



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
October 10, 2019**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Ave, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, October 10, 2019.

CLOSED SESSION - 2:00 p.m.

To Discuss Property, Personnel, and Litigation

STUDY SESSION

3:30 p.m. - Community-Wide Recreation Survey Discussion
[Recreation Survey Results Staff Report](#)

5:00 p.m. - Break

WORK SESSION

5:15 p.m. - Park City Vision 2020 Project Update
[Vision 2020 Staff Report](#)

5:45 p.m. - Woodside Park Phase I Update
[Sales of Woodside Park Phase 1 Staff Report](#)

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. RECOGNITION FOR SERVICE

1. Consideration to Adopt Resolution 20-2019, a Resolution Acknowledging Michelle Henry's Retirement from Park City Municipal Corporation and Recognizing her many Contributions in Providing Service to Park City
(A) Public Input (B) Action
[Henry Retirement Staff Report and Resolution](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. 2019 Wildfire Season Update
[Wildfire Season Staff Report](#)
2. State Reporting Requirements for Moderate Income Housing Plans
[Moderate Income Housing Staff Report](#)
3. City Council Meeting Closed Captioning Service
[Closed Captioning Staff Report](#)
4. 2020 Budget Guide & Monthly Budget Reporting for September 2019
[FY20 Budget Guide and Monthly Budget Reporting Staff Report](#)
[Exhibit A: 2020 Budget Guide](#)
[Exhibit B: Expenditure Report- September 2019](#)
[Exhibit C: Revenue Report- September 2019](#)

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

V. CONSENT AGENDA

1. Request to Approve a Concessionaire Agreement in a Form Approved by the City Attorney with Jans Ltd. dba "White Pine Touring Nordic Center" to Operate the Nordic Center at the Park City Municipal Corporation Golf Course and Various Pieces of Open Space
[Golf Course Concessionaire Staff Report](#)

VI. NEW BUSINESS

1. Consideration to Approve Ordinance No. 2019-51, an Ordinance Approving the Kings Crown Resubdivision First Amended Plat, Located at 1271 Lowell Avenue and 1217 Rothwell Road, Park City, Utah
(A) Public Hearing (B) Action
[Kings Crown Resubdivision Staff Report](#)
[Exhibit B: Applicant's Project Description](#)
[Exhibit C: Survey](#)
[Exhibit D: Aerial Photograph](#)
[Exhibit E: Site Photographs](#)
[Exhibit F: Current Plat](#)
[Exhibit G: Amended MPD and CUP Findings of Fact, Conclusions of Law, and Conditions of Approval](#)
[Exhibit H: Amended Housing Mitigation Plan](#)
2. Consideration to Approve Ordinance No. 2019-52, an Ordinance Approving the Kings Crown Townhome Condominiums, Located at 1217 Rothwell Road, Park City, Utah.
(A) Public Hearing (B) Action
[Kings Crown Staff Report and Ordinance](#)
[Exhibit B: Applicant's Project Description](#)

Exhibit C: Survey
Exhibit D: Aerial Photograph
Exhibit E: Site Photographs
Exhibit F: Current Recorded Plat Kings Crown Resubdivision
Exhibit G: Proposed Kings Crown Resubdivision First Amended
Exhibit H: Amended MPD and CUP Findings of Fact, Conclusions of Law, and Conditions of Approval
Exhibit I: Amended Housing Mitigation Plan

3. Consideration to Approve a Purchase Agreement to Acquire the 9.51 acre Daderko Property from Utah Open Lands, for \$95,000 in a Form Approved by the City Attorney
(A) Public Hearing (B) Action
[Daderko Purchase Staff Report](#)
[Attachment I: Purchase and Sale Agreement](#)
4. Consideration to Approve a Purchase Agreement to Dispose of Lot 4, Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility- Fourth Amendment Amending Lot 4, Consisting of 2.5 acres, to the Park City Fire District in the Amount of \$1,000,000
(A) Public Hearing (B) Action
[Fire Station Disposition Staff Report](#)
[Attachment 1: PCFD Lot 4 Purchase Agreement](#)

VII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: October 10, 2019

Submitted by: Ken Fisher

Submitting Department: Recreation

Item Type: Staff Report

Agenda Section:

Subject:

3:30 p.m. - Community-Wide Recreation Survey Discussion

Suggested Action:

Attachments:

[Recreation Survey Results Staff Report](#)



City Council Study Session Report

Subject: Citizen Survey on Recreation
Author: Ken Fisher, Recreation Manager
Department: Recreation
Date: October 10, 2019
Type of Item: Study Session

Background

- Park City Recreation has completed statistically valid community surveys in 2007, 2012 (with Basin Rec) and 2019 (with Basin Rec). The results of these surveys have guided decision making when looking at future facilities and new programming. The 2007 survey indicated that the most important improvement we could make would be to renovate the Racquet Club.
- Park City & Basin Recreation completed a statistically valid citizen survey in the spring 2019. The survey was contracted through Y2 Analytics. Kyrene Gibb from YS Analytics will present the results to Council.
- 398 residents within the boundaries of the Snyderville Basin and Park City area participated in this survey. The goal was 400 participants.
- Residents were randomly selected to participate via address-based sampling using records from the publicly available registered voter file + additional addresses purchased from a third-party vendor.
- Invitations to participate in the survey were sent via email or postal mail to 6,500 households in zip codes 84060, 84068, and 84098.
- Survey was offered in both English and Spanish, and mailed invitations to participate in the survey were printed in both languages.
- Data have been weighted to reflect population statistics from the Utah registered voter file and the U.S. Census' American Community Survey to ensure that the sample is representative of the region as a whole, specifically in regards to age and gender.
- Self-administered online interviews conducted April 16-May 15, 2019.
- Margin of error +/-4.7 percentage points
- An open-access (non-scientifically sampled) version of the survey was also fielded after the conclusion of the scientific survey. Comparisons are made throughout this report where relevant, but no margin of error or response rate can be reported for the 1,123 responses in the open-access sample as these data are unweighted.

Key Takeaways

Top facilities & programs

- 4-out-of-5 Snyderville Basin and Park City respondents give the overall quality of the recreational amenities in the area an "excellent" rating.
- Basin residents gravitate most toward Willow Creek and Trailside Parks with City Park being the third most popular, while PC residents overwhelmingly prefer City Park, followed by Willow Creek and Library Field.
- The Basin Recreation Fieldhouse is the most popular facility overall, followed by the PC MARC. As may be expected, there is some regional bias here with Basin

residents favoring the Fieldhouse and PC residents frequenting the PC MARC more often.

- Adult fitness programs were selected as important to survey respondents more often than any other programs or activities, and community wellness programs, adult sports leagues, adult Nordic programs, and senior programming were also frequently selected as important to survey respondents.
- Locals visit Round Valley far more than any other open space recreation area, with Willow Creek and Run-A-Muk trailing closest behind.

Potential investments

- Basin & PC residents would most be most interested in new outdoor golf learning centers and indoor aquatics/leisure pools if they were available in the area, but 28% of residents say they would likely not use any of the proposed additional facilities.
- 57% of PC respondents say they use the PC MARC at least once a week, but 85% of residents expect that they would use the PC MARC at least once a week if their preferred programming areas were added to the facility. PC residents express the most interest in additional weight/cardiovascular areas, indoor lap lanes for swimming, or a functional/plyometric training area.
- Overall a future investment in ice was not a priority for residents.
- One-in-five residents are willing to pay between \$50-\$99 annually to fund parks and recreational development.
- On average, locals are interested in putting a larger portion of funding towards trails, then open space and off-leash areas. Residents overall support taxes going towards funding trails more than to any other program. Residents who offered specific suggestions as to the types of projects for which they would support tax increases or additional spending frequently mentioned more trail access & amenities.

Council Agenda Item Report

Meeting Date: October 10, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:00 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: October 10, 2019

Submitted by: Linda Jager

Submitting Department: Community & Public Affairs

Item Type: Work Session

Agenda Section:

Subject:

5:15 p.m. - Park City Vision 2020 Project Update

Suggested Action:

Attachments:

[Vision 2020 Staff Report](#)

City Council Staff Report

Subject: Park City Vision 2020 Project Update
Authors: Jed Briggs, Budget Operations & Strategic Planning Manager
 Linda Jager, Community Engagement Manager
Department: Budget & Community Engagement
Date: October 10, 2019
Type of Item: Work Session

Summary

Park City Municipal Corporation (PCMC) has launched a community visioning project - Park City Vision 2020 - through the remainder of 2019. To keep Council and the community apprised of the Park City Vision 2020 project progress, staff and the project team from Future iQ will provide monthly updates to Council detailing ongoing visioning activities and events. Staff and the project team seek Council feedback on the process, current results, and upcoming activities.

Project Timeline:



Project Update

The project team has been scheduling, facilitating and summarizing an extensive series of Community Visioning sessions. In September, over 100 residents and stakeholders participated in sessions that included PCHS Latinos in Action students, Park City's neurodiversity community group, Coffee with Council, and PCMC staff. The Future iQ team will share preliminary results from the Visioning Survey, which was completed by attendees participating in September's Community Visioning Sessions.

During the week of October 7-11, the Future iQ team and City staff will be facilitating another series of sessions for local stakeholder groups including the Historic Park City Alliance, Park City Board of Realtors, Park City seniors, Park City Chamber Board of Directors, Park City School District leadership staff, and additional PCMC staff. This month, staff included an additional Vision 2020 presentation to the Park City Area Lodging and Restaurant Association.

Staff continues promotion of the Community Survey, which has over 650 responses. Please visit the [data visualization link](#) for Community Survey results. Planning and promotion of the Future of Park City Summit, scheduled for Wednesday, November 20, 6-8p at the Christian Center of Park City, is underway. This community-wide event will be facilitated by David Beurle, who will present the results from the Think-Tank, Engagement Sessions, and Community and Vision Surveys.

Department Review

Budget, Community Engagement, Executive, and Legal.

Council Agenda Item Report

Meeting Date: October 10, 2019

Submitted by: Anne Laurent

Submitting Department: Community Development

Item Type: Work Session

Agenda Section:

Subject:

5:45 p.m. - Woodside Park Phase I Update

Suggested Action:

Attachments:

[Sales of Woodside Park Phase 1 Staff Report](#)

City Council Staff Report

Subject: Woodside Phase I Update
Author: Anne Laurent & Jason Glidden
Department: Community Development – Housing
Date: October 10, 2019
Type of Item: Work Session

At the September 26, 2019, City Council meeting, Council requested a status update on the Woodside Phase 1 community housing development. Staff continues to make progress towards meeting the City's goal of adding 800 housing units to the City's affordable/attainable housing inventory by 2026. The approval and development history of the Woodside Phase I project is outlined below in the background section. Staff anticipates the unit selection process to be advertised and started by the end of September.



As you know, Woodside Phase I adds 11 (7 homes plus 4 studio units attached to each) new deed restricted housing units to the City's inventory, and staff is aggressively working to complete construction and planning requirement in order to sell the units before year end. The project design and construction was delivered on-time (excluding valid weather delays last winter) and on-budget. Project construction cost were \$5,233,603 using LPA RDA cash and tax-exempt bonds. Staff projects sales revenue of \$2,704,000 that will be returned to the City's community housing development fund. This amount does not include the additional unit retained by the City. The following items require completion before the Woodside Phase I units can be sold:

- Certificate of occupancy (CO) has not been issued because the condo plat is not recorded pending final CC&Rs - addresses are required for CO and

purchase/sale agreements. Staff anticipates that all these items will be completed by the end of October;

- CC&Rs were reviewed by outside counsel –creating a new template for CC&Rs and the studio units caused some challenges and delay;
- PERS Certification to aid in Fanny Mae financing approval - application has been submitted and staff is awaiting answer back from HUD. This certification helps first time home buyers to secure financing on the project;
- Selection process and planning – previous selection and verification processes proved challenging and labor intensive. As a result, staff issued an RFP on October 1st to procure outside services (proposals due October 18th). The intent of the use of third party in the application process is to try to provide one central location for applicants to submit applications for any of the housing projects, regardless of who is developing the units;

Staff has worked with local partners and scheduled a community housing educational program that every qualified homeowner will be required complete prior to purchasing a deed-restricted unit. These include a one hour general orientation, and a 6 hour HUD First Time Homeowners Class. These programs are scheduled in October, November, and December. Response for the October 12th class has been strong.

Once the application process is set for release, Housing staff will work with the Community Engagement Department to implement the marketing plan that was presented to City Council earlier this year ([link, p. 257](#)). This plan includes outreach via local media outlets (KPCW, Park Record, and Park City Television), social media, emails to housing contact list and local employers, the City's website, as well as Mountainlands Community Housing and Habitat for Humanity communication channels.

Background

- On August 25, 2016, the City Council directed staff to pursue four single-family homes and four townhomes, each with an accessory apartment on the parcel where the former fire station sits on Park Avenue. The project includes a shared parking lot to the rear at 1364 Woodside. Council additionally asked staff to consider different approaches to construction to better understand the community impact/disruption as well as cost of construction. This project is considered Phase I.
- On October 20, 2016 Council provided direction on the design details of Phase 1 - housing at the former fire station parcel, including ([link](#)):
- On January 5, 2017 Council approved a contract with Elliott Workgroup (EWG) to complete design construction documents and administration for Phase 1 ([link, p.129](#)).
- During the pre-construction services phase the construction manager working with the design team of EWG and staff reviewed the proposed schematic design and design development drawings and provided a cost estimate. The cost estimate helped determine the final budget request for FY 2018.
- On March 30, 2017, City Council Approved a CMAR contract with New Star General Contractors for pre-construction services consist of participating in regular design team meetings, site investigations, scheduling, develop methods for the upgrade

work, cost estimating value engineering, and help the team with the Historic District Design Review drawings, design and preservation plan. It was expected that at about 90% construction documents the construction manager would develop a Guaranteed Maximum Price (GMP) for the project. Prior to the start of construction.

- Council approved the pricing & Selection Process ([link, p. 257](#))
- Substantial construction completed on July 15, 2019, and a public Open House to tour the project was held on September 18, 2019.

Council Agenda Item Report

Meeting Date: October 10, 2019

Submitted by: Ken Fisher

Submitting Department: Recreation

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Adopt Resolution 20-2019, a Resolution Acknowledging Michelle Henry's Retirement from Park City Municipal Corporation and Recognizing her many Contributions in Providing Service to Park City
(A) Public Input (B) Action

Suggested Action:

Approve Resolution

Attachments:

[Henry Retirement Staff Report and Resolution](#)



City Council Staff Report

Subject: Michelle Henry Retirement
Author: Ken Fisher, Recreation Manager
Department: Golf, Recreation, Ice & Library
Date: October 10, 2019
Type of Item: Administrative

Summary Recommendation

Enact the resolution for the retirement of Michelle Henry after 30 years of work with Park City Municipal Corporation in the Recreation Department.

Background

Recreation Staff would like to inform City Council of the retirement of Michelle Henry as of October 15, 2019. Hired on August 10, 1989, Michelle has worked in a variety of roles for Park City Recreation. She was originally hired as an office assistant that typed documents for staff. Michelle eventually had the only computer in the office and her specialty was making program flyers. Michelle went into the City's Professional Development Program and became an Analyst II. As part of that program she went back to school and received her Associates Degree in 2010. As an Analyst she was the project manager for the skatepark expansion in 2006. Michelle's next step in her career path with the City was to become the Business & Marketing Coordinator for the Recreation Department where she was responsible for the PLAY magazine, marketing and budget tracking. Michelle's final stop on her career path was as a Recreation Supervisor where she oversaw the PC MARC front desk, pro shop and pickleball among many other tasks.

For the past 30 years, Michelle has worked in a full-time position with the Recreation Department fulfilling many roles. She has been a key contributor to delivering a high level of customer service, facility accolades, staff and department awards. We are excited for her future endeavors and new adventures that lie ahead.

Department Review

Legal, Recreation & Library and Executive

Attachments

A Michelle Henry Retirement Resolution

**RESOLUTION ACKNOWLEDGING MICHELLE HENRY'S RETIREMENT FROM
PARK CITY MUNICIPAL CORPORATION AND RECOGNIZING HER MANY
CONTRIBUTIONS IN PROVIDING SERVICE TO PARK CITY**

WHEREAS, it is with great reluctance that the City accepts Michelle Henry's resignation after 30 years of extraordinary service; and

WHEREAS, Michelle Henry since 1989 has performed skilled administrative support, project management and complex duties with the recreation department, recreation facilities and programming; and

WHEREAS, she worked in a variety of roles and services as an office assistant, analyst, marketing and recreation supervisor; working diligently in her daily duties, striving for excellence, with high standards; and

WHEREAS, she excelled in staff management of the front desk & pro shop, facility oversight, budget tracking, marketing, and project management: and

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council hereby deems it appropriate to acknowledge Michelle Henry for her diligence and hard work at making Park City a better community over the past 30 years. Her performance at the City spells continued success in any future endeavor she chooses.

PASSED AND ADOPTED this 10th day of October, 2019

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

APPROVED TO FORM:

Mark D. Harrington, City Attorney

Council Agenda Item Report

Meeting Date: October 10, 2019

Submitted by: Mike McComb

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

2019 Wildfire Season Update

Suggested Action:

None, for information only

Attachments:

[Wildfire Season Staff Report](#)



City Council Staff Communications Report

Subject: 2019 Wildfire Season
Authors: Dave Thacker, Wade Carpenter, Eric Hales, Mike McComb
Departments: Chief Fire Official, Police, Fire Marshal, Emergency Management
Date: September 26, 2019
Type of Item: Informational

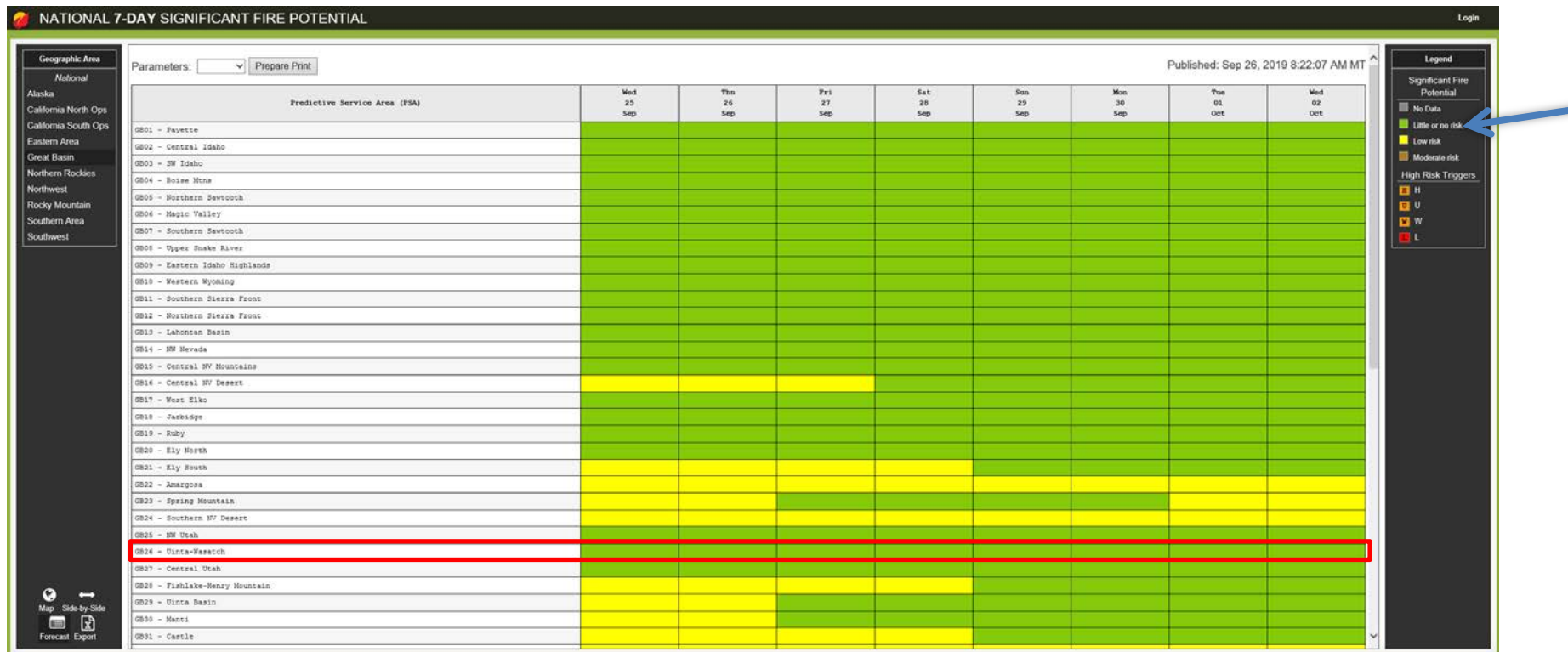
Background: Living in the wildland-urban interface (WUI), while beautiful and amazing, brings with it a very real risk of wildfire, which under certain circumstances could deliver a severe economic blow to the City. Wildfire is the primary natural hazard in the region, both in terms of potential severity and likelihood. As we move into the fall season, traditionally a period of reduced wildfire risk, staff wanted to provide a brief summary of conditions and the wildfire season itself.

The 2018-19 winter produced a significant amount of snowpack which reached 142-162% of the 1981-2010 average, resulting in higher fuels moisture content and a lower wildfire risk overall throughout the Wasatch Back for most of the summer. However, while the conditions resulted in a lower relative wildfire risk compared to 2018, Summit, Wasatch, Salt Lake, and Utah Counties still experienced a number of fires. Most recently, on September 14th a small fire on Highway 189, just south of Deer Creek Reservoir in Wasatch County, fueled by warm temperatures, dry fuels, and high winds quickly expanded to more than 85 acres before it was contained and extinguished. Highway 189 was briefly closed in both directions due to the risk. Additionally, a number of fires have occurred throughout Salt Lake Valley over the past few weeks, with some fires threatening residences and briefly forcing evacuations.

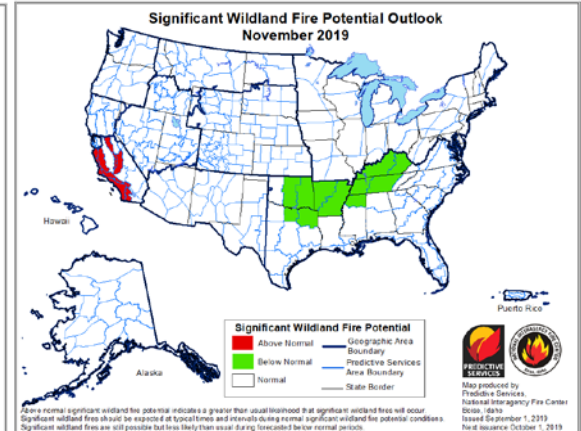
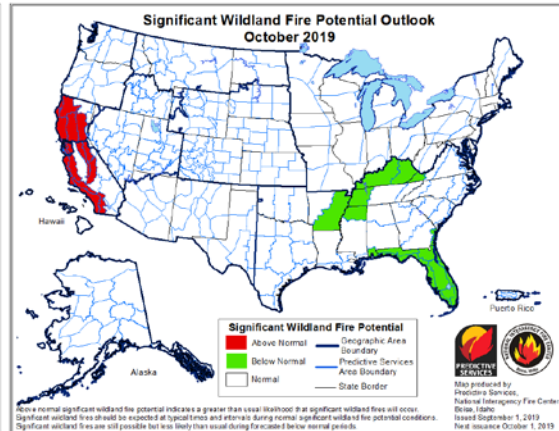
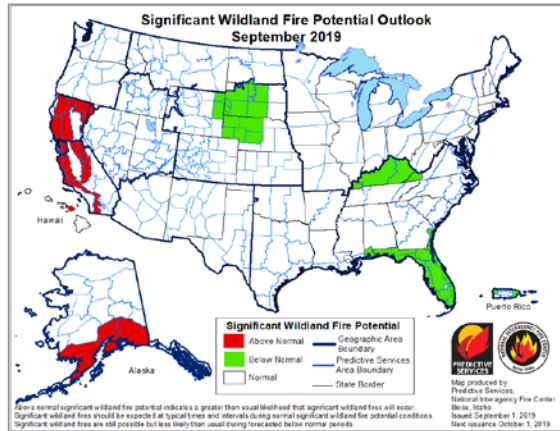
As of September 26, the Great Basin Coordination Center (GBCC), which covers Arizona, Nevada, Idaho, Utah, and Wyoming for the National Interagency Coordination Center (NICC), forecasts little to no to low risk for our region (Attachment A) for the subsequent seven-day period. This forecast takes into account multiple factors such as predominant fuels moisture, humidity levels, wind, and air temperature, as well as forecast atmospheric stability and precipitation. Sagebrush live fuel moisture values have dropped to near or below seasonal normal levels across much of the geographic area. However, live fuel moisture will gradually increase in the coming days as precipitation and cooler temperatures begin to take effect. Longer-term outlooks for fire risks reflect decreasing average daily temperatures, and increasing periods of precipitation. As such, normal fire potential is expected in all areas within the GBCC through December, with fire activity forecast to gradually decrease through the remainder of September, with minimal fire activity through October and November (Attachment B). The only caveat would be the potential for brief upticks in fire activity on windy days, following dry periods, if there are ignitions in areas where fine fuel levels resulting from the higher snowpack are above normal.

Recommendation:

This is informational and no recommendation is proposed at this time. This report will be discontinued unless conditions warrant further reports.



Significant Wildland Fire Potential Outlooks September - November 2019



Council Agenda Item Report

Meeting Date: October 10, 2019

Submitted by: Jason Glidden

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

State Reporting Requirements for Moderate Income Housing Plans

Suggested Action:

No action required.

Attachments:

[Moderate Income Housing Staff Report](#)



City Council Staff Communications Report

Subject: State Reporting Requirements for Moderate Income Housing Plans
Author: Jason Glidden, Housing Development Manager
Department: Affordable Housing
Date: October 10, 2019

Utah Senate Bill34 - Affordable Housing Modifications requires local communities to plan for housing for residents of all income levels and coordinate housing production in proximity to transportation systems. As a result, Utah cities are required to develop a Moderate Income Housing Plan as part of their general plan.

Park City has had a robust housing plan for several years and our current plans exceed the majority of SB34 requirements. Park City's plans, however, will require some minor additons to better articulate how our housing initiatives directly link with the City's transportation program. The changes will not impact the direction, current goals or timeline of our affordable housing development program.

Additional SB34 requiremnts include reporting on an annual basis rather than every two years and formal acceptance of the plan in the City's general plan. For Park City, this requires Planning Commission to review the document in work session and return in new business to provide a recommendation to City Council. The plan will then go to City Council for formal approval. In the past, the plan was presented at a City Council work session and then forwarded to the State. With a deadline of reporting to the State by December 1, 2019, staff is preparing reports and recommendations as follows:

1. Special Meeting of Planning Commission on Weds, October 16.
 - a. Presentation of the proposed Housing Plan in Work Session
 - i. Description of reporting requirements
 - ii. Amended Housing Plan addressing new format and in the form of a Housing Element to the General Plan.
 - iii. New Housing Element presented as an amendment to the existing General Plan
 - b. Presentation in Regular Agenda for vote on a recommendation to City Council
2. City Council Meeting on November 7, 2019
 - a. Presentation of Planning Commission Recommendation to City Council for discussion and adoption.

Please let staff know if you have any questions or concerns with the proposed schedule changes to the plan required by SB34, or overall approval process for the Moderate Income Housing Plan.

Council Agenda Item Report

Meeting Date: October 10, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

City Council Meeting Closed Captioning Service

Suggested Action:

Note: This report has been resubmitted in an effort to receive feedback from the public prior to making budgetary decisions on closed captioning services.

Attachments:

[Closed Captioning Staff Report](#)



City Council Staff Communications Report

Subject: Council Meeting Closed Captioning Services

Author: Michelle Kellogg

Department: Executive

Date: October 10, 2019

Item: Administrative

Note: This report has been resubmitted in an effort to receive feedback from the public prior to making budgetary decisions on closed captioning services.

Closed captioning services for City Council meeting live stream audio has been implemented since January, 2019. Council approved a one year pilot of the service and requested an evaluation at the end of the year. Staff contacted the Granicus team, who administers the closed caption service, and they indicated there was no way to measure the usage of this service.

Staff promoted closed caption service for the following reasons:

1. It benefits the hearing impaired persons who want to listen/participate in City meetings.
2. The community is aging. It benefits seniors, who process conversations at a little slower speed and lose their hearing as they age.
3. It benefits those who speak English as a second language and may not have the same level of literacy.
4. It offers an additional option for community members who are visual/linguistic learners to further engage with City meetings.

The captioning service benefits the above mentioned individuals, but has some drawbacks:

1. It costs approximately \$20,000 per year or ~\$700 per meeting.
2. It is labor intensive for staff to edit the captions in order to make them readable before uploading them onto the City website after the conclusion of the Council
3. It has been, and will continue to be, difficult to measure the actual benefit to the community using the existing meeting management system.

At this time, staff requests feedback from the community who use or rely on the closed captions of Council meetings so usage can be determined and evaluated. Social media posts will be used to request feedback, as well as announcements made during Council meetings. If there is little or no feedback, staff may recommend discontinuing the service given the lack of support/usage, labor necessary to edit captioning, and expense. Feedback can be sent to michelle.kellogg@parkcity.org

Council Agenda Item Report

Meeting Date: October 10, 2019

Submitted by: Todd Andersen

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

2020 Budget Guide & Monthly Budget Reporting for September 2019

Suggested Action:

The 2020 Budget Guide is now available. The intent of the Budget Guide is to provide residents and other interested parties with a simple, concise, and understandable overview of Park City's budget. The Budget Guide addresses two questions: 1) How is the City funded? and 2) How are those funds spent? Also, to support the City Council's Critical Priority of Social Equity, the 2020 Budget Guide includes a supplement of pages that are translated into Spanish. This helps further the vision of a complete community where access to opportunities is expanded, and individuals are respected, included, and empowered. Anyone can obtain the 2020 Budget Guide or copies of other official budget documents from City Hall (445 Marsac Ave), or online at parkcity.org. If you have specific questions, please contact the Budget, Debt, & Grants Department. The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be reviewed monthly by Council for all funds.

Attachments:

[FY20 Budget Guide and Monthly Budget Reporting Staff Report](#)

[Exhibit A: 2020 Budget Guide](#)

[Exhibit B: Expenditure Report- September 2019](#)

[Exhibit C: Revenue Report- September 2019](#)



City Council Staff Communication Report

Subject: 2020 Budget Guide & Monthly Budget Reporting for September 2019
Author: Todd Andersen - Budget & Performance Analyst
Department: Budget, Debt, & Grants
Date: October 10, 2019
Type of Item: Informational

2020 Budget Guide

The 2020 Budget Guide is now available. The intent of the Budget Guide is to provide residents and other interested parties with a simple, concise, and understandable overview of Park City's budget. The Budget Guide addresses two questions: *1) How is the City funded?* and *2) How are those funds spent?* Also, to support the City Council's Critical Priority of Social Equity, the 2020 Budget Guide includes a supplement of pages that are translated into Spanish. This helps further the vision of a complete community where access to opportunities is expanded, and individuals are respected, included, and empowered.

Anyone can obtain the 2020 Budget Guide or copies of other official budget documents from City Hall (445 Marsac Ave), or online at parkcity.org/departments/budget-debt-grants. If you have specific questions, please contact the Budget, Debt, & Grants Department.

Attachment A: 2020 Budget Guide

State Compliance Monthly Budget Reporting for September 2019

The attachments within this report consist of Monthly Expenditure and Revenue Reports detailed by Fund and Major Object Type. The format of these reports follows the audit procedure from the State Compliance Audit Guide, the Utah statute and sample summary reports found in the Utah Uniform Accounting Manual. These summary reports should be reviewed monthly by Council for all funds.

Notable Observations:

- Several revenues in the General Fund (*Property Tax, Sales Tax, Recreation*) have lower YTD actuals from the previous FY, which could be due to revenue accruals that haven't been recorded yet. There can be around a 2-month gap from when revenue is accrued, and when it is recorded in the City's budget.

Attachment B: Expenditure Summary by Object and Type
Attachment C: Revenue Summary by Object and Type



Park City Municipal Corporation

2020 BUDGET GUIDE

*A Guide to Understanding the Fiscal Year 2020
Municipal Budget*

The intent of this document is to provide residents and other interested parties with a simple, concise, and understandable overview of the Park City Municipal Corporation (PCMC) budget. The document addresses two questions:



How is Park City Municipal funded?



How are those funds spent?

PCMC operates on a fiscal year that begins July 1 and ends on June 30. The budget for the current fiscal year, referred to as Fiscal Year 2020 (FY20), was adopted on June 20, 2019, and became effective July 1, 2019.

Anyone can obtain more comprehensive information and copies of official budget documents from City Hall (445 Marsac Ave), or online at parkcity.org. If you have specific questions, please contact the:

Budget, Debt, & Grants Department
435.615.5000
budget@parkcity.org



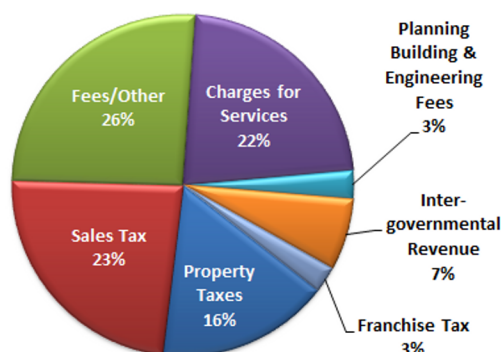
Table of Contents

Executive Summary.....	2
Sales & Property Taxes.....	3
Other Revenue.....	5
Budgeting for Outcomes (BFO)/Allocation.....	6
FY20 Budget Factors.....	8
Council Strategic Goals.....	10
Public Input.....	23
Budget Process Timeline.....	24
City Council.....	25
Supplemental Table.....	26
Park City Demographics.....	28
Glossary of Terms.....	29
Suplemento Español.....	31

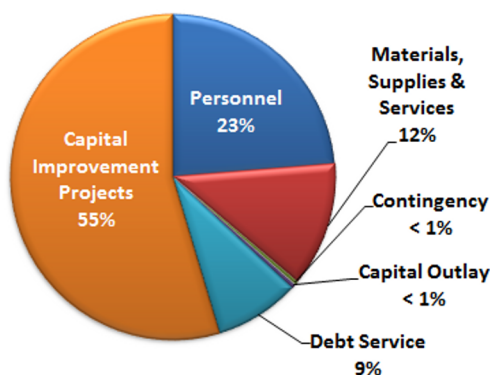
Executive Summary

PCMC's total FY20 budget is **\$183,543,898**, with an operating budget of approximately **\$63.8M**. The pie charts below provide an overview of FY20 revenues & expenditures.

FY20 Projected Revenue



FY20 Budgeted Expenses



Expenses	FY19 Adjusted Budget	FY20 Budget
Operating Expenses	\$61,882,387	\$63,829,499
Capital Expenses	\$191,737,879	\$96,443,245
Debt Service	\$15,628,056	\$14,901,881
Contribution to Reserves	\$0	\$8,369,273
Total:	\$269,248,322	\$183,543,898
Revenues		
Operating Revenues	\$130,270,100	\$130,543,899
Bond Proceeds	\$102,200,608	\$53,000,000
Funding from Previous Years	\$36,777,615	\$0
Total:	\$269,248,323	\$183,543,899

How is PCMC funded?

Though funded by multiple sources, property and sale taxes provide nearly half of PCMC's revenue.

SALES TAX: The total sales tax is made up of several rates levied by the State, County, and City. Of the 9.05% tax on general purchases, the City levies 2.9%. During the 2018 budget season, Summit County Council approved a sales tax increase of .25%. Revenues generated from this tax will provide funding for transportation and transit enhancements. Summit County Council also approved a .20% Sales Tax increase, effective July 1, 2019.

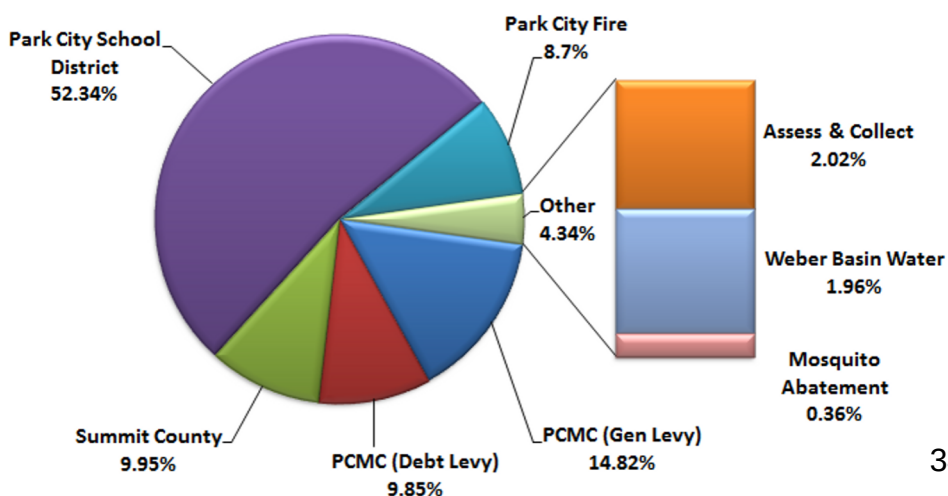
Sales Tax Rates	
Sales and Use Taxes (Effective July 1, 2019)	
State of Utah	
General Sales & Use Tax	4.85%
Summit County	
County Option Sales Tax	0.25%
Recreation, Arts, and Parks Tax	0.10%
Transportation Tax	0.25%
Mass Transit Tax	0.25%
Transportation Infrastructure Tax	0.25%
Transit Capital Expenses	0.20%
Park City	
Local Option Sales Tax	1.00%
Resort City Sales Tax	1.60%
Mass Transit Tax	0.30%
Total Park City "Base"	9.05%
Other Taxes	
Countywide Restaurant Tax	1.00%
Countywide Motor Vehicle Rental Tax	2.50%
Countywide Transient Room Tax	3.00%
Statewide Transient Room Tax	0.32%
Park City Transient Room Tax	1.00%

How is PCMC funded?

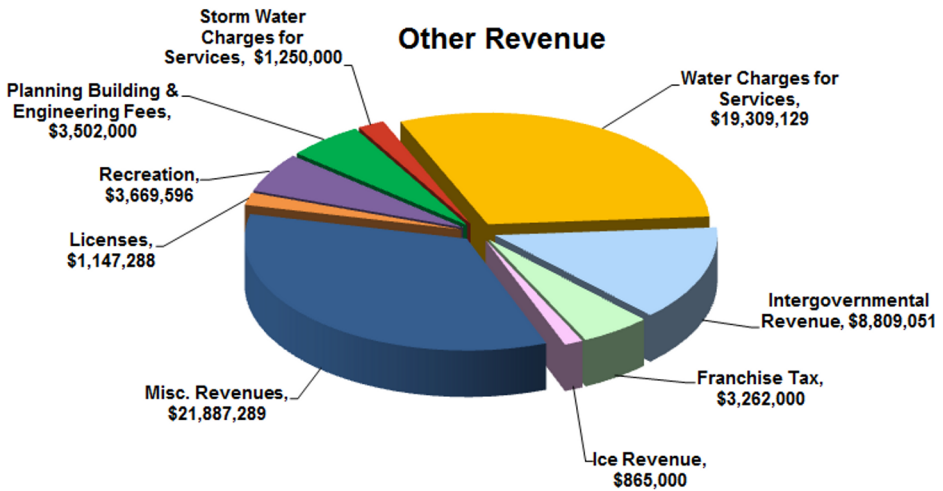


PROPERTY TAX: There are several property tax collecting entities in Park City: Park City School District, Park City Fire District, Summit County, Weber Basin Water District, the Mosquito Abatement District, and PCMC. Summit County assesses taxable property value and collects all property tax. PCMC's certified tax rate is .002059%. Primary residences are only taxed at 55% of their assessed value while secondary residences are taxed at 100% of their assessed value. This year's budget was adopted with **no property tax increase**.

Where Does Your Property Tax Dollar Go?



