4	$35,000	1	$35,000		

Chiller	Total Replacement - 20 year plan	PCMC-031475		Replacement	20-year	1	$50,000	1	$50,000		
Evaporative Condenser	Total Replacement - 20 year plan	PCMC-031475		Replacement	20-year	1	$45,000	1	$45,000		
RO Membranes	Replace membranes - 5 year plan	Basin Fund-031490		Replacement	5-year	2	$850	6	$5,100		
HVAC Units	Estimate 4 Units at $15,000 each - 10 year plan	PCMC-031475		Replacement	10-year	1	$15,000	4	$60,000		
	Anticipated Expenditures:	**Basin:**	**$56,100**		**PCMC:**	**$305,500**	**Total:**	**$361,600**			
	Start of FY 16 Balance	**Basin:**	**$153,121**		**PCMC:**	**$324,357**	**Total:**	**$477,478**			
	Anticipated Year End Balance:	**Basin:**	**$97,021**		**PCMC:**	**$18,857**	**Total:**	**$115,878**			

Resolution No. _____

RESOLUTION ADOPTING A FIRST ADDENDUM TO
INTERLOCAL COOPERATIVE AGREEMENT FOR REGIONAL ICE FACILITY

WHEREAS, PARK CITY MUNICIPAL CORPORATION, and Snyderville Basin Special Recreation District entered into an INTERLOCAL COOPERATIVE AGREEMENT FOR REGIONAL ICE FACILITY on August 26, 2004 (hereinafter "Original Agreement"); and

WHEREAS, 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 Capital Replacement Reserve Fund (CRRF) and the Expansion Fund and

WHEREAS, under the current agreement 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

WHEREAS, lowering the threshold of qualifying expenditures will allow staff to order the necessary amount of supplies, and no more as well as to pursue repairs and maintenance based on when they are needed and not when they know the invoice will reach $1,000.

WHEREAS, funds in the Capital Replacement Reserve Fund may be used for repairs or maintenance on mechanical systems which exceed $500, or for lesser invoices that are a part of a Special Service Contract and anticipated to total over $1,000 annually.

WHEREAS, the Original Agreement went into effect on August 26, 2004 and the term of the agreement is due to end August 26, 2054

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Park City, Utah that:

SECTION 1. ADDENDUM ADPOTED. The First Addendum to the Interlocal Cooperative Agreement for Regional Ice Facility. Exhibit A.

SECTION 2. EFFECTIVE DATE. This resolution shall become effective upon adoption.

PASSED AND ADOPTED this19th day of November, 2015.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Jack Thomas

Attest:

_____
Michelle Kellogg, City Recorder

Approved as to form:

_____

Mark D. Harrington, City Attorney

EXHIBIT A

FIRST ADDENDUM TO INTERLOCAL COOPERATIVE AGREEMENT FOR REGIONAL ICE FACILITY

THIS FIRST ADDENDUM is made and entered into in duplicate this _____ day of _____, 20___, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation and political subdivision of the State of Utah ("City"), and Snyderville Basin Special Recreation District, a political subdivision of the state of Utah ("District"), to amend the **INTERLOCAL COOPERATIVE AGREEMENT FOR REGIONAL ICE FACILITY** signed and executed by the Parties on August 26, 2004.

WITNESSETH;

WHEREAS, the parties entered into an **INTERLOCAL COOPERATIVE AGREEMENT FOR REGIONAL ICE FACILITY** (hereinafter "Original Agreement"); and

WHERAS, 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 Capital Replacement Reserve Fund and the Expansion Fund and

WHEREAS, lowering the threshold of qualifying expenditures will allow staff to order the necessary amount of supplies, and no more, as well as to pursue repairs and maintenance based on when they are needed and not when they know the invoice will reach $1,000.

WHEREAS, the term of the agreement is due to end August 26, 2054

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

1. **AMENDMENTS: Section 4.3. (a) (3) "Ongoing Maintenance" of Original Agreement.**

   a. Amend section 4.3(a)(3) as follows: 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~~ (Capital Replacement Reserve Fund) may be used for repairs or maintenance on mechanical systems which exceed $500, or for lesser invoices that are a part of a Special Service Contract and anticipated to total over $1,000 annually.

