



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
September 14, 2023**

The Council of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online with options to listen, watch, or participate virtually. [Click here](#) for more information.

CLOSED SESSION - 4:15 p.m.

The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

WORK SESSION

4:45 p.m. - Health Update by Phil Bondurant, Summit County Health Director
[Climate Change Recap & Respiratory Disease Projections - Fall 2023](#)

5:15 p.m. - Break

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Live Park City - Lite Deed Restriction Program Update
[Lite Deed Program Staff Report](#)

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

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from August 22, 2023
[August 22, 2023 Minutes](#)

V. CONSENT AGENDA

1. Request to Approve Corrections to the Recreational General Obligation Bond Authorizing Resolution
[Corrections to the General Obligation Bond Authorizing Resolution Staff Report](#)
[Exhibit A: Corrected Resolution Calling Bond Election - Park City GO Election 2023](#)
2. Request to Approve the City Manager and Public Utilities Director's Execution of an Emergency Construction Agreement with Silver Spur Construction, L.L.C., for the Heber

Avenue Emergency Water Pipe Replacement Project, which Replaces a 8-Inch Water Main and the Associated Pipe Appurtenances, Not to Exceed \$450,000 in a Form Approved by the City Attorney
[Emergency Construction Agreement Staff Report and Contract](#)

VI. OLD BUSINESS

1. Consideration to Approve a Property Lease with PC Tots for a Childcare Facility within the Park City Library in a Form Approved by the City Attorney in an Annual Amount of \$120.00
(A) Public Hearing (B) Action
[Library Childcare Facility Staff Report](#)
2. Consideration to Approve Ordinance 2023-42, an Ordinance Amending Park City Code Section 13-1-25 and Establishing the City's Designated Water Service Area
(A) Public Hearing (B) Action
[Water Service Area Staff Report](#)
[Exhibit A: Proposed Ordinance No 2023-42](#)
[Exhibit B: Park City's Designated Water Service Boundary](#)
[Exhibit C: Areas Outside Park City Potentially Requesting Water Service](#)
3. Consideration to Approve Ordinance 2023-41, an Ordinance Approving an Extension of City Council's September 1, 2022, Approval of Ordinance No. 2022-33, an Ordinance Approving the Sommet Blanc Condominium Plat, Located at 9300 Marsac Avenue, Park City, Utah
(A) Public Hearing (B) Action
[9300 Marsac Extension Staff Report](#)
[Exhibit A: Ordinance No. 2023-41](#)
[Exhibit B: Ordinance No 2022-33](#)
[Exhibit C: Final Action Letter dated 7.9.22](#)
[Exhibit D: Sommet Blanc Plat Extension Request](#)

VII. NEW BUSINESS

1. Consideration to Approve Ordinance 2023-43, an Ordinance Approving the Studio Crossing Plat Amendment, Commercial Lots and Building Pods, Amending Lot 1B, Park City Film Studios First Amended Subdivision, Park City, Utah
(A) Public Hearing (B) Action
[Studio Crossing Plat Amendment Staff Report](#)
[Exhibit A: Ordinance No. 2023-43](#)
[Exhibit B: Ordinance No. 2022-06](#)
[Exhibit C: Applicant's Approved Housing Mitigation Plan](#)
[Exhibit D: Ordinance No. 2022-47](#)
2. Consideration to Approve Ordinance No. 2023-44, an Ordinance Approving the Snow Flower Condominiums Fifth Amended Plat Amending Unit 70 Plat Amendment, Located at 401 Silver King Drive, Unit 70, Park City, Utah
(A) Public Hearing (B) Action
[401 Silver King Drive, Unit 70 Staff Report](#)
[Exhibit A: Draft Ordinance No 2023-44 and Proposed Plat](#)
[Exhibit B: Existing Plat](#)
[Exhibit C: Applicant Narrative](#)
[Exhibit D: Snow Flower Condominium HOA Approval Letter](#)
3. Consideration to Approve Ordinance 2023-45, an Ordinance Approving the Fifth

Amendment to Trail's End at Deer Valley Condo Plat Amendment, Located at 2100 Deer Valley Drive, Park City, Utah.

(A) Public Hearing (B) Action

[2100 Deer Valley Drive Staff Report](#)

[Exhibit A: Draft Ordinance No 2023-45](#)

[Exhibit B: Twelfth Amended and Restated Deer Valley Resort Large Scale Master Planned Development](#)

[Exhibit C: Pine Inn MPD Approval](#)

[Exhibit D: Phase II CUP Staff Report](#)

4. Consideration to Authorize the City Manager to Execute an Agreement with Fix and Finish, in a Form Approved by the City Attorney, Not to Exceed \$187,194 to Replace Nine Heating Ventilation and Air Conditioning Units at the Park City Ice Arena

(A) Public Input (B) Action

[Ice Arena HVAC Replacement Staff Report](#)

5. Request by Summit County to Approve an Interlocal Agreement for Basic 911 Service between Summit County, Park City Fire District, and Park City Municipal in a Form Approved by the City Attorney

(A) Public Input (B) Action

[Basic 911 Service Interlocal Agreement Staff Report](#)

[Exhibit A: Interlocal Agreement - Basic 911 Service](#)

VIII. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**

Council Agenda Item Report

Meeting Date: September 14, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: WORK SESSION

Subject:

4:45 p.m. - Health Update by Phil Bondurant, Summit County Health Director

Suggested Action:

Attachments:

[Climate Change Recap & Respiratory Disease Projections - Fall 2023](#)



summit county health presents



**CLIMATE
CHANGE**

**PUBLIC
HEALTH**

speaker series

4 PANELISTS | 1 FACILITATOR

Darcy Glenn, Research Assistant, Woodwell Climate Research Center

Matt Yost, Associate Professor Plants, Soils, & Climate, USU

Brian McInerney, Senior Hydrologist, National Weather Service (retired)

Ben Abbott, Assistant Professor Ecosystem Ecology, BYU

Dorothy Adams, Salt Lake County Health

EVENT OBJECTIVES

- Learn how climate change is impacting environmental health in Summit County and beyond
- Draw connections between environmental health and human health
- Hear national and local perspectives from climate change research experts

82 PRE-REGISTRATIONS

~55 DAY-OF ATTENDEES

EVENT FOLLOW-UP:

- Segment on KPCW's "This Green Earth"
- Recap email to attendees with resources, follow-up info

SESSION 1 | 5.9.23

ENVIRONMENTAL HEALTH



3 PANELISTS | 1 FACILITATOR

- Jeremy Bekker, PhD candidate, Clinical Psychology, BYU
- Kimberley Shoaf DrPH, Professor, Division of Public Health, U of U Health
- Nataunya Kay, Creative Arts Psych. Prog. Specialist, Huntsman Mental Health
- Alexis Pearl Lee, Director of Environmental and Social Sustainability, U of U Health

EVENT OBJECTIVES

- Identify how climate change is and will continue to impact physical and mental health in the US and in our region
- Understand how current conditions and health disparities impact vulnerability to climate change
- Identify resources for coping with climate grief

32 PRE-REGISTRATIONS

AS OF 8/30/23

CAPACITY: 90

SESSION 2 | 9.19.23

MENTAL + PHYSICAL HEALTH



HOW CAN CLIMATE CHANGE IMPACT OUR PHYSICAL AND MENTAL HEALTH?