Other Revenue

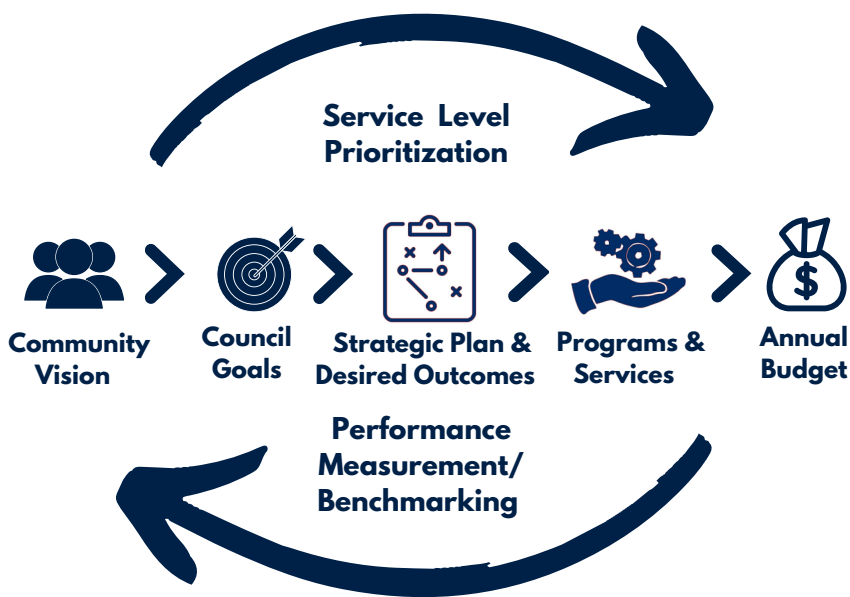


FEES: PCMC has several fees that are assessed on various services such as business licensing, building permits, recreation, and water fees. All fees are levied based on the cost of services provided, and are reviewed regularly and adjusted as necessary. For example, FY20 water rates and fees increased, in part, to fund water quality projects, such as the new 3Kings Water Treatment Plant. Storm Water fees increased by \$0.55 for most residential customers. Finance instituted a service fee on non-utility credit card transactions at or over \$5,000. Recreation, Ice, and Golf fees also increased due to rising costs.

GRANTS: PCMC receives multiple federal and state grants every year that provide funding for public safety, transit (*electric buses*), and water delivery projects.

MUNICIPAL BONDS: Many of PCMC's capital projects are funded through the issuance of debt. General Obligation (GO), or voter approved bonds for PCMC, have been rated **Aaa by Moody's**, as well as **AA+ by S&P and Fitch**. These are the highest ratings given to a resort community. Since 1998, voters have approved over \$40M in GO bonds for the acquisition of open space. Additional debt has been issued for water, walkability, and other capital improvement projects.

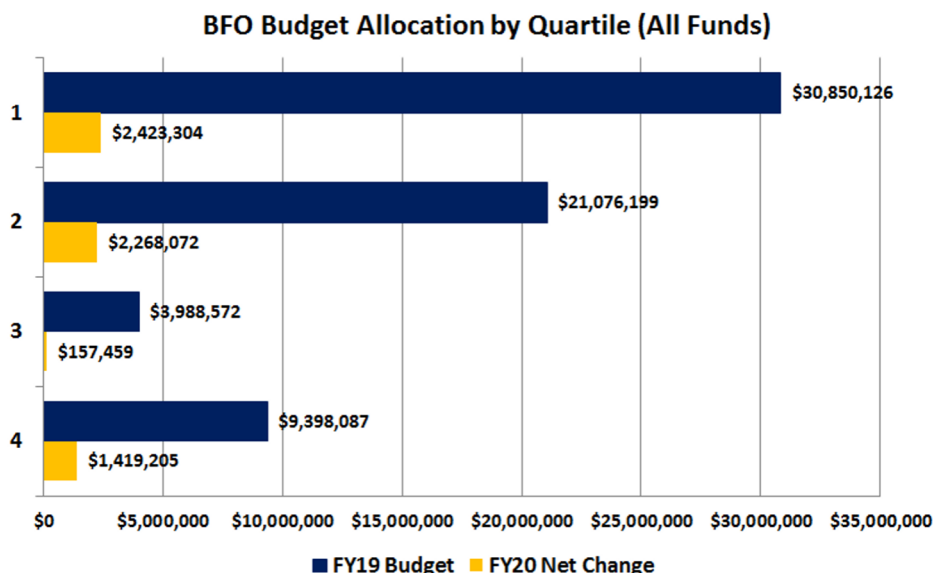
Budgeting for Outcomes



PCMC's **Budgeting for Outcomes (BFO) process** ensures that community and Council priorities/objectives are used as the driving factor for determining the annual budget. BFO begins with a comprehensive review of the organization; next, each program and service is evaluated and ranked based on its cost effectiveness and relevance to the community's priorities. Once completed, Council uses this information to make informed, strategic budget decisions.

Staff input and department requests also play a significant role in the BFO process and help create desired outcomes for each community/Council goal and priority. Defined as observable effects that visibly demonstrate success, the desired outcomes related to each goal serve as guideposts for implementing the annual budget.

BFO Allocation



All programs and services provided by PCMC are ranked based on a set of criteria that help determine their priority level. The programs ranked in the top 25% of all programs are Quartile 1, the next 25% are Quartile 2, and so on.

The bar graph above details how the funds budgeted for FY20 were allocated across the Quartiles. As you can see, with \$30M in Quartile 1, the most money is being spent to fund the highest priorities. The *Net Change* bar is showing the trend of putting more money towards the highest priorities.

FY20 Budget Factors

This section highlights major non-discretionary adjustments and other factors influencing the FY20 budget:



BOND RATING: With a confirmed bond rating of **AA+ by Fitch**, **AA+ by S&P**, and **Aaa by Moody's**, PCMC has “extremely strong financial security.”



HEALTH INSURANCE COSTS: PCMC maintains a health insurance plan through Regence Blue Cross Blue Shield of Utah. Each year, Regence examines our organization's “use” of the plan and its total costs to Regence, and then determines the price for the plan the following year. Remarkably, this year there will be no increase in health insurance, partly due to PCMC's healthy living initiative.



OTHER INSURANCE COSTS: After recommendations from our insurance broker, PCMC will be increasing its dental benefit maximum from \$1,000 to \$1,500. With this change, there is a recommended premium increase of 20.20%. The cost increase is \$56,560. Finally, this year there will be no increase in life insurance costs.

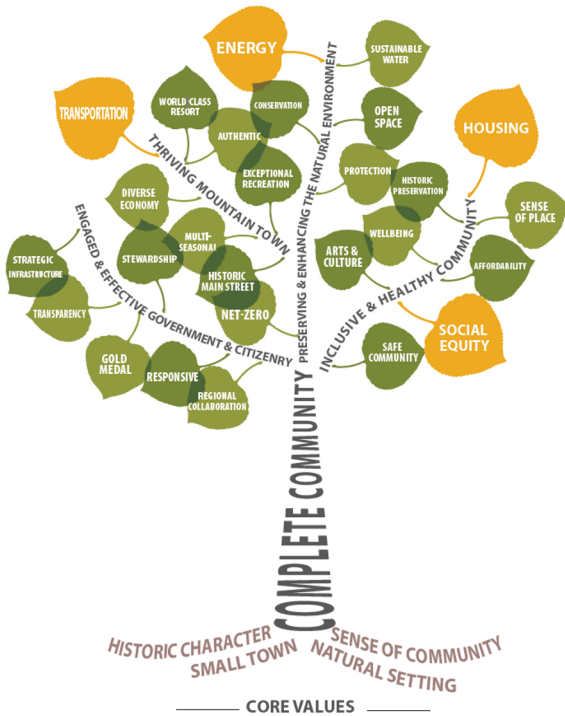


PAY PLAN: The Pay Plan committee convenes every other year in the first year of a budget biennium to evaluate compensation benchmarks for budgeted positions. This budget year is the second of the budget biennium, so the Pay Plan committee did not convene. All pay grades were increased by 2%, in an attempt to keep up with the competitive labor market. The total increase to the budget for this year's 2% increase is \$564,265.



UTILITY INCREASES: The Budget Department, through predictive modelling of utility costs, recommended an increase of \$14,460 for FY20.

Complete Strategic Plan



PCMC's mission statement of **Evolving & Sustaining a Complete Community** gets to the heart of what we are striving to achieve. A complete community balances an exceptional quality of life with managing a thriving mountain town, while continuing to preserve and enhance the natural environment. A complete community is engaged with their government, which is, in turn, responsive to the public. Through community engagement, Council identified **four critical community priorities**:

Transportation



Energy



Housing



Social Equity



By striving to make substantive progress on these four issues, our town will **39** be more complete. For more information, visit parkcity.org/strategicplanning.

Council Strategic Goals



Preserve & Enhance the Natural Environment

PCMC is recognized as environmentally conscious and proud to be working toward net-zero goals. Carbon reduction, energy, clean soils, water conservation programs, and open space acquisition not only attract residents and visitors, they advance the community's environmental goals and preserve the area's natural setting.

Community Critical Priority

Energy: Conservation, Renewable Energy, Carbon Reduction, and Green Building Incentives

Desired Outcomes

- High Quality & Sustainable Water (*Essential*)
- Net-Zero Carbon Government by 2022
- Net-Zero Carbon City by 2032
- Abundant, Preserved & Publicly-Accessible Open Space
- Mitigation of Environmental Pollutants

Council Strategic Goals

Energy

- **Electric Vehicle Chargers (Capital Project):** PCMC aims to install 100 new electric vehicle chargers within City boundaries in 2019. City staff scoped locations and funding for installation of 46 Level II chargers on City property. Through a custom incentive, PCMC secured funding from Rocky Mountain Power to cover half of the project costs for the 46 chargers, or up to \$170k. This results in a high return on investment, and contributes to carbon reduction in Park City.

High Quality & Sustainable Water

- **Budgetary Change:** \$210k for the Water Division's operation and maintenance costs, water assessments, contract services/ consulting, increased utility costs, and increased personnel. This will help sustain the City's water quality, treatment and resources for the community.
- **3Kings Water Treatment Plant (Capital Project):** The existing Spiro Water Treatment Plant is aging and requires significant investment to maintain operations. This project will demolish the existing Spiro Water Treatment Plant and construct the new 3Kings Water Treatment Facility, in order to increase overall water supply resiliency and meet Utah Discharge Elimination Systems permits and state-mandated Compliance Orders.



3Kings Water Treatment Plant - Illustrative Rendering 41

Council Strategic Goals

Abundant, Preserved & Publicly-Accessible Open Space

- **Budgetary Change:** \$53k to change the Trails & Open Space Coordinator from a contract position to a full-time position. The Trails & Open Space Coordinator works to protect and maintain Park City's trails and open space areas, which increased with the acquisition of Bonanza Flat and Treasure Hill.
- **Treasure Hill & Armstrong/Snow Ranch Pasture:** Both properties are arguably some of the last major or significant developable pieces of property in Park City that has the potential to drastically impact the community's identity and quality of life. This purchase will protect more than 119 acres of forest and hiking trails, preserve Old Town's historic character and scale, and avoid the neighborhood impacts of construction and development.



Snow Ranch Pasture

Council Strategic Goals



Thriving Mountain Town

Park City is renowned as a world-class resort community because of its premiere ski resorts, distinct and recognizable brand, and seamless network of multi-modal transportation. Park City has struck a unique balance between tourism and sustaining an exceptional quality of life for residents. Visitors and residents recognize the community's benefits: fantastic snow, great summer weather, expansive trails, special events, and unique, small businesses.

Community Critical Priority

Transportation: Congestion Reduction, Local & Regional Plans

Desired Outcomes

- World-class Resort Community
- Resilient and Sustainable Economy
- Wide Variety of Exceptional Recreation
- Varied and Multi-Seasonal Event Offerings
- Balance Between Tourism and Local Quality of Life
- Sustainable and Effective Multi-modal Transportation

Council Strategic Goals



Transportation

- **Budgetary Change:** \$975k for transit materials, supplies, and personnel; \$665k of which goes towards the electric bus battery service lease/agreement. The shift of our transit fleet from diesel fuel to renewable energy shows PCMC's commitment to environmental stewardship.

In order to attract and retain a high-quality workforce that can contribute to a more efficient Transit and Parking operation, PCMC reorganized its staffing structure. This will lead to better customer service, route planning, and rider experience.

PCMC's Parking operations reduce congestion and encourage alternative, sustainable forms of transportation. The Parking Department will use enhanced funding for materials and supplies to aid in those efforts.

\$393k increase in Fleet budget, based off most current expense estimates. This increase is due, in part, to the expansion of PCMC's electric bus fleet.

- **Transit (Capital Projects):** The following projects are anticipated in the current 5-year Capital Improvement Plan (CIP):
 - *Electric Bike Share Program - Phase 1*
 - *US-40/SR-248 Park and Ride Facility*
 - *Electric Bike Share Program - Phase 2*
 - *Transit and Traffic Master Plan Update*
 - *Park Avenue Walkability Project*

Council Strategic Goals



- *Empire Ave/Silver King Rd Intersection*
- *SR-248 Corridor and Safety Improvement Project*
- *SR-224 Corridor Improvement Project*
- *Park Ave Pedestrian Safety Project*
- *Bonanza Park Multi-Modal Transit Center*
- *Deer Valley Drive Complete Streets - Phase 1*

Wide Variety of Exceptional Recreation

- **Ice Facility Budgetary Change:** Increases in part-time personnel funding in order to attract and retain a high-quality workforce, contract funding for hockey referees, and marketing/retail costs.
- **Recreation Budgetary Change:** Increased funding for materials/supplies, based off current expense estimates.

Varied and Multi-Seasonal Event Offerings

- **Budgetary Change:** Funding for special events software to process special event, film, and fee reduction applications. This software will simplify the application process for customers, reduce labor, and streamline coordination between departments.

Council Strategic Goals



Inclusive & Healthy Community

Park City is a safe and healthy community where residents can live, work, and play. In order to maintain the community's appeal, PCMC invests in areas that ensure an exceptional quality of life. We seek to balance the historic character and small-town atmosphere with the varying needs of residents and visitors.

Community Critical Priorities

Housing - Middle Income, Attainable, & Affordable Housing

Social Equity

Top Priorities

- Citizen Wellbeing
- Arts & Culture

Desired Outcomes

- Safe Community (*Essential*)
- Affordable Cost of Living
- Live and Work Locally
- Vibrant Arts and Culture
- Distinctive Sense of Place
- Protected and Celebrated History
- Social Justice and Well-being for All
- Walkable and Bikeable Community
- Mental, Physical, and Behavioral Health

Council Strategic Goals

Housing

- **Affordable Housing (Capital Projects):** Council is committed to fostering a healthier and more complete community. Council reaffirmed its commitment to provide a local housing inventory that better accommodates the diverse needs of the people living and working in Park City. The 5-year Capital Improvement Plan (CIP) contains \$65M in revolving funding for affordable housing projects over the next 7 years. Prime examples include: 1450 & 1460 Park Avenue, Central Park Condos, Woodside Park Phase I (recently completed), Woodside Park Phase II (*developing and design*), and Homestake.



Woodside Park Phase I

Social Equity

Park City Council recently established Social Equity as a Community Critical Priority. Better understanding communities within Park City that may be underrepresented, underserved, or otherwise marginalized is critical to identifying existing disparities. Some of those groups include seniors, members of the LGBTQ+ community, low-income families, neurodiverse individuals and their families, Latinx, and others.

The Park City Community Foundation, in partnership with PCMC, has taken a leading role to further the vision of a complete community where access to opportunities is expanded, and individuals are respected, included, and empowered.

Council Strategic Goals

- **Budgetary Change:** Increased funding for a more inclusive work environment by hiring more neurodiverse individuals as part-time personnel. Funding for a new Community Technical Specialist, who provides support for social equity planning and project development.
- **Budgetary Change:** \$90k increase in Special Service Contracts budget. As part of the budget process, the City Council allocates funds to contract with nonprofit organizations offering services consistent with the needs and goals of the City.

Arts & Culture

- **Arts & Culture District (Capital Project):** The proposed district is intended as a mixed use, public private collaboration between PCMC, the Kimball Art Center (KAC) and the Sundance Institute (SDI). Included in the district are anchor buildings for both the Sundance Institute and the Kimball Art Center. These buildings will be funded and built by the KAC and SDI; the organizations will purchase the property from PCMC for the building lots at the same proportional cost that was paid.



Arts & Culture District- Illustrative Rendering

The 5.2-acre site will be master planned to take full advantage of efficiencies in infrastructure, utilities, and parking. The master planning process will foster stronger relationships between the buildings and their surrounding amenities—including open space, pedestrian pathways, transportation resources, arts and culture uses, non-profit uses, innovative culinary concepts, and affordable housing. ⁴⁸

Council Strategic Goals

Safe Community

- **Budgetary Change:** Addition of a full-time Evidence Technician, which ensures the smooth operation of the Police Department's evidence room, and compliance with public safety industry standards. The Police Department also funds half of the new Community Technical Specialist, who assists with investigations, crime analysis, and special events planning. Also funded the upgrade of one Police Officer to a Senior Police Officer, and body camera annual software updates. \$147k total increase.
- **Budgetary Change:** New Fire Inspector/Plans Examiner position in the Building Department, who conducts building inspections that help keep Park City buildings safe. Also increased the pay grade of three Code Enforcement Officers to attract and retain a high-quality workforce.
- **Budgetary Change:** Funding for Main Street bollards that help keep special events safe and secure.
- **Budgetary Change:** \$70k increase in Engineering, which is used to pay for engineering inspections that are contracted out externally.

Walkable and Bikeable Community

- **Budgetary Change:** New Parks Dept. part-time position that provides stewardship of City-owned open space properties, especially trail heads located in Bonanza Flat. This will help preserve Park City's natural setting.

Council Strategic Goals



Engaged & Effective Government & Involved Citizenry

PCMC earned the trust of the community by engaging its citizens and regional partners, being responsible stewards of tax dollars, and providing uncompromising quality service. PCMC's investments are protected by ensuring that systems and infrastructure are maintained by making responsible and effective use of technology, and being fiscally and legally sound.

Community Top Priority Community Engagement

Desired Outcomes

- Fiscally and Legally Sound (*Essential*)
- Well-maintained Assets and Infrastructure (*Essential*)
- Transparent Government
- Responsive Customer Service
- Engaged and Informed Citizenry
- Gold Medal Performance Organization
- Strong Working Relationship with Strategic Stakeholders

Council Strategic Goals

Fiscally & Legally Sound

- **Budgetary Change:** \$75k for specialized legal services with regards to PCMC services, including affordable housing projects.

Well-maintained Assets & Infrastructure

- **Budgetary Change:** \$111k for one Building Maintenance full-time position (includes new vehicle), and contract services costs. This position helps alleviate pressure put on Building Maintenance workload because of recent retirements. As PCMC adds buildings, it's necessary to bolster personnel resources to maintain them.
- **Budgetary Change:** \$127k for four part-time Streets & Stormwater workers, which provide snowplow services to the new PC Heights neighborhood and Richardson Flat Road during the winter season. A new Administrative Analyst provides support to several Public Works Departments in a newly renovated multi-use facility. The \$127k increase also includes materials/supplies costs, and personnel costs to support the re-structuring of the Public Works workforce.
- **Budgetary Change:** As part of the Public Works/Transportation re-organization, two Public Works Manager (Streets & Parks) positions were created. This was done in an effort to enhance coordination of Public Works-related activities.

Council Strategic Goals

Transparent Government

- **Budgetary Change:** \$84k for IT software costs (Website re-design, Office 365, ArcGIS Enterprise licenses, and cloud subscription services). As PCMC navigates an ever-changing technological landscape, it's important to stay up on the latest trends, services, and applications.

Gold Medal Performance Organization

- **Budgetary Change:** Funding for Classification & Compensation Study of PCMC positions. This study will be conducted to assure PCMC compensation and benefits are competitive in the current labor market.
-

**Note: The 'Council Strategic Goal' section of the 2020 Budget Guide represents a snapshot of budgetary changes connected to PCMC strategic goals. For a comprehensive list of FY20 budgetary changes, see Volume I of the FY20 budget document on parkcity.org*

Public Input



The budget process enables residents to offer input on how PCMC provides services.

While there are many opportunities for public participation throughout the year, the formal budget process begins in February when City Council holds its annual visioning session workshop. Council uses this time to identify community goals and services which aid departments in prioritizing Budgeting for Outcomes (BFO) Programs. **The public is invited to attend.**

As required by State law, City Council is presented with a Tentative Budget at the first Council meeting in May. Public hearings on the budget run through the month of May and continue until mid-June. The hearings are noticed in the local media and are open to all interested parties. PCMC is required to adopt a balanced budget by June 22nd each year, for the fiscal year that will start on July 1st.

Individuals and organizations who would like more information on the budget process, or a copy of the FY20 budget document, are encouraged to contact the:

Budget, Debt, & Grants Department
435.615.5000
budget@parkcity.org

Budget Process Timeline

January

The City Council holds its annual Visioning Session in **February**. Council goals and levels of service (LOS) are identified, which guide the annual budget process.

February

March

Departments prioritize and submit budget requests in **March**. Preparation of tentative budget begins.

April

Public hearings on the budget take place throughout **May** and into **June**. The public is encouraged to participate.

May

The tentative budget is presented to City Council at the first Council meeting in **May**.

June

The final budget is adopted on or before **June 22** of each year (assuming there is no tax increase).

July

The new fiscal year begins on **July 1**.

August

Truth in Taxation hearing in **August**, if property tax increase is proposed. 54

City Council



(Left to Right): Lynn Ware Peek, Steve Joyce, Becca Gerber, Andy Beerman, Nann Worel, Tim Henney

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Evolving & Sustaining a Complete Community



Supplemental Table

Resources & Requirements - All Funds Combined

Description	2018 Actuals	2019 Actuals	2019 Original Budget
RESOURCES (Revenue)			
Sales Tax	\$ 26,024,963	\$ 29,273,042	\$ 29,163,069
Planning Building & Engineering Fees	\$ 4,606,175	\$ 5,820,662	\$ 4,197,000
Charges for Services	\$ 25,435,545	\$ 27,957,560	\$ 24,921,531
Intergovernmental Revenue	\$ 5,791,994	\$ 1,301,269	\$ 8,060,251
Franchise Tax	\$ 3,147,847	\$ 3,230,881	\$ 3,322,000
Property Taxes	\$ 21,149,343	\$ 21,401,772	\$ 20,668,331
General Government	\$ 833,126	\$ 828,397	\$ 886,000
Other Revenues	\$ 17,861,124	\$ 11,321,933	\$ 17,709,536
TOTAL	\$ 104,850,117	\$ 101,135,515	\$ 108,927,718
REQUIREMENTS (Expenditures)			
Executive	\$ 11,288,399	\$ 11,720,002	\$ 12,823,185
Police	\$ 6,226,525	\$ 6,148,933	\$ 6,520,529
Public Works	\$ 26,679,775	\$ 30,675,873	\$ 30,148,995
Library & Recreation	\$ 5,727,666	\$ 5,881,054	\$ 6,149,021
Non-Departmental	\$ 4,207,207	\$ 4,011,646	\$ 4,207,984
Special Service Contracts	\$ 538,800	\$ 556,045	\$ 540,000
Contingency	\$ 75,437	\$ 67,018	\$ 540,000
Capital Outlay	\$ 91,955	\$ 142,888	\$ -
TOTAL	\$ 54,835,765	\$ 59,203,459	\$ 60,929,714
REQUIREMENTS (Expenditures)			
Personnel	\$ 36,532,398	\$ 38,910,016	\$ 39,661,060
Materials, Supplies & Services	\$ 17,825,325	\$ 19,612,635	\$ 20,350,570
Contingency	\$ 75,437	\$ 67,018	\$ 440,000
Capital Outlay	\$ 402,605	\$ 613,790	\$ 478,083
TOTAL	\$ 54,835,765	\$ 59,203,459	\$ 60,929,713
EXCESS (Deficiency) OF RESOURCES OVER REQUIREMENTS	\$ 50,014,352	\$ 41,932,056	\$ 47,998,005
OTHER FINANCING SOURCES			
Bond Proceeds	\$ 35,227,871	\$ 85,387,786	\$ 72,800,000
Debt Service	\$ (16,216,948)	\$ (16,884,755)	\$ (15,628,056)
Interfund Transfers In	\$ 47,750,191	\$ 79,846,401	\$ 17,149,729
Interfund Transfers Out	\$ (47,750,191)	\$ (79,846,401)	\$ (17,149,729)
Capital Improvement Projects	\$ (60,601,638)	\$ (87,426,093)	\$ (93,418,807)
TOTAL	\$ (41,590,715)	\$ (18,923,062)	\$ (36,246,863)
EXCESS (Deficiency) OF RESOURCES OVER REQUIREMENTS AND OTHER SOURCES (Uses)	\$ 8,423,637	\$ 23,008,994	\$ 11,751,142
Beginning Balance	\$ 74,767,615	\$ 83,191,254	\$ 132,956,126
Ending Balance	\$ 83,191,254	\$ 106,200,250	\$ 144,707,268

Supplemental Table

2019 Adjusted Budget	Change - 18 Orig to 18 Adj		2020 Budget	Change - 19 Adj to 20	
	\$ Increase	%		\$ Increase	%
Revenues)					
\$ 30,282,941	\$ 1,119,872	4%	\$ 30,699,780	\$ 416,839	1%
\$ 4,777,000	\$ 580,000	14%	\$ 3,502,000	\$ (1,275,000)	-27%
\$ 37,423,843	\$ 12,502,312	50%	\$ 29,285,741	\$ (8,138,102)	-22%
\$ 14,079,955	\$ 6,019,704	75%	\$ 8,809,051	\$ (5,270,904)	-37%
\$ 3,205,000	\$ (117,000)	-4%	\$ 3,262,000	\$ 57,000	2%
\$ 21,056,145	\$ 387,814	2%	\$ 21,375,032	\$ 318,887	2%
\$ 838,000	\$ (48,000)	-5%	\$ 865,000	\$ 27,000	3%
\$ 18,607,216	\$ 897,680	5%	\$ 32,745,295	\$ 14,138,079	76%
\$ 130,270,100	\$ 21,342,382	20%	\$ 130,543,899	\$ 273,799	0%
Expenses By Function)					
\$ 12,397,184	\$ (426,001)	-3%	\$ 13,510,607	\$ 1,113,423	9%
\$ 6,653,197	\$ 132,668	2%	\$ 6,776,952	\$ 123,755	2%
\$ 30,759,335	\$ 610,340	2%	\$ 32,227,833	\$ 1,468,498	5%
\$ 6,051,876	\$ (97,145)	-2%	\$ 6,355,170	\$ 303,294	5%
\$ 5,565,910	\$ 1,357,926	32%	\$ 4,404,220	\$ (1,161,690)	-21%
\$ 590,000	\$ 50,000	9%	\$ 630,000	\$ 40,000	7%
\$ 490,000	\$ (50,000)	-9%	\$ 640,000	\$ 150,000	31%
\$ 12,800	\$ 12,800		\$ 12,900	\$ 100	1%
\$ 62,520,301	\$ 1,590,588	3%	\$ 64,557,682	\$ 2,037,381	3%
Expenses by Type)					
\$ 39,657,847	\$ (3,213)	0%	\$ 41,565,563	\$ 1,907,716	5%
\$ 21,834,540	\$ 1,483,970	7%	\$ 21,723,936	\$ (110,604)	-1%
\$ 390,000	\$ (50,000)	-11%	\$ 540,000	\$ 150,000	38%
\$ 637,914	\$ 159,831	33%	\$ 728,183	\$ 90,269	14%
\$ 62,520,301	\$ 1,590,588	3%	\$ 64,557,682	\$ 2,037,381	3%
\$ 67,749,799	\$ 19,751,794	41%	\$ 65,986,217	\$ (1,763,582)	-3%
Resources (Uses)					
\$ 102,200,608	\$ 29,400,608	40%	\$ 53,000,000	\$ (49,200,608)	-48%
\$ (15,628,056)	\$ -	0%	\$ (14,901,881)	\$ 726,175	-5%
\$ 16,835,878	\$ (313,851)	-2%	\$ 20,908,976	\$ 4,073,098	24%
\$ (16,835,878)	\$ 313,851	-2%	\$ (20,908,976)	\$ (4,073,098)	24%
\$ (191,099,965)	\$ (97,681,158)	105%	\$ (95,715,062)	\$ 95,384,903	-50%
\$ (104,527,413)	\$ (68,280,550)	188%	\$ (57,616,943)	\$ 46,910,470	-45%
\$ (36,777,614)	\$ (48,528,756)	-413%	\$ 123,603,160	\$ 160,380,774	-436%
\$ 83,191,254	\$ (49,764,872)	-37%	\$ 46,678,090	\$ (36,513,164)	-44%
\$ 46,413,639	\$ (98,293,629)	-68%	\$ 55,047,363	\$ 8,633,724	19%

Park City Demographics



Permanent Population (2018):	8,320
Service Population Estimate (2018): <i>(includes the permanent population, population estimate for secondary homeowners, and average daily visitors)</i>	37,937
City Size:	20.36 square miles
Government Type:	Council-Manager form of government <i>(by ordinance)</i>
City Incorporation Date:	March 15, 1884
2018 Total Assessed Value:	\$9,784,846,434
2018 Total Taxable Value:	\$8,694,398,985
Property Use Category Breakdown:	
<i>Primary Residential</i>	15.33%
<i>Non-Primary Residential</i>	70.83%
<i>Commercial</i>	8.98%
<i>Other</i>	4.86%
Median Household Income (2018):	\$96,149
Median Family Income (2017):	\$109,497
Median Age (2017):	39.3
Enrolled Public School Population (Fall 2017):	4,816
Percent of persons 25 years old and over with (2017):	
<i>High School Diploma or Higher:</i>	93.3%
<i>Bachelor Degree or Higher:</i>	60.5%
Annual Average Snowfall (inches, 2009-2017):	350"
Elevation Range (feet):	6,500' to 10,000' 58
2017-18 Season Skier Days (Summit County):	1,790,605

Glossary of Terms

Allocate/Allocation: to set apart for a particular purpose.

Assessed Value: dollar value assigned to a property in order to calculate its property taxes.

Biennium: a specified period of two years.

Bonded Debt: Debt issued by a government agency that guarantees payment of the original investment plus interest by a specified future date.

Capital/Capital Outlay: Major equipment and facilities that have a useful life of more than one year, and a cost in excess of \$1,000.

CIP: Capital Improvement Project/Program/Plan.

Contingency: An amount of funds identified for unanticipated expenditures. The legislative body must approve use of these funds for specific areas.

Debt: Accumulated amount owed by the City in the future.

Debt Service: The annual payments (*principal & interest*) made by the city against its outstanding debt.

Interfund Transfer (IFT): Financial transactions between City funds.

Intergovernmental Revenue: funding received from another government.

Fiscal Year: a one-year period that an entity uses for financial reporting and budgeting. PCMC's fiscal year begins on July 1 and ends on June 30 of the following calendar year.

General Obligation Bond (GO): Debt issue secured by the full faith and credit of the city. These bonds must have been approved by an election of the citizenry, in which they have authorized the city to levy property tax sufficient to pay both the bonds' principal and interest.

Level of Service (LOS): the amount of goods or services that a local government entity provides for the general public.

Glossary of Terms

Levy: impose a tax, fee, or fine.

Multi-Modal Transportation: a mix of different types of transportation, such as walking, cycling, carpooling, public transit, and personal automobile.

Net-Zero Carbon: achieving net-zero carbon dioxide emissions by balancing carbon emissions with carbon removal or offsets.

Neurodiversity: range of differences in individual brain function/behavioral traits.

PCMC: Park City Municipal Corporation.

Service Population: includes the permanent population, population estimate for secondary homeowners, and average daily visitors.

Special Service Contracts: As part of the budget process, the City Council allocates funds to contract with nonprofit organizations offering services consistent with the needs and goals of the City.

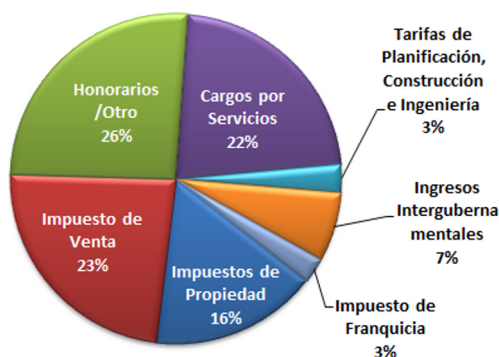
Taxable Value: dollar amount of property tax, after applying exemptions, caps, etc.

Transient Room Tax: can be imposed by a county, city or town on temporary lodging for stays of less than 30 consecutive days.

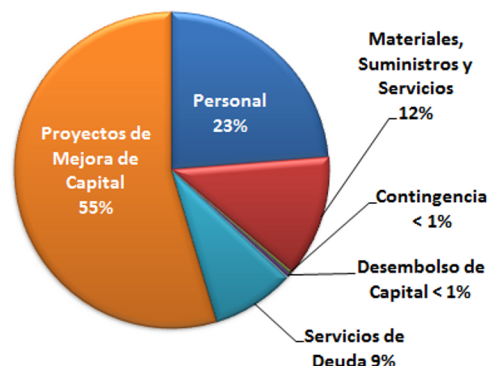
Suplemento Español

El presupuesto total de Park City Municipal (PCMC) para el año fiscal 20 es de **\$183,543,898**, con un presupuesto operativo de aproximadamente **\$63.8M**. Los gráficos circulares a continuación también brinda una descripción general de cómo planeamos gastar dinero en el año fiscal 20 como ingresos esperados.

Ingresos Projectados para el Año Fiscal 20



Gastos Presupuestarios para el Año Fiscal 20



Gastos	Presupuesto Ajustado para el Año Fiscal 19	Presupuesto del Año Fiscal 20
Gastos Operativos	\$61,882,387	\$63,829,499
Gastos de capital	\$191,737,879	\$96,443,245
Servicio de Deuda	\$15,628,056	\$14,901,881
Contribución a las Reservas	\$0	\$8,369,273
Total:	\$269,248,322	\$183,543,898
Ingresos		
Ingresos de Operaciones	\$130,270,100	\$130,543,899
Procede del Bono	\$102,200,608	\$53,000,000
Financiación de Años Anteriores	\$36,777,615	\$0
Total:	\$269,248,323	\$183,543,899

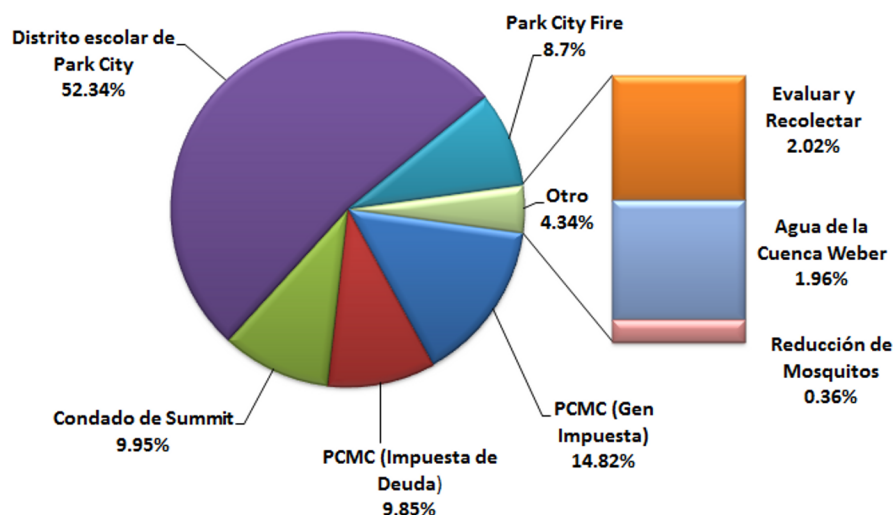
Suplemento Español

Tasas de Impuesto De Ventas

Impuestos de Ventas y Uso (En Vigencia a partir del 1 de julio de 2019)

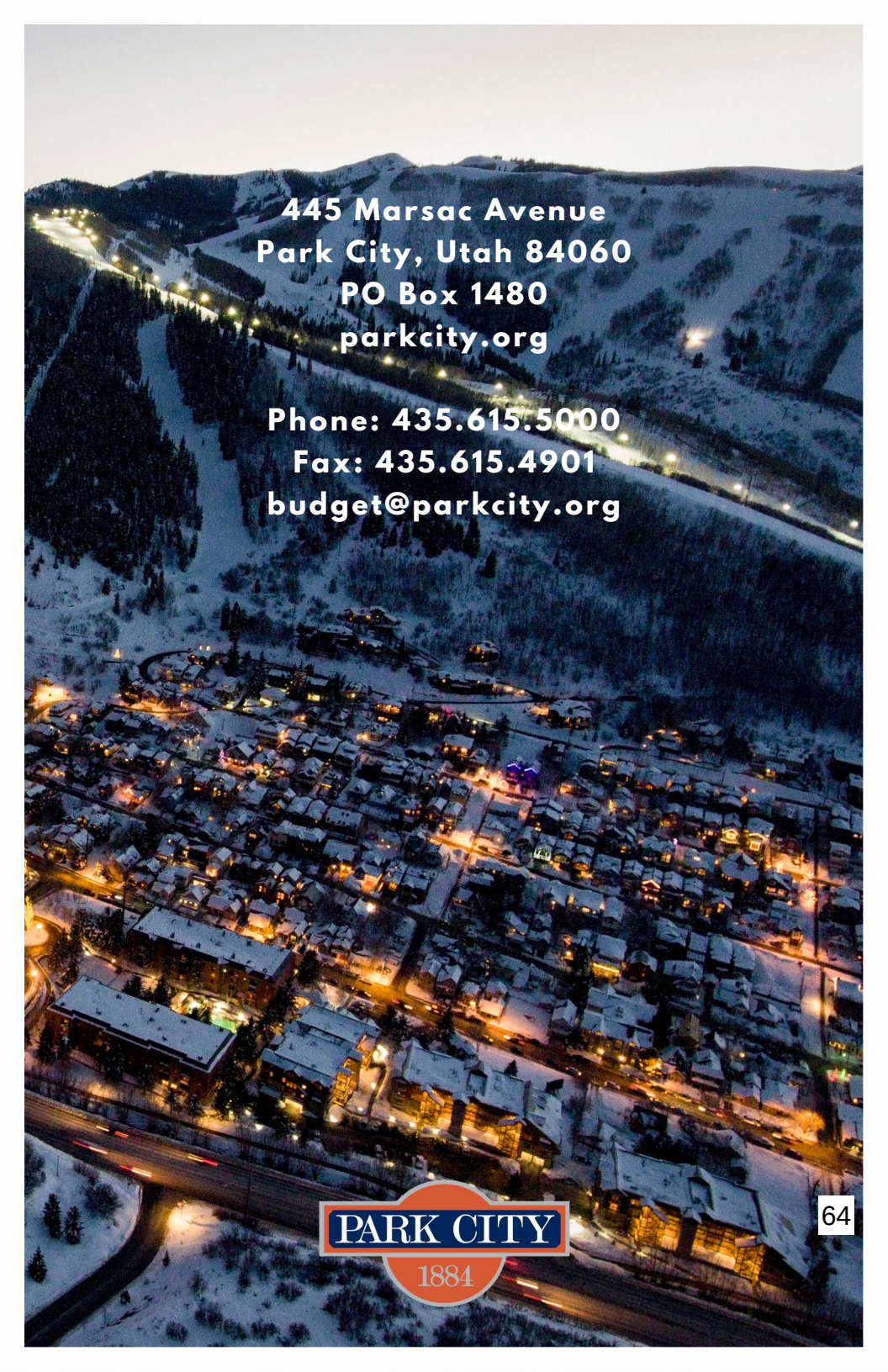
Estado de Utah	
Impuesto General de Ventas y Uso	4.85%
Condado de Summit	
Impuesto de Ventas de Opción del Condado	0.25%
Impuesto Sobre Recreación, Artes y Parques	0.10%
Impuesto de Transporte	0.25%
Impuesto de Tránsito Masivo	0.25%
Impuesto de Infraestructura de Transporte	0.25%
Gastos de Capital de Tránsito	0.20%
Park City	
Impuesto de Venta de Opción Local	1.00%
Impuesto de Ventas de la Ciudad Turística	1.60%
Impuesto de Tránsito Masivo	0.30%
Total Park City "Base"	9.05%
Otros Impuestos	
Impuesto de Restaurante en Todo el Condado	1.00%
Impuesto de Alquiler de Vehículos Motorizados en Todo el Condado	2.50%
Impuesto de Habitación Transitoria en Todo el Condado	3.00%
Impuesto Estatal por Habitación Transitoria	0.32%
Impuesto de Habitación Transitoria de Park City	1.00%

¿A Dónde va su Dinero de Impuestos a la Propiedad?