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

3. **ENTIRE AGREEMENT**. This First Addendum is a written instrument pursuant to Section 9.12 of the Original Agreement between the parties and cannot be modified or amended except by written instrument, signed by authorized representatives of each of the Parties after adoption of a resolution by their respective governing bodies approving the modifications. The amendment won't have a material adverse impact on the debtors.

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed when this Addendum is filed with the Park City Recorder.

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT:

_____
David Kottler, Board Chair

PARK CITY MUNICIPAL CORPORATION

_____
Jack Thomas, Mayor

ATTEST:

_____
Ben Castro, Board Clerk

_____
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

_____
Polly Samuels McLean, City Attorney's Office

_____

Attorney for the Snyderville Basin Special Recreation District

DATE: November 19, 2015

TO HONORABLE MAYOR AND COUNCIL

Staff recommends aligning Park City's for-hire vehicle licensing requirements with the State of Utah's TNC (Transportation Network Company) and Ground Transportation license requirements in order to create an equitable work environment for our local transportation and for-hire vehicle businesses.

Respectfully:

Rebecca Gillis, Accounting Manager

City Council
Staff Report

Subject: **For-Hire licensing requirements**
Author: **Beth Roberts, Business License Specialist**
Department: **Finance**
Date: **November 19, 2015**
Type of Item: **Legislative**

Recommendation:

Staff recommends **aligning Park City's for-hire licensing requirements with the State of Utah's licensing requirements** to ensure equitable treatment for our for-hire and other transportation businesses. This recommendation would require the following changes to our existing regulations:

1. Changing the insurance requirement to $1M for vehicles 15 passengers or fewer.
    a. This will align with TNC and Airport regulations. This will require those drivers that do not go to the Airport to carry a slightly higher level of insurance.
2. Accepting an original Utah BCI background check (instead of FBI).
    a. This will only affect drivers that do not go to the Airport. This will more closely align with TNC regulations.
3. Requiring a driver history report from the Utah Driver's License Division, showing "Valid" license status.
4. No longer requiring a vehicles inspection, beyond proof of valid vehicle registration.

Executive Summary:
Staff recommends aligning Park City's for-hire vehicle licensing requirements with the State of Utah's TNC (Transportation Network Company) and Ground Transportation license requirements in order to create an equitable work environment with our local transportation and for-hire vehicle businesses.

Acronyms:
BCI – Bureau of Criminal Investigation
TNC–Transportation Network Company

Topic/Description:
This report will outline the similarities and differences of licensing regulations between TNCs, Ground Transportation, and For-Hire vehicle companies that are a result of a new law adopted during the 2015 legislative session and licensing in Park City for Ground Transportation and For-Hire vehicle companies.

Background:

During the 2015 Legislative Session, the Utah Legislature enacted a last minute law that places the administration, regulation, and enforcement of Transportation Network Companies (TNC's) such as Uber, Lyft, Sidecar, Wingz, etc., under the Utah Division of Consumer Protection. The new law became effective on May 12, 2015, and exempts companies that meet the State Code definition of a TNC from requirements for local licensing laws, such as Park City's existing For-Hire Vehicle licensing program.

Analysis:

A TNC may not operate in Utah unless the company is registered with the Utah Division of Consumer Protection under the Transportation Network Company Registration Act.

The Transportation Network Company Registration Act defines a TNC as an entity that (a) uses a software application to connect a passenger to a transportation network driver providing transportation network services; (b) is not: (i) a taxicab as defined in Utah Code §53-3-102; or (ii) a motor carrier as defined in Utah Code §72-9-102; and (c) does not own, control, operate, or manage the vehicle used to provide the transportation network services. Only the TNC registers with the State, and not the individual drivers.

<u>TNC Licensing Requirements: State of Utah</u>

13-51-107. Driver requirements

(1) Before a transportation network company allows an individual to use the transportation network company's software application as a transportation network driver, the transportation network company shall:

(a) require the individual to submit to the transportation network company:

(i) the individual's name, address, and age;

(ii) a copy of the individual's driver license, including the driver license number; and

(iii) proof that the vehicle that the individual will use to provide transportation network services is registered with the Division of Motor Vehicles;

(b) require the individual to consent to a criminal background check of the individual by the transportation network company or the transportation network company's designee; and

(c) obtain and review a report that lists the individual's driving history<u>.</u>

<u>….</u>

<u>(A driver may be denied if he/she has committed more than three moving violations in three years.)</u>

<u>Driver's License Act: State of Utah</u>

Per Utah Code 53-3-202(3): "A person may not drive a motor vehicle as a taxicab on a highway in this state unless the person has a taxicab endorsement issued by the division on his license certificate."