Register
here!



summit county health presents

**CLIMATE
CHANGE**

**PUBLIC
HEALTH**

speaker series

SEPT. 19

5:30 – 7:30 PM

National Ability Center's "The Hub"
1000 Ability Way, Park City

Fall 2023 Projections for Seasonal Respiratory Diseases



Disclaimer



Challenges/Limitations

COVID, Flu, RSV do not exist in a vacuum

- The pandemic disrupted Flu & RSV seasonality in ways that we still don't fully understand

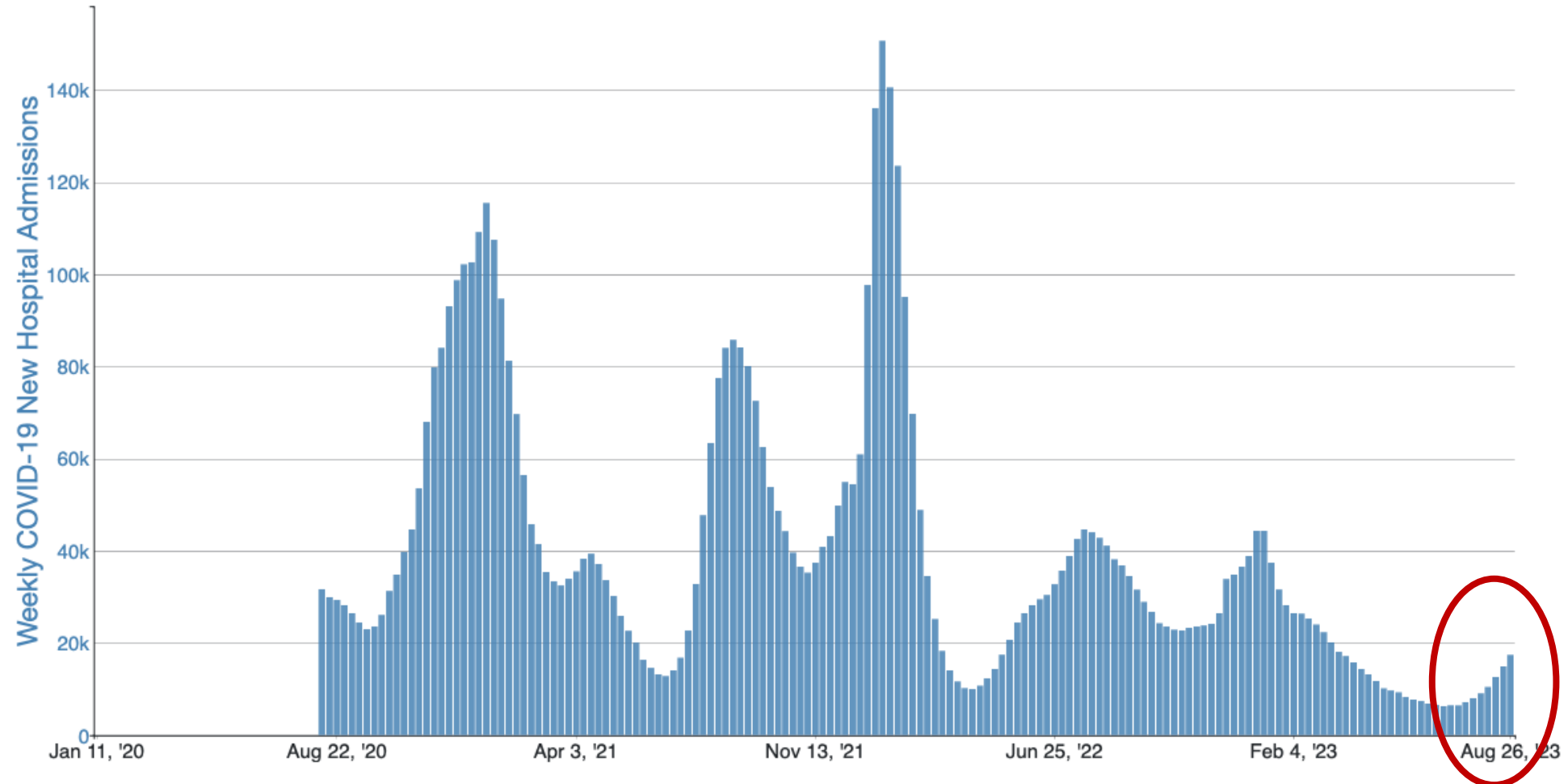
Factors making it difficult to predict with confidence

- New COVID variants
- Decreased COVID testing = unknown case counts
- Uncertain Seasonality
- New RSV vaccine being introduced this year
- *Hopefully* more robust immune systems