Suplemento Español

Población permanente (2018):	8,320
Estimación de la población de servicios (2018): <i>(incluye la población permanente, estimación de población para propietarios secundarios y visitantes promedio diarios)</i>	37,937
Tamaño de la ciudad	20.36 millas cuadradas
Tipo de gobierno:	Forma de gobierno del Consejo-Gerente <i>(por ordenanza)</i>
Fecha de incorporación de la ciudad:	15 de marzo de 1884
Valor estimado total de 2018:	\$9,784,846,434
Valor imponible total de 2018:	\$8,694,398,985
Desglose de la Categoría de Uso de la Propiedad:	
<i>Residencial (Primaria)</i>	15.33%
<i>Residencial (no primario)</i>	70.83%
<i>Comercial</i>	8.98%
<i>Otro</i>	4.86%
Ingreso promedio de un hogar (2018):	\$96,149
Ingreso familiar promedio (2017):	\$109,497
Edad media (2017):	39.3
Población inscrita en escuelas públicas (otoño de 2017):	4,816
Porcentaje de personas de 25 años o más con (2017):	
Diploma de secundaria o superior:	93.3%
<i>Licenciatura o superior:</i>	60.5%
Promedio anual de nevadas (pulgadas, 2009-2017):	350"
Rango de elevación (pies):	6,500' to 10,000'
Días de esquiador de la temporada 2017-18 (Condado de Summit)	1,790,605



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budget@parkcity.org

PARK CITY

1884

Expenditures by Object Type- 3rd Month of FY20 (September 2019)

September 26, 2019

Object Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	% Budget Used YTD FY20
011 GENERAL FUND					
01 PERSONNEL SERVICES	5,645,660	5,042,155	5,130,929	23,827,330	22%
02 MATERIALS, SUPPLIES AND SERVICES	202,693	182,805	205,019	1,278,179	16%
03 UTILITIES	83,877	122,621	96,120	1,588,397	6%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	702,331	543,990	457,053	4,278,704	11%
05 PARTS/MAINTENANCE SUPPLIES	221,988	235,400	205,918	1,180,515	17%
06 SPECIAL SERV CONTRACT/MISC CHARGES	636,773	462,459	352,671	1,112,500	32%
07 CAPITAL OUTLAY	46,205	42,325	43,320	428,078	10%
09 INTERFUND TRANSFER	618,969	1,225,364	743,292	5,409,203	14%
Total 011 GENERAL FUND	8,158,496	7,857,120	7,234,321	39,102,906	18%
012 QUINN'S RECREATION COMPLEX					
01 PERSONNEL SERVICES	206,598	192,298	159,207	951,239	17%
02 MATERIALS, SUPPLIES AND SERVICES	26,929	6,740	9,659	60,770	16%
03 UTILITIES	17,103	24,022	18,309	156,200	12%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	20,005	16,069	17,653	98,070	18%
05 PARTS/MAINTENANCE SUPPLIES	12,283	9,438	7,919	51,275	15%
06 SPECIAL SERV CONTRACT/MISC CHARGES	4,017	3,858	2,759	21,000	13%
07 CAPITAL OUTLAY				6,000	
09 INTERFUND TRANSFER	300				
Total 012 QUINN'S RECREATION COMPLEX	287,234	252,424	215,506	1,344,554	16%
022 DRUG CONFISCATIONS					
07 CAPITAL OUTLAY	4,333				
Total 022 DRUG CONFISCATIONS	4,333				
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND					
01 PERSONNEL SERVICES	9,016	5,290	5,286	32,668	16%
02 MATERIALS, SUPPLIES AND SERVICES	1,600	3,550	3,550	20,000	18%
03 UTILITIES	446	320	473	18,300	3%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	-2,880			70,000	
06 SPECIAL SERV CONTRACT/MISC CHARGES				568,000	
09 INTERFUND TRANSFER	410,280	410,280	523,134	2,092,532	25%
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	418,462	419,441	532,444	2,801,500	19%
024 MAIN STREET RDA SPECIAL REVENUE FUND					

*represents Actuals from July 1st through September 26th of the specified FY

Expenditures by Object Type- 3rd Month of FY20 (September 2019)

September 26, 2019

Object Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	% Budget Used YTD FY20
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	710	921		50,000	
06 SPECIAL SERV CONTRACT/MISC CHARGES				405,000	
09 INTERFUND TRANSFER	188,001	188,001	172,500	690,000	25%
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	188,711	188,922	172,500	1,145,000	15%
031 CAPITAL IMPROVEMENT FUND					
01 PERSONNEL SERVICES	15,165	6,730	16,915		
07 CAPITAL OUTLAY	2,115,872	1,101,586	1,250,280	45,873,694	3%
09 INTERFUND TRANSFER	322,074	836,346	1,436,280	5,745,118	25%
Total 031 CAPITAL IMPROVEMENT FUND	2,453,111	1,944,662	2,703,476	51,618,812	5%
033 REDEVELOPMENT AGENCY-LOWER PRK					
01 PERSONNEL SERVICES	6,412	8,234	363		
07 CAPITAL OUTLAY	1,002,314	48,961	-5,298	3,135,000	0%
09 INTERFUND TRANSFER		177,054	176,679	706,715	25%
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	1,008,726	234,249	171,744	3,841,715	4%
034 REDEVELOPMENT AGENCY-MAIN ST					
07 CAPITAL OUTLAY		4,960		30,000	
09 INTERFUND TRANSFER	202,374	201,291	201,252	805,006	25%
Total 034 REDEVELOPMENT AGENCY-MAIN ST	202,374	206,251	201,252	835,006	24%
035 BUILDING AUTHORITY					
07 CAPITAL OUTLAY	1,430				
Total 035 BUILDING AUTHORITY	1,430				
038 EQUIPMENT REPLACEMENT CIP					
07 CAPITAL OUTLAY	12,966	431,345	132,164	1,285,600	10%
Total 038 EQUIPMENT REPLACEMENT CIP	12,966	431,345	132,164	1,285,600	10%
051 WATER FUND					
01 PERSONNEL SERVICES	759,363	653,652	714,790	3,307,652	22%
02 MATERIALS, SUPPLIES AND SERVICES	49,617	44,766	53,151	305,962	17%
03 UTILITIES	100,064	184,848	180,548	1,470,066	12%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	187,636	139,666	223,112	1,215,183	18%
05 PARTS/MAINTENANCE SUPPLIES	108,730	139,154	218,224	891,927	24%
06 SPECIAL SERV CONTRACT/MISC CHARGES	14,803	21,855	12,748	52,000	25%
07 CAPITAL OUTLAY	1,661,972	246,826	2,050,179	40,376,046	5%

*represents Actuals from July 1st through September 26th of the specified FY

Expenditures by Object Type- 3rd Month of FY20 (September 2019)

September 26, 2019

Object Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	% Budget Used YTD FY20
08 DEBT SERVICE	69,047	74,781	80,795	4,524,604	2%
09 INTERFUND TRANSFER	240,858	251,436	262,875	1,766,502	15%
Total 051 WATER FUND	3,192,090	1,756,983	3,796,423	53,909,942	7%
052 STORM WATER FUND					
01 PERSONNEL SERVICES	146,192	148,012	197,718	709,440	28%
02 MATERIALS, SUPPLIES AND SERVICES	5,637	6,944	4,532	71,000	6%
03 UTILITIES	226	16,757	1,435	39,700	4%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	30,248	7,611	22,824	157,100	15%
05 PARTS/MAINTENANCE SUPPLIES	5,132	3,371	6,246	40,200	16%
07 CAPITAL OUTLAY		3,477		471,500	
09 INTERFUND TRANSFER	18,753	26,001	28,251	120,793	23%
Total 052 STORM WATER FUND	206,187	212,173	261,006	1,609,733	16%
055 GOLF COURSE FUND					
01 PERSONNEL SERVICES	277,034	259,357	252,176	950,807	27%
02 MATERIALS, SUPPLIES AND SERVICES	14,419	25,513	15,460	74,900	21%
03 UTILITIES	6,711	9,713	7,882	67,700	12%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	8,346	12,726	22,352	94,535	24%
05 PARTS/MAINTENANCE SUPPLIES	70,158	72,722	71,361	240,800	30%
06 SPECIAL SERV CONTRACT/MISC CHARGES	17,970	18,652	11,763	30,500	39%
07 CAPITAL OUTLAY	144,831	2,553	9,335	126,565	7%
08 DEBT SERVICE				32,377	
09 INTERFUND TRANSFER	31,278	35,727	35,274	141,090	25%
Total 055 GOLF COURSE FUND	570,747	436,963	425,603	1,759,274	24%
057 TRANSPORTATION & PARKING FUND					
01 PERSONNEL SERVICES	1,813,594	1,907,748	1,984,166	9,834,156	20%
02 MATERIALS, SUPPLIES AND SERVICES	77,911	60,578	37,875	348,450	11%
03 UTILITIES	27,708	57,271	61,432	336,744	18%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	132,559	126,102	118,966	1,465,400	8%
05 PARTS/MAINTENANCE SUPPLIES	4,483	1,639		40,000	
06 SPECIAL SERV CONTRACT/MISC CHARGES	16,085	39,783	507	29,000	2%
07 CAPITAL OUTLAY	316,727	166,691	-4,767	4,514,762	0%
09 INTERFUND TRANSFER	734,766	757,185	856,503	3,426,017	25%
Total 057 TRANSPORTATION & PARKING FUND	3,123,832	3,116,997	3,054,682	19,994,529	15%

*represents Actuals from July 1st through September 26th of the specified FY

Expenditures by Object Type- 3rd Month of FY20 (September 2019)

September 26, 2019

Object Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	% Budget Used YTD FY20
058 PARKING FUND					
01 PERSONNEL SERVICES			207,877	960,441	22%
02 MATERIALS, SUPPLIES AND SERVICES			23,830	470,500	5%
03 UTILITIES			371	10,400	4%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC				148,000	
05 PARTS/MAINTENANCE SUPPLIES			147	54,000	0%
06 SPECIAL SERV CONTRACT/MISC CHARGES			25,021	65,000	38%
07 CAPITAL OUTLAY				196,000	
09 INTERFUND TRANSFER			1,500	6,000	25%
Total 058 PARKING FUND			258,746	1,910,341	14%
062 FLEET SERVICES FUND					
01 PERSONNEL SERVICES	255,366	228,431	220,031	991,831	22%
02 MATERIALS, SUPPLIES AND SERVICES	10,631	12,446	9,441	79,099	12%
03 UTILITIES	178,998	91,156	165,099	1,071,800	15%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	750			3,800	
05 PARTS/MAINTENANCE SUPPLIES	92,330	92,182	86,586	800,200	11%
07 CAPITAL OUTLAY					
Total 062 FLEET SERVICES FUND	538,075	424,214	481,156	2,946,730	16%
064 SELF INSURANCE FUND					
02 MATERIALS, SUPPLIES AND SERVICES	4,128		2,233	50,500	4%
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	26,059	97,120	128,766	872,560	15%
06 SPECIAL SERV CONTRACT/MISC CHARGES	55,216	49,586	41,985	710,000	6%
Total 064 SELF INSURANCE FUND	85,403	146,706	172,985	1,633,060	11%
070 SALES TAX REV BOND - DEBT SVS FUND					
08 DEBT SERVICE	2,100	2,100	2,100	5,037,565	0%
Total 070 SALES TAX REV BOND - DEBT SVS FUND	2,100	2,100	2,100	5,037,565	0.04%
071 DEBT SERVICE FUND					
08 DEBT SERVICE	500	481,275	1,357,496	5,307,335	26%
Total 071 DEBT SERVICE FUND	500	481,275	1,357,496	5,307,335	26%
TOTAL	20,454,777	18,111,824	21,173,602	196,083,601	11%

*represents Actuals from July 1st through September 26th of the specified FY

Revenues by Revenue Type- 3rd Month of FY20 (September 2019)

September 26, 2019

Revenue Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	Remaining Budget FY20
011 GENERAL FUND					
Property Taxes	50,813	65,857	81	11,196,658	11,196,577
Sales Tax	821,786	939,500		15,231,123	15,231,123
Franchise Tax	275,030	292,157	233,076	3,262,000	3,028,924
Licenses	154,030	171,766	104,419	312,000	207,581
Planning Building & Engineering Fees	962,938	1,396,495	1,579,345	2,397,000	817,655
Special Event Fees	14,827	8,706	21,666	264,000	242,334
Federal Revenue				48,000	48,000
State Revenue	1,078			68,000	68,000
County/SP District Revenue	17,000	5,000		22,000	22,000
Cemetery Charges for Services	7,813	6,527	6,685	138,000	131,315
Recreation	460,017	468,280	388,900	2,145,000	1,756,100
Other Service Revenue	10,645	69	14,057	120,292	106,235
Library Fines & Fees	9,501	6,773	3,970	18,000	14,030
Misc. Revenues	62,786	238,174	198,626	818,000	619,374
Interfund Transactions (Admin)	465,546	489,666	502,461	2,724,847	2,222,386
Special Revenues & Resources	46,042	27,562	19,109	8,935	-10,174
Total 011 GENERAL FUND	3,359,851	4,116,530	3,072,396	38,773,855	35,701,459
012 QUINN'S RECREATION COMPLEX					
Recreation	925	924	486	5,000	4,514
Ice	193,249	187,202	133,108	865,000	731,892
Misc. Revenues	1	-171	6	2,000	1,994
Total 012 QUINN'S RECREATION COMPLEX	194,175	187,954	133,600	872,000	738,400
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND					
Property Taxes	2	3,713		2,947,000	2,947,000
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	2	3,713		2,947,000	2,947,000
024 MAIN STREET RDA SPECIAL REVENUE FUND					
Property Taxes	82	12,878		1,195,000	1,195,000
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	82	12,878		1,195,000	1,195,000
031 CAPITAL IMPROVEMENT FUND					
Sales Tax	279,727	472,647		9,750,207	9,750,207
Planning Building & Engineering Fees	147,133	186,180	202,139	355,000	152,861

*represents Actuals from July 1st through September 26th of the specified FY

Revenues by Revenue Type- 3rd Month of FY20 (September 2019)

September 26, 2019

Revenue Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	Remaining Budget FY20
State Revenue	64,101	69,891		360,000	360,000
County/SP District Revenue			500,000	2,030,000	1,530,000
Misc. Revenues	42,818	200,167	13,855	20,198,000	20,184,145
Interfund Transactions (CIP/Debt)		589,260		2,436,030	2,436,030
Special Revenues & Resources	64,364	2,868	1,482	481,487	480,005
Bond Proceeds				8,000,000	8,000,000
Total 031 CAPITAL IMPROVEMENT FUND	598,142	1,521,012	717,475	43,610,724	42,893,249
033 REDEVELOPMENT AGENCY-LOWER PRK					
Interfund Transactions (CIP/Debt)	410,280	410,280	523,134	2,092,532	1,569,398
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	410,280	410,280	523,134	2,092,532	1,569,398
034 REDEVELOPMENT AGENCY-MAIN ST					
Interfund Transactions (CIP/Debt)	188,001	188,001	172,500	690,000	517,500
Total 034 REDEVELOPMENT AGENCY-MAIN ST	188,001	188,001	172,500	690,000	517,500
038 EQUIPMENT REPLACEMENT CIP					
Interfund Transactions (CIP/Debt)	268,425	268,425	321,399	1,285,600	964,201
Total 038 EQUIPMENT REPLACEMENT CIP	268,425	268,425	321,399	1,285,600	964,201
051 WATER FUND					
Planning Building & Engineering Fees	375,584	658,520	685,458	750,000	64,542
Water Charges for Services	4,995,090	5,369,499	4,949,396	19,309,129	14,359,733
Misc. Revenues	55,618	28,820	21,600	178,023	156,423
Special Revenues & Resources				1,400,000	1,400,000
Bond Proceeds				45,000,000	45,000,000
Total 051 WATER FUND	5,426,292	6,056,839	5,656,454	66,637,152	60,980,698
052 STORM WATER FUND					
Water Charges for Services	209,411	260,343	271,339	1,250,000	978,661
Total 052 STORM WATER FUND	209,411	260,343	271,339	1,250,000	978,661
055 GOLF COURSE FUND					
Recreation	910,458	962,427	729,014	1,519,596	790,582
Misc. Revenues	67	76	-55	51,350	51,405
Interfund Transactions (CIP/Debt)	6,249	6,249	6,249	25,000	18,751
Total 055 GOLF COURSE FUND	916,774	968,753	735,208	1,595,946	860,738

*represents Actuals from July 1st through September 26th of the specified FY

Revenues by Revenue Type- 3rd Month of FY20 (September 2019)

September 26, 2019

Revenue Type	*YTD Actuals FY18	*YTD Actuals FY19	*YTD Actuals FY20	Annual Budget FY20	Remaining Budget FY20
057 TRANSPORTATION & PARKING FUND					
Sales Tax	323,485	370,330		5,718,450	5,718,450
Licenses	512,107	686,899	566,485	835,288	268,803
Federal Revenue				6,281,051	6,281,051
Transit Charges for Services	6,087	477,162	4,211	8,588,612	8,584,401
Fines & Forfeitures	255,664	881,973	2,348		-2,348
Misc. Revenues	34,500	24,634	19,994	318,949	298,955
Special Revenues & Resources		17,930		693,328	693,328
Total 057 TRANSPORTATION & PARKING FUND	1,131,843	2,458,927	593,038	22,435,678	21,842,640
058 PARKING FUND					
Special Event Fees			70		-70
Fines & Forfeitures			547,783	3,055,080	2,507,297
Misc. Revenues			-1		1
Total 058 PARKING FUND			547,852	3,055,080	2,507,228
062 FLEET SERVICES FUND					
Interfund Transactions (Admin)	643,356	641,255	737,250	2,949,000	2,211,750
Total 062 FLEET SERVICES FUND	643,356	641,255	737,250	2,949,000	2,211,750
064 SELF INSURANCE FUND					
Misc. Revenues	68,751	68,751	68,751	275,000	206,249
Interfund Transactions (Admin)	221,391	260,433	319,716	1,286,651	966,935
Total 064 SELF INSURANCE FUND	290,142	329,184	388,467	1,561,651	1,173,184
070 SALES TAX REV BOND - DEBT SVS FUND					
Misc. Revenues	5,545	46,570	127,266		-127,266
Interfund Transactions (Admin)	39,957	40,425	40,620	162,477	121,857
Interfund Transactions (CIP/Debt)	524,448	1,214,691	1,814,211	7,256,839	5,442,628
Total 070 SALES TAX REV BOND - DEBT SVS FUND	569,950	1,301,686	1,982,097	7,419,316	5,437,219
071 DEBT SERVICE FUND					
Property Taxes				6,036,374	6,036,374
Misc. Revenues	26,841	24,622	648	45,967	45,319
Total 071 DEBT SERVICE FUND	26,841	24,622	648	6,082,341	6,081,693
TOTAL	14,233,566	18,750,402	15,852,856	204,452,875	188,600,019

*represents Actuals from July 1st through September 26th of the specified FY

Council Agenda Item Report

Meeting Date: October 10, 2019

Submitted by: Logan Jones

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve a Concessionaire Agreement in a Form Approved by the City Attorney with Jans Ltd. dba "White Pine Touring Nordic Center" to Operate the Nordic Center at the Park City Municipal Corporation Golf Course and Various Pieces of Open Space

Suggested Action:

Attachments:

[Golf Course Concessionaire Staff Report](#)

Subject: Golf Course Concessionaire Agreement

Author: Logan Jones

Department: Sustainability

Date: October 11, 2019

Type of Item: Consent- Award of Contract

Recommendation

Staff recommends Council approve a one year concessionaire agreement in a form approved by the city attorney with Jans Ltd. DBA “White Pine Touring Nordic Center” to operate the Nordic Center at the Park City Municipal Corporation Golf Course and various pieces of open space. Additionally, in light of the recommendation for only a one year contract, staff recommends agendaizing a future work session discussion to review future components of the cross-country concessionaire program and specifically:

- Shall the McPolin Open Space remain part of the fee based cross country concessionaire services or shall it be opened up to the public (no fee)?
- Shall future concessionaire services include the grooming of trails connecting to, and including property associated with and in compliance with the Armstrong Snow Ranch Pastures Conservation Easement and the adjacent golf course?

Background

Since 1981, Park City Municipal has worked with a local vendor to provide a world-class cross-country skiing venue on the Park City Municipal Golf Course and open space. White Pine Touring has been the sole vendor to provide this amenity for residents and visitors. In 2002, White Pine Touring merged with Jans LTD. In April 2019, the 10 year (five year with five year extension) concessionaire agreement with Jans LTD expired.

On September 18, 2019, staff advertised a request for proposals (RFPs) for PCMC Cross Country Skiing Operation Concessionaire. Upon RFP closure on September 30, 2019, staff received one (1) proposal- from Jans LTD. On September 30, 2019, a selection committee met to review the proposal and determined that Jans LTD remained qualified to hold the concessionaire agreement.

Analysis

Park City Municipal owns and operates the golf pro shop and golf course. It allows private concessionaires the ability to utilize the shop and course to operate a cross-country concessionaire during the winter months, typically November 15 to April 1. This concessionaire agreement has not been revisited for a decade, so staff would like to address the process in two steps:

1. Current Discussion- One year agreement (2019-2020) so as to address financial aspects of the agreement in efforts to ensure the City recoups all known costs associated with the program, including but not limited to utilities, HOA fees and staff costs.

2. Next Year- Hold a community discussion and have Council review the current program and policy related items so as to craft a multi-year concessionaire agreement.

Previous Concessionaire terms and agreement

For the past ten years, terms associated with concessionaire services have not changed. Fees consisted of a base rental fee for the golf pro shop (monthly) and a percentage of track pass fees (end of season). These fees were put in place to cover expenses incurred by the City for the golf pro shop and impacts to/and maintenance of items associated with the golf course. There is not a fee associated with renting the space simply covering known costs. These known costs include:

- Golf Pro Shop Costs: (\$4,302/monthly)
 - o Alarm System, Electricity
 - o Wear and Tear: Carpet Replacement
 - o HOA Costs: Snow Removal and common area expenses

Previous agreements provided a monthly rent in the amount of \$3,354, which represented a monthly deficit for the City. This deficit was projected to be captured in a 6% track pass fee at the end of the season; however the percentage of pass fees fluctuates greatly depending on the season and snow conditions. Below is a chart noting the percentage fee provided for the past five years.

Year	6% track pass fee
2014	\$662
2015	\$5,750
2016	\$7,845
2017	\$8,594
2018	\$5,104
2019	\$12,382

New Concessionaire terms and agreement

Prior to submitting the RFP, Sustainability, Parks and Golf staff met and reviewed previous concessionaire agreements and terms and found it is in the best interest of the City to draft an agreement that covered existing costs as well as known costs not previously covered in the agreement:

- (existing) Monthly HOA, utility and wear and tear costs
- (new initial flat fee) Costs associated with city staff opening and closing the pro shop

These fees would be captured 'up front', rather than depending on the less reliable track pass fee.

Further, staff recommends that the agreement should drop the track pass fee from 6% to 5% and cover the following items, again not included in previous agreements:

- Rent associated with:
 - o Retail Space
 - o Yurt Space
 - o Groomer Storage area
- Damage to the Golf Course

Conclusion

Under the proposed agreement scenario, the City is guaranteed revenue, which ensures the Golf Enterprise Fund is not financially impacted by the program. Further, depending on the success of the vendor's track pass sales, the Golf Enterprise fund will receive revenue for costs which may not be anticipated or for future improvements in the Golf facility. The proposed vendor has reviewed these costs with staff and is supportive with the changes.

Below is a comparison of the previous agreement terms and the proposed agreement terms. The proposed agreement represents an increase of approximately \$6,200 to the concessionaire costs :

Previous Agreement	Proposed Agreement	Difference
Monthly Rent \$3,354	Monthly Rent \$4,302	\$948/month
Average Track Pass Fee 6% past 5 years	Average Track Pass Fee (if at 5%) past 5 years	(\$1121) based on historic average
Flat Fee: (N/A)	Flat Fee \$3,150	\$3,150 annually

City Council Staff Report

Subject: Kings Crown Resubdivision First Amended Plat
Author: Laura Kuhrmeyer, Planner
Department: Planning
Project Number: PL-19-04305
Date: October 10, 2019
Type of Item: Legislative – Plat Amendment

Summary Recommendation

Staff recommends that the City Council review and hold a public hearing for the Kings Crown Resubdivision First Amended Plat located at located at 1271 Lowell Avenue and 1217 Rothwell Road, and consider approving the proposed Plat, with the exception of the additional internal lot line in Lot 2 (see Executive Summary), based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: CRH Development Partners, LLC represented by Rory Murphy
Location: 1271 Lowell Avenue and 1217 Rothwell Road
Zoning: Recreation Commercial (RC) District and Recreation and Open Space (ROS) District, and Sensitive Land Overlay (SLO) Zone
Adjacent Land Uses: Trails, skiing, open space, and residential
Reason for Review: Plat Amendment applications require Planning Commission Public Hearing, review, recommendation to the City Council, and City Council Public Rearing, review, and Final Action

Proposal / Executive Summary

In the original submittal, the Applicant requested approval of the Kings Crown Resubdivision First Amended Plat within Kings Crown Master Planned Development to split Lot 2 into two (2) lots and allocate a portion of Lot 32 (Open Space) to Lot 30. The proposal would allow the proposed Ski Amenity Building to be built entirely on Lot 30. Additionally, the proposed amendment would allow the Owner to further phase the condominium buildings B, C, and D and would allow for easier financing. However, in Staff's review of the King's Crown Condominium Plat, it was discovered that the additional property line splitting Lot 2 into Lot 2A and Lot2B would create a non-compliance with Setbacks. Staff is recommending the Council approve the King's Crown Resubdivision First Amended as proposed with the exception of removing the additional Lot Line in Lot 2. Staff is recommending that the Council approve the Plat as amended without sending the item back to Planning Commission, because the original Plat was approved without this Lot Line.

The Kings Crown Resubdivision First Amended Plat is subject to the amended Kings Crown Master Planned Development / Conditional Use Permit and amended Affordable Housing Mitigation Plan, also included in this packet (See Exhibit G and H).

On September 11, 2019, the Planning Commission reviewed the proposed Kings Crown Resubdivision Plat First Amended and unanimously forwarded a positive recommendation to City Council (See [Planning Commission September 11, 2019 Audio](#)).

Acronyms

CUP	Conditional Use Permit
MPD	Master Planned Development
RC	Recreation and Commercial District
ROS	Recreation and Open Space
SLO	Sensitive Land Overlay

Purpose

The purpose of the Recreational Commercial (RC) District is found in [Land Management Code § 15-2.16-1 Purpose](#). The purpose of the Recreation and Open Space (ROS) District is found in [Land Management Code § 15-2.7-1 Purpose](#). The purpose of the Sensitive Lands Overlay (SLO) Zone is found in [Land Management Code § 15-2.21-1 Purpose](#).

Background/Timeline

Staff has provided a Table below that outlines the background and history of related applications.

Table 1

Date	Action	Staff Report / Link(s)
January 10, 2018	Park City Planning Commission approved the Kings Crown Master Planned Development / Conditional Use Permit.	See staff report/exhibits
February 1, 2018	Park City Council approved the Kings Crown Re-Subdivision Plat.	Ordinance No. 2018-05 , and staff report/exhibits
June 13, 2018	Park City Planning Commission ratified the Development Agreement required by the approved Master Planned Development.	See staff report/exhibits
June 14, 2018	Summit County recorded the Development Agreement.	Entry No. 01093392
May 16, 2018	Summit County recorded the Plat.	Entry No. 1091847

August 30, 2018	Park City Housing Authority approved the Affordable Housing Mitigation Plan.	See staff report/exhibits and meeting minutes (page 10)
June 17, 2019	Park City Planning Department received a complete application for a Condominium Plat.	Positive Recommendation from Planning Commission on 9.10.19, Application under review tonight
May 22, 2019	Park City Planning Commission reviewed and approved the amendment to the approved Master Planned Development and Conditional Use Permit.	See staff report/exhibits (page 339) and meeting minutes (page 46)
May 22, 2019	Park City Planning Commission reviewed and approved the Kings Crown Condominium Plat for Buildings B, C, and D.	See staff report/exhibits (page 373) and meeting minutes (page 55)
August 14, 2019	Park City Planning Department received a complete application for the Kings Crown Resubdivision First Amended Plat. This amendment divides Lot 2 into two lots and allocates a portion of Lot 32 to Lot 30.	Positive Recommendation from Planning Commission on 9.10.19, Application under review tonight

Analysis

The original submittal for the proposed Kings Crown Resubdivision First Amended Plat affected Lots 2, 30, and 32. The proposed changes do not change the original approved Density or Unit Equivalent calculations. The first change that the Applicant proposed was to split Lot 2 into two (2) lots (Lot 2A and Lot 2B) to allow for phasing of the Condominiums Buildings (B and C, then D). However, Staff determined that this additional internal Lot Line would create a non-compliance with Setbacks for Condominium Building D. Staff is recommending removing the proposed additional internal Lot Line.

The second change will reallocate a portion of Lot 32 (Platted Open Space) to Lot 30 (Townhome Condominium Site). The Applicant is proposing to reallocate 1,181.43 square feet of Lot 32 to Lot 30. This change is proposed to allow for the proposed Ski Amenity building to be located entirely on Lot 30, which will help resolve Setback requirements for the Accessory Structure.

Figure 2A: Existing Lot 30

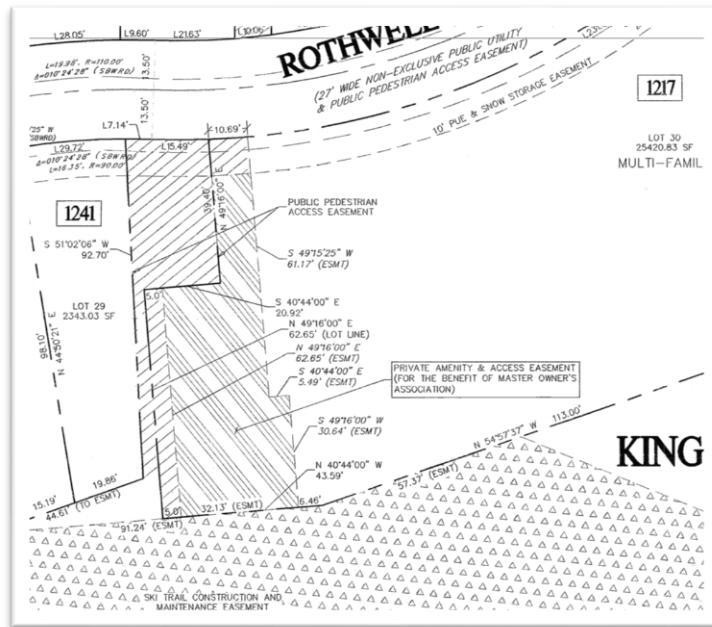
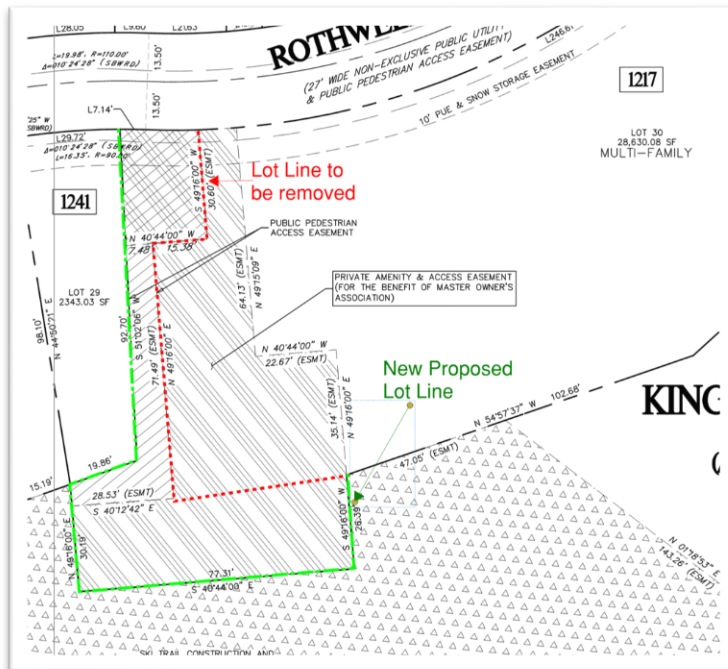


Figure 2B: Proposed Lot 30



It has been discovered that the actual square footage of Lot 32 was incorrectly Platted on the Kings Crown Resubdivision, recorded May 16, 2018. While the recorded Plat states that Lot 32 is 484,004.47 square feet, the actual square footage of the Lot is currently 482,369 square feet. The total contiguous Open Space percentage in the original proposal was 74.6%. With the corrected square footage of Lot 32, the original proposal included 73.87% contiguous Platted Open Space. As proposed, Lot 32 will be 481,187.57 square feet of platted Open Space, which brings the total percentage to

73.69%. Even with the decrease of 1,181.43 square feet of Open Space, the development will still have more than the required 60% Open Space, per [Land Management Code 15-6-5\(D\)](#).

Good Cause

Staff finds good cause for this Plat Amendment as it will resolve the issue of a building crossing property lines for the proposed Ski Amenity Building. Additionally, it reflects compliance with the amended Master Plan Development and Conditional Use Permit, and amended Affordable Housing Mitigation Plan.

Process

The approval of this Plat Amendment application by the City Council constitutes Final Action that may be appealed following the procedures found in Land Management Code §15-1-18.

Department Review

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

Notice

On August 28, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on August 28, 2019, according to requirements of the LMC.

Public Input

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

Alternatives

- The City Council may approve the proposed Kings Crown Resubdivision First Amended Plat, as conditioned or amended; or
- The City Council may deny the proposed Kings Crown Resubdivision First Amended Plat, and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the proposed Kings Crown Resubdivision First Amended Plat, and request additional information or analysis in order to make a recommendation.

Significant Impacts

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

Consequences of Not Taking Recommended Action

The Ski Amenity building could not be constructed as proposed as it would cross property lines.

Summary Recommendation

Staff recommends that the City Council review and hold a public hearing for the Kings Crown Resubdivision First Amended Plat located at located at 1271 Lowell Avenue and

1217 Rothwell Road, and consider approving the proposed Plat, with the exception of the additional internal lot line in Lot 2 (see Executive Summary), based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance

Attachment 1 – Proposed Plat

Exhibit B – Applicant's Project description

Exhibit C – Survey

Exhibit D – Aerial Photograph

Exhibit E – Site Photographs

Exhibit F – Current Plat

Exhibit G – Amended MPD/CUP Findings of Fact, Conclusions of Law, and Conditions of Approval

Exhibit H – Amended Housing Mitigation Plan

Exhibit A – Draft Ordinance

Ordinance No. 2019-51

AN ORDINANCE APPROVING THE KINGS CROWN RESUBDIVISION FIRST AMENDED PLAT, LOCATED AT 1271 LOWELL AVENUE AND 1217 ROTHWELL ROAD, PARK CITY, UTAH.

WHEREAS, the property owners of the property located at 1271 Lowell Avenue and 1217 Rothwell Road have petitioned the City Council for approval of the Condominium Plat; and

WHEREAS, on August 28, 2019, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on August 28, 2019, the site was properly noticed and posted according to the requirements of the Land Management Code; and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on September 11, 2019, to receive input on the Condominium Plat; and

WHEREAS, the Planning Commission on September 11, 2019, forwarded a positive recommendation to the City Council; and

WHEREAS, on October 10, 2019, the City Council held a public hearing to receive input on the Condominium Plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Kings Crown Resubdivision First Amended Plat, located at 1271 Lowell Avenue and 1217 Rothwell Road.

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

SECTION 1. APPROVAL. The Kings Crown Resubdivision First Amended Plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The site is located at 1271 Lowell Avenue and 1217 Rothwell Road.
2. The proposed Plat Amendment affects Lots 2, 30, and 32 of the Kings Crown Resubdivision.
3. The site is located within the Recreation Commercial (RC) District and the Recreation and Open Space (ROS) District.

4. On January 10, 2018 the Park City Planning Commission approved the Kings Crown Master Planned Development (MPD) and a Conditional Use Permit for Multi-Unit Dwellings throughout the development for market rate and affordable housing units.
5. On February 1, 2018 the Park City Council approved the Kings Crown Re-Subdivision Plat, per Ordinance No. 2018-05.
6. On May 16, 2018 Summit County recorded the Kings Crown Re-Subdivision Plat – entry no. 1091847.
7. On June 13, 2018 the Park City Planning Commission ratified the Development Agreement required by the approved Master Planned Development.
8. On June 14, 2018 Summit County recorded the Development Agreement -entry no. 01093392.
9. On August 30, 2018 the Park City Housing Authority approved the Kings Crown Affordable Housing Mitigation Plan.
10. On June 17, 2019 the Park City Planning Department received a complete Condominium Plat for the Kings Crown Townhome Condominiums.
11. On May 22, 2019 the Planning Commission amended the Master Planned Development (MPD) and Conditional Use Permit (CUP).
12. The proposed Kings Crown Resubdivision First Amended Plat affects Lots 2, 30, and 32.
13. The proposed changes do not change the original approved Density or Unit Equivalent calculations.
14. The Plat Amendment proposes to reallocate a portion of Lot 32 (Platted Open Space) to Lot 30 (Townhome Condominium Site).
15. The Applicant is proposing to reallocate 1,181.43 square feet of Lot 32 to Lot 30. This change is proposed to allow for the proposed Ski Amenity building to be located entirely on Lot 30, which will help resolve Setback requirements for the Accessory Structure.
16. It has been discovered that the actual square footage of Lot 32 was incorrectly Platted on the Kings Crown Resubdivision, recorded May 16, 2018. While the recorded Plat states that Lot 32 is 484,004.47 square feet, the actual square footage of the Lot is currently 482,369 square feet.
17. The total contiguous Open Space percentage in the original proposal was 74.6%. With the corrected square footage of Lot 32, the original proposal included 73.87% contiguous Platted Open Space.
18. As proposed, Lot 32 will be 481,187.57 square feet of platted Open Space, which brings the total percentage to 73.69%.
19. The applicant has indicated that they will not seek to build (sell) duplex lots on applicable lots. The note on the Plat indicating this shall remain.
20. Staff finds good cause for this Plat Amendment as it will allow the Condominium buildings to be phased and it will resolve the issue of a building crossing property lines for the proposed Ski Amenity Building. Additionally, it reflects compliance with the amended Master Plan Development and Conditional Use Permit, and amended Affordable Housing Mitigation Plan.
21. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law:

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

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat and CCRs for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant shall record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The proposed final plat shall in compliance with criteria outlined under the LMC § 15-7.3 Requirements for Improvements, Reservations, and Design which includes the following, as applicable: general subdivision requirements, general lot design requirements, road requirements and design, drainage and storm sewers, water facilities, sewer facilities, sidewalks, hiking trails, bike paths, and horse trails, public uses, preservation of natural features and amenities. All plats are reviewed by the City Engineer for these and other applicable standards.
4. The project is over 1.0 acres and will be required to meet the requirements of Park City's municipal separate storm sewer system (MS4) storm-water program
5. 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
6. A plat note shall state that all conditions of approval of the amended Master Planned Development, Conditional Use Permit, Kings Crown Re-Subdivision First Amended Plat, and amended Housing Mitigation Plan shall continue to apply.