The following is a table of the similarities and differences between Park City Municipal's For Hire licensing program, the State of Utah's TNC driver requirements, and the State of Utah's Ground Transportation Requirements (which includes hotel courtesy vehicles). It should be noted that many of the For-Hire vehicles licensed in Park City have received their airport endorsement. The airport requires $1M insurance for less than 15 passenger vehicles and an FBI criminal background check as well as a vehicle inspection. It should be also noted that the biggest complaint about the FBI criminal background check is the length of time it takes to complete.

Park City Municipal Corporation	**TNC**	**Ground Trans- SL Airport**	**Z Endorsement Requirements**
Utah State Driver's license with Z or P endorsement	Valid Driver's license (no endorsements required)	Valid Driver's license with Taxicab endorsement (Z)	Valid Driver's license
no driver history check	DMV Driver History check	***no driver history check noted***	No driver history check
Insurance: $750K for up to 8 passengers, $1.5M for 9-16, $5M for 16+	$1M insurance coverage	*$1M for up to 15 passengers*	N/A
FBI Background Check	Background check-BCI	FBI Background Check	Complete application and exams
Park City Vehicle Inspection Certificate	Proof of Vehicle Registration with DMV	Vehicle inspection required	N/A
Drug-free workplace document	TNC must post drug/alcohol free workplace policy	***No drug/alcohol document noted***	N/A
Minimum age as required by Z or P endorsement	Minimum Age: 19	Minimum age as required by Z endorsement	Minimum Age Requirement: 21
Fares must be posted	Fares must be posted/available to passenger	Fares must be posted/available to passenger	N/A

In summary, Park City Municipal is unable to license or regulate TNC drivers as a result of the Preemption Clause below:

13-51-109-"Preemption Clause": *Effective 5/12/2015*

(1) *Except as provided in Subsection (2), this chapter supersedes any regulation of a municipality, county, or local government regarding a transportation network company, a transportation network driver, or transportation network services.*

One result of the new law is that several of PCMC's for-hire regulations are more stringent on the local, traditional taxi driver than required for TNCs. Another result is a considerable amount of discord between traditional for-hire companies in Park City and the relatively new TNCs. Making Park City's requirements parallel with those of the State of Utah seems to be the most reasonable and equitable way to resolve differences.

Though staff believes that our existing regulations remain appropriate and help to create a safe environment for both drivers and those seeking a ride, making Park City's requirements parallel with those of the State of Utah seems to be the most reasonable and equitable way to resolve differences.

Department Review:
Finance; Legal; Executive; Public Safety

Alternatives:

A. Approve: Approve the amendment to the code to bring Park City's For-Hire licensing requirements into alignment with the State of Utah's TNC licensing requirements so that these changes will be in effect for this year's renewals.

B. **Deny:** Denying this request will not help tune the discord that has emerged between Park City's requirements and the State of Utah's requirements since the new law came in to effect in May 2015.

C. Modify: Modify the actions proposed.

D. Continue the Item: Continuing the item and providing direction to staff on revisiting the proposed ordinance in an acceptable option. This option will not afford enough time for these changes to be made for this year's license renewals.