COVID-19 U.S. Hospitalizations

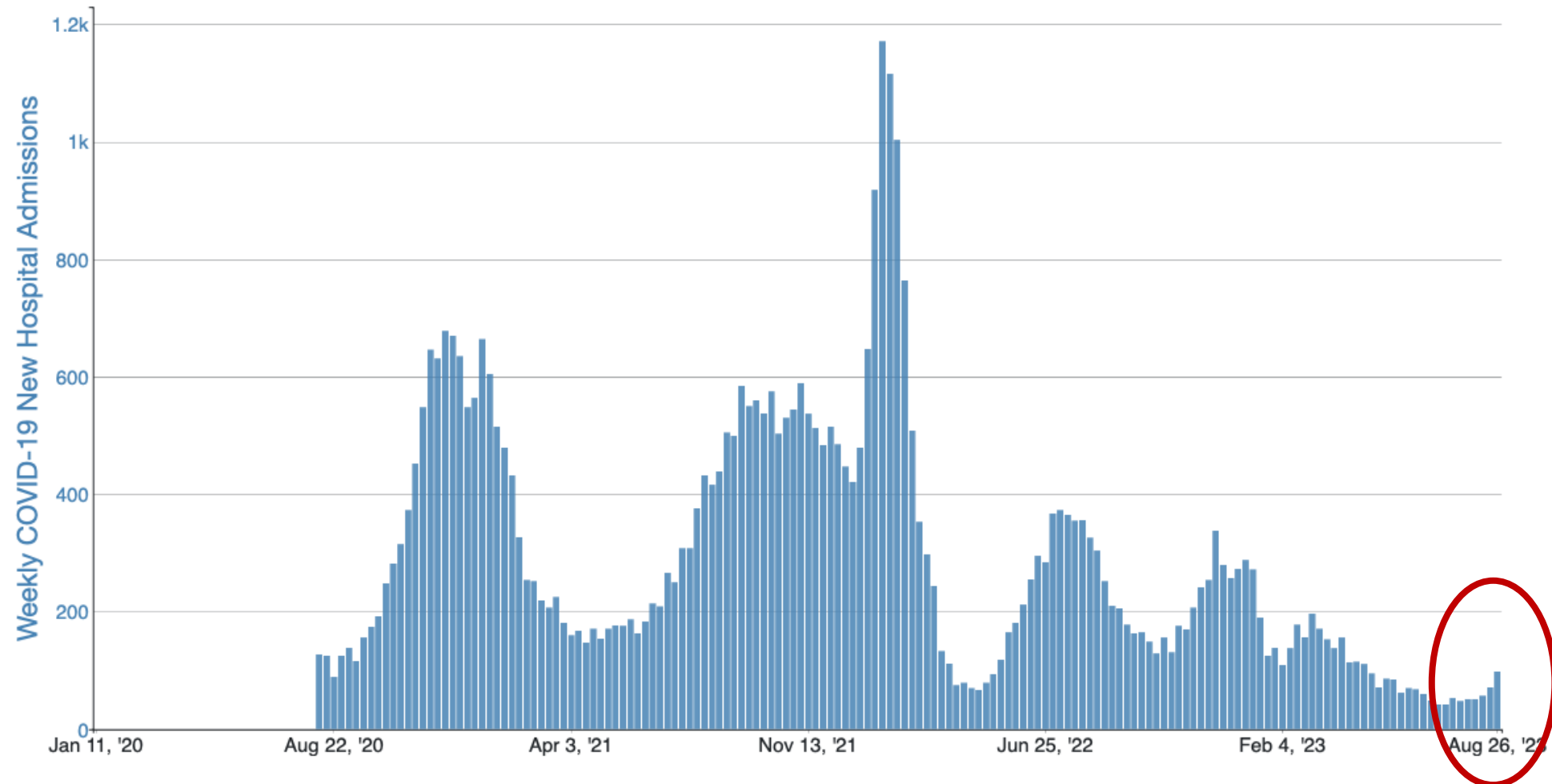
COVID-19 New Hospital Admissions, by Week, in The United States, Reported to CDC



Centers for Disease Control and Prevention. COVID Data Tracker. Atlanta, GA: U.S. Department of Health and Human Services, CDC; 2023, September 05. <https://covid.cdc.gov/covid-data-tracker>

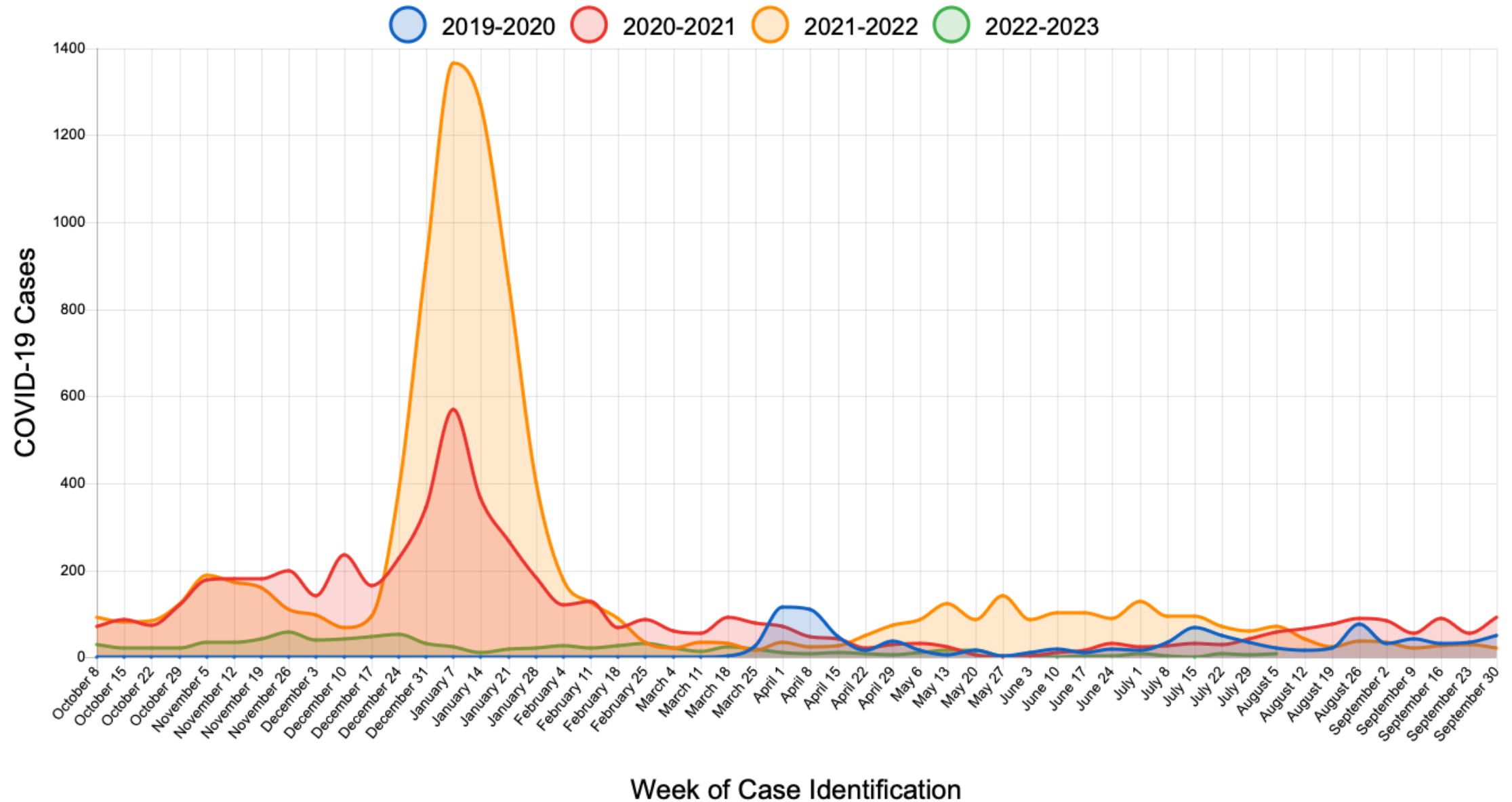
COVID-19 Utah Hospitalizations

COVID-19 New Hospital Admissions, by Week, in Utah, Reported to CDC



Centers for Disease Control and Prevention. COVID Data Tracker. Atlanta, GA: U.S. Department of Health and Human Services, CDC; 2023, September 05. <https://covid.cdc.gov/covid-data-tracker>