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

PASSED AND ADOPTED this 10th day of October, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

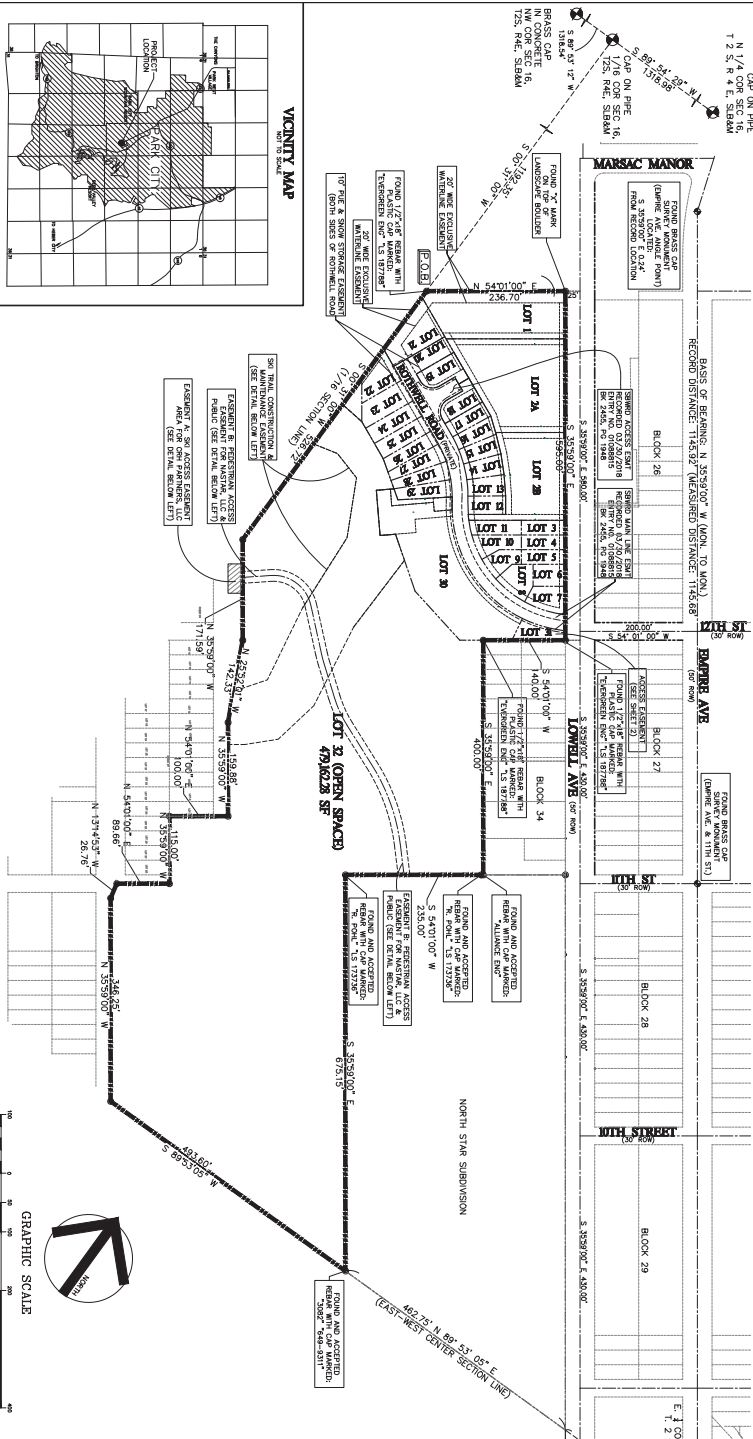
Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

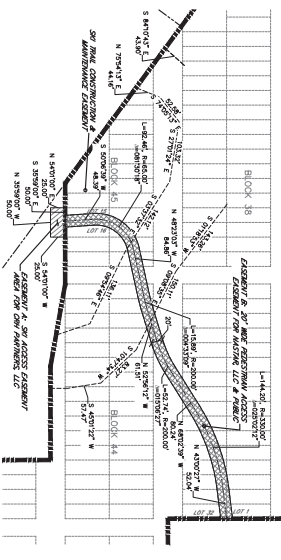
Mark Harrington, City Attorney

KING'S CROWN RE-SUBDIVISION FIRST AMENDED (A 33 LOT RESIDENTIAL SUBDIVISION)

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH



EASEMENT DETAIL



NARRATIVE

1. BASIS OF BEARING: N 25°59'07" W. BETWEEN A FOUND BRASS CAP SURVEY MONUMENT AT THE INTERSECTION OF LOMBARD AVENUE AND THE NORTH LINE OF THE SUBDIVISION AND THE NORTH LINE OF THE SUBDIVISION. 2. PROPERTY: AS SHOWN HEREON. 3. TOWNSHIP: 2 SOUTH, RANGE: 4 EAST, SALT LAKE BASE AND MERIDIAN. 4. COUNTY: SUMMIT COUNTY, PARK CITY, UTAH. 5. ALLOT AND BOUND LINES OF BLOCKS 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 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August 11, 2019

Mr. Bruce Ericksen, Planning Director
Ms. Anne Laurent, Director of Community Development
Park City Municipal Corporation
PO Box 1450
445 Marsac Avenue
Park City, UT 84060

RE: King's Crown Re-Subdivision Plat Amendment

Dear Anne and Bruce,

Please find attached to this memo our proposed Plat Amendment to the King's Crown Re-Subdivision Plat (recorded 05/16/18, entry # 1091847). The applicant is proposing two changes to its current Recorded Plat. They are a lot line adjustment to Lots 30 and 31 that place all of the area affected by the Ski Amenity Building into the Townhome Lot on Lot 30. The second proposed amendment is to parcel off Building D located on Lot 2 so that Buildings A and B are one Lot (Lot 2A) and Building D is a separate Lot (Lot 2B). There are no other proposed changes to the current entitlement. The proposed amendments do not alter the current land plan nor do they alter the current MPD and CUP in place for the King's Crown Re-Subdivision Plat. The proposed Plat Amendment is to adjust the Plat to allow for Lot 2 to become two separate parcels and to clean up the complex lot lines underlying the Ski Amenity Building.

As the King's Crown development has continued to mature, it has been determined that the King's Crown Condominiums should be phased into a Phase 1 (Buildings B&C) and Phase 2 (Building D). This has necessitated subdividing the Lot 2 parcel in order to create legal separation for legal concerns. All of the condominium buildings in King's Crown, including the Workforce Housing, were designed to work in unison with one another relative to access and walkways. For that reason, there are cross-easements between the buildings that remain in place with the proposed Plat Amendment. Nothing else changes. There is no further square footage proposed. The proposal is simply a subdivision of the current Lot 2 for legal purposes. Since the buildings are designed and intended to work in harmony with each other, we are also requesting side setback requirements be waived so that stairs and access flow seamlessly between Buildings C and D. This is similar to the Affordable Housing Building and Building B.

Upon completing Construction Drawing detail, the Ski Amenity building area has changed so that it has proven to be a challenge to make the lot lines work with setbacks and other considerations. The original complex lot lines were designed to allow for public access up the stairs on the side of the building. As this has evolved and changed to meet actual construction considerations, this has necessitated that the original concept of separating the public land from the private land be abandoned and the entire very complex lot configuration simply be incorporated into Lot 30. The original concerns can be resolved

fully through public access easements and the former configuration over-complicated the public access element of the Ski Amenity Building. This portion of the Plat Amendment is to clean up the lot lines and make for a simpler, easier to understand and workable lot configuration. The Ski Amenity Building will be made part of the Townhome Condominium Plat in its entirety and both Staff and the Applicant agree that this is the best way to achieve that goal.

Thank you sincerely for your consideration of this proposal. Please do not hesitate to contact me with any questions or concerns whatsoever concerning his application.

Sincerely,

Rory Murphy
CRH Development, LLC
CRH Partners, LLC
435-640-5068



NARRATIVE

- [illegible]

SURVEYOR'S CERTIFICATE

I, GREGORY WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187786, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREIN DESCRIBED PROPERTY.

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, THIS RECORD OF SURVEY IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE NATIONAL STANDARDS AND REGULATIONS OF THE ASME.

GREGORY R. WOLBACH
 GREGORY R. WOLBACH
 PROFESSOR
 GREGORY R. WOLBACH
 NO. 157788
 DEAN
 DATE
 March 30, 2001



DEED DESCRIPTION

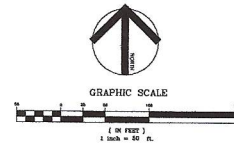
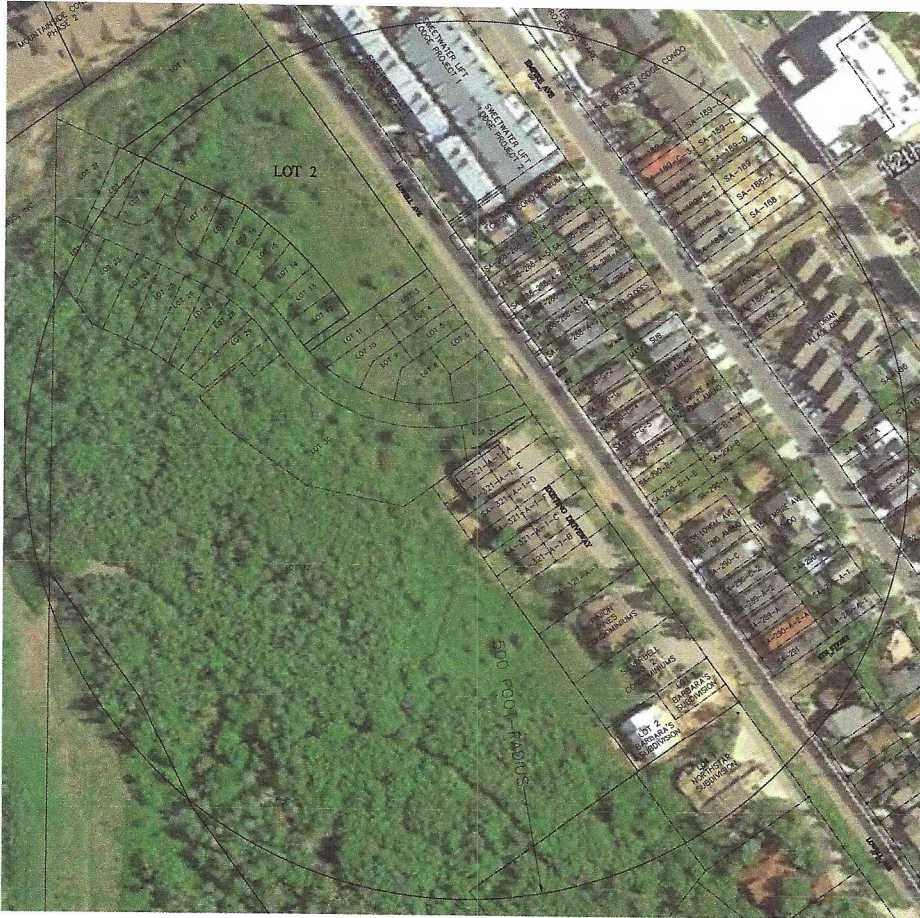
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BOUNDARY DESCRIPTION

BROOKLYN, N. Y. (AP) — The Commission on the Causeway, a watchdog that saved the Statue of Liberty from being sold to a Japanese collector, has announced that it will accept a \$10 million offer from a Japanese collector to purchase the statue. The commission, which was created by the U.S. Congress in 1986, has been working to find a buyer for the statue since it was placed on the market in 1986. The statue was placed on the market after the U.S. government decided to sell it to raise money for the U.S. Treasury. The commission has been working to find a buyer for the statue since it was placed on the market in 1986. The statue was placed on the market after the U.S. government decided to sell it to raise money for the U.S. Treasury. The commission has been working to find a buyer for the statue since it was placed on the market in 1986.

PEDESIDIKAN ACCESS EASEMENT FOR NASTAR, LLC

[illegible]



Evergreen Engineering, Inc.
1000 S. 10th St., Suite 200, Anchorage, Alaska 99503
 Phone: (907) 562-1234 Fax: (907) 562-1235
 Email: info@evergreeneng.com Website: www.evergreeneng.com

KINGS CROWN RESUBDIVISION
EXISTING AERIAL PHOTO
PROJECT NO. 2015-001

DESIGNED BY: ADM
 DRAWN BY: ADM
 CHECKED BY: ADM

DATE: 01/15/2015
 SCALE: AS SHOWN
 SHEET NO. 1 OF 1

From: William Garner <wpg3ut@gmail.com>

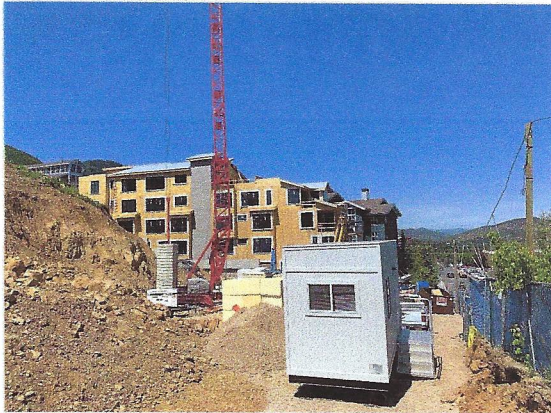
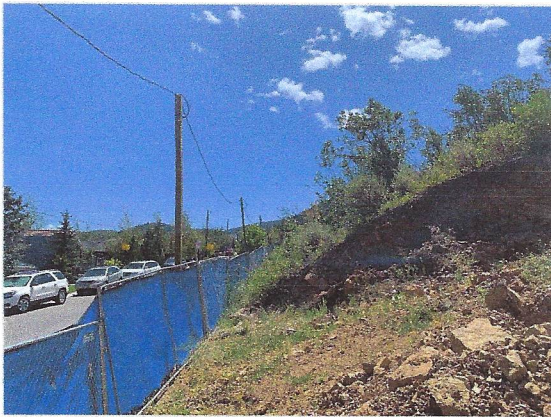
To: Rory Murphy <paladinparkcity@aol.com>

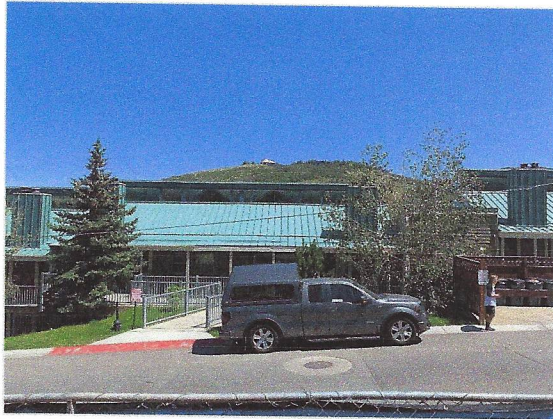
Date: Wed, Aug 14, 2019 12:50 pm

Attachments: file2-3.jpeg (3917K), file-7.jpeg (3855K), file3-2.jpeg (4386K), file1-4.jpeg (2906K)

Thank you,
Chip Garner
435-640-1299
wpg3ut@gmail.com

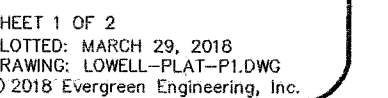
4Attached Images





LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH



N^o. 1091847 Date 5/16/18
STATE OF UT TIME - 1:16 pm
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:
REAL ADVANTAGE TITLE
fee \$92.00 C. Willoughby - deputy
CLERK OF COURTS

N 35°59'00" W 580.00'

N 35°59'00" W 580.00'

12TH ST.
(30' ROW)

(30' ROW)



No. 1091847 Date 5/16/18
STATE OF UT Time - 1:16pm
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:
REAL ADVANTAGE TITLE
C. J. Willoughby - deputy
Fee - \$92.00 COUNTY RECORDER

Master Planned Development & Conditional Use Permit Findings of Fact:

1. The subject site is located at 1201 – 1299 Lowell Avenue.
2. The subject site is within the RC, ROS, and SLO District.
3. The proposed development takes place roughly over 30% of the property, all contained within the RC District located adjacent to Lowell Avenue towards the northeast of the subject site.
4. The applicant proposes to build three (3) multi-unit buildings with access off Lowell Avenue, a private road/drive to be known as Rothwell Road, and a townhouse building with access off Rothwell Road.
5. The proposed private road/drive begins at the 12th Street / Lowell Avenue intersection which then curves up to a hammer-head turn around.
6. Rothwell Road climbs up approximately sixty feet (60') and is approximately 548 feet long.
7. The applicant also proposes to develop 27 single-family lots, 4 of which would be accessed off Lowell Avenue, and the remaining 24 would be accessed off Rothwell Road (15 on the west side of the private road and 8 on the east side of the private road).
8. The applicant does not plan on building the 27 houses, but to develop the lots to be able to sell them individually.
9. The MPD includes a total of 32 lots.
10. The MPD includes eight (8) deed restricted affordable housing condominium units (8.85 affordable unit equivalents).
11. The MPD includes eight (8) additional non-required deed restricted affordable housing condominium units (9.07 affordable unit equivalents).
12. The MPD includes 11.2 acres of platted open space in the form of large tracts of contiguous natural open space that does not include open space area around the units, equating to 74.6%. The total open space percentage is 83.9.
13. The MPD includes 25 market rate condominiums, 7 market rate townhomes, and 27 market rate single family detached houses.
14. Building A is a multi-unit dwelling, listed as a conditional use.
15. Building A has 15 residential affordable housing units.
16. Building A has the following square footage:
 - a. Residential: 16,520
 - b. Mechanical: 256
 - c. Internal circulation (hallways and stairs): 1,833
 - d. Parking and vehicular circulation: 5,571
 - e. Overall: 24,180
17. Building A has 18 parking spaces located in an enclosed underground parking garage.
18. Building A has vehicular access off Lowell Avenue through one (1) driveway.
19. Building A has 5 stories above the parking garage.
20. Building A is on proposed lot 1.

21. Affordable housing residential units do not count towards residential Unit Equivalents.
22. Building B/C is a multi-unit dwelling, listed as a conditional use.
23. Building B/C has 14 residential units.
24. Building B/C has the following square footage:
 - a. Residential: 27,218 (13.61 residential Unit Equivalents)
 - b. Mechanical: 957
 - c. Internal circulation (hallways, stairs, and elevator): 2,664
 - d. Parking and vehicular circulation: 10,593
 - e. Common area/pool: 5,822
 - f. Owners storage (platted common): 1,310
 - g. Affordable housing unit (platted common): 717
 - h. Overall: 49,281
25. Building B/C has 25 parking spaces located in enclosed underground parking garages.
26. Building B/C has vehicular access off Lowell Avenue through two (2) separate driveways.
27. Building B/C has 4 stories above the parking garage.
28. Building B/C is on proposed lot 2.
29. Building D is a multi-unit dwelling, listed as a conditional use.
30. Building D has 11 residential units.
31. Building D has the following square footage:
 - a. Residential: 24,250 (12.13 residential Unit Equivalents)
 - b. Mechanical: 528
 - c. Internal circulation (hallways, stairs, and elevator): 2,252
 - d. Parking and vehicular circulation: 7,865
 - e. Owner's storage (platted common): 724
 - f. Overall: 35,619
32. Building D has 22 parking spaces located in an enclosed underground parking garage.
33. Building D has vehicular access off Lowell Avenue through one (1) driveway.
34. Building D has 4 stories above the parking garage.
35. Building D is on proposed lot 2.
36. Townhomes Building is a multi-unit dwelling, listed as a conditional use.
37. Townhomes Building has 7 residential units
38. Townhomes Building is 29,005 (14.50 residential Unit Equivalents).
39. Townhomes Building has 14 parking spaces, 2 within each parking garage.
40. Townhomes Building has vehicular access off proposed private drive through individual driveways.
41. Townhomes Building has 3 stories above the garage level.
42. Townhomes Building is on proposed lot 30
43. Single-family dwellings are an allowed use within the District.

44. The applicants request to plat 27 lots to accommodate one (1) single-family dwelling on each lot.
45. The approximate buildable square footage of the single family dwellings is 71,880 (35.94 residential Unit Equivalents).
46. The single-family dwellings require 54 parking spaces, 2 within each lot as required.
47. The single-family dwellings have vehicular access off proposed private drive through individual driveways and four (4) off Lowell Avenue.
48. The single family lots are on proposed lots 3-29.
49. The applicant proposed two (2) lots to be re-platted as open space.
50. Proposed open space Lot 31 is 2,106.4 square feet with retaining walls and stair access to adjacent property to the south.
51. Proposed open space Lot 32 is 487,798.29 square feet (11.2 acres).
52. Proposed open space Lot 32 is to house an accessory building, 750 square feet, consisting of restroom and lockers for the exclusive use of property owners.
53. The proposed accessory building on Lot 32 is located on the RC District.
54. Accessory buildings are an allowed use with the RC District.
55. Restrooms/lockers are considered residential accessory space and does not count towards Unit Equivalents.
56. The site contains a total of 653,860 sf. (15.01 acres) broken down in the following manner:
 - a. RC District: 199,867 sf. (4.59 acres)
 - b. RC District within the SLO Zone: 78,654 sf. (1.81 acres)
 - c. ROS District: 84,194 sf. (1.93 acres)
 - d. ROS District within the SLO Zone: 291,145 sf. (6.68 acres)
57. The applicant proposes to build solely within the zoning boundaries of the RC District. The applicant does not request to build within the boundary of the RC District/SLO, or within the ROS District, and these areas would be dedicated as open space.
58. Within the RC District, sites with multi-unit dwellings receive a maximum floor area ratio (FAR) of 1.0.
59. The portion of the site in the RC District has a maximum floor area of 199,867 sf. for multi-unit dwellings.
60. The RC District does not provide a FAR standard for single-family dwelling lots, but rather, a minimum lot area requirement of 1,875 sf.
61. The proposal contains a total FAR of 0.41 ($80,963 \div 199,867$) for multi-unit dwellings.
62. In applying the FAR at its maximum, the site would have a remaining 118,904 sf. in density ($199,867 - 80,963$).

63. In applying the floor area not used for multi-unit dwelling for single-family dwellings, this would create approximately 63 residential lots (applying the minimum lot area of 1,875 square feet).
64. The applicant requests to re-subdivide 27 single-family lots in conjunction with their 80,963 sf. of multi-unit dwellings.
65. A residential Unit Equivalent is 2,000 square feet.
66. The applicant proposes the construction of the following 32 residential units and the allotment of 27 lots:
 - a. 14 flats within the multi-unit Building B/C totaling 27,218 square feet (13.61 residential Unit Equivalents).
 - b. 11 flats within the multi-unit Building D totaling 24,250 square feet (12.13 residential Unit Equivalents).
 - c. 7 townhouses within the Townhome Building totaling 29,005 square feet (14.50 residential Unit Equivalents).
 - d. 27 lots to accommodate one (1) future single-family dwellings on each lot which would be approximately 71,880 square feet (35.94 residential Unit Equivalents).
67. The applicant requests to maintain the MPD setback of 25 feet around the perimeter of the entire development, with the exception of seven (7) future single-family residential Lots 3-7 and 21-22.
68. Applicant seeks the following setback reductions as allowed by the Code, if granted by the Planning Commission:
 - a. Proposed Lot 3-7 front setback reduction to ten feet (10').
 - b. Proposed Lot 21 side setback reduction to twenty feet (20').
 - c. Proposed Lot 22 side setback reduction to ten feet (10').
69. The proposed setback reductions as described above matches the abutting zone setbacks and all aspect of the project will comply with applicable Building and Fire codes. The reductions do not increase project density, maintain the general character of the surrounding neighborhood in terms of mass, scale and spacing between houses, and they meet open space requirements of the MPD.
70. The proposed setback reductions are in compliance with LMC MPD provisions.
71. All Master Planned Developments shall contain a minimum of sixty percent (60%) open space as defined in LMC Chapter 15-15.
72. The site contains a total of 653,759 square feet. The site contains 17,012 square feet of hard-scaped plazas equating to 2.6% of the site and 531,519 square feet (12.20 acres) equating to 81.3% of natural open space.
73. The applicant proposes to designate the use of the two (2) open space lots on the proposed Re-Subdivision (plat).
74. The applicant does not request to decrease the required number of off-street parking spaces; therefore, no parking analysis has been submitted. See

building by building requirement:

- a. Affordable Housing Building A requires 18 parking spaces based on the size of the units. The proposed building contains 18 parking spaces.
 - b. Building B/C requires 24 parking spaces based on the size of the units. The proposed building contains 25 parking spaces.
 - c. Building D requires 20 parking spaces based on the size of the units. The proposed building contains 22 parking spaces.
 - d. Townhome building requires 14 parking spaces based on the size of the units, two (2) parking spaces per unit. Proposed building contains 14 parking spaces.
 - e. Single-family dwelling residential lots require 54 parking spaces, based on unit count. These 27 residential lots would require a minimum of 2 parking spaces per unit.
75. The proposal complies with the provisions of the building height parameters for multi-unit buildings listed under LMC § [15-2.16-4 Building Height](#) and single-family dwellings listed under LMC § [15-2.16-5 Special Requirements For Single Family And Duplex Dwellings \(subsection L-M\)](#), including all applicable height exceptions as allowed in the LMC.
 76. The applicant does not seek additional height under the MPD parameters listed under LMC § [15-6-5 MPD Requirements, Sub-section F](#).
 77. The project has been designed to maintain the existing neighborhood development pattern, with the larger scale buildings located alongside the existing multi-family.
 78. The proposed plan uses the massing of the buildings to mitigate the need for retaining walls by burying the buildings into the hillside. The balance of the required retaining walls has been stepped in shorter wall sections to reduce/eliminate tall retaining walls.
 79. Roads and utility lines are proposed to work with the existing grades to the greatest extent possible, as indicated on the civil site and grading plans. Areas of the deepest cuts are mitigated by using the townhome buildings to step up the hill.
 80. All trails proposed with the MPD are incorporated into open space elements and in some areas are maintained and improved in their existing locations. Trail easements will be platted on the final recorded subdivision plats. Staff recommends adding a public recreation easement on Rothwell Road (private road) connecting to trail network on the mountain.
 81. The City requests to secure a recreational public access easement from Lowell Avenue, up the roadway to the stairwell shown on the plans, to allow for public trail access.

82. The City requests to prepare a public trail plan for the open space parcel, provide for trail 'corridors' subject to final alignment, which would be part of the recorded development agreement. The applicant stipulates to this condition of approval.
83. There are sufficient areas adjacent to the streets, driveways, and parking areas to store snow.
84. The MPD shall comply with the trash storage and collection and recycling regulations contained herein.
85. There are no commercial or non-residential uses with this project, and all off-street parking requirements are met within the project. The bus stop/transportation area is located yards away from the project at the resort base. The applicant is considering placing an e-bike sharing station on site on Lowell Avenue for public use.
86. The submitted landscape plans specify the maximum area allowed for lawn or turf is limited to fifty percent (50%) of the total Area allowed to be disturbed and not covered by Buildings and other hard surfaces.
87. Drought tolerant species and species native to the area are stipulated in the Guidelines. Native rock and boulders are stipulated as allowed within the LMC.
88. Lighting is proposed to comply with requirements of LMC Chapter 15-5, Architectural Review and is further spelled out in the Guidelines.
89. No development within the MPD is located within the SLO with the exception of trails, which are an allowed use in the SLO.
90. The proposal includes 200% of the required Affordable Housing as required by the current housing resolution (03-2017).
91. The current affordable housing proposal, which is developed through the Affordable Housing Staff and the Affordable Housing Authority (The City Council), is shown on a table within this staff report. The Staff and the Affordable Housing Authority retain the final say on these figures.
92. The proposal does not create additional demands for child care.
93. An environmental survey ([Exhibit P - Environmental Survey](#)) was prepared revealing no environmental contaminants on the property.
94. A mine site study ([Exhibit Q - Mine Site Studies](#)) was conducted and determined that there were no mining related activities on the property.
95. The proposal fulfills the following goals and objectives of the General Plan.
96. A cultural survey ([Exhibit O - Cultural Survey](#)) was prepared revealing the only significant historical element on site was the Crescent Tramway, which will remain as the existing ski/ bike trail on the property. There are no historic structures on site.
97. LMC § 15-6-4 (G) states that once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement and

- shall be submitted to the Planning Department within six (6) months of MPD approval, for ratification by the Planning Commission.
98. Multi-unit dwellings and Master Planned Developments are listed as a conditional uses in the RC District.
 99. The applicant proposes the construction of four (4) multi-unit dwelling buildings which includes one (1) building housing the affordable housing units that exceeds the required affordable housing requirements.
 100. There are certain uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.
 101. A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards.
 102. The project is located on Lowell Avenue, between 12th and 13th Street.
 103. The four (4) multi-unit dwellings are located at the lower portion of the subject site.
 104. A traffic study (Triton Engineering, June, 2017) was provided by the applicant and reviewed by the City indicating that study intersections are anticipated to continue operating at acceptable levels of service.
 105. Capacity of existing streets can handle anticipated normal traffic especially based on the fact that maximum density is not being pursued by the applicant.
 106. Utilities necessary for these proposed uses are available at or near the site.
 107. Final utility plans, including grading and storm water run-off plans will be required at time of building permit review.
 108. The proposed plans have been reviewed by the City and the Park City Fire District for compliance and meet the requirements for emergency vehicle access based on the close proximity to Lowell Avenue and the direct connection of the private drive.
 109. The proposed conditional use meets all LMC parking regulations.
 110. The internal circulation plan incorporated on the site plan showing proposed access to existing trails as well community access point to the trails and ski runs.
 111. Adjoining uses mirror the uses proposed in this project, and no separation is required. In fact, the project is providing community access through to adjacent open space.
 112. The project has been designed to mirror the existing neighborhood development patterns.
 113. The larger mass buildings are located adjacent to the larger buildings on Lowell, and the project homes mirror the East side of Lowell, with the

townhomes continuing the townhome pattern as well.

114. As designed, approximately 82 percent of the project is contiguous open space, with access to skiing and bike trails.
115. All signs and lighting for the project will be approved through the Master Sign Plan application process and through building department review for compliance with the LMC.
116. The physical design of the proposed additions and new buildings, in terms of mass, scale, style, design and architectural detailing.
117. The proposed buildings complement the existing neighborhood in architectural character, materials, colors, mass and scale.
118. Proposed materials consist of metal and membrane roofing, wood and metal siding, natural stone and other elements consistent with the existing buildings.
119. This project will not create any of the conditions listed that are not normally associated in the residential nature of the proposed use.
120. There will be no commercial delivery or service vehicles to the project as the entire project is residential. Typical residential delivery service will utilize residential streets and driveways.
121. Trash and Recycling will mirror the existing Old Town pattern and usage with small residential trash bins, and shall comply with the required regulation listed under Master Planned Developments.
122. All condominiums will be sold as wholly owned condominiums and be required to follow local guidelines relative to other uses, the same applies to the single-family lots.
123. The proposed development is not within any environmentally sensitive lands, physical mine hazards, historic mine waste, or Park City Soils Ordinance.
124. The site is within steep slopes found throughout the site.
125. The overall proposal, both Multi-Unit Dwellings (conditional use) and single-family detached houses (allowed use) takes place over approximately 30% of the entire site.
126. The Applicant provided [Exhibit R - Proposed Export Fill Placement Exhibit and Possible Fill Locations, with the](#) placement, volume and height of on-mountain waste rock on a map showing the placement areas for waste rock.
127. Applicant indicates a verbal agreement with Park City Mountain representatives to place the material from the multi-unit buildings and road construction on Park City Mountain.
128. [Exhibit R - Proposed Export Fill Placement Exhibit and Possible Fill Locations](#) also shows the proposed study of the corresponding volumes and depths of the waste material on adjacent property.
129. Applicant indicates that all waste material must be certified as environmentally clean, compacted in no more than 2-foot lifts (to achieve a 90%+ compaction)

covered with six inches (6") of topsoil, seeded with a native grass mix and sod placed over the grass seeds.

130. Applicant demonstrates that the maximum depth would be 5 feet, tapering off to 0 feet.
131. Applicant proposes to transport the excavated material to the neighboring property without the necessity of using City streets. It is the Applicant's responsibility to seek such permission with the neighboring site.
132. Applicant explains that in the highly unlikely case that they are unable to secure a written agreement with the Park City Mountain, the excavation material would be disposed of by the traditional method used in the vast majority of construction projects to be approved by the City prior to issuance of building permits.
133. The applicant estimates 14,400 cubic yards of material (includes swell) which would equate to 1,440 truckloads (at 10 yds. / truck).
134. As a Condition of Approval, the applicant has indicated that they would not undergo excavation or footings and foundation work on the multi-family buildings or the access road during the winter season from Christmas through April 1st.
135. Applicant has indicated that they will instruct construction staff to keep delivery trucks off the streets during the peak busy times of between 8:30 am and 10:00 am as well as the peak afternoon times of 3:30 pm through 4:30 pm.
136. Applicant agrees to not deliver materials during the busiest tourist times of Christmas week, MLK weekend, Sundance week, MLK weekend, President's Day weekend, Arts Fest, July 4th weekend, Miner's Day weekend, and Tour de Utah.
137. Applicant has provided the approximate excavation quantities of the 27 single-family dwellings which would be approximately 7500 cubic yards.
138. The applicant does not plan on building the 27 single-family dwellings but plans to sell the lots to individuals and/or builders.
139. The Chief Building official has studied the applicant's preliminary Construction Mitigation Plan and finds that the proposal is in compliance with current Building Department policies.
140. Construction Mitigation Plan will be finalized by the Building Dept. once building permits are submitted by the applicant.
141. The applicant stipulates to the conditions of approval.
142. The discussion in the Analysis section is incorporated herein.

Master Planned Development Conclusions of Law

1. The MPD, as conditioned, complies with all the requirements of the Land Management Code;
2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5

herein;

3. The MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission;
4. The MPD, as conditioned, strengthens and enhances the resort character of Park City;
5. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
6. The MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
7. The MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities;
8. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
9. The MPD, as conditioned, meets the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable land and least visually obtrusive portions of the Site;
10. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and
11. The MPD has been noticed and public hearing held in accordance with this Code.
12. The MPD, as conditioned, incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application.
13. The MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.
14. The MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.
15. The MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.

Conditional Use Permit Conclusions of Law:

1. The proposal satisfies the Conditional Use Permit review criteria as established by the LMC's Conditional Use Review process (§15-1-10(E), Criteria 1-16).
2. The proposal complies with all requirements of this LMC.
3. The Uses will be Compatible with surrounding Structures in Use, scale, mass
4. The effects of any differences in Use or scale have been mitigated through careful planning.

Master Planned Development & Conditional Use Permit Conditions of Approval:

1. All standard project conditions shall apply.
2. A Construction Mitigation Plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any grading or building permits. The CMP shall be updated as necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control. Storm-water management and other items as may be required by the Building Department. The immediate neighborhood and community at large shall be provided notice at least 24 hours in advance of construction work impacting private driveways, street closures, and interruption of utility service.
3. A storm water run-off and drainage plan shall be submitted with the building plans and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices. Post development drainage shall not exceed predevelopment drainage conditions and special consideration shall be made to protect any wetlands delineated on and adjacent to the site.
4. The project is over 1.0 acres and will be required to meet the requirements of Park City's municipal separate storm sewer system (MS4) storm-water program.
5. Final utility plans, consistent with preliminary utility plans reviewed by the Planning Commission during the MPD review, shall be submitted with the final subdivision plat.
6. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the area provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping.
7. The Snyderville Basin Water Reclamation District's review and approval of the utility plans and final subdivision plat, for conformance with the District's standards for review, is a condition precedent to plat recordation and building permit issuance.
8. An Affordable Housing Plan shall be approved by the Park City Housing Authority prior to issuance of any building permits for units within the MPD and deed restrictions shall be recorded.
9. As a condition precedent to receiving a certificate of occupancy for any market rate unit the City shall be provided with proof of compliance with the approved Affordable Housing Plan.
10. A master sign plan for the project shall be submitted, reviewed for compliance with the Park City Sign Code, and approved by the City, as a condition precedent to issuance of any individual sign permits.

11. Approval of this Master Planned Development is subject to LMC Chapter 6- Master Planned Developments and shall expire two years from the date of execution of the Development Agreement unless Construction, as defined by the Uniform Building Code, has commenced on the project.
12. Once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement. The Development Agreement must be submitted to the Planning Department for ratification by the Planning Commission within 6 months of this approval. The Development Agreement shall be signed by the Mayor on behalf of the City Council and recorded with the Summit County Recorder.
13. Timing of completion of all required items and public benefits shall be further described and stated in the Development Agreement.
14. Vegetation and landscaping will be planted in such a manner that screening of adjacent properties is to be consistent with approved landscape plans. The applicant recognizes that the City Engineer have final authority on landscape placement in required easement areas.
15. All interior roads shall be constructed to Park City Engineering standards. Final grades, storm drainage and width to be approved by the City Engineer.
16. Interior roads are proposed to be private and maintained by the HOA.
17. An HOA shall be in place to maintain and govern the property.
18. An open space use plan shall be approved by the Park City Planning Department and shall be included as part of the development agreement. Such uses shall be consistent with the LMC and shall include ski runs, hiking/biking trails and related ski improvements such as snow making and signage as needed and appropriate.
19. A trails master plan that is consistent with the city's needs and desires shall be forwarded by the City Trails personnel and approved by both the applicant and the Park City Planning Department, which would be part of the recorded development agreement.
20. The applicant shall allow a recreational public access easement from Lowell Avenue, up the roadway to the stairwell shown on the plans, to allow for public trail access, and shall be shown on the plat.
21. The proposal shall comply with all Architectural Design Guidelines outlined in LMC § 15-5-5 which includes prohibited architectural styles and motifs, prohibited siding materials, design ornamentation, number of exterior wall materials, roofing materials, roof shapes, solar panels and skylights, window treatments, Lighting, trash and recycling enclosures, mechanical equipment, patios and driveways, and landscaping. Materials color samples and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission on January 10, 2018.
22. The proposal shall comply with the trash storage and collection parameters with the language outlined in LMC § 15-5-5(G).
23. The proposal shall not undergo excavation or footings and foundation work on the multi-family buildings or the access road (Rothwell Road) during the winter season from Christmas (December 25) through April 1st.

24. Materials shall not be delivered during the busiest tourist times of Christmas week, MLK weekend, Sundance week, MLK weekend, President's Day weekend, Arts Fest, July 4th weekend, Miner's Day weekend, and Tour de Utah.
25. The final building plans and construction details for the project shall substantially comply with the drawings reviewed by the Planning Commission on January 10, 2018.
26. The applicant shall record a plat prior to selling individual units.
27. A deed restriction all affordable housing units shall be recorded prior building permit issuance.
28. The CCRs shall be submitted with the plat for review and approval by the City prior to final plat recordation.
29. The CCRs submitted with condominium plats that include any deed restricted affordable housing units shall limit the HOA dues related to the deed restricted employee housing unit in order to ensure that the units remain affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the units (or exempt the units from HOA fees) to ensure that the units don't lose their affordability due to HOA fees. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
30. The Conditional Use Permit shall expire on January 10, 2019, unless an extension is requested in writing prior to expiration date and the extension is granted by the Planning Director.
31. A final water efficient landscape and irrigation plan that indicates required storm water facilities and snow storage areas, and that meets the defensible space requirements and mitigates for removal of significant vegetation, shall be submitted with the building permit application for approval by the Planning, Building, and Engineering Department, and shall be in substantial conformance with the plans reviewed by the Planning Commission on January 10, 2018.
32. All requirements and conditions of the Snyderville Basin Water Reclamation District shall be met prior to building permit issuance.
33. This development is part of a common development that is greater than one (1) acre. This development shall meet the MS4 storm water requirements.



May 8, 2019 Amendment Subject to Housing Authority Approval

CRH Partners, LLC
1887 Gold Dust Lane
Park City, UT 84060
Attn: Hans Fuegi

NOTICE OF CITY COUNCIL ACTION – AMENDED

Description: Affordable Housing Mitigation Plan – Amended
Project Title: Kings Crown at Park City
Date of Action: May 30, 2019

Summary of Recommendation

On August 30, 2018, Park City Housing Authority approved a recommendation made by the Planning Commission to approve a Housing Mitigation Plan proposed by CRH Partners, LLC. The Mitigation Plan proposes the construction and sale of 15 affordable/attainable deed restricted condominiums at Kings Crown at Park City. Seven units priced affordable to households earning an average of 76% of AMI are in fulfillment of the affordable housing obligation at Kings Crown at Park City. Eight attainable units priced affordable to 150% of AMI (in accordance with HUD Income Limits) are in excess of the generated housing obligation. Completed units will include one 1-bedroom unit, eight 2-bedroom units and six 3-bedroom units.