E. Do Nothing: Doing nothing would produce the same results as denying the proposal.

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 + Accessibility during peak seasonal times	(+/-) Reduced municipal, business and community carbon footprints (+/-) (Select Desired Outcome)	+ Residents live and work locally (+/-) (Select Desired Outcome)	+ Streamlined and flexible operating processes (+/-) (Select Desired Outcome)
Assessment of Overall Impact on Council Priority *(Quality of Life Impact)*	Positive	Neutral	Positive	Positive
Comments:				

Recommendation:

Staff recommends **aligning Park City's for-hire licensing requirements with the State of Utah's licensing requirements** to ensure equitable treatment for our for-hire and other transportation businesses. This recommendation would require the following changes to our existing regulations:

1. Changing the insurance requirement to $1M for vehicles 15 passengers or fewer.
    a. This will align with TNC and Airport regulations. This will require those drivers that do not go to the Airport to carry a slightly higher level of insurance.
2. Accepting an original Utah BCI background check (instead of FBI).
    a. This will only affect drivers that do not go to the Airport. This will more closely align with TNC regulations.
3. Requiring a driver history report from the Utah Driver's License Division, showing "Valid" license status.
4. No longer requiring a vehicles inspection, beyond proof of valid vehicle registration.

Appendices:

Exhibit A: Title 4, Chapter 15 redline code
Exhibit B: Ordinance 15-XX

Exhibit B

Ordinance No. 15-XX

AN ORDINANCE AMENDING TITLE 4, CHAPTER 15 OF THE MUNICIPAL CODE OF PARK CITY, TO ALIGN FOR-HIRE VEHICLE LICENSING REQUIREMENTS WITH THE STATE OF UTAH'S TNC LICENSING REQUIREMENTS

WHEREAS, the City Council supports creating an equitable treatment of local, traditional For-Hire licensees,

WHEREAS, City Council seeks to protect the safety and well-being of Park City's citizens and guests,

WHEREAS, City Council seeks to protect the image of Park City as a world class resort town,

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PARK CITY, UTAH THAT:

Section I. FINDINGS. The above-recitals are hereby incorporated herein as findings.

Section II. AMENDMENT. Title 4, Chapter 15 of the Municipal Code is amended to read as outlined in Exhibit A.

Section III. EFFECTIVE DATE. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 19th day of November, 2015.

PARK CITY MUNICIPAL CORPORATION

_____
Mayor Jack Thomas

Attest:

_____
Michelle Kellogg, City Recorder

Approved as to form:

_____
Mark Harrington, City Attorney

CHAPTER 15 - FOR-HIRE VEHICLE LICENSING

(Chapter created by Ord. No. 98-45)

4-15-1. DEFINITIONS.

All words and phrases used in this Chapter shall have the following meanings unless a different meaning clearly appears from the context:

(A) **CERTIFICATE OF INSPECTION**. The form pursuant to Section 4-15-5 certifying the for-hire vehicle has passed all requirements established in the Park City vehicle inspection checklist. Park City will accept a current Salt Lake City Vehicle Inspection Checklist in lieu of a certificate of inspection.

(B) **FARE**. The consideration or charge of a for-hire vehicle to provide service for a passenger within Park City. Consideration may include non-cash value such as participating in a commercial promotional activity such as viewing real estate or timeshare information, merchandise or art display, or display of movies, videos, or DVDs within or on a vehicle in exchange for the passenger delivery.

(C) **FOR-HIRE VEHICLE**. A vehicle used to transport passengers for a fee. For-hire vehicles include shuttles, taxicabs, limousines, or similar vehicles used for the purposes outlined in this Chapter.

(D) **FOR-HIRE VEHICLE BUSINESS LICENSE**. A Park City business license issued by Park City authorizing the licensee thereof to conduct a for-hire vehicle business.

(E) **FOR-HIRE VEHICLE DRIVERS LICENSE**. The permission granted by the State through the issuance of a Z endorsement for a person to drive a for-hire vehicles having less than fifteen (15) passengers including the driver.

(F) **FOR-HIRE VEHICLE STICKER**. A sticker issued by the City indicating that the owner of the vehicle has met all requirements to obtain a business license from the City to conduct a for-hire vehicle business.

(G) **SHUTTLE**. A vehicle that travels between fixed locations for a set or predetermined fare.

(H) **TAXICAB**. A vehicle used to transport passengers for a fare.

(I) **BLACK CAR AND LIMOUSINE**. A vehicle that has pre-arranged fees set prior to services.

(J) **BACKGROUND CHECK CERTIFICATE**. Certificate issued by Park City Police that includes the driver's name, Driver's License number, certificate date of issuance and date of expiration and a statement that the certificate holder has met the requirements of the background

check.