COVID-19 Cases by Season (October - September)



Coalville WWTP

Estimated population served: 1,322



Level: Elevated

Trend: Plateau/Indeterminate

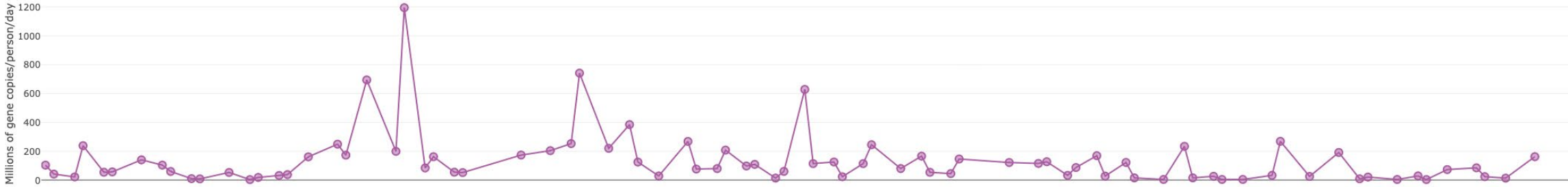
13-day Percent Change: NA%

✓ Past Year Past 60 Days

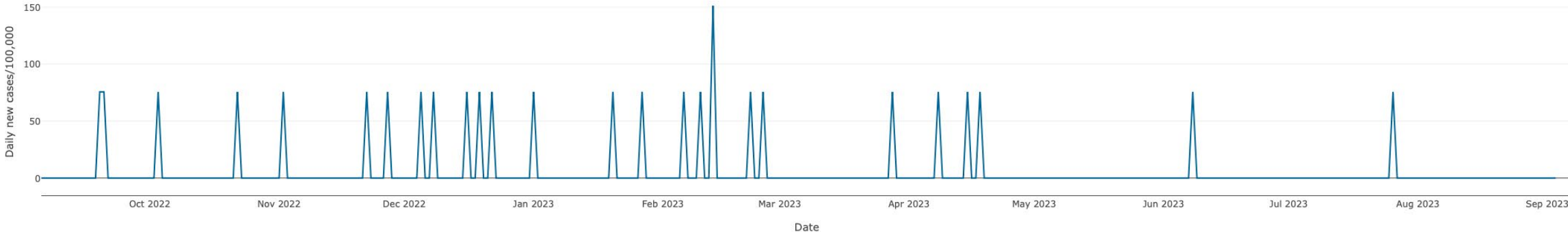
Log Y-Axes



Wastewater Surveillance Data



Daily Case Rate per 100,000



COVID-19 Concentration Level:

- Low
- Watch
- Increasing



East Canyon WRF

Estimated population served: 23,304

Level: Watch

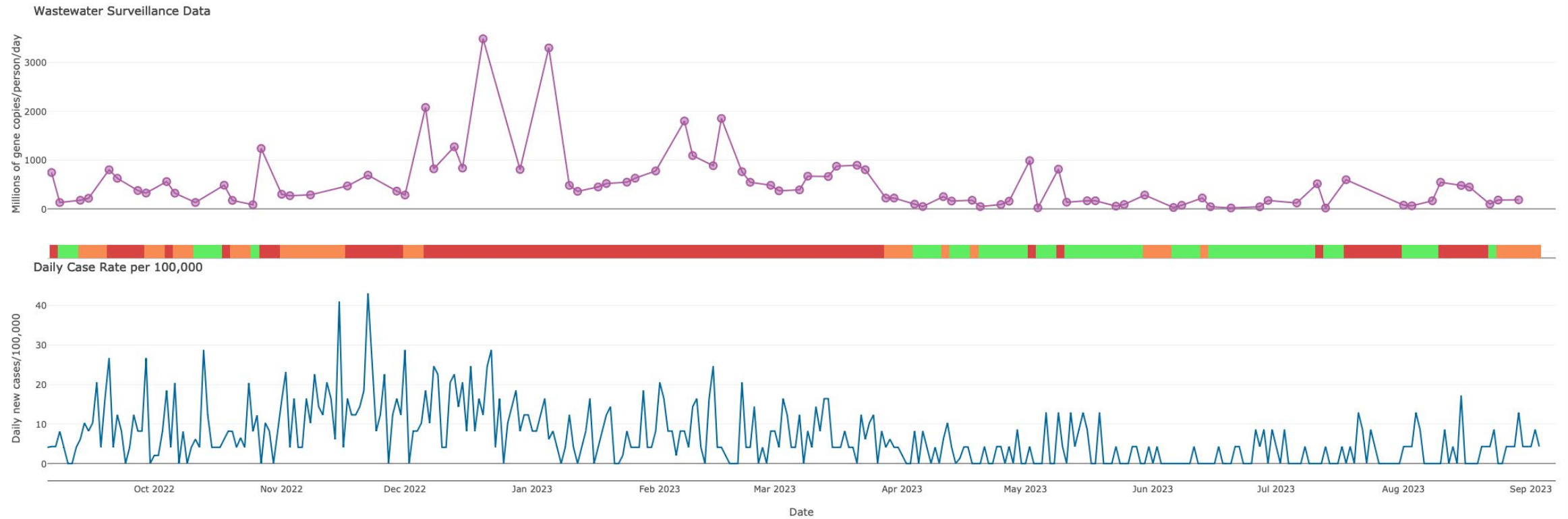
Trend: Plateau/Indeterminate

13-day Percent Change: NA%

✓ Past Year

Past 60 Days

Log Y-Axes ☐



COVID-19 Concentration Level:

-  Low
-  Watch
-  Increasing



Silver Creek WRF

Estimated population served: 6,390

Level: Watch

Trend: Increasing

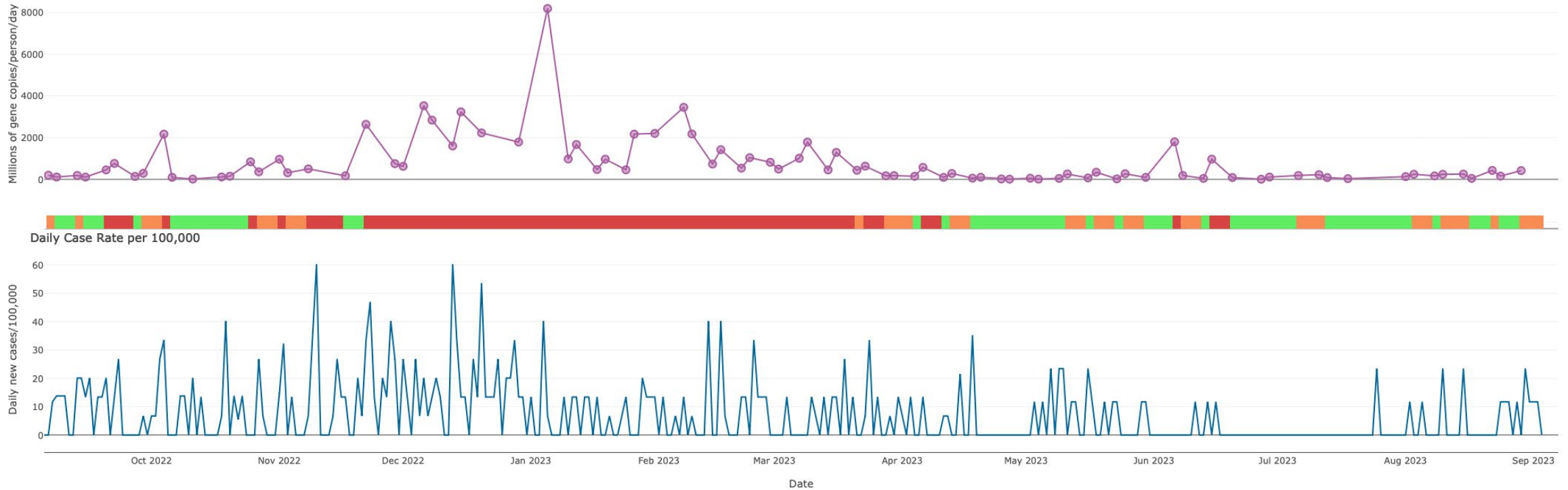
13-day Percent Change: 634.9%

✓ Past Year

Past 60 Days

Log Y-Axes ☐

Wastewater Surveillance Data



COVID-19 Concentration Level:

-  Low
-  Watch
-  Increasing



COVID-19 Variants

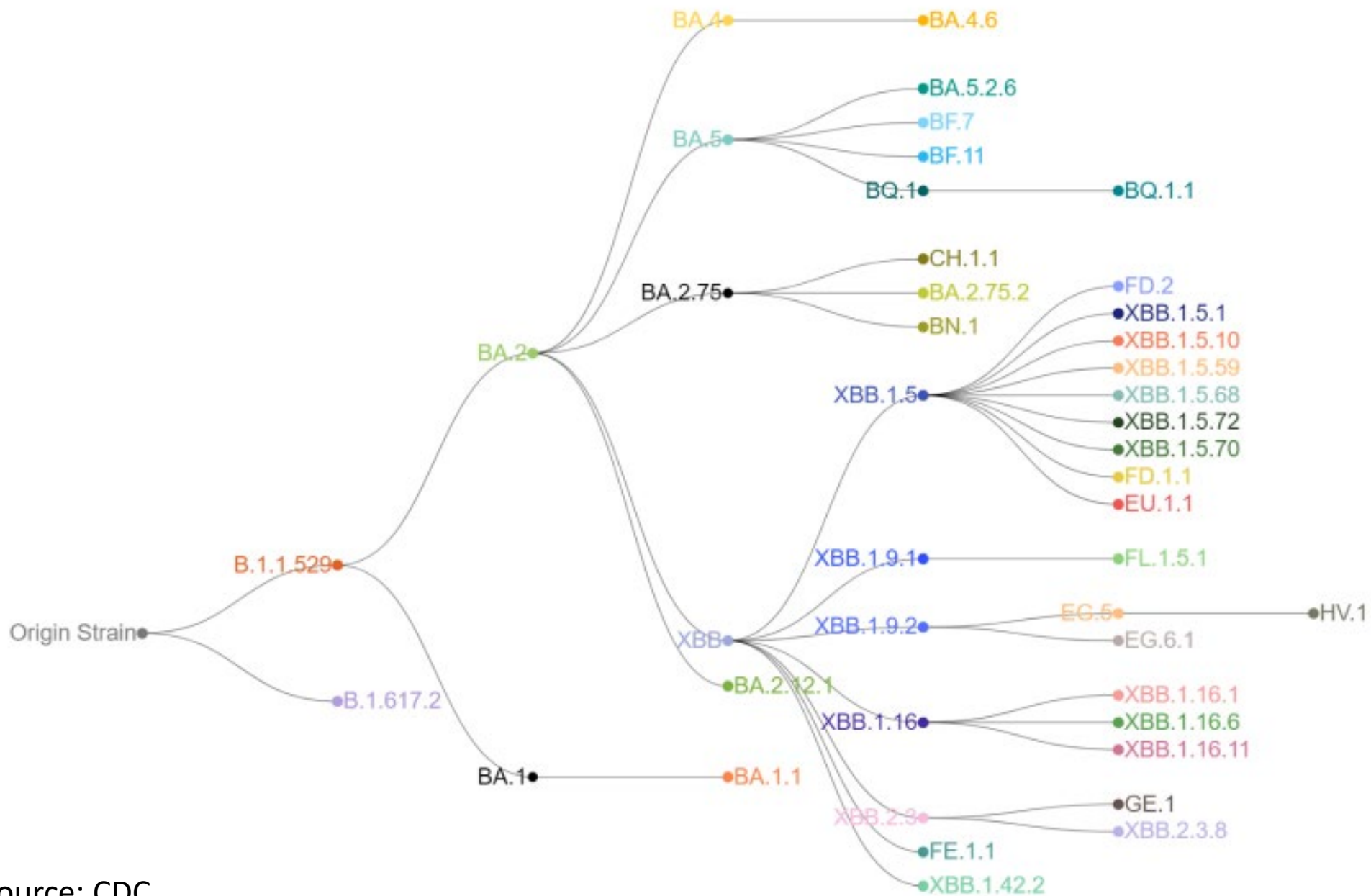
XBB variants are the majority of currently circulating variants

- EG.5 (Eris)
 - Nowcast estimates EG.5 accounts for 21.5% of circulating variants in the U.S.
- FL.1.5.1 (Fornax)
 - Nowcast estimates FL.1.5.1 accounts for 14.5% of circulating variants in the U.S.