Findings of Fact:

1. The applicable Development Agreement was recorded June 14, 2018 for the Kings Crown Master Planned Development (MPD).
2. Housing Resolution 03-2017 Section 8 requires that affordable housing shall be provided equal to 15% of the market residential units in an MPD. The total residential units proposed in the MPD are fifty-seven (57), 15% of which equals 8.55 Affordable Unit Equivalents (AUEs). This requirement is met by providing 9.38 AUEs (8,438 SF) of affordable housing averaging less than 80% of AMI. Each AUE is measured as 900 square feet of interior space.
3. The Housing Mitigation Plan was recommended for approval by the Planning Commission to the Park City Housing Authority on August 8, 2018. The plan was modified slightly after Planning Commission but the terms are substantially the

- same. The final version for approval is attached as Exhibit A with red-lined amendments to correct square footage and approved changes in the agreement.
4. The Applicant proposes a plan to build 8,438 SF of affordable housing comprised on seven (7) two and three bedroom units varying in size from 997 SF to 1,377 SF all within one building. In addition, the Applicant proposes to build an additional eight (8) attainable units (150% AMI, HUD Income Limits) in the same building of one to three units. In addition, one unit of 717 SF will be included in a second building.
 5. The Applicant proposes to price the seven affordable units at an average household AMI of 76% (\$57,834 to \$85,680 annual household income based on the Resolution definition of household size) and the remaining eight units attainable to 150% to 200% AMI depending on HUD defined household size (\$128,520 to \$219,600 annual household income). The 717 SF one-bedroom unit in Building B will be platted as common area and rent will be set affordable to a household at 50% of AMI (\$43,920 maximum income for a family of two and \$1,098 monthly rent in 2019).
 6. Under Section 9 of the Housing Resolution, Applicant is requesting to use Alternative Distribution Ratios so that instead of building 4 townhomes, 1 single family home and 3.5 condominiums, they build 16 affordable/attainable Units in two buildings.
 7. Housing Resolution 03-2017 allows for waivers by the Housing Authority.
 8. Unit descriptions as required by Housing Resolution 03-2017, Section 13 are attached here as Exhibit C.
 9. The Applicant has requested the Housing Authority waive pursuant to Section 19 of Housing Resolution 03-2017 requirements related to construction timing and delivery of the affordable housing units, specifically Sections 11 (Timing of Occupancy) which states that the affordable units must be delivered in proportional timing to the market units & 14A (Construction of Market Units) which states that Affordable units shall be made available for occupancy on approximately the same schedule as a project's market units; except that Certificates of Occupancy ... for the last ten percent of the market units shall be withheld until Certificates of Occupancy have been issued for all of the inclusionary units.
 10. The waiver provision states that the City Council may waive all or part of the requirements of this Resolution in exchange for enhanced project affordability or livability including but not limited to the incorporation of sustainable building practices and systems in the unit design and development).
 11. Applicant proposes 8 additional attainable units in order to enhance project affordability, pricing the affordable units with an overall average of 76% of AMI. The Applicant will build the affordable/attainable building to green building standards in compliance with Section 9.B.5 of Housing Resolution 03-2017.
 12. In addition, in order to meet the spirit of the housing resolution timing requirements, applicant proposes that:
 - a. CRH will post a Performance Bond in an amount equal to the construction cost and in a form acceptable to the City for the completion of the Affordable Housing building.
 - b. If the construction timing of the affordable housing building deviates more than 120 days from the proposed construction, the Applicant shall appear

before the Park City Housing Authority within 30 days to explain the timing discrepancy and propose a remedy. The Housing Authority shall at that time have the right to require that the applicant post a 100% cash (or cash equivalent) guarantee for the remaining portion of the affordable housing building to be constructed.

Conclusions of Law:

1. The conditions of the Development Agreement between CRH Partners, LLC and Park City Municipal Corporation recorded on June 14, 2018 related to Affordable Housing has been met by this plan.
2. This plan complies with Park City Housing Resolution 03-2017.
3. Housing Authority approves a waiver of the Housing Resolution timing of construction and delivery of the affordable housing units.

Conditions of Approval:

1. The Affordable Housing building will be the first building to draw a building permit.
2. No Certificate of Occupancy will be granted for the Crown Homes (market townhomes) prior to receiving the CO for the affordable/attainable building.
3. CRH will post a Performance Bond equal to the cost of construction and in a form acceptable to the City for the construction of the Affordable Housing building.
4. If the construction timing of the affordable housing building deviates more than 120 days from the proposed construction, the Applicant shall appear before the Park City Housing Authority within 30 days to explain the timing discrepancy and propose a remedy. The Housing Authority shall at that time have the right to require that the applicant post a 100% cash (or cash equivalent) guarantee for the remaining portion of the affordable housing building to be constructed.
5. Units will be sold at pricing as follows:

Unit #	Sq Ft	# of Bedrms	Sales Price	Max Hshold
A-101	1,349	3	\$ 303,647	\$ 85,680
A-102 ADA	1,000	2	\$ 197,881	\$ 57,834
A-201	1,000	2	\$ 239,122	\$ 67,473
A-202	998	2	\$ 239,122	\$ 67,473
A-203	1,377	3	\$ 303,647	\$ 85,680
A-303	1,000	2	\$ 263,841	\$ 77,112
A-304	997	2	\$ 263,841	\$ 77,112
Affordable units total	7,721		\$ 1,811,101	
Max total sales price @ 80% AMI			\$ 1,901,120	
Average % AMI Sales Price			76%	
A-301	989	2	\$ 512,404	\$ 144,585

A-302	987	2	\$ 512,404	\$ 175,680
A-401	671	1	\$ 455,470	\$ 153,720
A-402	959	2	\$ 512,404	\$ 175,680
A-403	1,174	3	\$ 569,338	\$ 219,600
A-404	1,189	3	\$ 569,338	\$ 219,600
A-501	1,160	3	\$ 569,338	\$ 219,600
A-502	1,163	3	\$ 569,338	\$ 219,600
Attainable units total @ 150% Ami per HUD Income Limits	8,292		\$ 4,270,034	
Additional Storage	736			
Total	16,749			

6. Deed Restrictions shall be recorded against all 16 units in a form approved by the City Attorney.
7. CCRs for the Affordable/Attainable building will include a provision that HOA fees won't increase more than three percent (3%) per year.
8. Initial HOA dues shall not exceed an average of \$250 per month per unit excluding utilities and internet and/or an average of \$370 per month per unit including utilities and internet.
9. Units within Building A, the affordable/attainable building shall be sold and the one unit in Building B will be rented to eligible households defined in the recorded Deed Restrictions.
10. All sales shall be approved in writing by the City Affordable Housing Office.
11. Housing Authority waived the Housing Resolution 03-2017 construction timing and delivery of the affordable housing units Sections 11 and 14.A.

Attached:

Exhibit A: Housing Mitigation Plan proposed by CRH Partners LLC., dated July 16, 2018 and amended with agreed-upon changes in red as well as proposed 2019 amendment dated April 25, 2019.

Exhibit B: Project Site Plan – Affordable Housing Building is Building A on Lot 1

Exhibit C: Floor Plans for Building A, Affordable and Attainable Housing Building

Exhibit D: Floor Plans for Building B identifying the 717 SF AUE platted as common area.

Sincerely,

Rhoda Stauffer
Affordable Housing Program

City Council Staff Report

Subject: Kings Crown Townhome Condominiums
Author: Laura Kuhrmeyer, Planner
Department: Planning
Project Number: PL-19-04240
Date: October 10, 2019
Type of Item: Legislative – Condominium Plat

Summary Recommendation

Staff recommends that the City Council review and hold a public hearing for the Kings Crown Townhome Condominiums located at 1217 Rothwell Road, and consider approving the proposed Condominium Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Description

Applicant: CRG Development Partners, LLC represented by Rory Murphy
Location: 1217 Rothwell Road
Zoning: Recreation Commercial (RC) District
Adjacent Land Uses: Trails, skiing, open space, and residential.
Reason for Review: Condominium Plat applications require Planning Commission public hearing / review / recommendation to the City Council, and City Council public hearing / review / final action

Proposal / Executive Summary

The Applicant requests approval of the Kings Crown Townhome Condominiums within Kings Crown Master Planned Development to plat seven (7) private market rate residential townhome condominium units, as well as accompanying mechanical space, internal circulation, parking, storage, etc., all to be designated common space. The Condominium Plat would allow the applicant to sell each unit individually and is subject to the amended Kings Crown Master Planned Development / Conditional Use Permit, also included in this packet (see Exhibits H and I).

On September 11, 2019, the Planning Commission reviewed the proposed Kings Crown Townhome Condominium Plat and unanimously forwarded a positive recommendation to City Council (See [Planning Commission September 11, 2019 Audio](#)).

Acronyms

CUP Conditional Use Permit
MPD Master Planned Development
RC Recreation Commercial District

Purpose

The purpose of the Recreational Commercial District is found in [Land Management Code § 15-2.16-1 Purpose](#).

Background/Timeline

Staff has provided a Table below that outlines the background and history of related applications.

Table 1

Date	Action	Staff Report / Link(s)
January 10, 2018	Park City Planning Commission approved the Kings Crown Master Planned Development / Conditional Use Permit.	See staff report/exhibits
February 1, 2018	Park City Council approved the Kings Crown Re-Subdivision Plat.	Ordinance No. 2018-05 , and staff report/exhibits
June 13, 2018	Park City Planning Commission ratified the Development Agreement required by the approved Master Planned Development.	See staff report/exhibits
June 14, 2018	Summit County recorded the Development Agreement.	Entry No. 01093392
May 16, 2018	Summit County recorded the Plat.	Entry No. 1091847
August 30, 2018	Park City Housing Authority approved the Affordable Housing Mitigation Plan.	See staff report/exhibits and meeting minutes (page 10)
June 17, 2019	Park City Planning Department received a complete application for this Condominium Plat.	Positive Recommendation from Planning Commission on 9.10.19, Application under review tonight
May 22, 2019	Park City Planning Commission reviewed and approved the amendment to the approved Master Planned Development.	See staff report/exhibits (page 339) and meeting minutes (page 46)
May 22, 2019	Park City Planning Commission reviewed and approved the Kings Crown Condominium Plat for Buildings B, C, and D.	See staff report/exhibits (page 373) and meeting minutes (page 55)

August 14, 2019	Park City Planning Department received a complete application for the Kings Crown Resubdivision First Amended Plat. This amendment divides Lot 2 into two lots and allocates a portion of Lot 32 to Lot 30 (subject Site).	Positive Recommendation from Planning Commission on 9.10.19, Application under review tonight
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Analysis

The proposed Townhome Condominium Plat memorializes private, common, and limited common area that would that allows the units (townhomes) to be sold individually. The proposed Condominium Plat consists of seven (7) market-rate townhomes within the Kings Crown Master Planned Development, to be platted as the Kings Crown Townhome Condominiums. The unit boundaries of each private unit will be set forth on the recorded plat.

The size of the units range from 4,037 to 4,138 square feet. See table below showing the dwelling unit (townhome) number, private square footage, and limited common area:

Unit #	Unit Square Footage	Limited Common Area Appurtenant With Each Private Unit (deck)
101	4,037	830
102	4,136	856
103	4,114	859
104	4,132	837
105	4,121	840
106	4,131	857
107	4,138	1,247
Total Private	28,809	

Common areas include exterior walls and internal bearing walls/columns, footing and foundation, roof, etc. Limited common areas include several exterior decks as well as elevators for each unit.

Good Cause

Staff finds good cause for this Condominium Plat as it reflects compliance with the amended Master Plan Development and Conditional Use Permit, approved Re-Subdivision Plat, and amended Affordable Housing Mitigation Plan.

Process

The approval of this Condominium Plat application by the City Council constitutes Final Action that may be appealed following the procedures found in Land Management Code §15-1-18.

Department Review

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

Notice

On August 28, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published in the Park Record and the Utah Public Notice Website on August 28, 2019, according to requirements of the LMC.

Public Input

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

Alternatives

- The City Council may approve the proposed Condominium Plat, as conditioned or amended; or
- The City Council may deny the proposed Condominium Plat, and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the proposed Condominium Plat, and request additional information or analysis in order to make a recommendation.

Significant Impacts

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

Consequences of Not Taking Recommended Action

Once the building is finished the property owner would not be able to sell each unit (townhome) individually.

Summary Recommendation

Staff recommends that the City Council review and hold a public hearing for the Kings Crown Townhome Condominiums located at 1217 Rothwell Road, and consider approving the proposed Condominium Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance.

Exhibits

Exhibit A – Draft Ordinance

Attachment 1 – Proposed Condominium Plat

Exhibit B – Applicant's Project description

Exhibit C – Survey

Exhibit D – Aerial Photograph

Exhibit E – Site Photographs

Exhibit F – Current Recorded Plat (Kings Crown Resubdivision)

Exhibit G – Proposed Kings Crown Resubdivision First Amended

Exhibit H – Amended MPD/CUP Findings of Fact, Conclusions of Law, and Conditions of Approval

Exhibit I – Amended Housing Mitigation Plan

Exhibit A – Draft Ordinance

Ordinance No. 2019-52

AN ORDINANCE APPROVING THE KINGS CROWN TOWNHOME CONDOMINIUMS, LOCATED AT 1217 ROTHWELL ROAD, PARK CITY, UTAH.

WHEREAS, the property owners of the property located at 1217 Rothwell Road have petitioned the City Council for approval of the Condominium Plat; and

WHEREAS, on August 28, 2019, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, on August 28, 2019, the site was properly noticed and posted according to the requirements of the Land Management Code; and courtesy letters were sent to surrounding property owners; and

WHEREAS, the Planning Commission held a public hearing on September 11, 2019, to receive input on the Condominium Plat; and

WHEREAS, the Planning Commission on September 11, 2019, forwarded a positive recommendation to the City Council; and,

WHEREAS, on October 10, 2019, the City Council held a public hearing to receive input on the Condominium Plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Kings Crown Townhome Condominiums Plat, located at 1217 Rothwell Road.

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

SECTION 1. APPROVAL. The Kings Crown Townhome Condominiums Plat as shown in Attachment 1 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The site is located at 1217 Rothwell Road, Lot 30 of the Kings Crown Re-Subdivision.
2. The site is located within the Recreation Commercial (RC) District.
3. On January 10, 2018 the Park City Planning Commission approved the Kings Crown Master Planned Development (MPD) and a Conditional Use Permit for Multi-Unit Dwellings throughout the development for market rate and affordable housing units.
4. On February 1, 2018 the Park City Council approved the Kings Crown Re-Subdivision Plat, per Ordinance No. 2018-05.

5. On June 13, 2018 the Park City Planning Commission ratified the Development Agreement required by the approved Master Planned Development.
6. On June 14, 2018 Summit County recorded the Development Agreement -entry no. 01093392.
7. On May 16, 2018 Summit County recorded the Kings Crown Re-Subdivision Plat – entry no. 1091847.
8. On August 30, 2018 the Park City Housing Authority approved the Kings Crown Affordable Housing Mitigation Plan.
9. On June 17, 2019 the Park City Planning Department received a complete Condominium Plat for the Kings Crown Townhome Condominiums.
10. On May 22, 2019 the Planning Commission amended the MPD and CUP.
11. On September 11, 2019, the Planning Commission reviewed the Kings Crown Resubdivision First Amended Plat and forwarded a positive recommendation to City Council.
12. The City Council reviewed and approved the Kings Crown Resubdivision First Amended Plat on October 10, 2019.
13. The proposed Condominium Plat memorializes common, limited common, and private areas that would that allows the units to be sold individually.
14. The proposed Condominium Plat consists of seven (7) market rate units within the Kings Crown Master Planned Development, to be platted as Kings Crown Townhome Condominiums.
15. The unit boundaries of each private unit would be set forth on the recorded plat.
16. The size of the private units ranges from 4,037 – 4,138 square feet.
17. Common areas include exterior walls and internal bearing walls/columns, footing and foundation, roof, etc.
18. Limited common areas include several exterior decks as well as elevators for each unit.
19. The recordation of this Condominium Plat would allow the applicant to sell each unit individually.
20. There is Good Cause for this Condominium Plat as it reflects compliance with the amended Master Plan Development and Conditional Use Permit, approved Re-Subdivision Plat, and amended Affordable Housing Mitigation Plan.

Conclusions of Law:

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

Conditions of Approval:

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat and CCRs for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.

2. The applicant shall record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The Kings Crown Townhome Condominiums Plat shall not be recorded until the Kings Crown Resubdivision First Amended Plat is approved and recorded, correcting the property lines between Lot 30 and Lot 32.
4. A plat note shall state that all conditions of approval of the amended Master Planned Development, Conditional Use Permit, Kings Crown Re-Subdivision First Amended Plat, and amended Housing Mitigation Plan shall continue to apply.

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

PASSED AND ADOPTED this 10th day of October, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

June 3, 2019

Mr. Francisco Astorga, Senior Planner
Mr. Bruce Ericksen, Planning director
Park City Planning Department
Park City Municipal Corporation
445 Marsac Avenue
PO Box 1450
Park City, UT 84060

RE: Narrative for Townhome Plat Submittal

Dear Francisco and Bruce,

Please find attached to this narrative a full submittal package for the Townhomes at King's Crown. The submittal identifies seven total townhomes with a total square footage, including garages, of 28,809 square feet. The Conditional Use Permit for the Kings Crown Townhomes allows for 29,005 square feet, so the proposal in front of you is less than what was approved in the MPD/CUP process. The number of units is identical to the MPD/CUP approval and there are no height variances nor setback variances proposed with this plat submittal.

Given that there are no substantial or even incidental deviations from the MPD/CUP approval, there is very little information to add to this narrative that the Planning Department has not seen and analyzed previously. As mentioned above, the unit count stands at seven, the square footage is slightly less and the condominium has been organized by the accompanying Condominium Declaration that is part of the submittal. The color palette will be the same as was identified in the MPD/CUP and there is no off-street parking proposed as part of this submittal.

The access to the condominiums will be from Rothwell Road and from there all traffic will enter onto and exit onto Lowell Avenue. The traffic impacts are not expected to be significant and there will be easy pedestrian access to the resort as well as the Main Street core area of Park City. Additionally, there is easy pedestrian access to retail, parks, libraries and a host of other Park City amenities.

In addition to the condominiums, the proposed plat includes the ski access amenity building identified in the MPD/CUP. This ski amenity building is exclusive to the homeowners at King's Crown and will be the primary access to skiing from the project. The amenity building provides elevator access to a dedicated resort ski run that accesses the King's crown property. Included in the ski amenity building are ski

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PARK CITY
PLANNING DEPT.

lockers for the owners to use and a lounge area to relax before, during and after skiing. There is also a hot tub and a fire pit (gas, enclosed) to enhance the experience. We also picture lounge chairs and seating similar to Silver Star so that the owners and guests can relax and enjoy the views when the weather is nice. In addition, we have included a pedestrian access stairway that continues a similar set of stairs that comes up from Lowell Avenue. This is a public right-of-way and fulfills a promise made to give the public a route through the project to access the ski resort. This should help with the current difficult pedestrian situation that exists at the lower part of Lowell Avenue during the winter.

We appreciate the opportunity to submit this plat proposal to you. Please do hesitate to contact us with any questions or comments you may have concerning this proposal. Thank you for your consideration of this application and we look forward to hearing your comments.

Sincerely,

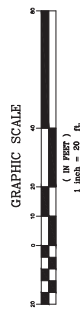
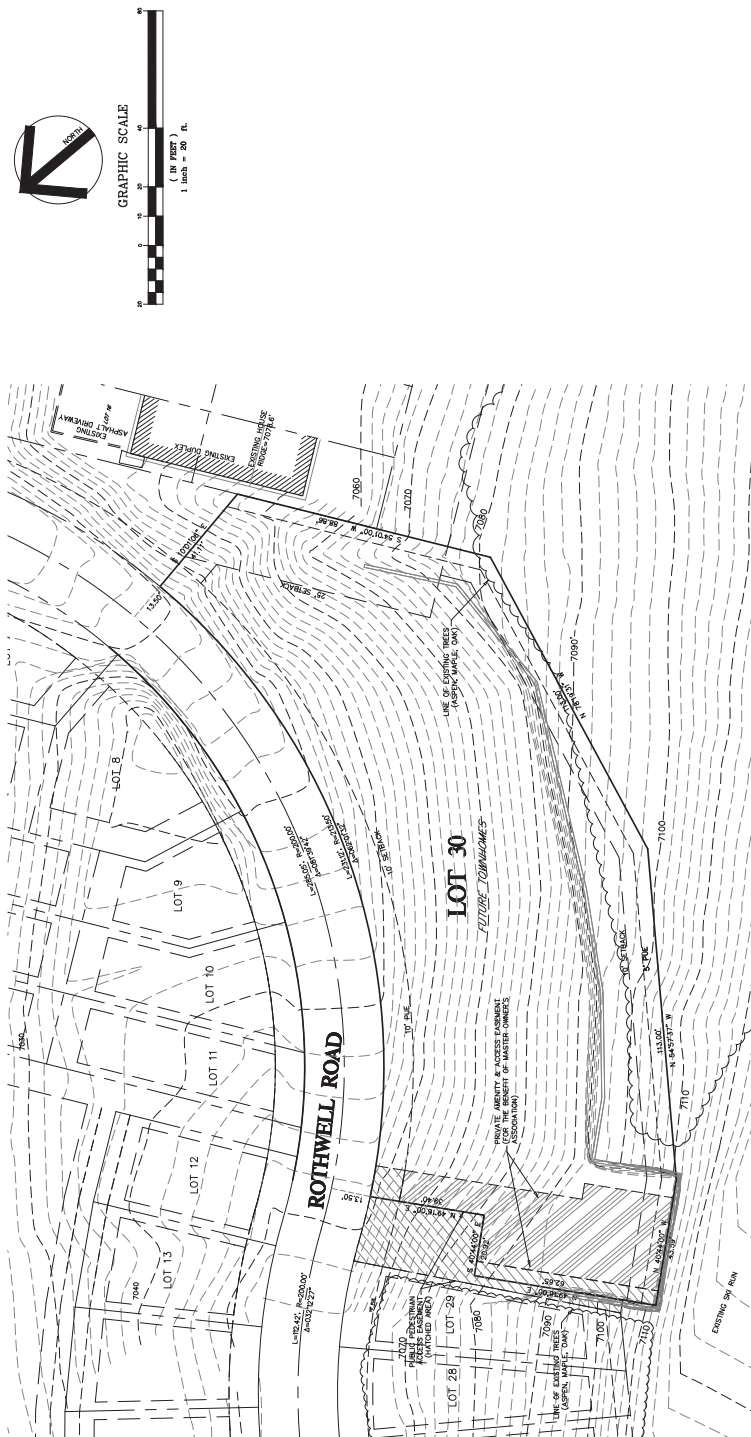


Rory Murphy
Managing Partner
CRH Partners, LLC

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JUN 03 2019

PARK CITY
PLANNING DEPT.



NARRATIVE

1. BASE OF BEARING N 35°59'00" W BETWEEN A FOUND BRASS CAP SURVEY MONUMENT AT THE INTERSECTION OF EMPIRE AVENUE AT AN ANGLE POINT LOCATED NORTH OF 13TH STREET, AS SHOWN HEREON.
2. PROPERTY LOCATED WITHIN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, PARK CITY, UTAH.
3. PURPOSE OF SURVEY: DEFINE EXISTING CONDITIONS OF PROPERTY FOR DEVELOPMENT.
4. DAILY BASIS: INCLUDED IN THE CONSTRUCTION ACTIVITIES IS A SHORING WALL FOR THE FUTURE CONDOMINIUMS PROPOSED ON LOT 30.
5. THE LATEST DATA OBTAINED FROM FIELD DATA OBTAINED BY EVERGREEN ENGINEERING IN 2017 - 2018. SOME CONSTRUCTION STAKING DATA HAS BEEN USED TO INTERPOLATE BETWEEN CURRENT SITE SURVEY DATA AND THE LATEST DATA OBTAINED BY EVERGREEN ENGINEERING IN 2017 - 2018.
6. SETBACKS PER MPD APPROVAL: ON FILE WITH PARK CITY MUNICIPAL CORPORATION PLANNING DEPARTMENT.
7. ANNUAL CHANCE FLOODPLAIN, FEMA FLOOD INSURANCE RATE MAP NUMBER 4904020919C.
8. THERE ARE NO BUILDINGS, STRUCTURES OR ABOVE GRADE IMPROVEMENTS, LOCATED WITHIN THE BOUNDARIES OF THE SURVEY.
9. THE SURVEYOR HAS FOUND NO OBVIOUS EVIDENCE OF EASEMENTS, ENCROACHMENTS OR ENCUMBRANCES.
10. THE SURVEYOR HAS FOUND NO OBVIOUS EVIDENCE OF EASEMENTS, ENCROACHMENTS OR ENCUMBRANCES.
11. ALL BEARINGS AND DISTANCES SHOWN WERE MEASURED AND ARE EQUIVALENT TO THE RECORD BEARINGS AND DISTANCES.
12. INVALIDATION OF ANY SURVEY DATA SHOWN HEREON WITHOUT THE SURVEYORS CONSENT MAKES THIS SURVEY INVALID.

LEGAL DESCRIPTION

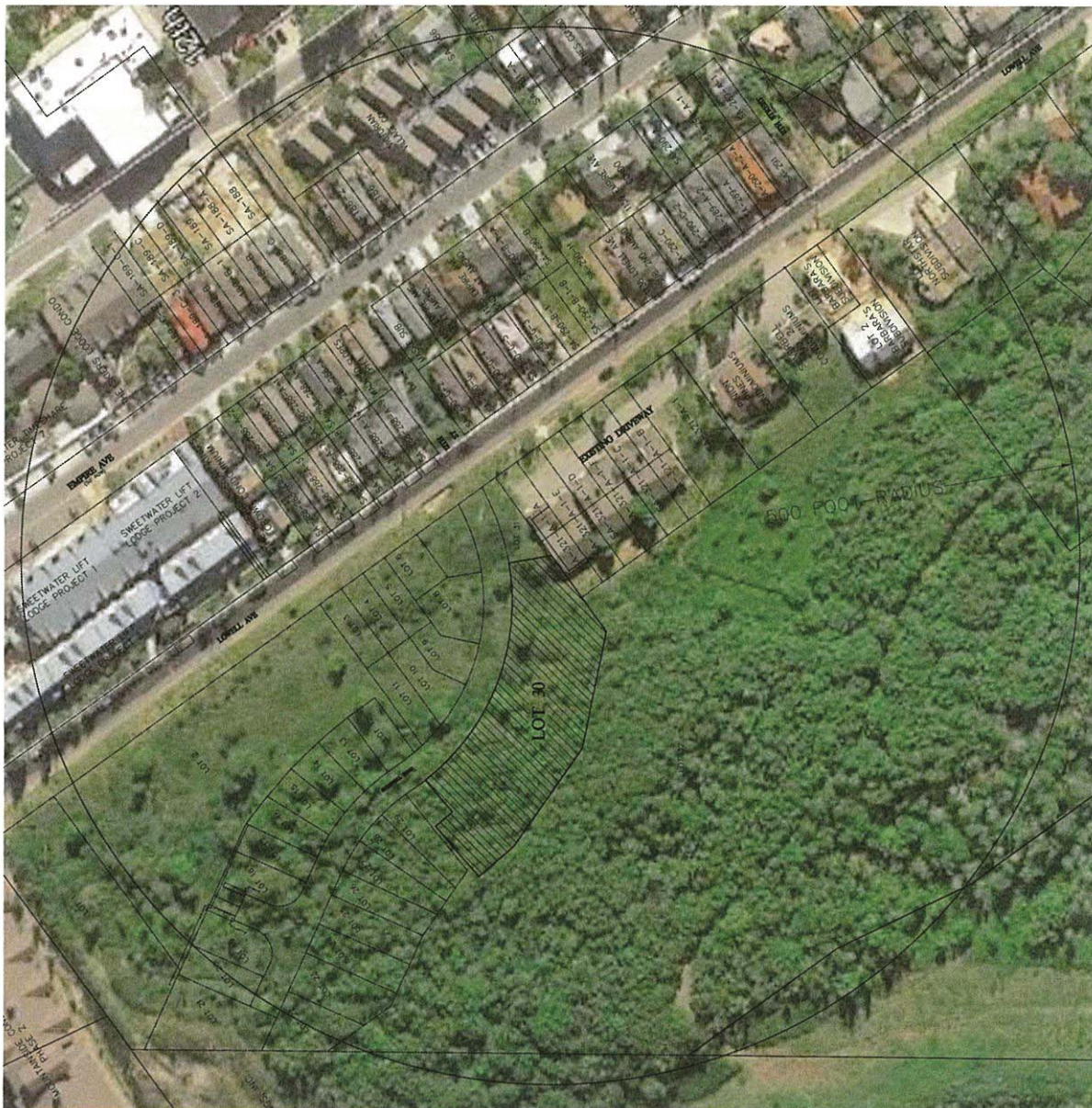
LOT 30, KING'S CROWN RESUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER (ENTRY #1098417).

SURVEYOR'S CERTIFICATE

DEBORAH R. WILSON, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH, AND I HAVE PERSONALLY CONDUCTED A SURVEY OF THE HEREIN DESCRIBED PROPERTY, AND THIS I HAVE PERFORMED IN ACCORDANCE WITH THE UTAH SURVEYING ACT, UTAH CODE ANNOTATED, AND I AM A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS FOR SUCH A SURVEY.



DEBORAH R. WILSON
1/16/2019
DATE



From: William Garner <wpg3ut@gmail.com>

To: Rory Murphy <paladinparkcity@aol.com>

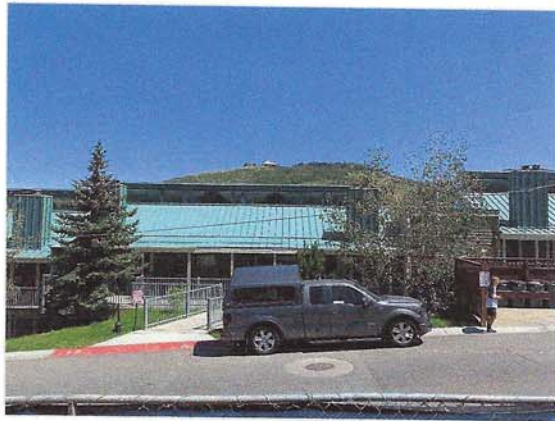
Date: Wed, Aug 14, 2019 12:50 pm

Attachments: file2-3.jpeg (3917K), file-7.jpeg (3855K), file3-2.jpeg (4386K), file1-4.jpeg (2906K)

Thank you,
Chip Garner
435-640-1299
wpg3ut@gmail.com

4Attached Images





LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

LOCATED IN SECTION 16

TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
LOCATED IN SECTION 10
PARK CITY, SUMMIT COUNTY, UTAH



NARRATIVE

[illegible]

ACKNOWLEDGMENT

[illegible]

ACKNOWLEDGMENT

COAST OF SUMMIT 148 DAY OF March 2018, PERSONALLY KNOWN TO ME (OR PROVIDED ON THE BASIS OF "SATISFACTORY REASON") THAT Ward IS THE MANAGER OF ONE PARTNER, LLC, A U.S.H. LIMITED LIABILITY COMPANY, AND THAT Ward HAS BEEN GRANTED AUTHORITY BY THE BOARD OF DIRECTORS OF ONE PARTNER, LLC, TO SIGN ANY AND ALL DOCUMENTS AND REPORTS NECESSARY TO THE OPERATION OF THE COMPANY.

Shelley Brown MY COMMISSION EXPIRES ON 12/31/2018
NOTARY PUBLIC
RESIDING IN LAUREL COUNTY

SIGNING IN A REPRESENTATIVE CAPACITY, AN AUTHORIZED OFFICER, AGENT, ATTORNEY, OR EMPLOYEE OF THE COMPANY, HAS BEEN GRANTED AUTHORITY TO SIGN IN THEIR OWN NAME ANY AND ALL DOCUMENTS AND REPORTS NECESSARY TO THE OPERATION OF THE COMPANY. MY COMMISSION EXPIRES ON 12/31/2018

[illegible]

100211 1 OF 2
 PLUTIO, MARCO 20, 2018
 C/PA/001/1/0011-PLA-01/0002
 © 2018 Plutonio. All rights reserved.

RECORDED

N^o. 1091847 Date 5/10/18
STATE OF UT TIME 1:10 pm
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:
REAL ADVANTAGE TITLE
fee \$ 92.00 C. W. Humphrey, Deputy
COUNTY CLERK

CERTIFICATE OF ATTEST

I CERTIFY THIS WAS APPROVED BY PARK
CLERK-COUNCIL THIS 1ST DAY OF
DECEMBER 2018 A.D.

Nichelle Kellogg
CITY RECORDER



**COUNCIL APPROVAL
& ACCEPTANCE**

APPROVAL AND ACCEPTANCE BY THE
CITY COUNCIL THIS 13TH DAY
FEBRUARY A.D. 2011

Andy B.
MAYOR

APPROVAL AS
TO FORM

FILED AS TO FORM ON THIS 16TH
May A.D. 2018.

[Signature]
CITY ATTORNEY

Y PLANNING
COMMISSION

THE PARK CITY PLANNING
N THIS 10TH _____ 2018,
JARY _____ A.D.


CHAIRMAN

BASIN WATER
ANN DISTRICT

APPROVED BY _____
COMMISSION
DAY OF _____

ON DISTRICT STANDARDS
2018 DAY OF _____

SHERIFF BASIN WATER
ANNATION DISTRICT

WITH INFORMATION
PARK CITY
UT 84301
A.D. 2018.

CITY ENGINEER

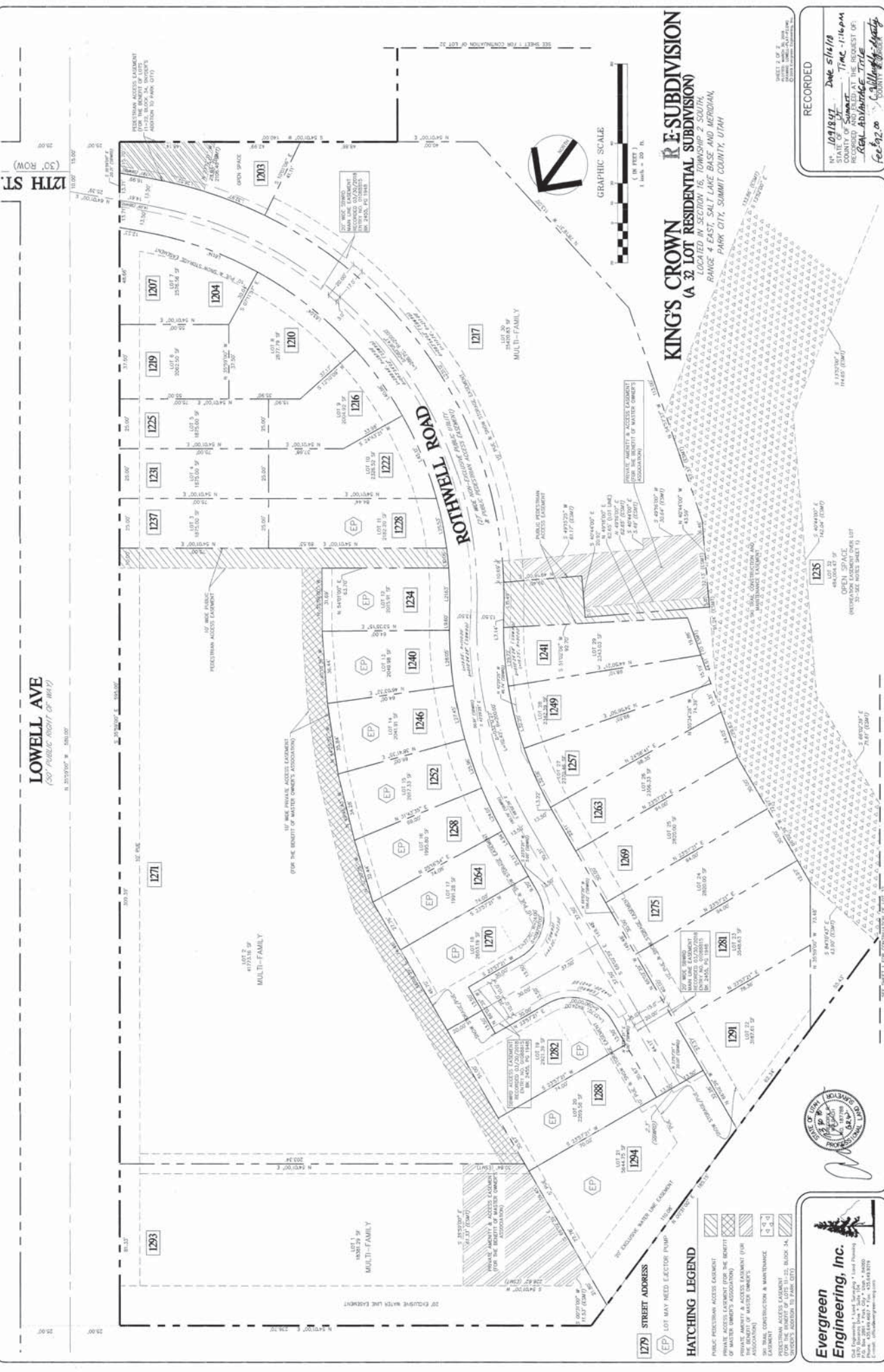
THIS PLAT IS IN CONFORMANCE
ON FILE IN THE OFFICE OF THE
ENGINEERING DEPARTMENT ON
DAY OF May 1911

[Signature]
CITY ENGINEER

**Evergreen
Engineering, Inc.**
Civil Engineering • Land Surveying • Land Planning
P.O. Box 2802 • Park City, Utah • 84060
Phone: 435.645.6667 • Fax: 435.648.3279
E-mail: info@evergreen-usa.com

127TH ST.
(30' ROW)

LOWELL AVE
(30' PUBLIC RIGHT OF WAY)



KING'S CROWN RE SUBDIVISION
(A 32 LOT RESIDENTIAL SUBDIVISION)
LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH,
RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH

RECORDED
DATE 10/18/2017
TIME 11:46 AM
COUNTY OF SUMMIT
STATE OF UTAH
RECORD AT THE REQUEST OF:
Evergreen Engineering, Inc.
Fee \$2,500.00
COUNTY OF SUMMIT

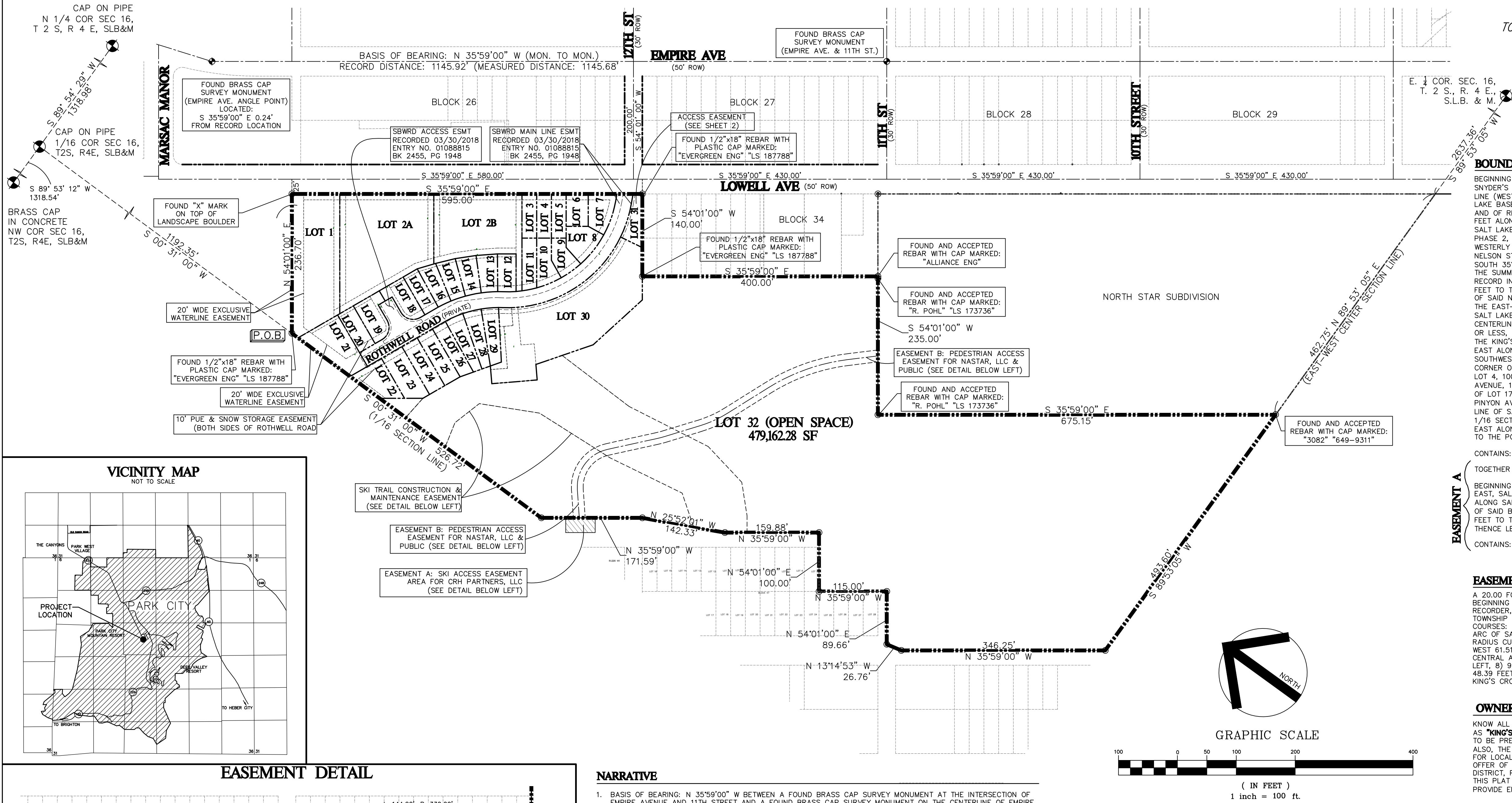


Evergreen Engineering, Inc.
1234 Main Street, Suite 100
Park City, UT 84302
Phone: 435.456.7890
Fax: 435.456.7891
Email: info@evergreeneng.com
Website: www.evergreeneng.com

KING'S CROWN RE-SUBDIVISION

KING'S CROWN RE-SUBDIVISION
FIRST AMENDED
(A 33 LOT RESIDENTIAL SUBDIVISION)

LOCATED IN SECTION 16
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN,
PARK CITY, SUMMIT COUNTY, UTAH



BOUNDARY DESCRIPTION

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED 13TH STREET (A.K.A. CALHOUN STREET) AND THE WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY, SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT OF BEGINNING IS LOCATED SOUTH 00° 31' 00" WEST, 1192.35 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 54°01'00" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, 236.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE, 595.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF VACATED 12TH STREET (A.K.A. NELSON STREET); THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE, SOUTH 54°01'00" WEST, 140.00 FEET; THENCE SOUTH 35°59'00" EAST, 400.00 FEET TO THE SOUTHWEST CORNER OF BARBARA'S SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, SAID POINT ALSO BEING ON THE EAST-WEST CENTER SECTION LINE (SOUTH LINE OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'05" WEST ALONG SAID EAST-WEST CENTER SECTION LINE, 493.60 FEET TO THE CENTERLINE OF VACATED SUMMIT AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF SUMMIT AVENUE, 346.25 FEET, MORE OR LESS, TO THE EASTERLY EDGE OF THE EXISTING KING'S CROWN SKI RUN; THENCE NORTH 13°14'53" WEST ALONG SAID EASTERLY EDGE OF THE KING'S CROWN SKI RUN, 26.76 FEET TO THE CENTERLINE OF VACATED 11TH STREET (A.K.A. CRESCENT STREET); THENCE NORTH 54°01'00" EAST ALONG SAID CENTERLINE OF 11TH STREET, 89.66 FEET; THENCE LEAVING SAID CENTERLINE NORTH 35°59'00" WEST ALONG THE SOUTHWESTERLY BOUNDARY OF LOTS 1 THROUGH 4 OF BLOCK 47, SNYDER'S ADDITION TO PARK CITY, 115.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 47, SNYDER'S ADDITION TO PARK CITY; THENCE NORTH 54°01'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 4, 100.00 FEET TO THE CENTERLINE OF VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF PINYON AVENUE, 159.88 FEET; THENCE LEAVING SAID CENTERLINE NORTH 25°52'01" WEST A DISTANCE OF 142.33 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK 44, SNYDER'S ADDITION TO PARK CITY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE, 171.59 FEET TO THE WEST LINE OF SAID SNYDER'S ADDITION TO PARK CITY, SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SAID SECTION 16; THENCE NORTH 00°31'00" EAST ALONG SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY, AND ALONG SAID NORTH-SOUTH 1/16 SECTION LINE, 526.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 653,761 SQUARE FEET (15.0083 ACRES) MORE OR LESS.