(K) **TRANSPORTATION NETWORK COMPANY (TNC)**. The Transportation Network Company Registration Act defines a TNC as an entity that (a) uses a software application to connect a passenger to a transportation network driver providing transportation network services; (b) is not: (i) a For-Hire Vehicle and (c) does not own, control, operate, or manage the vehicle used to provide the transportation network services.

(Amended by Ord. Nos. 00-60; 02-48; 02-52; 11-07)

4-15-2. REQUIREMENTS FOR FOR-HIRE VEHICLE OPERATION.

(A) No person shall operate or permit a for-hire vehicle owned or controlled by such person to be operated as a vehicle for hire upon the streets of Park City without first having obtained a for-hire vehicle business license from the City in accordance with the procedures established in this Chapter.

(B) No person shall operate or permit a for-hire vehicle owned or controlled by such person to be operated as a vehicle for hire upon the streets of Park City without first having obtained commercial transportation insurance coverage for at least $1,000,000 ~~$750,000~~ per vehicle if the vehicle provides taxicab service, has a seating capacity of fifteen ~~eight~~ (15~~8~~) passengers or fewer, including the driver, and is not operated on a regular route~~., or $1,500,000 per vehicle if the vehicle's seating capacity is fifteen (15) passengers or less including the driver.~~ If the vehicle seats sixteen (16) or more passengers, including the driver, the owner is to provide proof of commercial transportation insurance coverage for at least $5,000,000~~.00~~ per vehicle. Proof of this commercial insurance shall be required prior to the issuance of the for-hire vehicle permit.

(C) No person shall operate or permit a for-hire vehicle owned or controlled by such person to be operated as a vehicle for hire upon the streets of Park City without first having obtained a certificate of inspection.

(D) All vehicles that have been licensed by the City shall be issued a for-hire vehicle sticker that shall be used as an identifying marking. The for-hire vehicle sticker must be placed on the bottom left corner of the rear window of the vehicle on the driver's side. The for-hire vehicle sticker shall be issued by the City and the numbers on the sticker shall correspond to the numbers on the business license.

(E) All for-hire vehicles shall have in the drivers possession a copy of the current ~~certificate of inspection~~vehicle registration ~~or Salt Lake City Corporation Vehicle Inspection Checklist~~, copy of the business license, proof of insurance as required in Section 4-15-2(B), and the driver shall have a "Z" or "P" endorsement on their Utah State driver's license. Failure to produce any of this information may result in the issuance of a citation.

(F) For the purpose of this section, the term 'operate for hire upon the streets of Park City' shall not include the transporting, by a for-hire vehicle properly licensed in a jurisdiction outside the corporate limits of the City, of a passenger or passengers for hire where a trip shall originate

with the passenger or passengers being picked up outside the corporate limits of the City and where the destination is either within or beyond the City corporate limits. The term 'operate for hire upon the streets of Park City' means and shall include the soliciting or picking up of a passenger or passengers within the corporate limits of the City, whether the destination is within or outside of the corporate limits of the City.

(G) All office space must comply with Title 15, Park City Land Management Code.

(Amended by Ord. Nos. 02-48; 02-52; 04-61)

4-15-3. DRUG FREE WORKPLACE REQUIREMENT

(A) Consistent with U.C.A. Sections 34-38-101 et.seq., as amended, all for-hire vehicle licensees shall adopt and implement a drug free workplace policy prior to obtaining a business license from the City. All for-hire licensees shall certify that the licensee has adopted such a policy prior to being issued a for-hire business license from the City.

(B) The for-hire licensee shall publish and provide a written policy statement to all employees informing them that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees who violate the policy.

(C) The for-hire licensee shall notify all employees that as a condition to employment, the employee shall abide by the terms of the drug free workplace policy statement and shall notify the employer within five (5) calendar days if he or she is convicted of criminal drug or alcohol related violations.

(D) The drug free workplace policy shall include the establishment of a drug free awareness program to make employees aware of:

(1) the dangers of drug and alcohol abuse in the workplace;
(2) the licensee's policy of a drug free workplace;
(3) any available drug counseling, rehabilitation and employee assistance programs; and
(4) any penalties or disciplinary action that may be imposed upon an employee for violation of the drug free workplace policy.