BA.2.86 (Pirola)

- New variant under monitoring
- Significant number of genetic differences compared to previous variants
- As of Aug. 30, the variant has been identified in at least 4 states in the U.S. as well as 7 other countries





Source: CDC

Updated COVID-19 Vaccine

The updated monovalent COVID-19 vaccine is tailored to the XBB.1.5 sublineage

- Studies show that vaccine generates an improved response against multiple XBB-related sublineages
- Including EG.5 as well as FL 1.5.1

Timeline & Availability.....

- 10 days – 2 weeks once approved – Goal by October 1st
- We are taking appointments now
- (435) 333-1500



FALL 2023 VACCINES

What are the options?

Who is eligible?

How well do they work?

When should I get it?

COVID-19



Updated vaccine formula targeting XBB – an Omicron subvariant

Options: Moderna and Pfizer (mRNA) and Novavax (protein)

TBD. CDC will decide in mid-to-late September

Last year, the fall COVID-19 vaccine provided 40-60% additional effectiveness against severe disease

For protection against **severe disease**, get it anytime

Protection against **infection**: It's best to get it right before a wave, which can be challenging to time



COVID-19 Projections

COVID-19 is expected to (eventually) adopt a seasonal pattern, similar to other seasonal respiratory viruses

Current data suggest that BA.2.86 is NOT anticipated to be the second coming of Omicron

- Even with less surveillance, experts believe that if BA.2.86 were coming on strong, it would have been apparent

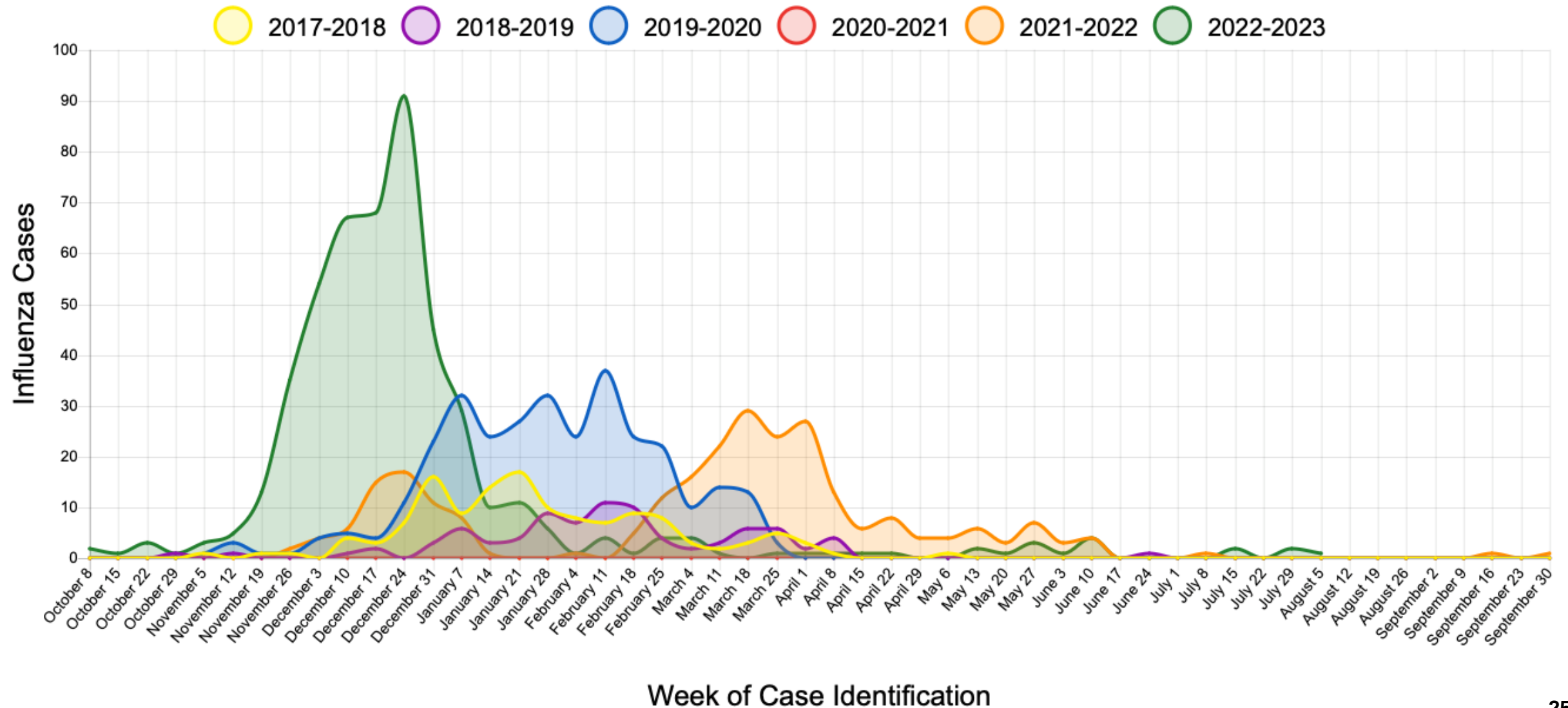


Influenza

Track Ongoing Flu Activity in the Southern Hemisphere

- Does not necessarily predict what will happen in the Northern Hemisphere because different flu viruses may predominate in different parts of the world and immunity may be different between populations
- Flu activity is always challenging to predict, it has been especially unpredictable since the COVID pandemic.

Influenza Cases by Season (October - September)



Influenza Vaccine

Annual Flu vaccination is recommended for all persons aged ≥ 6 months who do not have any contraindications

U.S. 2023-24 season Influenza Vaccine will target:

- Influenza A (H1N1) virus (Updated)
- Influenza A (H3N2) virus
- Influenza B/Victoria lineage virus
- Influenza B/Yamagata lineage virus

Available now, but recommend waiting till October



FALL 2023 VACCINES

What are
the options?

Who is
eligible?

How well do
they work?

When should
I get it?

INFLUENZA



A shot that
targets 4 strains
of seasonal flu

6 months and
older

Typically reduces
the risk of going
to the doctor by
40- 60%

October is ideal,
as vaccine
protection wanes
over a season



Influenza Projections

Last year, the 2022-23 season started earlier than the 2021-22 season, but later than pre-pandemic seasons, suggesting a return toward pre-pandemic seasonality

Evidence suggests that we may experience an “early” flu season, probably more towards late November.

Question remains, is this the new season?