TOGETHER WITH A NON-EXCLUSIVE SKI ACCESS EASEMENT OVER THE FOLLOWING:

BEGINNING AT THE NORTHWEST CORNER OF LOT 15, BLOCK 45, SNYDER'S ADDITION TO PARK CITY, SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE SOUTH 35°59'00" EAST, 50.00 FEET TO THE SOUTHWEST CORNER OF LOT 16 OF SAID BLOCK 45, SNYDER'S ADDITION TO PARK CITY; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE SOUTH 54°01'00" WEST, 25.00 FEET TO THE CENTERLINE OF SAID PINYON AVENUE; THENCE ALONG SAID CENTERLINE OF PINYON AVENUE NORTH 35°59'00" WEST, 50.00 FEET; THENCE LEAVING SAID CENTERLINE OF PINYON AVENUE, NORTH 54°01'00" EAST A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,250 SQUARE FEET, MORE OR LESS

EASEMENT B: PEDESTRIAN ACCESS EASEMENT FOR NASTAR, LLC & PUBLIC

A 20.00 FOOT WIDE EASEMENT, LYING 10.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 39, SNYDER'S ADDITION TO PARK CITY, SAID POINT BEING LOCATED IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG AN EXISTING FOOT PATH THE FOLLOWING NINE (9) COURSES: 1) NORTH 43°02'27" WEST 52.04 FEET TO A POINT ON A 330.00 FOOT RADIUS CURVE TO THE LEFT, 2) 144.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°02'12", 3) NORTH 68°02'39" WEST 80.24 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, 4) 52.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°06'27", 5) NORTH 52°56'12" WEST 61.51 FEET TO A POINT ON A 200.00 FOOT RADIUS CURVE TO THE RIGHT, 6) 15.89 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°33'09", 7) NORTH 49°23'03" WEST A DISTANCE OF 84.86 FEET TO A POINT ON A 65.00 FOOT RADIUS CURVE TO THE LEFT, 8) 92.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°30'18", 9) SOUTH 50°06'59" WEST A DISTANCE OF 48.39 FEET, MORE OR LESS, TO THE EASTERLY RIGHT OF WAY LINE OF VACATED PINYON AVENUE, AND TO THE EASTERLY EDGE OF THE KING'S CROWN SKI RUN.

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, TO BE HEREINAFTER KNOWN AS **"KING'S CROWN RE-SUBDIVISION, FIRST AMENDED"**, CERTIFY THAT I HAVE CAUSED THIS SURVEY TO BE MADE AND THIS SUBDIVISION PLAT TO BE PREPARED. I DO HEREBY CONSENT TO THE RECORDATION OF THIS SUBDIVISION PLAT.

ALSO, THE OWNER, OR HIS/HER REPRESENTATIVES, HEREBY IRREVOCABLY OFFERS FOR DEDICATION TO THE CITY OF PARK CITY, ALL THE LAND FOR LOCAL GOVERNMENT USES, EASEMENTS SHOWN ON THE PLAT AND CONSTRUCTION DRAWINGS IN ACCORDANCE WITH AN IRREVOCABLE OFFER OF DEDICATION. THE OWNER ALSO DEDICATES TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN WATER RECLAMATION DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, A NON-EXCLUSIVE EASEMENT OVER THE PRIVATE DRIVE AND UTILITY EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY INSTALLATION, MAINTENANCE, USE AND EVENTUAL REPLACEMENT AND TO PROVIDE EMERGENCY SERVICES TO SAID **"KING'S CROWN RE-SUBDIVISION, FIRST AMENDED"**.

CRH PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY, BY: RORY MURPHY, MANAGER

ACKNOWLEDGMENT

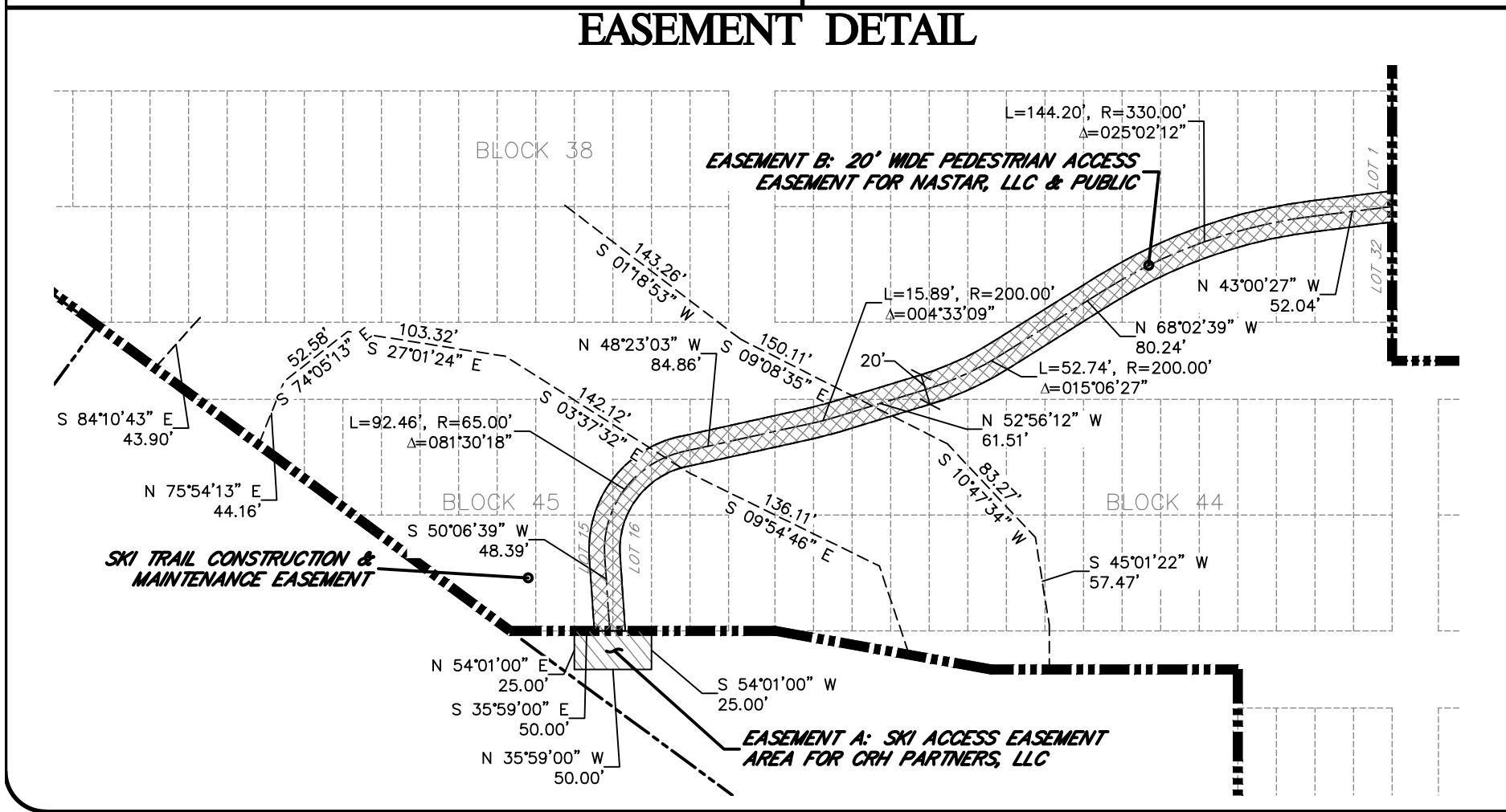
STATE OF UTAH }
COUNTY OF SUMMIT) ss.
ON THIS _____ DAY OF _____, 2019, PERSONALLY APPEARED BEFORE ME, RORY MURPHY, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE MANAGER OF CRH PARTNERS, LLC, A UTAH LIMITED LIABILITY COMPANY AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID RORY MURPHY ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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

SIGNING IN A REPRESENTATIVE CAPACITY: AN AUTHORIZED OFFICER, AGENT, PARTNER, TRUSTEE, MEMBER OR OTHER REPRESENTATIVE MAY SIGN ON BEHALF OF THEIR REPRESENTATIVE BUSINESS, BE IT A CORPORATION, PARTNERSHIP, TRUST, LIMITED LIABILITY COMPANY OR OTHER ENTITY PROVIDING THEY HAVE BEEN GIVEN AUTHORITY TO SIGN IN THEIR REPRESENTATIVE CAPACITY.

THE NOTARY MUST REQUIRE THE SIGNER TO PRESENT SATISFACTORY DOCUMENTARY EVIDENCE AND ADMINISTER AN OATH OR AFFIRMATION.

SHEET 1 OF 2
DRAWING: LOWELL-PLAT-P1-AMENDED.DWG
© 2019 Evergreen Engineering, Inc.

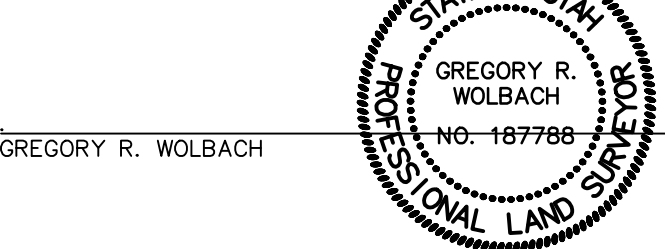


NARRATIVE

1. BASIS OF BEARING: N 35°59'00" W BETWEEN A FOUND BRASS CAP SURVEY MONUMENT AT THE INTERSECTION OF EMPIRE AVENUE AND 11TH STREET AND A FOUND BRASS CAP SURVEY MONUMENT ON THE CENTERLINE OF EMPIRE AVENUE AT AN ANGLE POINT LOCATED NORTH OF 13TH STREET, AS SHOWN HEREON.
2. SURVEY MONUMENTS: FOUND IN PLACE OR PLACED AT ALL EXTERIOR CORNERS OF THE BOUNDARY OF THE PROPERTY, AS SHOWN HEREON.
3. PROPERTY LOCATED WITHIN: SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SUMMIT COUNTY, PARK CITY, UTAH.
4. THIS PLAT REPRESENTS AN AMENDMENT TO KING'S CROWN RE-SUBDIVISION (RECORDED AS ENTRY NO. 01068815).
5. ALL LOT AND BLOCK LINES OF BLOCKS 34, 35, 38, 39, 42-45 (INCLUSIVE), 48 AND 49 SHALL BE REMOVED. LOT LINES OF BLOCK 47, LOTS 1-4 SHALL ALSO BE REMOVED.
6. VACATED ROADS (RIGHTS OF WAY) LOCATED WITHIN THE BOUNDARIES OF THE SUBJECT PROPERTY, WERE VACATED BY ORDINANCE M6-418. THESE INCLUDE: 10TH STREET (HALLADAY ST.), 11TH STREET (CRESCENT ST.), 12TH STREET (NELSON ST.), 13TH STREET (CALHOUN ST.), PACIFIC AVENUE, QUAKING ASP AVENUE, PINYON AVENUE AND SUMMIT AVENUE.
7. ROTHWELL ROAD IS A PRIVATE ROAD.
8. SEE SHEET 2 FOR DETAILED INFORMATION ON LOTS 1-31, AS WELL AS ADDITIONAL EASEMENT INFORMATION.
9. UPON RECORDATION OF THIS PLAT, A RECREATION USE EASEMENT IS CREATED OVER ALL OF LOT 32 FOR TRAIL INSTALLATION & MAINTENANCE.
10. DRY UTILITY INFRASTRUCTURE MUST BE LOCATED ON THE PROPERTY AND SHOWN ON THE BUILDING PLANS PRIOR TO BUILDING PERMIT ISSUANCE TO ENSURE THAT UTILITY COMPANIES VERIFY THAT THE AREA PROVIDED FOR THEIR FACILITIES ARE VIABLE AND THAT EXPOSED METERS AND BOXES CAN BE SCREENED WITH LANDSCAPING.
11. THE PROJECT IS OVER 1.0 ACRES AND WILL BE REQUIRED TO MEET THE REQUIREMENTS OF PARK CITY'S MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) STORM-WATER PROGRAM.
12. 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 TO RECORDATION.
13. DEVELOPMENT ON EACH SFD LOT IS LIMITED TO ONE (1) SINGLE-FAMILY DWELLING.
14. AT THE TIME OF RESURFACING OF ROTHWELL ROAD, THE MASTER OWNER'S ASSOCIATION SHALL BE RESPONSIBLE TO ADJUST WASTEWATER MANHOLES TO GRADE ACCORDING TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT (SBWRD) STANDARDS. PRIOR NOTIFICATION OF THE ADJUSTMENTS AND INSPECTION BY SBWRD IS REQUIRED.
15. LOTS 11-21 MAY REQUIRE A PRIVATELY OWNED AND OPERATED WASTEWATER EJECTOR PUMP FOR WASTEWATER SERVICE.
16. DUE TO THE PROXIMITY OF WATER SERVICES TO THE WATER TRANSMISSION LINE AND THE RESULTING POTENTIAL FOR ASSOCIATED WATER PRESSURE FLUCTUATIONS, INDIVIDUAL PRESSURE SURGE TANKS MAY BE REQUIRED FOR BUILDINGS ON EACH LOT.

SURVEYORS CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, AND THAT I HAVE PERFORMED A SURVEY OF THE HEREON DESCRIBED PROPERTY. I FURTHER CERTIFY THAT THIS SUBDIVISION PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.



GREGORY R. WOLBACH _____ DATE: _____

Evergreen Engineering, Inc.

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

CITY ENGINEER

THIS PLAT IS IN CONFORMANCE WITH INFORMATION ON FILE IN THE OFFICE OF THE PARK CITY ENGINEERING DEPARTMENT ON THIS _____ DAY OF _____ A.D. 2019.

CITY ENGINEER _____

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____ A.D. 2019.

BY: _____
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

CITY PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION ON THIS _____ 10TH DAY OF _____ JANUARY _____ A.D. 2019.

CHAIRMAN _____

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 2019.

CITY ATTORNEY _____

COUNCIL APPROVAL & ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 2019

MAYOR _____

CERTIFICATE OF ATTEST

I CERTIFY THIS WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____ A.D. 2019

CITY RECORDER _____

RECORDED

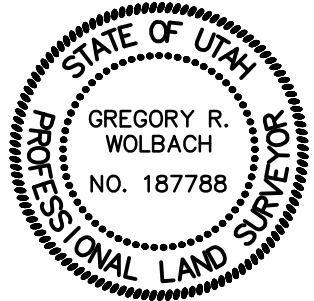
Nº. _____
STATE OF _____
COUNTY OF _____
RECORDED AND FILED AT THE REQUEST OF: _____

COUNTY RECORDER _____

N 35°59'00" W 580.00'



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



COUNTY RECORDER

Master Planned Development & Conditional Use Permit Findings of Fact:

1. The subject site is located at 1201 – 1299 Lowell Avenue.
2. The subject site is within the RC, ROS, and SLO District.
3. The proposed development takes place roughly over 30% of the property, all contained within the RC District located adjacent to Lowell Avenue towards the northeast of the subject site.
4. The applicant proposes to build three (3) multi-unit buildings with access off Lowell Avenue, a private road/drive to be known as Rothwell Road, and a townhouse building with access off Rothwell Road.
5. The proposed private road/drive begins at the 12th Street / Lowell Avenue intersection which then curves up to a hammer-head turn around.
6. Rothwell Road climbs up approximately sixty feet (60') and is approximately 548 feet long.
7. The applicant also proposes to develop 27 single-family lots, 4 of which would be accessed off Lowell Avenue, and the remaining 24 would be accessed off Rothwell Road (15 on the west side of the private road and 8 on the east side of the private road).
8. The applicant does not plan on building the 27 houses, but to develop the lots to be able to sell them individually.
9. The MPD includes a total of 32 lots.
10. The MPD includes eight (8) deed restricted affordable housing condominium units (8.85 affordable unit equivalents).
11. The MPD includes eight (8) additional non-required deed restricted affordable housing condominium units (9.07 affordable unit equivalents).
12. The MPD includes 11.2 acres of platted open space in the form of large tracts of contiguous natural open space that does not include open space area around the units, equating to 74.6%. The total open space percentage is 83.9.
13. The MPD includes 25 market rate condominiums, 7 market rate townhomes, and 27 market rate single family detached houses.
14. Building A is a multi-unit dwelling, listed as a conditional use.
15. Building A has 15 residential affordable housing units.
16. Building A has the following square footage:
 - a. Residential: 16,520
 - b. Mechanical: 256
 - c. Internal circulation (hallways and stairs): 1,833
 - d. Parking and vehicular circulation: 5,571
 - e. Overall: 24,180
17. Building A has 18 parking spaces located in an enclosed underground parking garage.
18. Building A has vehicular access off Lowell Avenue through one (1) driveway.
19. Building A has 5 stories above the parking garage.
20. Building A is on proposed lot 1.

21. Affordable housing residential units do not count towards residential Unit Equivalents.
22. Building B/C is a multi-unit dwelling, listed as a conditional use.
23. Building B/C has 14 residential units.
24. Building B/C has the following square footage:
 - a. Residential: 27,218 (13.61 residential Unit Equivalents)
 - b. Mechanical: 957
 - c. Internal circulation (hallways, stairs, and elevator): 2,664
 - d. Parking and vehicular circulation: 10,593
 - e. Common area/pool: 5,822
 - f. Owners storage (platted common): 1,310
 - g. Affordable housing unit (platted common): 717
 - h. Overall: 49,281
25. Building B/C has 25 parking spaces located in enclosed underground parking garages.
26. Building B/C has vehicular access off Lowell Avenue through two (2) separate driveways.
27. Building B/C has 4 stories above the parking garage.
28. Building B/C is on proposed lot 2.
29. Building D is a multi-unit dwelling, listed as a conditional use.
30. Building D has 11 residential units.
31. Building D has the following square footage:
 - a. Residential: 24,250 (12.13 residential Unit Equivalents)
 - b. Mechanical: 528
 - c. Internal circulation (hallways, stairs, and elevator): 2,252
 - d. Parking and vehicular circulation: 7,865
 - e. Owner's storage (platted common): 724
 - f. Overall: 35,619
32. Building D has 22 parking spaces located in an enclosed underground parking garage.
33. Building D has vehicular access off Lowell Avenue through one (1) driveway.
34. Building D has 4 stories above the parking garage.
35. Building D is on proposed lot 2.
36. Townhomes Building is a multi-unit dwelling, listed as a conditional use.
37. Townhomes Building has 7 residential units
38. Townhomes Building is 29,005 (14.50 residential Unit Equivalents).
39. Townhomes Building has 14 parking spaces, 2 within each parking garage.
40. Townhomes Building has vehicular access off proposed private drive through individual driveways.
41. Townhomes Building has 3 stories above the garage level.
42. Townhomes Building is on proposed lot 30
43. Single-family dwellings are an allowed use within the District.

44. The applicants request to plat 27 lots to accommodate one (1) single-family dwelling on each lot.
45. The approximate buildable square footage of the single family dwellings is 71,880 (35.94 residential Unit Equivalents).
46. The single-family dwellings require 54 parking spaces, 2 within each lot as required.
47. The single-family dwellings have vehicular access off proposed private drive through individual driveways and four (4) off Lowell Avenue.
48. The single family lots are on proposed lots 3-29.
49. The applicant proposed two (2) lots to be re-platted as open space.
50. Proposed open space Lot 31 is 2,106.4 square feet with retaining walls and stair access to adjacent property to the south.
51. Proposed open space Lot 32 is 487,798.29 square feet (11.2 acres).
52. Proposed open space Lot 32 is to house an accessory building, 750 square feet, consisting of restroom and lockers for the exclusive use of property owners.
53. The proposed accessory building on Lot 32 is located on the RC District.
54. Accessory buildings are an allowed use with the RC District.
55. Restrooms/lockers are considered residential accessory space and does not count towards Unit Equivalents.
56. The site contains a total of 653,860 sf. (15.01 acres) broken down in the following manner:
 - a. RC District: 199,867 sf. (4.59 acres)
 - b. RC District within the SLO Zone: 78,654 sf. (1.81 acres)
 - c. ROS District: 84,194 sf. (1.93 acres)
 - d. ROS District within the SLO Zone: 291,145 sf. (6.68 acres)
57. The applicant proposes to build solely within the zoning boundaries of the RC District. The applicant does not request to build within the boundary of the RC District/SLO, or within the ROS District, and these areas would be dedicated as open space.
58. Within the RC District, sites with multi-unit dwellings receive a maximum floor area ratio (FAR) of 1.0.
59. The portion of the site in the RC District has a maximum floor area of 199,867 sf. for multi-unit dwellings.
60. The RC District does not provide a FAR standard for single-family dwelling lots, but rather, a minimum lot area requirement of 1,875 sf.
61. The proposal contains a total FAR of 0.41 ($80,963 \div 199,867$) for multi-unit dwellings.
62. In applying the FAR at its maximum, the site would have a remaining 118,904 sf. in density ($199,867 - 80,963$).

63. In applying the floor area not used for multi-unit dwelling for single-family dwellings, this would create approximately 63 residential lots (applying the minimum lot area of 1,875 square feet).
64. The applicant requests to re-subdivide 27 single-family lots in conjunction with their 80,963 sf. of multi-unit dwellings.
65. A residential Unit Equivalent is 2,000 square feet.
66. The applicant proposes the construction of the following 32 residential units and the allotment of 27 lots:
 - a. 14 flats within the multi-unit Building B/C totaling 27,218 square feet (13.61 residential Unit Equivalents).
 - b. 11 flats within the multi-unit Building D totaling 24,250 square feet (12.13 residential Unit Equivalents).
 - c. 7 townhouses within the Townhome Building totaling 29,005 square feet (14.50 residential Unit Equivalents).
 - d. 27 lots to accommodate one (1) future single-family dwellings on each lot which would be approximately 71,880 square feet (35.94 residential Unit Equivalents).
67. The applicant requests to maintain the MPD setback of 25 feet around the perimeter of the entire development, with the exception of seven (7) future single-family residential Lots 3-7 and 21-22.
68. Applicant seeks the following setback reductions as allowed by the Code, if granted by the Planning Commission:
 - a. Proposed Lot 3-7 front setback reduction to ten feet (10').
 - b. Proposed Lot 21 side setback reduction to twenty feet (20').
 - c. Proposed Lot 22 side setback reduction to ten feet (10').
69. The proposed setback reductions as described above matches the abutting zone setbacks and all aspect of the project will comply with applicable Building and Fire codes. The reductions do not increase project density, maintain the general character of the surrounding neighborhood in terms of mass, scale and spacing between houses, and they meet open space requirements of the MPD.
70. The proposed setback reductions are in compliance with LMC MPD provisions.
71. All Master Planned Developments shall contain a minimum of sixty percent (60%) open space as defined in LMC Chapter 15-15.
72. The site contains a total of 653,759 square feet. The site contains 17,012 square feet of hard-scaped plazas equating to 2.6% of the site and 531,519 square feet (12.20 acres) equating to 81.3% of natural open space.
73. The applicant proposes to designate the use of the two (2) open space lots on the proposed Re-Subdivision (plat).
74. The applicant does not request to decrease the required number of off-street parking spaces; therefore, no parking analysis has been submitted. See

building by building requirement:

- a. Affordable Housing Building A requires 18 parking spaces based on the size of the units. The proposed building contains 18 parking spaces.
 - b. Building B/C requires 24 parking spaces based on the size of the units. The proposed building contains 25 parking spaces.
 - c. Building D requires 20 parking spaces based on the size of the units. The proposed building contains 22 parking spaces.
 - d. Townhome building requires 14 parking spaces based on the size of the units, two (2) parking spaces per unit. Proposed building contains 14 parking spaces.
 - e. Single-family dwelling residential lots require 54 parking spaces, based on unit count. These 27 residential lots would require a minimum of 2 parking spaces per unit.
75. The proposal complies with the provisions of the building height parameters for multi-unit buildings listed under LMC § [15-2.16-4 Building Height](#) and single-family dwellings listed under LMC § [15-2.16-5 Special Requirements For Single Family And Duplex Dwellings \(subsection L-M\)](#), including all applicable height exceptions as allowed in the LMC.
 76. The applicant does not seek additional height under the MPD parameters listed under LMC § [15-6-5 MPD Requirements, Sub-section F](#).
 77. The project has been designed to maintain the existing neighborhood development pattern, with the larger scale buildings located alongside the existing multi-family.
 78. The proposed plan uses the massing of the buildings to mitigate the need for retaining walls by burying the buildings into the hillside. The balance of the required retaining walls has been stepped in shorter wall sections to reduce/eliminate tall retaining walls.
 79. Roads and utility lines are proposed to work with the existing grades to the greatest extent possible, as indicated on the civil site and grading plans. Areas of the deepest cuts are mitigated by using the townhome buildings to step up the hill.
 80. All trails proposed with the MPD are incorporated into open space elements and in some areas are maintained and improved in their existing locations. Trail easements will be platted on the final recorded subdivision plats. Staff recommends adding a public recreation easement on Rothwell Road (private road) connecting to trail network on the mountain.
 81. The City requests to secure a recreational public access easement from Lowell Avenue, up the roadway to the stairwell shown on the plans, to allow for public trail access.

82. The City requests to prepare a public trail plan for the open space parcel, provide for trail 'corridors' subject to final alignment, which would be part of the recorded development agreement. The applicant stipulates to this condition of approval.
83. There are sufficient areas adjacent to the streets, driveways, and parking areas to store snow.
84. The MPD shall comply with the trash storage and collection and recycling regulations contained herein.
85. There are no commercial or non-residential uses with this project, and all off-street parking requirements are met within the project. The bus stop/transportation area is located yards away from the project at the resort base. The applicant is considering placing an e-bike sharing station on site on Lowell Avenue for public use.
86. The submitted landscape plans specify the maximum area allowed for lawn or turf is limited to fifty percent (50%) of the total Area allowed to be disturbed and not covered by Buildings and other hard surfaces.
87. Drought tolerant species and species native to the area are stipulated in the Guidelines. Native rock and boulders are stipulated as allowed within the LMC.
88. Lighting is proposed to comply with requirements of LMC Chapter 15-5, Architectural Review and is further spelled out in the Guidelines.
89. No development within the MPD is located within the SLO with the exception of trails, which are an allowed use in the SLO.
90. The proposal includes 200% of the required Affordable Housing as required by the current housing resolution (03-2017).
91. The current affordable housing proposal, which is developed through the Affordable Housing Staff and the Affordable Housing Authority (The City Council), is shown on a table within this staff report. The Staff and the Affordable Housing Authority retain the final say on these figures.
92. The proposal does not create additional demands for child care.
93. An environmental survey ([Exhibit P - Environmental Survey](#)) was prepared revealing no environmental contaminants on the property.
94. A mine site study ([Exhibit Q - Mine Site Studies](#)) was conducted and determined that there were no mining related activities on the property.
95. The proposal fulfills the following goals and objectives of the General Plan.
96. A cultural survey ([Exhibit O - Cultural Survey](#)) was prepared revealing the only significant historical element on site was the Crescent Tramway, which will remain as the existing ski/ bike trail on the property. There are no historic structures on site.
97. LMC § 15-6-4 (G) states that once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement and

shall be submitted to the Planning Department within six (6) months of MPD approval, for ratification by the Planning Commission.

98. Multi-unit dwellings and Master Planned Developments are listed as a conditional uses in the RC District.
99. The applicant proposes the construction of four (4) multi-unit dwelling buildings which includes one (1) building housing the affordable housing units that exceeds the required affordable housing requirements.
100. There are certain uses that, because of unique characteristics or potential impacts on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.
101. A conditional use shall be approved if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed Use in accordance with applicable standards.
102. The project is located on Lowell Avenue, between 12th and 13th Street.
103. The four (4) multi-unit dwellings are located at the lower portion of the subject site.
104. A traffic study (Triton Engineering, June, 2017) was provided by the applicant and reviewed by the City indicating that study intersections are anticipated to continue operating at acceptable levels of service.
105. Capacity of existing streets can handle anticipated normal traffic especially based on the fact that maximum density is not being pursued by the applicant.
106. Utilities necessary for these proposed uses are available at or near the site.
107. Final utility plans, including grading and storm water run-off plans will be required at time of building permit review.
108. The proposed plans have been reviewed by the City and the Park City Fire District for compliance and meet the requirements for emergency vehicle access based on the close proximity to Lowell Avenue and the direct connection of the private drive.
109. The proposed conditional use meets all LMC parking regulations.
110. The internal circulation plan incorporated on the site plan showing proposed access to existing trails as well community access point to the trails and ski runs.
111. Adjoining uses mirror the uses proposed in this project, and no separation is required. In fact, the project is providing community access through to adjacent open space.
112. The project has been designed to mirror the existing neighborhood development patterns.
113. The larger mass buildings are located adjacent to the larger buildings on Lowell, and the project homes mirror the East side of Lowell, with the

townhomes continuing the townhome pattern as well.

114. As designed, approximately 82 percent of the project is contiguous open space, with access to skiing and bike trails.
115. All signs and lighting for the project will be approved through the Master Sign Plan application process and through building department review for compliance with the LMC.
116. The physical design of the proposed additions and new buildings, in terms of mass, scale, style, design and architectural detailing.
117. The proposed buildings complement the existing neighborhood in architectural character, materials, colors, mass and scale.
118. Proposed materials consist of metal and membrane roofing, wood and metal siding, natural stone and other elements consistent with the existing buildings.
119. This project will not create any of the conditions listed that are not normally associated in the residential nature of the proposed use.
120. There will be no commercial delivery or service vehicles to the project as the entire project is residential. Typical residential delivery service will utilize residential streets and driveways.
121. Trash and Recycling will mirror the existing Old Town pattern and usage with small residential trash bins, and shall comply with the required regulation listed under Master Planned Developments.
122. All condominiums will be sold as wholly owned condominiums and be required to follow local guidelines relative to other uses, the same applies to the single-family lots.
123. The proposed development is not within any environmentally sensitive lands, physical mine hazards, historic mine waste, or Park City Soils Ordinance.
124. The site is within steep slopes found throughout the site.
125. The overall proposal, both Multi-Unit Dwellings (conditional use) and single-family detached houses (allowed use) takes place over approximately 30% of the entire site.
126. The Applicant provided [Exhibit R - Proposed Export Fill Placement Exhibit and Possible Fill Locations, with the](#) placement, volume and height of on-mountain waste rock on a map showing the placement areas for waste rock.
127. Applicant indicates a verbal agreement with Park City Mountain representatives to place the material from the multi-unit buildings and road construction on Park City Mountain.
128. [Exhibit R - Proposed Export Fill Placement Exhibit and Possible Fill Locations](#) also shows the proposed study of the corresponding volumes and depths of the waste material on adjacent property.
129. Applicant indicates that all waste material must be certified as environmentally clean, compacted in no more than 2-foot lifts (to achieve a 90%+ compaction)

covered with six inches (6") of topsoil, seeded with a native grass mix and sod placed over the grass seeds.

130. Applicant demonstrates that the maximum depth would be 5 feet, tapering off to 0 feet.
131. Applicant proposes to transport the excavated material to the neighboring property without the necessity of using City streets. It is the Applicant's responsibility to seek such permission with the neighboring site.
132. Applicant explains that in the highly unlikely case that they are unable to secure a written agreement with the Park City Mountain, the excavation material would be disposed of by the traditional method used in the vast majority of construction projects to be approved by the City prior to issuance of building permits.
133. The applicant estimates 14,400 cubic yards of material (includes swell) which would equate to 1,440 truckloads (at 10 yds. / truck).
134. As a Condition of Approval, the applicant has indicated that they would not undergo excavation or footings and foundation work on the multi-family buildings or the access road during the winter season from Christmas through April 1st.
135. Applicant has indicated that they will instruct construction staff to keep delivery trucks off the streets during the peak busy times of between 8:30 am and 10:00 am as well as the peak afternoon times of 3:30 pm through 4:30 pm.
136. Applicant agrees to not deliver materials during the busiest tourist times of Christmas week, MLK weekend, Sundance week, MLK weekend, President's Day weekend, Arts Fest, July 4th weekend, Miner's Day weekend, and Tour de Utah.
137. Applicant has provided the approximate excavation quantities of the 27 single-family dwellings which would be approximately 7500 cubic yards.
138. The applicant does not plan on building the 27 single-family dwellings but plans to sell the lots to individuals and/or builders.
139. The Chief Building official has studied the applicant's preliminary Construction Mitigation Plan and finds that the proposal is in compliance with current Building Department policies.
140. Construction Mitigation Plan will be finalized by the Building Dept. once building permits are submitted by the applicant.
141. The applicant stipulates to the conditions of approval.
142. The discussion in the Analysis section is incorporated herein.

Master Planned Development Conclusions of Law

1. The MPD, as conditioned, complies with all the requirements of the Land Management Code;
2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5

herein;

3. The MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission;
4. The MPD, as conditioned, strengthens and enhances the resort character of Park City;
5. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
6. The MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;
7. The MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities;
8. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
9. The MPD, as conditioned, meets the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable land and least visually obtrusive portions of the Site;
10. The MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; and
11. The MPD has been noticed and public hearing held in accordance with this Code.
12. The MPD, as conditioned, incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building program and codes adopted by the Park City Building Department in effect at the time of the Application.
13. The MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.
14. The MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.
15. The MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.

Conditional Use Permit Conclusions of Law:

1. The proposal satisfies the Conditional Use Permit review criteria as established by the LMC's Conditional Use Review process (§15-1-10(E), Criteria 1-16).
2. The proposal complies with all requirements of this LMC.
3. The Uses will be Compatible with surrounding Structures in Use, scale, mass
4. The effects of any differences in Use or scale have been mitigated through careful planning.

Master Planned Development & Conditional Use Permit Conditions of Approval:

1. All standard project conditions shall apply.
2. A Construction Mitigation Plan (CMP) shall be submitted and approved by the City for compliance with the Municipal Code, as a condition precedent to issuance of any grading or building permits. The CMP shall be updated as necessary to identify impacts and propose reasonable mitigation of these impacts on the site, neighborhood, and community due to construction of this project. The CMP shall include information about specific construction phasing, traffic, parking, service and delivery, stock-piling of materials and staging of work, work hours, noise control, temporary lighting, trash management and recycling, mud and dust control, construction signs, temporary road and/or trail closures, limits of disturbance fencing, protection of existing vegetation, erosion control. Storm-water management and other items as may be required by the Building Department. The immediate neighborhood and community at large shall be provided notice at least 24 hours in advance of construction work impacting private driveways, street closures, and interruption of utility service.
3. A storm water run-off and drainage plan shall be submitted with the building plans and approved prior to issuance of any building permits. The plan shall follow Park City's Storm Water Management Plan and the project shall implement storm water Best Management Practices. Post development drainage shall not exceed predevelopment drainage conditions and special consideration shall be made to protect any wetlands delineated on and adjacent to the site.
4. The project is over 1.0 acres and will be required to meet the requirements of Park City's municipal separate storm sewer system (MS4) storm-water program.
5. Final utility plans, consistent with preliminary utility plans reviewed by the Planning Commission during the MPD review, shall be submitted with the final subdivision plat.
6. Dry utility infrastructure must be located on the property and shown on the building plans prior to building permit issuance to ensure that utility companies verify that the area provided for their facilities are viable and that exposed meters and boxes can be screened with landscaping.
7. The Snyderville Basin Water Reclamation District's review and approval of the utility plans and final subdivision plat, for conformance with the District's standards for review, is a condition precedent to plat recordation and building permit issuance.
8. An Affordable Housing Plan shall be approved by the Park City Housing Authority prior to issuance of any building permits for units within the MPD and deed restrictions shall be recorded.
9. As a condition precedent to receiving a certificate of occupancy for any market rate unit the City shall be provided with proof of compliance with the approved Affordable Housing Plan.
10. A master sign plan for the project shall be submitted, reviewed for compliance with the Park City Sign Code, and approved by the City, as a condition precedent to issuance of any individual sign permits.