(E) The for-hire licensee shall notify the City within ten (10) calendar days after receiving notice that an employee has been convicted of a criminal drug violation in the workplace.

(F) The licensee shall make an ongoing, good faith effort to maintain a drug free workplace.

(Amended by Ord. No. 11-07)

4-15-9. BACKGROUND CHECK REQUIREMENT

(A) Prior to being permitted to operate a for-hire vehicle, all drivers shall obtain a Park City Police issued background check certificate. The background check certificate must be renewed every three years. Operating a vehicle without a background check certificate may result in the suspension or revocation of the For-Hire business license.

(B) ~~All drivers shall obtain a fingerprint card and U.S. Federal Bureau of Investigation (FBI) application materials and submit the FBI Identification Record to the Park City Police Department for review.~~ All drivers shall obtain an original background check report from the Utah Bureau of Criminal Investigation (BCI). All drivers shall also obtain a driver license record report from the Utah Driver's License Division showing "Valid" as License Status. The City shall be permitted to further investigate any information that is relevant to such background checks in order to determine the accuracy of the information. This investigation may include, but is not limited to, requiring the applicant driver to provide additional information. Drivers who possess a current Salt Lake City Vehicle Operator's Certificate (VOC) may submit their VOC in lieu of a~~n~~ BCI ~~FBI~~ Identification Record.

(C) The Park City Police Department shall review the Identification Record of each driver and identify if the driver has engaged in a disqualifying criminal offense, as set forth by this section. A driver is deemed to have engaged in a disqualifying criminal offense if the driver has been convicted, or found not guilty by reason of insanity, of any of the crimes listed in this section, or of a conspiracy or attempt to commit any such crime, in any jurisdiction during the five (5) years preceding the request for the certificate. Disqualifying offenses shall include:

(1) Murder;
(2) Assault or aggravated assault
(3) Kidnapping or hostage taking
(4) Rape, aggravated sexual abuse or other sex crime, including, but not limited to, unlawful sexual activity with or sexual abuse of a minor, enticing a minor over the internet, unlawful sexual intercourse or conduct, object rape or sodomy, forcible sexual abuse, aggravated sexual assault, sexual exploitation of a minor, incest, lewdness or obscene acts, sex acts for hire, or solicitation of sex.
(5) Stalking
(6) Unlawful possession, use, sale, distribution, or manufacture of an explosive or weapon.
(7) Extortion
(8) Robbery, burglary, theft, bribery
(9) Distribution of, or intent to distribute, a controlled substance.
(10) Felony arson
(11) Felony involving a threat
(12) Felony involving willful destruction of property.
(13) Felony involving dishonest, fraud, or misrepresentation.
(14) Possession or distribution of stolen property.
(15) Felony involving importation or manufacture of a controlled substance.
(16) Illegal possession of a controlled substance punishable by a maximum of imprisonment of more than one year.
(17) Reckless driving, driving while under the influence of alcohol or a controlled substance, or being in or about a vehicle while under the influence of alcohol or a controlled substance with the intent of driving.
(18) Felony involving a driving offense. (D) If a driver's criminal record discloses arrests for a disqualifying offense without indicating disposition, the Police Department must investigate and make a determination as to whether the arrest resulted in a disqualifying offense as provided under this section.

(E) Prior to making a final decision to deny a background check certificate, the Police Department shall advise the driver that the Identification Record discloses a disqualifying offense. If the driver's Identification Record inaccurately contains a disqualifying offense, the driver may seek to complete or correct the Information Record by contacting the local jurisdiction responsible for the information and the BCI ~~FBI~~ within thirty (30) days following notice of the disqualifying information. The driver must also notify the Police Department and indicate their intent to correct any inaccurate information. The Police Department must then receive a copy of the BCI ~~FBI~~ record or certified true copy of the information from the appropriate court before granting a background check certificate. If no such notification is received within the thirty (30) day period, the Police Department shall make a final determination based on available information.

(F)) If the Park City Police Department determines that there is no disqualifying criminal offense on a driver's record within five years of requesting the certificate or if the driver possesses a valid Salt Lake City Vehicle Operator's Certificate (VOC) and the driver has a valid "C", "-P" or "Z" endorsement on his or her Driver's License, it shall issue the background check certificate.