Respiratory Syncytial Virus (RSV)

RSV is a common respiratory virus that usually causes mild, cold-like symptoms. Most people recover in a week or two, but RSV can be serious.

Typical (prepandemic) RSV season in Utah

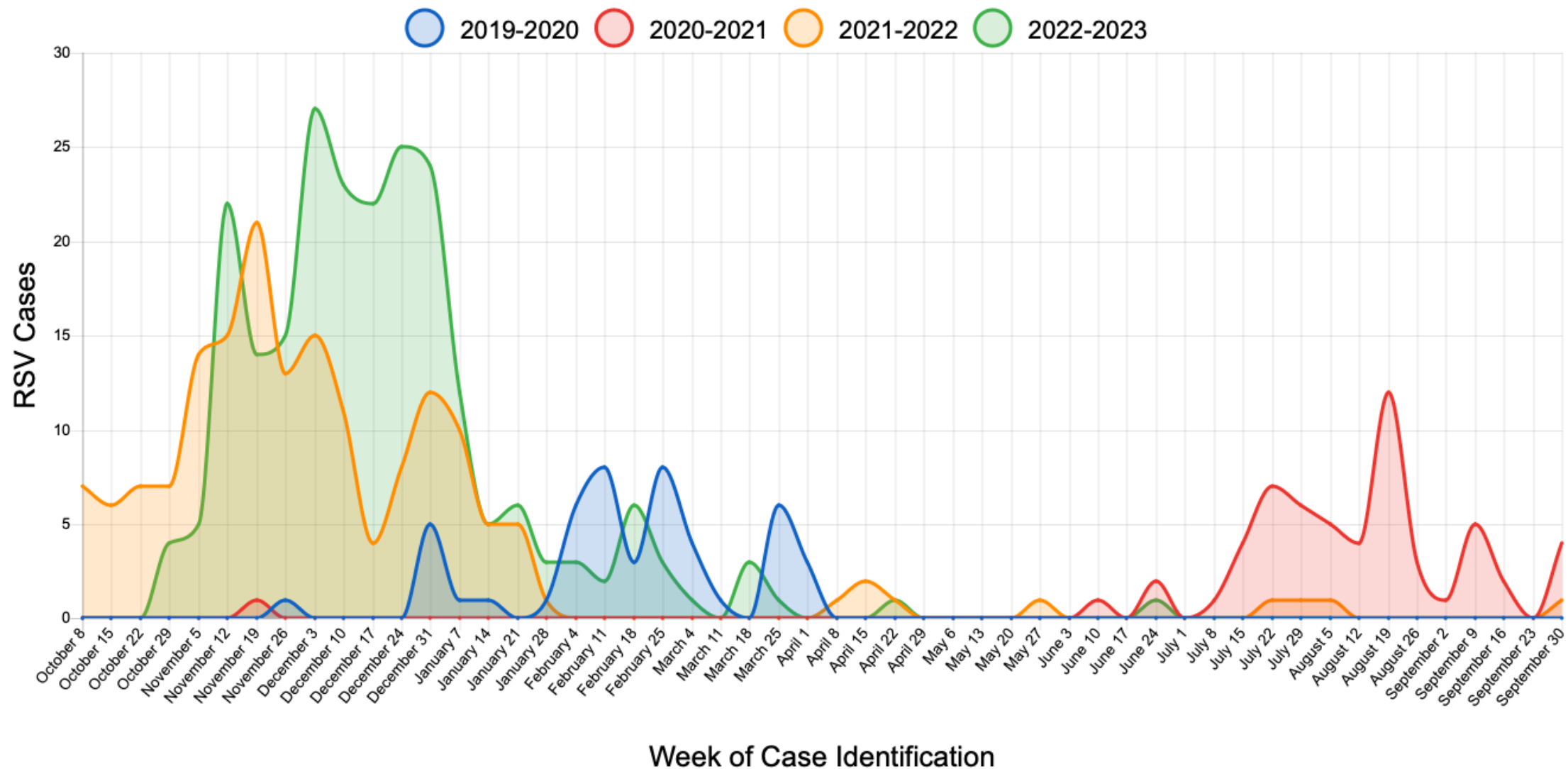
- December to April, peaking in February

Last RSV season (2022-23)

- Early October to early February, peaking in November



Respiratory Syncytial Virus (RSV) Cases by Season (October - September)



RSV Vaccine

First RSV vaccine available this year

- Adults 60+
- Children < 8 months (born during or entering 1st RSV season)
- Children 8-19 months at increased risk (entering their 2nd RSV season)

Expected to be available in the Fall

- Will be available at pharmacies*

* using shared clinical decision-making



FALL 2023 VACCINES

What are the options?

Who is eligible?

How well do they work?

When should I get it?

RSV (OLDER ADULTS)



2 options: GSK and Pfizer. They are slightly different in design, but only at a microscopic level

60 years and older

82-86% efficacy against severe disease

Protection is durable. Get when it's available; no need to juggle timing

RSV (PREGNANCY)



Pfizer is actively seeking approval

Pregnant people (then protection will pass to baby for protection in first 6 months of life).

82% efficacy in preventing hospitalization in first 3 months of life. 69% efficacy after 6 months

It's not available yet but once approved, get at 24 to 36 weeks of pregnancy

RSV ANTIBODY



A new monoclonal antibody by AstraZeneca. This is not a vaccine (doesn't teach the body to make antibodies) but rather a proactive medication (provides antibodies).

All infants <8 months. High-risk infants 8-19 months

Reduces risk of hospitalization and healthcare visits by ~80%

Will be available soon.

Protection lasts 4-6 months



RSV Projections

Close to typical timing expected

- Florida & the Southeast typically kick off the U.S. RSV season early (pre-pandemic start in August)
 - Starting to see increased RSV activity in that area as of Sept. 5

Closer to normal case counts expected

- Intense season last year due to “immunity gap” created by pandemic
 - Should allow for a more mellow RSV season this year
- New vaccine available
 - Hopefully, there will be good uptake of new vaccine



Advice?