11. Approval of this Master Planned Development is subject to LMC Chapter 6- Master Planned Developments and shall expire two years from the date of execution of the Development Agreement unless Construction, as defined by the Uniform Building Code, has commenced on the project.
12. Once the Planning Commission has approved an MPD, the approval shall be put in the form of a Development Agreement. The Development Agreement must be submitted to the Planning Department for ratification by the Planning Commission within 6 months of this approval. The Development Agreement shall be signed by the Mayor on behalf of the City Council and recorded with the Summit County Recorder.
13. Timing of completion of all required items and public benefits shall be further described and stated in the Development Agreement.
14. Vegetation and landscaping will be planted in such a manner that screening of adjacent properties is to be consistent with approved landscape plans. The applicant recognizes that the City Engineer have final authority on landscape placement in required easement areas.
15. All interior roads shall be constructed to Park City Engineering standards. Final grades, storm drainage and width to be approved by the City Engineer.
16. Interior roads are proposed to be private and maintained by the HOA.
17. An HOA shall be in place to maintain and govern the property.
18. An open space use plan shall be approved by the Park City Planning Department and shall be included as part of the development agreement. Such uses shall be consistent with the LMC and shall include ski runs, hiking/biking trails and related ski improvements such as snow making and signage as needed and appropriate.
19. A trails master plan that is consistent with the city's needs and desires shall be forwarded by the City Trails personnel and approved by both the applicant and the Park City Planning Department, which would be part of the recorded development agreement.
20. The applicant shall allow a recreational public access easement from Lowell Avenue, up the roadway to the stairwell shown on the plans, to allow for public trail access, and shall be shown on the plat.
21. The proposal shall comply with all Architectural Design Guidelines outlined in LMC § 15-5-5 which includes prohibited architectural styles and motifs, prohibited siding materials, design ornamentation, number of exterior wall materials, roofing materials, roof shapes, solar panels and skylights, window treatments, Lighting, trash and recycling enclosures, mechanical equipment, patios and driveways, and landscaping. Materials color samples and final design details shall be approved by staff prior to building permit issuance and shall be in substantial compliance with the elevations reviewed by the Planning Commission on January 10, 2018.
22. The proposal shall comply with the trash storage and collection parameters with the language outlined in LMC § 15-5-5(G).
23. The proposal shall not undergo excavation or footings and foundation work on the multi-family buildings or the access road (Rothwell Road) during the winter season from Christmas (December 25) through April 1st.

24. Materials shall not be delivered during the busiest tourist times of Christmas week, MLK weekend, Sundance week, MLK weekend, President's Day weekend, Arts Fest, July 4th weekend, Miner's Day weekend, and Tour de Utah.
25. The final building plans and construction details for the project shall substantially comply with the drawings reviewed by the Planning Commission on January 10, 2018.
26. The applicant shall record a plat prior to selling individual units.
27. A deed restriction all affordable housing units shall be recorded prior building permit issuance.
28. The CCRs shall be submitted with the plat for review and approval by the City prior to final plat recordation.
29. The CCRs submitted with condominium plats that include any deed restricted affordable housing units shall limit the HOA dues related to the deed restricted employee housing unit in order to ensure that the units remain affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the units (or exempt the units from HOA fees) to ensure that the units don't lose their affordability due to HOA fees. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
30. The Conditional Use Permit shall expire on January 10, 2019, unless an extension is requested in writing prior to expiration date and the extension is granted by the Planning Director.
31. A final water efficient landscape and irrigation plan that indicates required storm water facilities and snow storage areas, and that meets the defensible space requirements and mitigates for removal of significant vegetation, shall be submitted with the building permit application for approval by the Planning, Building, and Engineering Department, and shall be in substantial conformance with the plans reviewed by the Planning Commission on January 10, 2018.
32. All requirements and conditions of the Snyderville Basin Water Reclamation District shall be met prior to building permit issuance.
33. This development is part of a common development that is greater than one (1) acre. This development shall meet the MS4 storm water requirements.



May 8, 2019 Amendment Subject to Housing Authority Approval

CRH Partners, LLC
1887 Gold Dust Lane
Park City, UT 84060
Attn: Hans Fuegi

NOTICE OF CITY COUNCIL ACTION – AMENDED

Description: Affordable Housing Mitigation Plan – Amended
Project Title: Kings Crown at Park City
Date of Action: May 30, 2019

Summary of Recommendation

On August 30, 2018, Park City Housing Authority approved a recommendation made by the Planning Commission to approve a Housing Mitigation Plan proposed by CRH Partners, LLC. The Mitigation Plan proposes the construction and sale of 15 affordable/attainable deed restricted condominiums at Kings Crown at Park City. Seven units priced affordable to households earning an average of 76% of AMI are in fulfillment of the affordable housing obligation at Kings Crown at Park City. Eight attainable units priced affordable to 150% of AMI (in accordance with HUD Income Limits) are in excess of the generated housing obligation. Completed units will include one 1-bedroom unit, eight 2-bedroom units and six 3-bedroom units.

Findings of Fact:

1. The applicable Development Agreement was recorded June 14, 2018 for the Kings Crown Master Planned Development (MPD).
2. Housing Resolution 03-2017 Section 8 requires that affordable housing shall be provided equal to 15% of the market residential units in an MPD. The total residential units proposed in the MPD are fifty-seven (57), 15% of which equals 8.55 Affordable Unit Equivalents (AUEs). This requirement is met by providing 9.38 AUEs (8,438 SF) of affordable housing averaging less than 80% of AMI. Each AUE is measured as 900 square feet of interior space.
3. The Housing Mitigation Plan was recommended for approval by the Planning Commission to the Park City Housing Authority on August 8, 2018. The plan was modified slightly after Planning Commission but the terms are substantially the

- same. The final version for approval is attached as Exhibit A with red-lined amendments to correct square footage and approved changes in the agreement.
4. The Applicant proposes a plan to build 8,438 SF of affordable housing comprised on seven (7) two and three bedroom units varying in size from 997 SF to 1,377 SF all within one building. In addition, the Applicant proposes to build an additional eight (8) attainable units (150% AMI, HUD Income Limits) in the same building of one to three units. In addition, one unit of 717 SF will be included in a second building.
 5. The Applicant proposes to price the seven affordable units at an average household AMI of 76% (\$57,834 to \$85,680 annual household income based on the Resolution definition of household size) and the remaining eight units attainable to 150% to 200% AMI depending on HUD defined household size (\$128,520 to \$219,600 annual household income). The 717 SF one-bedroom unit in Building B will be platted as common area and rent will be set affordable to a household at 50% of AMI (\$43,920 maximum income for a family of two and \$1,098 monthly rent in 2019).
 6. Under Section 9 of the Housing Resolution, Applicant is requesting to use Alternative Distribution Ratios so that instead of building 4 townhomes, 1 single family home and 3.5 condominiums, they build 16 affordable/attainable Units in two buildings.
 7. Housing Resolution 03-2017 allows for waivers by the Housing Authority.
 8. Unit descriptions as required by Housing Resolution 03-2017, Section 13 are attached here as Exhibit C.
 9. The Applicant has requested the Housing Authority waive pursuant to Section 19 of Housing Resolution 03-2017 requirements related to construction timing and delivery of the affordable housing units, specifically Sections 11 (Timing of Occupancy) which states that the affordable units must be delivered in proportional timing to the market units & 14A (Construction of Market Units) which states that Affordable units shall be made available for occupancy on approximately the same schedule as a project's market units; except that Certificates of Occupancy ... for the last ten percent of the market units shall be withheld until Certificates of Occupancy have been issued for all of the inclusionary units.
 10. The waiver provision states that the City Council may waive all or part of the requirements of this Resolution in exchange for enhanced project affordability or livability including but not limited to the incorporation of sustainable building practices and systems in the unit design and development).
 11. Applicant proposes 8 additional attainable units in order to enhance project affordability, pricing the affordable units with an overall average of 76% of AMI. The Applicant will build the affordable/attainable building to green building standards in compliance with Section 9.B.5 of Housing Resolution 03-2017.
 12. In addition, in order to meet the spirit of the housing resolution timing requirements, applicant proposes that:
 - a. CRH will post a Performance Bond in an amount equal to the construction cost and in a form acceptable to the City for the completion of the Affordable Housing building.
 - b. If the construction timing of the affordable housing building deviates more than 120 days from the proposed construction, the Applicant shall appear

before the Park City Housing Authority within 30 days to explain the timing discrepancy and propose a remedy. The Housing Authority shall at that time have the right to require that the applicant post a 100% cash (or cash equivalent) guarantee for the remaining portion of the affordable housing building to be constructed.

Conclusions of Law:

1. The conditions of the Development Agreement between CRH Partners, LLC and Park City Municipal Corporation recorded on June 14, 2018 related to Affordable Housing has been met by this plan.
2. This plan complies with Park City Housing Resolution 03-2017.
3. Housing Authority approves a waiver of the Housing Resolution timing of construction and delivery of the affordable housing units.

Conditions of Approval:

1. The Affordable Housing building will be the first building to draw a building permit.
2. No Certificate of Occupancy will be granted for the Crown Homes (market townhomes) prior to receiving the CO for the affordable/attainable building.
3. CRH will post a Performance Bond equal to the cost of construction and in a form acceptable to the City for the construction of the Affordable Housing building.
4. If the construction timing of the affordable housing building deviates more than 120 days from the proposed construction, the Applicant shall appear before the Park City Housing Authority within 30 days to explain the timing discrepancy and propose a remedy. The Housing Authority shall at that time have the right to require that the applicant post a 100% cash (or cash equivalent) guarantee for the remaining portion of the affordable housing building to be constructed.
5. Units will be sold at pricing as follows:

Unit #	Sq Ft	# of Bedrms	Sales Price	Max Hshold
A-101	1,349	3	\$ 303,647	\$ 85,680
A-102 ADA	1,000	2	\$ 197,881	\$ 57,834
A-201	1,000	2	\$ 239,122	\$ 67,473
A-202	998	2	\$ 239,122	\$ 67,473
A-203	1,377	3	\$ 303,647	\$ 85,680
A-303	1,000	2	\$ 263,841	\$ 77,112
A-304	997	2	\$ 263,841	\$ 77,112
Affordable units total	7,721		\$ 1,811,101	
Max total sales price @ 80% AMI			\$ 1,901,120	
Average % AMI Sales Price			76%	
A-301	989	2	\$ 512,404	\$ 144,585

A-302	987	2	\$ 512,404	\$ 175,680
A-401	671	1	\$ 455,470	\$ 153,720
A-402	959	2	\$ 512,404	\$ 175,680
A-403	1,174	3	\$ 569,338	\$ 219,600
A-404	1,189	3	\$ 569,338	\$ 219,600
A-501	1,160	3	\$ 569,338	\$ 219,600
A-502	1,163	3	\$ 569,338	\$ 219,600
Attainable units total @ 150% Ami per HUD Income Limits	8,292		\$ 4,270,034	
Additional Storage	736			
Total	16,749			

6. Deed Restrictions shall be recorded against all 16 units in a form approved by the City Attorney.
7. CCRs for the Affordable/Attainable building will include a provision that HOA fees won't increase more than three percent (3%) per year.
8. Initial HOA dues shall not exceed an average of \$250 per month per unit excluding utilities and internet and/or an average of \$370 per month per unit including utilities and internet.
9. Units within Building A, the affordable/attainable building shall be sold and the one unit in Building B will be rented to eligible households defined in the recorded Deed Restrictions.
10. All sales shall be approved in writing by the City Affordable Housing Office.
11. Housing Authority waived the Housing Resolution 03-2017 construction timing and delivery of the affordable housing units Sections 11 and 14.A.

Attached:

Exhibit A: Housing Mitigation Plan proposed by CRH Partners LLC., dated July 16, 2018 and amended with agreed-upon changes in red as well as proposed 2019 amendment dated April 25, 2019.

Exhibit B: Project Site Plan – Affordable Housing Building is Building A on Lot 1

Exhibit C: Floor Plans for Building A, Affordable and Attainable Housing Building

Exhibit D: Floor Plans for Building B identifying the 717 SF AUE platted as common area.

Sincerely,

Rhoda Stauffer
Affordable Housing Program

Council Agenda Item Report

Meeting Date: October 10, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a Purchase Agreement to Acquire the 9.51 acre Daderko Property from Utah Open Lands, for \$95,000 in a Form Approved by the City Attorney
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Daderko Purchase Staff Report](#)

[Attachment I: Purchase and Sale Agreement](#)

City Council Staff Report



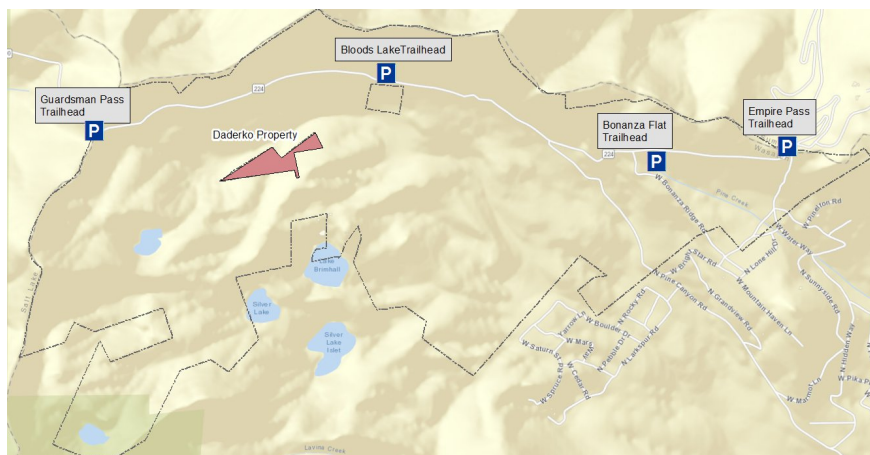
Subject: Bonanza Flats Inholding Purchase Agreement
Author: Heinrich Deters
Department: Sustainability
Date: October 10, 2019
Type of Item: New Business-Property Acquisition

Recommendation

Staff recommends Council approve a purchase agreement to acquire the 9.51 acre Daderko property from Utah Open Lands (UOL), for Ninety Five Thousand Dollars (\$95,000) in a form approved by the City Attorney. (Attachment I)

Background

Park City acquired the 1,350 acre Bonanza Flat open space in 2017. At the time of acquisition, there were three inholdings of private land that were also of interest for preservation given their location within the Bonanza Flat area. The Daderko property is one of these inholdings and is centrally positioned within the property.



Analysis

The Daderko property is primarily made up of two mining claims (Big Boss and Veta Grand) and includes the associated surface rights.

UOL has been working with the landowner for numerous months and was able to acquire a purchase option on the property, once an appraisal was completed. The appraisal valued the property at \$190,000. The agreement contemplates UOL donating half the appraised value to the City, with the City paying the remaining balance for fee title of the property. The intention of the transaction is to have the City include this property into the proposed Bonanza Flat Conservation Easement, thereby expanding

the total open space acreage and minimizing disruptions to the preservation goals due to small developments.

City funding for the acquisition will come from the Bonanza Flat Open Space account, which was set up to fund improvements such as trails and trailheads on the property. City staff, in conjunction with UOL and the Mountain Trails Foundation, has been able to secure almost \$225,000 in grants and donations, which has freed up funding, which is being considered for this acquisition.

As noted, the Daderko property is centrally located within the Bonanza Flat property and consists of several double track roads and trails. By acquiring the property, all possible development, however minimal, will be permanently removed.

Attachments

Attachment I- Daderko Purchase Agreement

**AGREEMENT FOR PURCHASE
AND SALE OF REAL PROPERTY**
[Daderko Property]

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is entered into this ____ day of _____, 2019, by and between **PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah**, (the “**Purchaser**”), and **UTAH OPEN LANDS CONSERVATION ASSOCIATION, a Utah not for profit corporation** (the “**Seller**”).

WHEREAS, Seller is the owner of approximately 9.51 acres of real property in Wasatch County, known as a portion of the Big Boss and Veta Grand mining claims, commonly referred to as the Daderko property and depicted on Exhibit “A”, attached hereto and made hereof (the “**Property**”); and

WHEREAS, Purchaser owns adjacent open space property In Wasatch County, referred to as Bonanza Flat and intends to combine this Property, to the existing Bonanza Flat area for preservation and passive public recreational purposes; and

WHEREAS, the Property is located just outside of the current Park City (“**City**”), State of Utah (“**State**”) limits; and

WHEREAS, Seller desires to sell and Purchaser wishes to purchase the Property pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) in hand paid and in consideration of the mutual promises of the parties as set forth herein, Seller does hereby agree to sell to Purchaser and Purchaser agrees to purchase from Seller in fee simple the Property pursuant to the following covenants, conditions, terms and obligations:

1. **TRANSACTION AND TRANSACTION DOCUMENTS.** Purchaser desires to purchase, and Seller desires to sell, the Property strictly in accordance with the terms and conditions set forth below.

2. **SELLER MATERIALS.** Purchaser is familiar with the Property and is willing to purchase in its “As-Is” condition as further described in Paragraph 9 below and subject title inspection as set forth in Paragraph 4 and an inspection period as set forth in Paragraph 5 of this Agreement. To assist Purchaser in familiarizing itself with the Property, Seller has provided those items listed on Exhibit “B” attached hereto (“**Seller’s Materials**”) on or prior to the Effective Date [defined below.] Notwithstanding anything to the contrary contained in this Agreement, in the event of a termination of this Agreement, Purchaser shall return Seller’s Materials and any copies thereof to Seller. The furnishing of Seller’s Materials is without representation or warranty by Seller as to the accuracy thereof, or as to the right of Purchaser to rely on Seller’s Materials.

3. **PURCHASE PRICE AND CLOSING.** The purchase price for the Property is Ninety Five Thousand Dollars (\$95,000) (the “**Purchase Price**”) which is considered part

bargain sale, based on a qualified appraisal. Seller shall make as a donation to Buyer the remaining \$95,000, or any additional appraised value.

4. The Purchase Price shall be paid by Purchaser as follows:

4(a) Within five (5) business days after the Effective Date, Purchaser shall deposit the sum of (\$0.00) (the “**Earnest Money Deposit**”) with Park City Title Company (the “**Escrow Agent**”).

4(b) Upon Closing [defined below], the Earnest Money Deposit shall be applied against the Purchase Price, and the balance of the Purchase Price shall be paid to Seller in immediately available funds.

4(c) The closing (the “**Closing**”) shall occur on or before **October 16, 2019** (the “**Closing Date**”). The Closing shall be held at the offices of the Escrow Agent or such other location as the parties shall mutually designate. Seller and Purchaser shall have the right to extend the Closing Date by written agreement. In the event that Closing does not occur by the initial Closing Date or any extension agreed to in writing by Seller and Purchaser, this Agreement shall terminate, in which case the Earnest Money Deposit shall be released to Seller, and the parties shall be relieved of further liability hereunder with the exception of Purchaser’s obligations to Seller that survive any termination of this Agreement as described in Paragraph 8(a) and 8(b) below.

5. TITLE.

5(a) Purchaser shall obtain a title insurance commitment issued by the Escrow Agent setting forth the status of title to the Property and showing all encumbrances and other matters affecting the Property (the “**Commitment**”). The Commitment is described as one of the documents listed in Exhibit “B.” Within two (2) days following the Effective Date, Purchaser shall notify Seller in writing as to Purchaser’s disapproval of any of the title exceptions, monetary liens or encumbrances, set forth in such Commitment. Seller shall be obligated to remove and/or resolve any disapproved monetary liens or encumbrances. Seller shall have two (2) business days thereafter (“**Seller Response Period**”) to elect whether or not to remove said exceptions, in addition to any monetary liens or encumbrances, at Seller’s expense at or prior to the Closing. In the event Seller does not give written notice to Purchaser and Escrow Agent within the Seller Response Period that Seller will remove such disapproved exception(s) at or prior to the Closing, then Purchaser may, by delivery of written notice to Seller and Escrow Agent within one (1) business days following expiration of the Seller Response Period, elect to (i) terminate this Agreement, or (ii) approve the previously disapproved title exceptions reflected in the Commitment (in which case such exceptions shall become Permitted Exceptions) without any reduction in the Purchase Price and waive Purchaser’s right of termination set forth in

subparagraph 4(a)(i). In the event Purchaser (i) does not object to the items reflected in the Commitment, or (ii) fails to give timely written notice of its election to terminate this Agreement following expiration of the Seller Response Period, Purchaser shall be deemed to have expressly approved the Commitment and all matters reflected therein shall be deemed “Permitted Exceptions” under this Agreement, and Purchaser shall take title to the Property at Closing subject to all Permitted Exceptions.

5(b) Purchaser shall be entitled to request that, at Closing, with respect to the Property, the Escrow Agent (i) issue to Purchaser an ALTA title insurance policy as to the Property and a standard coverage (or other form standard for similar transactions in the State) owner’s form title policy (the “**Title Policy**”), in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Purchaser subject only to the Permitted Exceptions, and (ii) provide such endorsements (or amendments) to such Title Policy as Purchaser may reasonably require; provided that (a) the Title Policy and any endorsements thereto shall be at no cost to, and shall impose no additional liability on, Seller, (b) Purchaser’s obligations under this Agreement shall be conditioned upon Purchaser’s ability to obtain such Title Policy and/or any endorsements to the Title Policy and, if Purchaser is unable to obtain a Title Policy and/or any such endorsements, Purchaser shall not be obligated to proceed to close the transactions contemplated by this Agreement without reduction of or set off against the Purchase Price, and (c) the Closing shall not be delayed, unless agreed to in writing by Seller and Purchaser, as a result of Purchaser’s aforementioned request.

5(c) At the Closing, Seller shall convey fee title to the Property by providing a Special Warranty Deed (the “**Deed**”) to Purchaser, subject to the Permitted Exceptions [defined below]. The form of the Deed is attached hereto as Exhibit “C.”

5(d) If applicable, Purchaser shall have the right to deliver to Seller a written notice (“**New Title Exception Notice**”) at any time prior to the Closing Date, but not more than five (5) days after the date of Purchaser’s discovery of any title exception which (i) first comes to Purchaser’s attention following the expiration of the Seller Response Period, (ii) was not created due to the acts of Purchaser, (iii) has not been consented to by Purchaser, and (iv) materially adversely affects the Property (each, a “**New Title Exception**”), stating that a New Title Exception has arisen and that such New Title Exception is unacceptable to Purchaser. If Purchaser timely delivers a New Title Exception Notice to Seller, the following provisions shall apply:

(i) Upon Purchaser’s delivery to Seller of the New Title Exception Notice, Seller may, but shall not be obligated to, (i) remove or correct the New Title Exception to Purchaser’s reasonable satisfaction on or prior to the Closing

Date, or (ii) cause Escrow Agent to provide, at Closing, title insurance with respect to the New Title Exception.

(ii) Seller shall have the unilateral right, based on Seller's discretion or for the purpose of performing Seller's obligations or exercising Seller's rights under this Paragraph 4(d), to extend the Closing Date for a period of up to sixty (60) days by delivery to Purchaser of written notice to such effect not more than five (5) business days after Seller's receipt of a New Title Exception Notice. The period of any such unilateral extension by Seller pursuant to this subparagraph shall run concurrently with any other extension periods provided for in this Agreement. Notwithstanding any election by Seller to extend the Closing Date as set forth above, Purchaser may elect at any time to waive Purchaser's objection to such New Title Exception by giving written notice thereof to Seller, in which case Seller and Purchaser shall proceed to Closing on or before the Closing Date in accordance with the provisions of this Agreement (and such New Title Exception will be a Permitted Exception for all purposes hereunder).

6. INSPECTION PERIOD.

6(a) Access to Property. From and after the Effective Date until Closing, (The "Inspection Period"), Seller agrees to allow Purchaser and Purchaser's authorized representatives reasonable access to the Property during normal business hours on prior written notice to Seller and Seller hereby authorizes Purchaser to carry out such reasonable tests and inspections thereof as Purchaser may deem necessary, provided that such access, tests and inspections by Purchaser and Purchaser's authorized representatives shall be subject to the provisions of the Leases and shall not interfere with the use of the Property by any third party pursuant to the Leases. All such tests and inspections shall be undertaken at no expense to Seller and will be carried out in accordance with the terms and provisions of this Agreement. Upon request by Seller, any samples collected for laboratory analysis will be split with a representative of Seller. Purchaser shall obtain, or cause to be obtained, all necessary permits, licenses, consents or other authorizations or notifications required by all applicable laws for such activities conducted on the Property. Within five (5) days following receipt of a request from Seller, Purchaser will provide Seller with the results of all laboratory analyses performed, reports, field logs and data and survey data on any samples collected during the activities described in this Section 5(b), which obligation shall survive whether or not this Agreement is terminated without Closing and provided that such data and reports are available to Purchaser at the time of Seller's request. If such data and reports are not available at the time of Seller's request, Purchaser shall provide such data and reports within five (5) days after delivery to Purchaser.

6(b) Indemnity. Purchaser shall defend, indemnify and hold Seller and its property managers, directors, officers, trustees, shareholders, employees, advisors, agents, managers, members and affiliates, and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any and all mechanic's liens that may be filed against the Property and any and all other liabilities and claims, including reasonable attorneys' fees, arising by reason of access to the Property and performance of any of such inspections and

operations by Purchaser or its representatives, subcontractors, agents, invitees or licensees, which obligation to defend, indemnify, and hold Seller and the Indemnitees harmless shall survive whether or not this Agreement is terminated without Closing. Notwithstanding the foregoing, in no event shall Purchaser be responsible for defending, indemnifying or holding Seller harmless from any diminution in property value of any other claims or liabilities resulting from any information or circumstances discovered during Purchase's inspections hereunder.

6(c) Seller acknowledges that Purchaser may desire to discuss or otherwise inquire about plans, documents, agreements, rights and other records of various federal, state, county or other governmental entities, districts and utilities, including but not limited to the U.S. Environmental Protection Agency (collectively, "Governmental Authorities") regarding the Property or otherwise impacting, restricting, or affecting its use or value with various Governmental Authorities. In this regard, Purchaser may request in writing at any time any publicly available records relating to the Project from Governmental Authorities. In addition, from and after the execution of this Agreement to the Closing Date or earlier termination of this Agreement, Purchaser is permitted to contact all necessary Governmental Authorities to discuss the Property.

7. CONDITIONS PRECEDENT TO CLOSING.

7(a) Purchaser's Conditions Precedent. The obligation of Purchaser to purchase the Property shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived by Purchaser in its sole and absolute discretion (the "**Purchaser Conditions Precedent to Closing**"):

(i) All conditions of title have been met pursuant to Paragraph 4 hereof;

(ii) Seller is not in default of this Agreement;

(iii) The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 9;

In the event that any of the foregoing Purchaser Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Purchaser shall, as its sole remedy, either (i) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Seller, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement. If Seller has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 7(b) below.

7(b) Seller's Conditions Precedent. The obligation of Seller to sell the Property shall be conditioned upon satisfaction of the following at or prior to

Closing, any of which may be waived in writing by Seller in its sole and absolute discretion (the “**Seller Conditions Precedent to Closing**”):

(i) The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 9 hereof;

In the event that any of the foregoing Seller Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Seller shall, as its sole remedy, either (i) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Purchaser, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser’s obligations to Seller that survive any termination of this Agreement. If Purchaser has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 7(b) below.

8. CLOSINGS, CONVEYANCE AND TITLE.

8(a) Title to the Property is to be conveyed hereunder subject to the Permitted Exceptions. Any water or water rights appurtenant to the property shall be conveyed to the City subject to a separate agreement.

8(b) Any escrow fee shall be equally shared between Purchaser and Seller. Any transfer or conveyance taxes or fees, filing fees and/or costs associated with the recordation of the Deed and/or Purchaser’s financing shall be at Purchaser’s expense. Purchaser shall also pay all costs and expenses associated with Purchaser’s procurement of a survey and procurement of title insurance, including, without limitation, the Title Policy. Except as otherwise provided for in this Agreement, Seller and Purchaser will each be solely responsible for and bear all of their own respective expenses.

8(c) Seller shall be responsible for all real estate taxes, assessments or other charges accruing prior to the date of the Closing and Purchaser shall be responsible for such real estate taxes, assessments and other charges accruing on or after the date of the Closing. At Closing, real estate taxes and other charges payable on an annual or periodic basis shall be prorated to the date of Closing based on the most recent available tax information.

8(d) At or prior to Closing, if requested by Escrow Agent, Seller shall deliver to Purchaser a “Certification of Non-Foreign Status” which meets the requirements of Section 1445 of the Internal Revenue Code and Internal Revenue Regulations for the purpose of informing the transferee that withholding of Federal taxes is not required.

9. DEFAULT; LIABILITY OF PARTIES.

9(a) In the event of any breach, failure or default by Purchaser under the terms of this Agreement (which breach, failure or default is not remedied or

cured by Purchaser pursuant to any applicable provisions hereof), Seller shall be entitled to terminate this Agreement and obtain the Earnest Money Deposit from Escrow Agent (if Escrow Agent then is in possession of same) or retain the Earnest Money Deposit (if Seller is then in possession of same) as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining Purchaser's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Seller of Purchaser's breach. After Seller has exercised its applicable remedy as described above, Purchaser shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall Seller be entitled to any other remedies other than those expressly provided herein.

9(b) Notwithstanding anything to the contrary contained herein, in the event Seller breaches this Agreement (which breach, failure or default is not remedied or cured by Seller pursuant to any applicable provisions hereof) Purchaser shall have the right, as its sole and exclusive remedy, to either: (i) obtain the return to Purchaser of the Earnest Money Deposit (if Seller is in possession of the same), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining Purchaser's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Purchaser of Seller's breach; or (ii) commence an action against Seller for specific performance of this Agreement or similar legal or equitable action. After Purchaser has exercised its applicable remedy as described above, Seller shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall Purchaser be entitled to any other remedies other than those expressly provided herein. Nothing herein shall be construed to limit Purchaser's power to acquire the Property by condemnation, however.

9(c) Seller and Purchaser acknowledge and represent that Seller and Purchaser have dealt with no brokers in connection with the Property and entering into this Agreement. Should any other claim for commission be asserted or established, the party in breach of its representation in this Paragraph 7(c) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.

9(d) No failure(s) or default(s) by Purchaser or Seller shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the

defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days provided the party diligently and continuously pursues such cure). The provisions of this Subparagraph 7(d) shall not apply to Purchaser's failure to timely deliver the Earnest Money Deposit or to a default by Purchaser or Seller for failure to close on the purchase of the Property as and when required hereunder.

9(e) If Seller breaches this Agreement, and the breach is discovered prior to Closing, Purchaser's sole remedy is described in Paragraph 8(b) of this Agreement. Except as to a breach by Seller of any warranty, representation or covenant contained in Paragraph 8(c) or Paragraph 9 of this Agreement, if Seller breaches this Agreement, and such breach is discovered after Closing, Purchaser shall have no remedy or recourse against Seller. Purchaser has factored this risk into its decision to purchase. If and only if it is determined within six (6) months after Closing that Seller breached any warranty, representation or covenant contained in Paragraph 8(c) or Paragraph 9 of this Agreement, and if Purchaser notifies Seller in writing of any such breach within six (6) months of the Closing, Purchaser's sole remedy shall be one of the following: (i) cure of the breach by or on account of Seller; or (ii) payment of appropriate monetary compensation by Seller to Purchaser for such breach. Purchaser hereby agrees that in no event will the liability of Seller under this Agreement (including, without limitation, any liability of Seller for breach or default under any representation, warranty or covenant made by Seller in Paragraph 7(c) or Paragraph 8 hereof) exceed, in the aggregate, one and one half of one percent (1.50%) of the Purchase Price.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS.

10(a) Seller hereby represents, warrants and covenants to Purchaser that:

(i) Seller has granted no person any contract right or other right to possession of any portion of the Property.

(ii) Except as may be required by law or agreed to by Purchaser, Seller shall not materially alter the condition of the Property during the term of this Agreement.

(iii) Seller has the full right, power, and authority to sell the Property to Purchaser as provided in this Agreement and all required action necessary to authorize Seller to enter into this Agreement has been or will have been taken prior to the Effective Date. Seller shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize Seller to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

(iv) Seller has provided all of the documents in its possession and control as required by Paragraph 2 and all such documents are, to Seller's knowledge, complete and accurate copies thereof.

10(b) Purchaser warrants, represents and covenants to Seller that:

(i) Purchaser has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and all required action necessary to authorize Purchaser to enter into this Agreement has been or will have been taken prior to the Effective Date. Purchaser shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize Purchaser to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

11. AS-IS. PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

PURCHASER ACKNOWLEDGES THAT PURCHASER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS, SKETCHES, DRAWINGS, PLANS, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT RELY ON SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION

OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING.

PURCHASER ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL AND OTHER INQUIRIES AND INVESTIGATIONS AS PURCHASER DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE PROPERTY. SUCH INQUIRIES AND INVESTIGATIONS OF PURCHASER SHALL BE DEEMED TO INCLUDE AN ENVIRONMENTAL ASSESSMENT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, THE PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.

PURCHASER ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING SELLER'S OBLIGATION TO PROVIDE OR COMPLETE ROADS, SEWER, WATER, ELECTRIC OR OTHER UTILITY SERVICES, RECREATIONAL AMENITIES, OR ANY OTHER IMPROVEMENTS TO THE PROPERTY MADE BY SELLER OR RELIED UPON BY PURCHASER WHATSOEVER.

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, EXCEPT FOR THOSE REMEDIATION COSTS TO BE FUNDED FROM THE ENVIRONMENTAL ESCROW ESTABLISHED AT CLOSING PURSUANT TO PARAGRAPH 7(E) OF THIS AGREEMENT, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST THE SELLER WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES (WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS AGREEMENT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (IV) THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, (V) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE PROPERTY, IN REGARD TO ANY PAST, PRESENT AND FUTURE FEDERAL, STATE AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION,

TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (VI) THE PRESENCE ON, IN, UNDER OR NEAR THE PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, RCRA, 42 U.S.C. § 6973 et seq., ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VII) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY.

PURCHASER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS PARAGRAPH 9 SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE RECORDATION OF THE DEED FOR THE PROPERTY.

12. ASSIGNMENT; SURVIVAL. Purchaser may assign this Agreement to any party without the express written consent of Seller. This Agreement shall be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and assigns. The provisions of this Agreement and the obligations of the parties shall survive the execution and delivery of the Deed executed hereunder and shall not be merged therein, except that any representations and warranties of Seller hereunder shall survive Closing for six (6) months.

13. ESCROW AGENT. The terms and conditions set forth in this Agreement shall constitute both an agreement between Seller and Purchaser and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. Seller and Purchaser shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly agreed by mutual consent of Purchaser and Seller. Purchaser and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Earnest Money Deposit and all other deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Purchaser and Seller in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

14. EFFECTIVE DATE. This Agreement shall become effective on the date signed by the last of Purchaser and Seller ("**Effective Date**").

15. MISCELLANEOUS.

15(a) All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one business (1) day after shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to Purchaser:	Andy Beerman, Mayor Park City Municipal Corporation P.O. Box 1480 Park City, Utah 84060
If to Seller:	Wendy Fisher Utah Open Lands Conservation Association 1488 Main Street Salt Lake City, Utah 84115 Email: wendy@utahopenlands.org
with a copy to:	Park City Municipal Corporation P.O. Box 1480 Park City, Utah 84060 Attention: Thomas Daley, Esq. Email: tdaley@parkcity.org
If to Escrow Agent:	Park City Title Company 1670 Bonanza Dr. #105 Park City, Utah 84060 Attention: Nari Trotter Email: nari@parkcitytitle.com.com

The parties hereto shall be responsible for notifying each other of any change of address.

15(b) If any term, covenant or condition of this Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable, the Agreement shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.

15(c) It is the intention of the parties hereto that all questions with respect to the construction of this Agreement, and the rights or liabilities of the parties hereunder, shall be determined in accordance with the laws of the State, without regard to conflicts of law rules. Time is hereby declared to be of the essence in the performance of each of Seller's and Purchaser's obligations hereunder.

15(d) Any deadline date specified in this Agreement which falls on a Saturday, Sunday or legal holiday (any days other than the foregoing to be considered “business days” for all purposes hereunder) shall be extended to the first regular business day after such deadline date.

15(e) This Agreement, together with the Exhibits attached hereto, contains the final and entire agreement between the parties hereto. The recitals set forth in the beginning of this Agreement are incorporated herein as if restated in full. No change or modification of this Agreement, or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision, or a waiver of any other provisions hereunder. The terms of this Agreement are mutually agreed to be clear and unambiguous, and shall be considered the workmanship of all of the parties and shall not be construed against the drafting party. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

15(f) Titles to Paragraphs and Subparagraphs are for convenience only, and are not intended to limit or expand the covenants and obligations expressed thereunder.

15(g) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

15(h) In addition to any other relief to which it may be entitled, the prevailing party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorneys’ fees and costs incurred in regard to such dispute or controversy. **THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.**

15(i) For purposes of this Agreement and any document delivered at Closing, all references to Seller’s knowledge, including, without limitation, whenever the phrase “to Seller’s actual knowledge,” or the “knowledge” of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of Seller’s Representative only, and no others, only at the times indicated, without investigation or inquiry, or obligation to make investigation or inquiry, and in no event shall the same include any knowledge imputed to Seller by any other person or entity. “**Seller’s Representative**” means and shall be limited to Wendy Fisher.

15(j) Purchaser shall reasonably cooperate with Seller, if applicable, with respect to one or more like-kind exchanges made pursuant to Section 1031 of the Internal Revenue Code (“**1031 Exchange**”), provided such 1031 Exchange shall not impose on Purchaser any additional liability or financial

obligation, shall not delay Closing, and Seller shall indemnify, defend and hold Purchaser harmless for, from and against any claims, damages or expenses arising in connection with or resulting from Seller's 1031 Exchange. Notwithstanding the foregoing, the consummation of the transaction contemplated by this Agreement shall not be subject to or contingent upon Seller's ability to consummate its 1031 Exchange.

15(k) Neither this Agreement nor a memorandum thereof shall be filed or recorded by Seller or Purchaser.

15(l) THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF UTAH. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

(SIGNATURES FOLLOW ON NEXT PAGE)

WITNESS, the following signatures.

PURCHASER:

**PARK CITY MUNICIPAL CORPORATION,
a political subdivision of the State of Utah**

By:

Its:

By: _____

Name: _____

Title: _____

Date: _____

(SIGNATURES CONTINUE ON NEXT PAGE)

SELLER:

Utah Open Lands Conservation Association

By: _____

Name: _____

Title: _____

Date: _____

Attest:

City Recorder

(SIGNATURES CONTINUE ON NEXT PAGE)

Escrow Agent executes this Agreement for the sole purpose of evidencing its agreement to the matters set forth in Paragraphs 6(c) and 11 hereof.

ESCROW AGENT:

PARK CITY TITLE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Property (Map & Legal Description)

Exhibit A

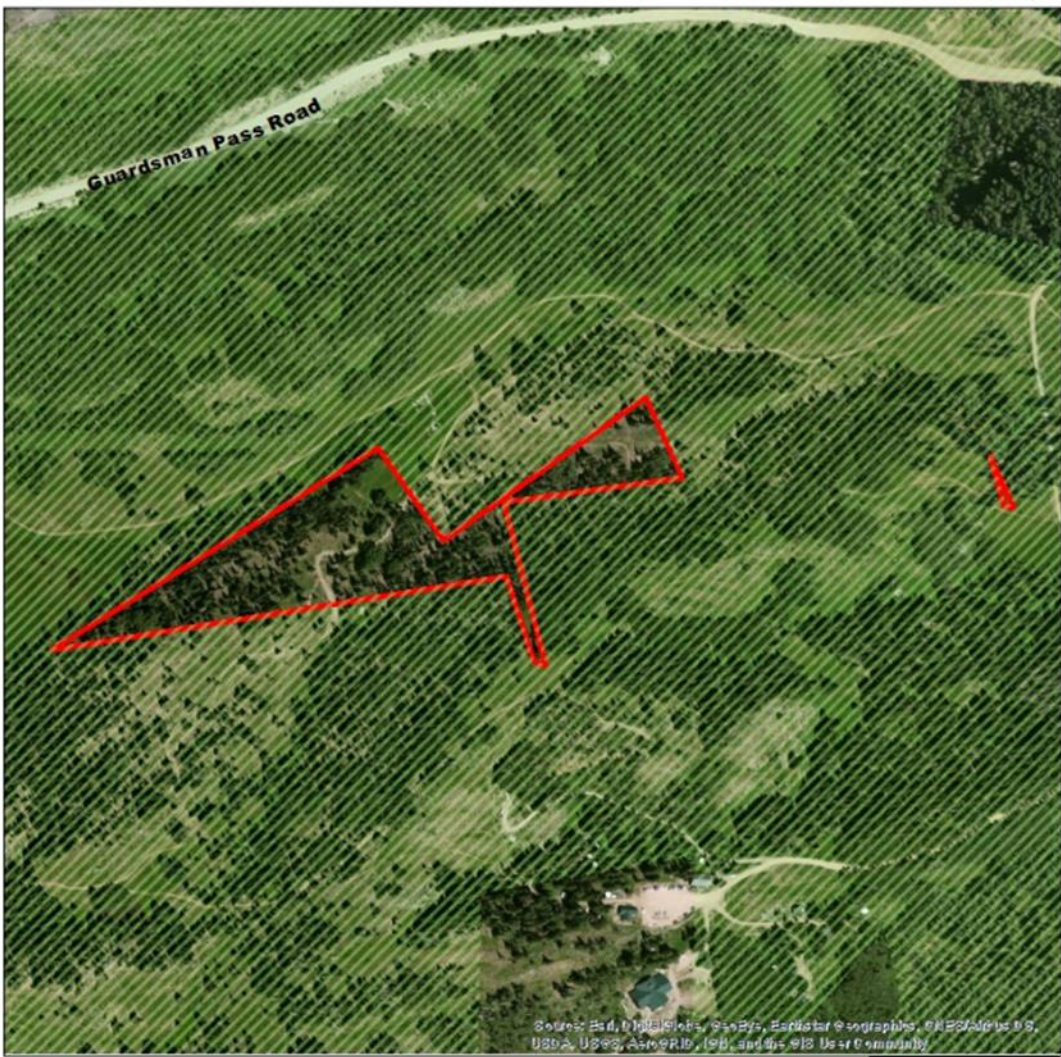
A portion of the Big Boss and Veta Grand Amended Lodes, Mineral Survey 6034 as defined by US Patent 464320 dated March 22, 1915.

Beginning at Corner No.2 of the Big Boss Lode Amended (MS 6034) identical with post No 4 of the Arthur Lode (lot 65) from which the $\frac{1}{4}$ corner between sections 30&31 Township 2, Range 4 East bears N.61°12'46" East, 2478.25 feet distant and the Closing corner common to Sections 30&31 bears N.55°47'17" West, 1956.48 feet distant; thence N.59°35'10" E. along line 3-4 of said Arthur Lode (Lot 65), 908.93 feet to Line 3-4 of the Plutonic Lode (Lot 94); thence S.34°41'44" E. along said Line 3-4 of the Plutonic Lode (Lot 94), 338.11 feet to Post No.4 thereof; thence N.53°58'38" E. along Line 4-5 of said Plutonic Lode, 750.94 feet to Post No.5 thereof; thence N.63°23'05" E. along Line 5-6 of said Plutonic Lode, 7.62 feet to Line 3-4 of the Little Ned Lode Amended (Lot 85 Amd.); thence S.24°09'18" E. along said Line 3-4 of the Little Ned Lode Amended, 270.57 feet to Line 3-4 of the Mary Ellen Lode (Lot 84); thence S.81°28'13" W. along said Line 3-4 of the Mary Ellen Lode, 565.86 feet to Post No.3 thereof; thence S.16°27'33" E. along Line 2-3 of said Mary Ellen Lode, 84.65 feet to Line 4-5 of the Veta Grand Lode Amended (MS 6034); thence S.87°38'53" W. along said Line 4-5 of the Veta Grand Lode Amended, 3.41 feet to the Line 4-5 of the Big Boss Lode Amended (MS 6034); thence S.24°56'08" E. along said Line 4-5 of the Big Boss Lode Amended, 22.44 feet to Line 2-3 of the Mary Ellen Lode (Lot 84); thence S.16°27'33" E. along said Line 2-3 of said Mary Ellen Lode, 409.07 feet to Line 5-6 of the Big Boss Lode Amended (MS 6034); thence N.60°34'24" W. along said Line 5-6 of the Big Boss Lode Amended, 42.32 feet to Line 4-1 of the Logan Lode (Lot 135); thence N.17°06'08" W. along said Line 4-1 of the Logan Lode, 267.88 feet to Post No.1 of said Logan Lode; thence S.80°08'14" W. along Line 1-2 of said Logan Lode, 1400.05 feet to Line 2-3 of the Henrietta Lode Amended (Lot 64 Amd.); thence N.57°06'15" E. along said Line 2-3 of the Henrietta Lode Amended, 261.66 feet to Post No.2 thereof; thence N.33°32'20" W. along Line 1-2 of said Henrietta Lode Amended, 22.15 feet to Corner No.4 of the Big Boss Lode Amended (6034), identical with Post No.2 of the Arthur Lode (Lot 65) and the Point of Beginning of the Parcel herein described.

A portion of the Veta Grand Amended Lode, Mineral Survey No 6034 as defined by U.S. Patent # 464320, Dated March 22th, 1915 and being situated in the Northeast quarter of Section 31 Township 2 South, Range 4 East, Salt Lake Base & Meridian, Wasatch County, UT, and being more particularly described as follows:

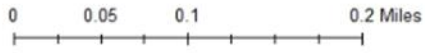
Beginning at the Corner of No. 4 of the Veta Grand Amended (MS 6034), from which the $\frac{1}{4}$ Corner between sections 30 & 31 Township 2 South, Range 4 East, bears N. 30°56'30" W., 1066.07 feet distant, and the Section Corner common to Sections 29, 30, 31, 32 bears N 65°58'40"E., 2280.66 feet distant; thence S. 87°38'53" W. along line 4-1 of said Veta Grand Lode Amended, 27.10 feet to line 4-1 of the Mary Ellen Lode (lot 84); thence N.16°11'59"W. along said line 4-1 of the Mary Ellen Lode, 164.58 feet to line 3-4 of said Veta Grand Lode Amended; thence S. 24°56'39"E., along said line 3-4 of the Veta Grand Lode Amended, 173.08 feet to Corner No.4 thereof, the Point of Beginning of the parcel herein described.

Daderko Property



 Daderko Property

 Bonanza Flat Conservation Area



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

EXHIBIT B
Document Deliveries

1. Title Commitment
2. Any other information relating to the Property that Purchaser may reasonably request.

Council Agenda Item Report

Meeting Date: October 10, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a Purchase Agreement to Dispose of Lot 4, Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility- Fourth Amendment Amending Lot 4, Consisting of 2.5 acres, to the Park City Fire District in the Amount of \$1,000,000
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Fire Station Disposition Staff Report](#)

[Attachment 1: PCFD Lot 4 Purchase Agreement](#)



City Council Staff Report

Subject: IHC Lot 4 Disposition-
Purchase Agreement with Park City Fire District
Author: Heinrich Deters
Department: Sustainability Department
Date: October 10, 2019
Type of Item: Potential Disposition of Property

Summary Recommendations:

Staff recommends Council approve a purchase agreement, in a form approved by the City Attorney, to dispose of Lot 4, Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility- Fourth Amendment Amending Lot 4, consisting of 2.5 acres, to the Park City Fire District in the amount of one million dollars (\$1,000,000). (Attachment I)

Executive Summary:

Council should consider approval of a purchase agreement to dispose of 2.5 acres located in the Quinn's Junction area to the Park City Fire District in the amount of one million dollars (\$1,000,000).

Background:

The Park City Fire District (PCFD) approached the City several years ago, in the hopes of acquiring property for a future fire station located within the Quinn's Junction.

On August 12, 2019, PCFD and PCMC entered into a purchase agreement for Lot 13 of the Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility. This property is immediately north of the currently proposed disposition request.

On September 10th and as part of the buyer property due diligence period, PCFD contacted PCMC requesting to purchase the adjacent city-owned 2.5 acres. This determination and request was made due to design impacts associated with the configuration of the northern property. Specifically, PCFD felt that the southern 2.5 acres was best suited for the current fire station design. (Exhibit A- Subdivision Plat)

Analysis:

With anticipated build-out of Park City Heights, IHC Medical Campus and Park City Studios, along with additional development in Summit County on the east side of US 40, the PCFD finds that there is a need for a fire station in this area. According to the Fire District, ideal sites are located with direct access onto Round Valley Drive which provides a controlled intersection access to SR 248 and is as a critical to providing a high Insurance Service Office (ISO) rating.

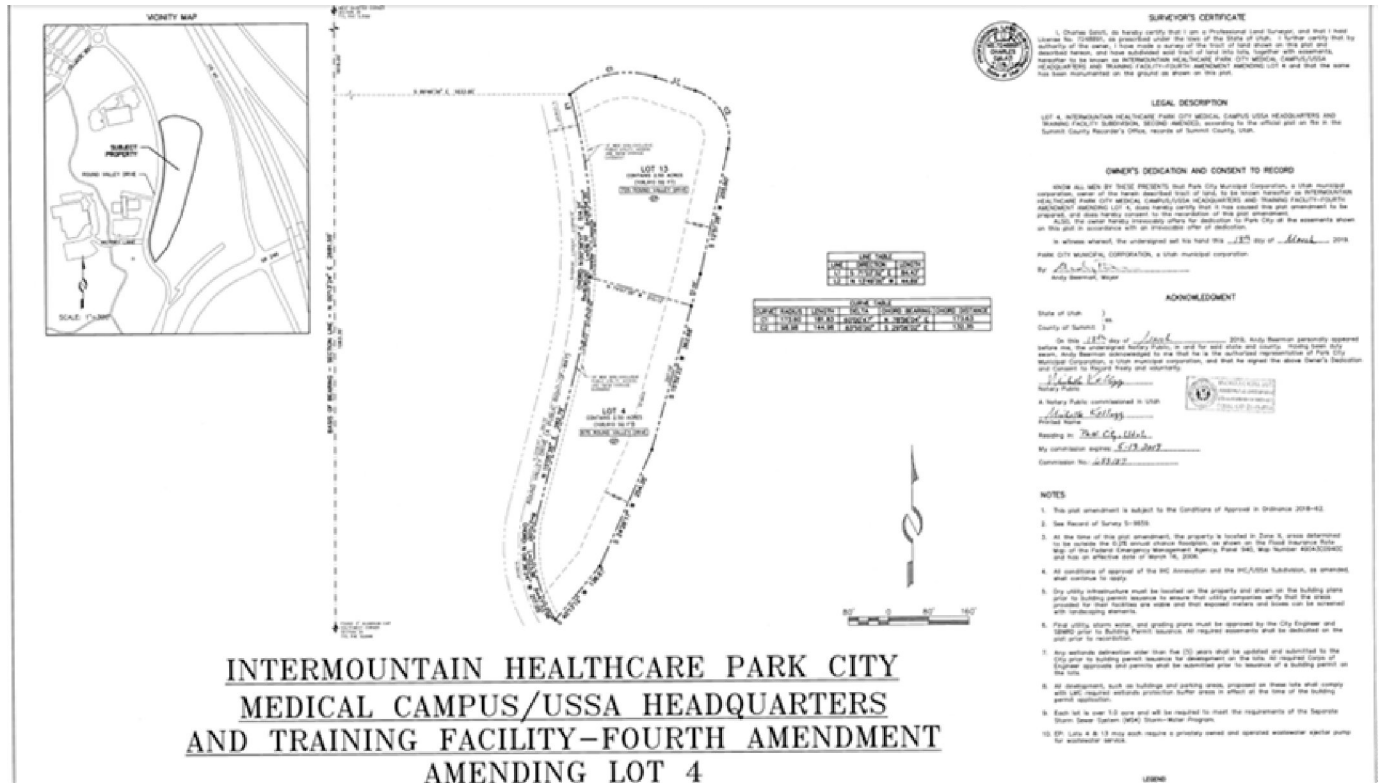
The Purchase Agreement outlines numerous aspects of the property conveyance, including but not limited to; (\$1,000,000) purchase price, (\$10,000) earnest money payment, property conditions, due diligence, indemnification and seller/buyer conditions/warranties. Additionally, staff has highlighted two conditions of the Purchase Agreement, which City Council should be aware of:

- Section 6.1 (vi): Closing associated with the agreement is conditioned upon PCFC obtaining a Conditional Use Permit (“CUP”), within 6 months of execution of the purchase agreement, for a public or civic use in the Community Transition District under Municipal Code of Park City Section 15-2.23-2(C)(2), which would allow the development of a Fire Station on the Property.
- Section 16: Provides PCMC with a right of first refusal for the first (15) years after closing.

Department Review:

This report was reviewed by the City Attorney’s Office, the Budget Department and the Executive Department.

Exhibit A- Subdivision Plat



Attachment I- Purchase Agreement

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is entered into this ____ day of _____, 2019, by and between **PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, the “Seller”**, and **PARK CITY FIRE DISTRICT, a Utah special service district (the “Purchaser”)**.

WHEREAS, Seller is the owner of certain real property in Park City (“**City**”), State of Utah (“**State**”), more particularly described as parcel number IMPCMC-4-4AM-X, as depicted on Exhibit “A”, attached hereto and made a part hereof (the “**Property**”); and

WHEREAS, Purchaser intends to construct a Fire Station (“**Improvements**”), on the Property for purposes of providing community fire safety and response measures; and

WHEREAS, The Seller has subdivided a 5 acre lot it currently owns in order to create the 2.5 acre Property to sell to the Purchaser; and

WHEREAS, Seller desires to sell and Purchaser wishes to purchase the Property pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, Seller does hereby agree to sell to Purchaser and Purchaser agrees to purchase from Seller in fee simple the Property pursuant to the following covenants, conditions, terms and obligations:

1. TRANSACTION AND TRANSACTION DOCUMENTS. Purchaser desires to purchase, and Seller desires to sell, the Property strictly in accordance with the terms and conditions set forth below.
2. SELLER MATERIALS. Purchaser is familiar with the Property and is willing to purchase the same in its “As-Is” condition as further described in Paragraph 9 below and subject to a Due Diligence Period as set forth in Paragraph 3.2 and title inspection as set forth in Paragraph 4, and an inspection period as set forth in Paragraph 5 of this Agreement. To assist Purchaser in familiarizing itself with the Property, Seller has provided those items listed on Exhibit “B” attached hereto (“**Seller’s Materials**”) on or prior to the Effective Date [defined below.] **Notwithstanding anything to the contrary contained in this Agreement, in the event of a termination of this Agreement, Purchaser shall return Seller’s Materials and any copies thereof to Seller.** The furnishing of Seller’s Materials is without representation or warranty by Seller as to the accuracy thereof, or as to the right of Purchaser to rely on Seller’s Materials.
3. PURCHASE PRICE AND CLOSING. The purchase price for the Property is One Million Dollars (\$1,000,000.00) (the “**Purchase Price**”). The Purchase Price shall be paid by Purchaser as follows:
 - 3.1 Within five (5) business days after the Effective Date, Purchaser shall deposit the sum of Ten Thousand Dollars (\$10,000.00) (the “**Earnest Money Deposit**”) with Park City Title Company (the “**Escrow Agent**”).

- 3.2 Upon payment of the Earnest Money Deposit, Seller shall grant to Buyer all necessary access to the Property to conduct necessary due diligence (“**Due Diligence Period**”) prior to purchase. The Due Diligence Period shall expire ninety (90) days from the Effective date. In the event any soil sampling or other testing needs to occur beyond the initial Due Diligence Period, Seller agrees that the Due Diligence period may be extended at the request of the Purchaser, for an additional sixty (60) days to allow for testing in a snow-free environment. If prior to the close of the Due Diligence Period, the Purchaser determines in its sole and absolute discretion that circumstances exist which render the Property unsuitable for the Purchaser’s intended use, the Purchaser may terminate this Agreement by giving written notice to Sellers and Escrow Agent in which event this Agreement shall be canceled and the Earnest Money shall be returned to the Purchaser. If the Purchaser fails to give such notice prior to the expiration of the Due Diligence Period, then the Purchaser will be deemed to have determined that the Property is suitable for Purchaser’s intended use.
- 3.3 Upon Closing [defined below], the Earnest Money Deposit shall be applied against the Purchase Price, and the balance of the Purchase Price shall be paid to Seller in immediately available funds.
- 3.4 The closing (the “**Closing**”) shall occur sixty (60) days after the close of the Due Diligence Period (the “**Closing Date**”). The Closing shall be held at the offices of the Escrow Agent or such other location as the parties shall mutually designate. Seller and Purchaser shall have the right to extend the Closing Date by written agreement. In the event that Closing does not occur by the initial Closing Date or any extension agreed to in writing by Seller and Purchaser, this Agreement shall terminate, in which case the Earnest Money Deposit shall be released to Seller, and the parties shall be relieved of further liability hereunder with the exception of Purchaser’s obligations to Seller that survive any termination of this Agreement as described in Paragraph 8.1 and 8.2 below.

4. TITLE.

- 4.1 Seller shall obtain a title insurance commitment issued by the Escrow Agent setting forth the status of title to the Property and showing all encumbrances and other matters affecting the Property (the “**Commitment**”). The Commitment is described as one of the documents listed in Exhibit “B.” Within sixty (60) days following the Effective Date, Purchaser shall notify Seller in writing as to Purchaser’s disapproval of any of the title exceptions, monetary liens or encumbrances, set forth in such Commitment. Seller shall be obligated to remove and/or resolve any disapproved monetary liens or encumbrances. Seller shall have five (5) business days thereafter (“**Seller Response Period**”) to elect whether or not to remove said exceptions, in addition to any monetary liens or encumbrances, at Seller’s expense at or prior to the Closing. In the event Seller does not give written notice to Purchaser and Escrow Agent within the Seller Response Period that Seller will remove such disapproved exception(s) at or prior to the Closing, then Purchaser may, by delivery of written notice to Seller and Escrow Agent within five (5) business days following expiration of the Seller Response Period, elect to (i) terminate this Agreement, or (ii) approve the previously disapproved title exceptions reflected in the Commitment (in which

case such exceptions shall become Permitted Exceptions) without any reduction in the Purchase Price and waive Purchaser's right of termination set forth in subparagraph 4(a)(i). In the event Purchaser (i) does not object to the items reflected in the Commitment, or (ii) fails to give timely written notice of its election to terminate this Agreement following expiration of the Seller Response Period, Purchaser shall be deemed to have expressly approved the Commitment and all matters reflected therein shall be deemed "Permitted Exceptions" under this Agreement, and Purchaser shall take title to the Property at Closing subject to all Permitted Exceptions.

- 4.2 Purchaser shall be entitled to request that, at Closing, with respect to the Property, the Escrow Agent (i) issue to Purchaser an ALTA title insurance policy as to the Property and a standard coverage (or other form standard for similar transactions in the State) owner's form title policy (the "**Title Policy**"), in the amount of the Purchase Price, insuring that fee simple title to the Property is vested in Purchaser subject only to the Permitted Exceptions, and (ii) provide such endorsements (or amendments) to such Title Policy as Purchaser may reasonably require; provided that (a) the Title Policy and any endorsements thereto shall be at no cost to, and shall impose no additional liability on, Seller, (b) Purchaser's obligations under this Agreement shall be conditioned upon Purchaser's ability to obtain such Title Policy and/or any endorsements to the Title Policy and, if Purchaser is unable to obtain a Title Policy and/or any such endorsements, Purchaser shall not be obligated to proceed to close the transactions contemplated by this Agreement without reduction of or set off against the Purchase Price, and (c) the Closing shall not be delayed, unless agreed to in writing by Seller and Purchaser, as a result of Purchaser's aforementioned request.
- 4.3 At the Closing, Seller shall convey fee title to the Property by providing a Special Warranty Deed (the "**Deed**") to Purchaser, subject to the Permitted Exceptions [defined below].
- 4.4 If applicable, Purchaser shall have the right to deliver to Seller a written notice ("**New Title Exception Notice**") at any time prior to the Closing Date, but not more than five (5) days after the date of Purchaser's discovery of any title exception which (i) first comes to Purchaser's attention following the expiration of the Seller Response Period, (ii) was not created due to the acts of Purchaser, (iii) has not been consented to by Purchaser, and (iv) materially adversely affects the Property (each, a "**New Title Exception**"), stating that a New Title Exception has arisen and that such New Title Exception is unacceptable to Purchaser. If Purchaser timely delivers a New Title Exception Notice to Seller, the following provisions shall apply:
- (i) Upon Purchaser's delivery to Seller of the New Title Exception Notice, Seller may, but shall not be obligated to,
 - (a) remove or correct the New Title Exception to Purchaser's reasonable satisfaction on or prior to the Closing Date, or
 - (b) cause Escrow Agent to provide, at Closing, title insurance with respect to the New Title Exception.

Seller shall have the unilateral right, based on Seller's discretion or for the purpose of performing Seller's obligations or exercising Seller's rights under this Paragraph 4(d), to extend the Closing Date for a period of up to sixty (60) days by delivery to Purchaser of written notice to such effect not more than five (5) business days after Seller's receipt of a New Title Exception Notice. The period of any such unilateral extension by Seller pursuant to this subparagraph shall run concurrently with any other extension periods provided for in this Agreement. Notwithstanding any election by Seller to extend the Closing Date as set forth above, Purchaser may elect at any time to waive Purchaser's objection to such New Title Exception by giving written notice thereof to Seller, in which case Seller and Purchaser shall proceed to Closing on or before the Closing Date in accordance with the provisions of this Agreement (and such New Title Exception will be a Permitted Exception for all purposes hereunder).

5. DUE DILIGENCE AND INSPECTION PERIOD.

- 5.1 **Access to Property.** From and after the Effective Date until the close of the Due Diligence Period set forth in Paragraph 3.2 above, Seller agrees to allow Purchaser and Purchaser's authorized representatives reasonable access to the Property during normal business hours on prior written notice to Seller and Seller hereby authorizes Purchaser to carry out such reasonable tests and inspections thereof as Purchaser may deem necessary, provided that such access, tests and inspections by Purchaser and Purchaser's authorized representatives shall be subject to the provisions of the Leases and shall not interfere with the use of the Property by any third party pursuant to the Leases. All such tests and inspections shall be undertaken at no expense to Seller and will be carried out in accordance with the terms and provisions of this Agreement. Upon request by Seller, any samples collected for laboratory analysis will be split with a representative of Seller. Purchaser shall obtain, or cause to be obtained, all necessary permits, licenses, consents or other authorizations or notifications required by all applicable laws for such activities conducted on the Property. Within five (5) days following receipt of a request from Seller, Purchaser will provide Seller with the results of all laboratory analyses performed, reports, field logs and data and survey data on any samples collected during the activities described in this Section 5(a), which obligation shall survive whether or not this Agreement is terminated without Closing and provided that such data and reports are available to Purchaser at the time of Seller's request. If such data and reports are not available at the time of Seller's request, Purchaser shall provide such data and reports within five (5) days after delivery to Purchaser.
- 5.2 **Indemnity.** Purchaser shall defend, indemnify, and hold Seller and its property managers, directors, officers, trustees, shareholders, employees, advisors, agents, managers, members and affiliates, and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any and all mechanic's liens that may be filed against the Property and any and all other liabilities and claims, including reasonable attorneys' fees, arising by reason of access to the Property and performance of any of such inspections and operations by Purchaser or its representatives, subcontractors, agents, invitees, or licensees, which obligation to defend, indemnify, and hold Seller and the Indemnitees

harmless shall survive whether or not this Agreement is terminated without Closing. Notwithstanding the foregoing, in no event shall Purchaser be responsible for defending, indemnifying, or holding Seller harmless from any diminution in property value of any other claims or liabilities resulting from any information or circumstances discovered during Purchaser's inspections hereunder.

- 5.3 Seller acknowledges that Purchaser may desire to discuss or otherwise inquire about plans, documents, agreements, rights and other records of various federal, state, county, or other governmental entities, districts and utilities, including but not limited to the U.S. Environmental Protection Agency (collectively, "Governmental Authorities") regarding the Property or otherwise impacting, restricting, or affecting its use or value with various Governmental Authorities. In this regard, Purchaser may request in writing at any time any publicly available records relating to the Project from Governmental Authorities. In addition, from and after the execution of this Agreement to the Closing Date or earlier termination of this Agreement, Purchaser is permitted to contact all necessary Governmental Authorities to discuss the Property.

6. CONDITIONS PRECEDENT TO CLOSING.

- 6.1 Purchaser's Conditions Precedent. The obligation of Purchaser to purchase the Property shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived by Purchaser in its sole and absolute discretion (the "**Purchaser Conditions Precedent to Closing**"):
- (i) Seller has attained all approvals associated with the subdivision and has recorded the plat creating the 2.5 acre Property;
 - (ii) Purchaser has been able to complete the necessary due diligence to their satisfaction within the allotted Due Diligence Period;
 - (iii) All conditions of title have been met pursuant to Paragraph 4 hereof;
 - (iv) Seller is not in default of this Agreement;
 - (v) The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 9; and
 - (vi) Within six (6) months of the date of execution of this Agreement, Purchaser has obtained a Conditional Use Permit ("CUP") for a public or civic use in the Community Transition District under Municipal Code of Park City Section 15-2.23-2(C)(2), which CUP would allow the development of a Fire Station on the Property. If required by either state or local code, Seller shall consent to the Purchaser's application for a Conditional Use Permit prior to closing.
- 6.2 In the event that any of the foregoing Purchaser Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Purchaser shall, as its sole remedy, either (i) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Seller, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement.

If Seller has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 7(b) below.

- 6.3 Seller's Conditions Precedent. The obligation of Seller to sell the Property shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived in writing by Seller in its sole and absolute discretion (the **"Seller Conditions Precedent to Closing"**):

- (i) The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 9 hereof;

In the event that any of the foregoing Seller Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Seller shall, as its sole remedy, either (a) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (b) immediately terminate this Agreement by written notice to Purchaser, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement. If Purchaser has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 7.2 below.

7. CLOSINGS, CONVEYANCE AND TITLE.

- 7.1 Title to the Property is to be conveyed hereunder subject to the Permitted Exceptions.
- 7.2 Any escrow fee shall be equally shared between Purchaser and Seller. Any transfer or conveyance taxes or fees, filing fees and/or costs associated with the recordation of the Special Warranty Deed and/or Purchaser's financing shall be at Purchaser's expense. Purchaser shall also pay all costs and expenses associated with Purchaser's procurement of a survey and procurement of title insurance, including, without limitation, the Title Policy. Except as otherwise provided for in this Agreement, Seller and Purchaser will each be solely responsible for and bear all of their own respective expenses.
- 7.3 Seller shall be responsible for all real estate taxes, assessments or other charges accruing prior to the date of the Closing and Purchaser shall be responsible for such real estate taxes, assessments and other charges accruing on or after the date of the Closing. At Closing, real estate taxes and other charges payable on an annual or periodic basis shall be prorated to the date of Closing based on the most recent available tax information.

8. DEFAULT; LIABILITY OF PARTIES.

- 8.1 In the event of any breach, failure or default by Purchaser under the terms of this Agreement (which breach, failure or default is not remedied or cured by Purchaser pursuant to any applicable provisions hereof), Seller shall be entitled to terminate this Agreement and obtain the Earnest Money Deposit from Escrow Agent (if Escrow Agent then is in possession of same) or retain the Earnest

Money Deposit (if Seller is then in possession of same) as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining Seller's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Seller of Purchaser's breach. After Seller has exercised its applicable remedy as described above, Purchaser shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall Seller be entitled to any other remedies other than those expressly provided herein.

- 8.2 Notwithstanding anything to the contrary contained herein, in the event Seller breaches this Agreement (which breach, failure or default is not remedied or cured by Seller pursuant to any applicable provisions hereof) Purchaser shall have the right, as its sole and exclusive remedy, to either: (i) obtain the return to Purchaser of the Earnest Money Deposit (if Seller is in possession of the same), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining Purchaser's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by Seller and Purchaser to anticipate the consequence to Purchaser of Seller's breach; or (ii) commence an action against Seller for specific performance of this Agreement or similar legal or equitable action. After Purchaser has exercised its applicable remedy as described above, Seller shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall Purchaser be entitled to any other remedies other than those expressly provided herein.
- 8.3 Seller and Purchaser acknowledge and represent that Seller and Purchaser have dealt with no brokers in connection with the Property and entering into this Agreement. Should any other claim for commission be asserted or established, the party in breach of its representation in this Paragraph 8(c) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.
- 8.4 No failure(s) or default(s) by Purchaser or Seller shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days, provided the party diligently and continuously pursues such cure). The provisions of this Subparagraph 8(d) shall not apply to Purchaser's failure to timely deliver the Earnest Money Deposit or to a default by Purchaser or Seller for failure to close on the purchase of the Property as and when required hereunder.

- 8.5 If Seller breaches this Agreement, and the breach is discovered prior to Closing, Purchaser's sole remedy is described in Paragraph 8(b) of this Agreement. Except as to a breach by Seller of any warranty, representation, or covenant contained in Paragraph 8(c) or Paragraph 9 of this Agreement, if Seller breaches this Agreement, and such breach is discovered after Closing, Purchaser shall have no remedy or recourse against Seller. Purchaser has factored this risk into its decision to purchase. If and only if it is determined within six (6) months after Closing that Seller breached any warranty, representation, or covenant contained in Paragraph 8(c) or Paragraph 9 of this Agreement, and if Purchaser notifies Seller in writing of any such breach within six (6) months of the Closing, Purchaser's sole remedy shall be one of the following: (i) cure of the breach by or on account of Seller; or (ii) payment of appropriate monetary compensation by Seller to Purchaser for such breach. Purchaser hereby agrees that in no event will the liability of Seller under this Agreement (including, without limitation, any liability of Seller for breach or default under any representation, warranty or covenant made by Seller in Paragraph 8(c) or Paragraph 9 hereof) exceed, in the aggregate, one and one half of one percent (1.50%) of the Purchase Price.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

- 9.1 Seller hereby represents, warrants and covenants to Purchaser that:

- (i) Seller has granted no person any contract right or other right to possession of any portion of the Property.
- (ii) Except as may be required by law or agreed to by Purchaser, Seller shall not materially alter the condition of the Property during the term of this Agreement.
- (iii) Seller has the full right, power, and authority to sell the Property to Purchaser as provided in this Agreement and all required action necessary to authorize Seller to enter into this Agreement has been or will have been taken prior to the Effective Date. Seller shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize Seller to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.
- (iv) Seller has provided all of the documents in its possession and control as required by Paragraph 2 and all such documents are, to the best of Seller's knowledge, complete and accurate copies thereof.

- 9.2 Purchaser warrants, represents and covenants to Seller that:

Purchaser has the full right, power, and authority to purchase the Property from Seller as provided in this Agreement and all required action necessary to authorize Purchaser to enter into this Agreement has been or will have been taken prior to the Effective Date. Purchaser shall have, on or before the Closing Date, the full right, power, and authority to carry out its obligations hereunder and all required action

necessary to authorize Purchaser to carry out its obligations hereunder has been or will have been taken prior to the Closing Date.

10. **AS-IS.** PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS-IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT.

- 10.1 PURCHASER ACKNOWLEDGES THAT WITH THE EXCEPTION OF THE FOLLOWING ITEMS INCLUDED IN EXHIBIT B, PURCHASER HAS NOT RELIED, AND IS NOT RELYING, UPON ANY INFORMATION, DOCUMENT, SALES BROCHURES OR OTHER LITERATURE, MAPS, SKETCHES, DRAWINGS, PLANS, PROJECTION, PROFORMA, STATEMENT, REPRESENTATION, GUARANTEE OR WARRANTY (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, MATERIAL OR IMMATERIAL) THAT MAY HAVE BEEN GIVEN BY OR MADE BY OR ON BEHALF OF SELLER:

- A. Declarations (Entry No. 00802752)
- B. Notice of Administrative Action dated 12-3-2018
- C. Subdivision Plat (Entry No. 1107497)
- D. Lot 4 Survey (Entry No. S0009659)
- E. Army Corp of Engineers Letter dated 10-25-2018

- 10.2 **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT RELY ON SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE,**

REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING.

- 10.3 PURCHASER ACKNOWLEDGES IT HAS HAD AN ADEQUATE OPPORTUNITY TO MAKE SUCH LEGAL, FACTUAL, AND OTHER INQUIRIES AND INVESTIGATIONS AS PURCHASER DEEMS NECESSARY, DESIRABLE OR APPROPRIATE WITH RESPECT TO THE PROPERTY. SUCH INQUIRIES AND INVESTIGATIONS OF PURCHASER SHALL BE DEEMED, AT PURCHASER'S DISCRETION TO INCLUDE AN ENVIRONMENTAL ASSESSMENT OF THE PROPERTY, AN INSPECTION OF THE PHYSICAL COMPONENTS AND GENERAL CONDITION OF ALL PORTIONS OF THE PROPERTY, SUCH STATE OF FACTS AS AN ACCURATE SURVEY AND INSPECTION WOULD SHOW, THE PRESENT AND FUTURE ZONING AND LAND USE ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY, COUNTY AND STATE WHERE THE PROPERTY IS LOCATED AND THE VALUE AND MARKETABILITY OF THE PROPERTY.
- 10.4 PURCHASER ACKNOWLEDGES THAT THERE HAVE BEEN NO REPRESENTATIONS OR AGREEMENTS REGARDING SELLER'S OBLIGATION TO PROVIDE OR COMPLETE ROADS, SEWER, WATER, ELECTRIC OR OTHER UTILITY SERVICES, RECREATIONAL AMENITIES, OR ANY OTHER IMPROVEMENTS TO THE PROPERTY MADE BY SELLER OR RELIED UPON BY PURCHASER WHATSOEVER.
- 10.5 WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD, OR MAY HAVE IN THE FUTURE AGAINST THE SELLER WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES (WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS AGREEMENT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (IV) THE REAL ESTATE TAXES OR

ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, (V) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE PROPERTY, IN REGARD TO ANY PAST, PRESENT, AND FUTURE FEDERAL, STATE, AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (VI) THE PRESENCE ON, IN, UNDER OR NEAR THE PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, RCRA, 42 U.S.C. § 6973 et seq., ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VII) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY.

10.6 PURCHASER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS PARAGRAPH 10 SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE RECORDATION OF THE SPECIAL WARRANTY DEED FOR THE PROPERTY.

11. ASSIGNMENT; SURVIVAL. Purchaser may not assign this Agreement to any party without the express written consent of Seller. This Agreement shall be binding upon the parties hereto and each of their respective heirs, executors, administrators, successors and assigns. The provisions of this Agreement and the obligations of the parties shall survive the execution and delivery of the Special Warranty Deed executed hereunder and shall not be merged therein, except that any representations and warranties of Seller hereunder shall survive Closing for six (6) months
12. ESCROW AGENT. The terms and conditions set forth in this Agreement shall constitute both an agreement between Seller and Purchaser and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. Seller and Purchaser shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise

expressly agreed by mutual consent of Purchaser and Seller. Purchaser and Seller both hereby acknowledge and agree that Escrow Agent shall hold and deliver the Earnest Money Deposit and all other deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both Seller and Purchaser in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both Purchaser and Seller in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

13. EFFECTIVE DATE. This Agreement shall become effective on the date signed by the last of Purchaser and Seller ("Effective Date").

14. MISCELLANEOUS.

14.1 All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three (3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one business (1) day after shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to Purchaser: Park City Fire District
P.O. Box 980010
Park City, Utah 84098-0010
Attention: Fire Chief Paul Hewitt
Email: phewitt@pcfd.org

With a copy to: Jami Brackin
Summit County Attorney's Office
P.O. Box 128
Coalville, UT 84017
Email: jbrackin@summitcounty.org

If to Seller: Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Office of the Mayor
Email: andy@parkcity.org

With a copy to: Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Heinrich Deters
Email: hdeters@parkcity.org

If to Escrow Agent: Park City Title Company
1670 Bonanza Dr. #105
Park City, Utah 84060
Attention: Nari Trotter
Email: nari@parkcitytitle.com

The parties hereto shall be responsible for notifying each other of any change of address.

- 14.2 If any term, covenant, or condition of this Agreement, or the application thereof to any party or circumstance, shall be invalid or unenforceable, the Agreement shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.
- 14.3 It is the intention of the parties hereto that all questions with respect to the construction of this Agreement, and the rights or liabilities of the parties hereunder, shall be determined in accordance with the laws of the State, without regard to conflicts of law rules. Time is hereby declared to be of the essence in the performance of each of Seller's and Purchaser's obligations hereunder.
- 14.4 Any deadline date specified in this Agreement which falls on a Saturday, Sunday or legal holiday (any days other than the foregoing to be considered "business days" for all purposes hereunder) shall be extended to the first regular business day after such deadline date.
- 14.5 This Agreement, together with the Exhibits attached hereto, contains the final and entire agreement between the parties hereto. The recitals set forth in the beginning of this Agreement are incorporated herein as if restated in full. No change or modification of this Agreement, or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision or a waiver of any other provisions hereunder. The terms of this Agreement are mutually agreed to be clear and unambiguous, and shall be considered the workmanship of all of the parties and shall not be construed against the drafting party. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.
- 14.6 Titles to Paragraphs and Subparagraphs are for convenience only, and are not intended to limit or expand the covenants and obligations expressed thereunder.
- 14.7 This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- 14.8 In addition to any other relief to which it may be entitled, the prevailing party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorneys' fees and costs incurred in regard to such dispute or controversy.

- 14.9 For purposes of this Agreement and any document delivered at Closing, all references to Seller's knowledge, including, without limitation, whenever the phrase "to Seller's actual knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual, personal knowledge of Seller's Representative only, and no others, only at the times indicated, without investigation or inquiry, or obligation to make investigation or inquiry, and in no event shall the same include any knowledge imputed to Seller by any other person or entity. "**Seller's Representative**" means and shall be limited to Heinrich Deters, Property, Real Estate, Trails and Open Space Manager.—Neither this Agreement nor a memorandum thereof shall be filed or recorded by Seller or Purchaser.
15. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE SUBSTANTIVE FEDERAL LAWS OF THE UNITED STATES AND THE LAWS OF THE STATE OF UTAH. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.
16. RIGHT OF FIRST REFUSAL
- Seller hereby reserves for the period of fifteen (15) years after the date of Closing a right of first refusal ("Right of First Refusal") as provided herein:
- 16.1. In the event the Purchaser receives an offer to purchase the Property which Purchaser elects to accept, Purchaser shall give written notice to Seller, which notice shall set forth the terms and conditions of the bona fide offer and the party who made the offer (the "3rd Party Offer").
- 16.2. Upon Seller's receipt of the Purchaser's notice of the 3rd Party Offer, the Seller shall thereafter have thirty (30) calendar days to notify Purchaser in writing of the Seller's intent to exercise its Right of First Refusal by offering a purchase price that is equal to the purchase price stated in the 3rd Party Offer.
- 16.3. In the event the Seller does not notify Purchaser within the time period provided in Paragraph 16.2, the Right of First Refusal shall terminate and the Purchaser may proceed to sell the property pursuant to the terms and conditions of the 3rd Party Offer.
- 16.4. In the event Purchaser does not convey the property pursuant to the terms and conditions of the 3rd Party Offer within six (6) months of the termination of the Right of First Refusal, the Right of First Refusal reserved herein shall be reinstated for the balance of the fifteen (15) year period.
- 16.5. In the event the Seller gives notice of its intent to exercise its Right of First Refusal with a purchase price that is equal to a 3rd Party Offer, the Purchaser shall deliver to the Seller notice of its acceptance of the terms and closing on the transaction shall be completed within one-hundred and twenty (120) days of that acceptance.
- 16.6. The Purchaser is under no obligation to accept from Seller a purchase price which

is less than the purchase price stated in the 3rd Party Offer, and Purchaser may reject any offer from the Seller which has terms which are materially different than the offer made by the 3rd Party.

16.7. Seller's reservation of a Right of First Refusal shall expire upon the expiration of fifteen (15) years from the date of recording of the deed from Seller into Purchaser and the Purchaser shall thereafter be under no obligation to provide the notices contained within this section.

16.8. The Right of First Refusal reserved in this section is not transferrable or assignable to any party other than a district or other entity under the control of or created by Seller.

16.9. The noticing required for the Right of First Refusal shall be pursuant to Section 14.1 of this Agreement.

WITNESS, the following signatures:

SELLER:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Attest:

City Recorder

Approved as to Form:

City Attorney's Office

(SIGNATURES FOLLOW ON NEXT PAGE)

PURCHASER:

PARK CITY FIRE DISTRICT, a Utah special
service district

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Deputy Summit County Attorney as
Attorney for Park City Fire District

(SIGNATURES FOLLOW ON NEXT PAGE)

Escrow Agent executes this Agreement for the sole purpose of evidencing its agreement to the matters set forth in Paragraphs 12 hereof.

ESCROW AGENT:

PARK CITY TITLE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Property

Lot 4, Intermountain Healthcare Park City Medical Campus/USSA Headquarters and Training Facility- Fourth Amendment Amending Lot 4, according to the official plat on file in the Summit County Recorder's Office, records of Summit County, Utah, recorded March 14, 2019, Entry number 1107497.

196

EXHIBIT B

Document Deliveries

1. A copy of the approved subdivision plat.
2. All historical information, all studies including soils studies, geotechnical or engineering studies, site analyses, engineers certificates, existing surveys, existing title insurance policies, contracts, leases, licenses, permits, operating agreements and architects certificates prepared in connection with the Property.
3. A copy of the title commitment within fourteen (14) days of Effective Date.
4. Any other information relating to the Property that Purchaser may reasonably request