- Get vaccinated... or at least consider a vaccine and consult with a medical professional
- Stay home when you're sick
- Prevention is the key to lowering community transmission
- Do what you can, when you can
- Consider the current conditions and weigh them against the amount of risk you are willing to accept
- Be kind



Thank You



Council Agenda Item Report

Meeting Date: September 14, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Information

Agenda Section: WORK SESSION

Subject:

5:15 p.m. - Break

Suggested Action:**Attachments:**

Council Agenda Item Report

Meeting Date: September 14, 2023

Submitted by: Michelle Kellogg

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section: COMMUNICATIONS AND DISCLOSURES FROM
COUNCIL AND STAFF

Subject:

Live Park City - Lite Deed Restriction Program Update

Suggested Action:

Attachments:

[Lite Deed Program Staff Report](#)



City Council Staff Communications Report

Subject: Live Park City – Lite Deed Restriction Program
Author: Browne Sebright, Housing Program Manager
Department: Housing
Date: September 14, 2023

Summary

The [Live Park City](#) – Lite Deed Restriction pilot program was developed in 2021 after a fairly extensive assessment of other resort communities^{1,2}. Formally launched in 2022, the City allocated \$1 million for the pilot program to purchase deed restrictions on existing residential properties to ensure that they will be used as primary residences and to help mitigate the impact of nightly rentals on primary residential neighborhoods. To date, the City has successfully purchased two Lite Deed Restrictions consistent with the policies and program regulations, with two approved applications pending.

Thus far, the average compensation for property owners is about 14.5% of the appraised property value. So far, the City has purchased or committed \$800,000 for Lite Deed Restrictions in the pilot program, demonstrating the qualitative benefits of a lite deed program. For example, the program:

- Enabled two participants to use the funds as a down payment/mortgage assistance to purchase a year-round home otherwise just out of financial reach;
- A year-round local resident to finance structural upgrades so they could remain in their historic home; and
- The preservation of an existing rental unit for long-term workforce housing.

Each participating home is now or will soon be deed-restricted in perpetuity to house community members who work in Park City, people with disabilities who cannot work, or local retirees.

The goals of the Lite Deed Restriction program remain: 1) support full-time residents to remain in their homes; 2) provide down payment assistance for buyers who find market units to be just out of reach; and 3) create an option for current homeowners to reserve their home for long-term Park City residents.

The Housing team views the pilot program as a success because it has achieved its goals. It also demonstrated a first-of-its-kind housing program in Utah that is generating interest in other resort communities, as Park City has a toolset and legal documents to move the program into future phases and additional Utah communities.

¹ April 29, 2021 City Council Staff Communications Report, [Update on Affordable Housing Projects](#)

² July 15, 2021 City Council Meeting Minutes (p. 1-3), [Housing Department Work Plan](#)

The Housing team is prepared to continue the pilot program until allocated funds are exhausted and provide recommendations for how to continue the program into a permanent housing program. However, additional funding sources will likely be necessary to renew or relaunch the program. Current funds for the program were allocated from unrestricted Housing funds, and future allocations will also need to come from unrestricted sources.

Background

The Live Park City – Lite Deed pilot program was modeled after similar programs in Vail, CO ([InDEED](#)) and Breckenridge, CO ([Housing Helps](#)). Other similar programs include Crested Butte, CO ([Good Deed Housing Program](#)), Summit County, CO ([Housing Helps](#)), Truckee, CA ([Truckee Home Access Program](#)), and Sedona, AZ ([Rent Local](#)). Like Park City, these communities have a high percentage of their housing stock used as nightly rentals, second homes, or fractional ownership and are all experiencing a workforce housing crisis.

Accordingly, the Park City Housing Team is in regular contact with these communities in the development and administration of our pilot program.

City Council appointed the Advisory Committee on September 15th, 2023, comprised of five professionals with experience in land use, affordable housing, development, financing, and local lending/banking. The Committee includes John Guilds, Elyse Kats, Bill Pidwell, Ian Poor, and Lisa Wilkinson Evans. Councilmember Ryan Dickey is the Council liaison to the Advisory Committee.

Also, the Housing Team continues to engage its two Housing Council liaisons prior to completing a Deed Restriction to ensure adequate coordination and checks and balances. For example, the City's final Deed Restriction template was shared as a Staff Communication at the October 27th, 2023, City Council meeting.

The Housing Team, with assistance from the Community Engagement Team, has heavily marketed the program using the City Brief, the City Newsletter, KPCW, Town Lift, two open houses at the Park City Library (November 14 and 15, 2022), and meeting with the Park City Board of Realtors.

Economic Context

The pilot program was developed beginning in 2021 and launched in late 2022. For most of that period, the 30-Year Fixed Rate Mortgage Average in the United States was between 2.65% (January 2021) and 3.55% (February 2022).³ Starting on March 16, 2022, the Federal Reserve aggressively raised interest rates to combat inflation. When the program was launched in November 2022, the 30-Year Fixed Rate Mortgage Average was 7.08%. By the end of the year, home sales in Utah saw a 44.9% drop in

³ Federal Reserve Bank of St. Louis, [30-Year Fixed Rate Mortgage Average in the United States](#)

volume between December 2021 and December 2022.⁴ In Summit County, the drop in home sales volume was approximately 50.3%.

One of the program's primary goals was to provide down payment assistance for buyers who find market units out of reach. The downturn in home sales volumes greatly restricted participation from this portion of potential participants.

Program Administration

To participate in the Lite Deed Restriction Program, an applicant needs to submit an [Application](#) to the Park City Housing team. The applicant must submit information about the property, including any appraisal or title report available, and request compensation.

Once received, the Housing Program manager reviews the application for general compliance with the [program guidelines](#). The application is then submitted to the [Deed Restriction Advisory Committee](#), which reviews the application and recommends whether to make an offer to purchase a deed restriction and the recommended amount for compensation. Pursuant to the [enabling resolution](#), requests for compensation of \$200,000 or less can be approved by the City Manager upon a positive recommendation by the Advisory Committee, which has occurred for all four approved applications. The City Council must approve requests for more than \$200,000.

If the applicant and City reach a mutually agreeable purchase price, the City drafts documents to enable a straw transfer and recordation of the deed restriction and facilitates the transaction via a title company.

Application Review

The program has received 12 applications, representing 11 unique properties between November 2022 and June 2023. One applicant submitted a second application for the same property after the first was recommended for denial. The following statistics describe the type of properties that applied:

- Property types:
 - 5 condominium units
 - 6 detached single-family homes
 - 2 Landmark Historic sites
- Total amount of compensation requested: \$2.23 million
- Average appraised property value: \$1.41 million
- Average percent compensation requested: 17.5%
- 10 had rights to nightly rentals, second homes, or fractional ownership
- Median unit size: 2 bedrooms, 1.5 bathrooms, 2 parking spaces, 920 SF

⁴ Utah Association of REALTORS, [Local Market Updates by County December 2022](#)

The Advisory Committee reviewed the applications at four meetings (November & December 2022 and April & June 2023). The Committee prioritized applications by considering whether the property allowed for nightly rentals and whether the requested compensation exceeded the guidelines to be within 10-20% of the property value.

Pursuant to the program's enabling ordinance ([Resolution 08-2022](#)), each property must demonstrate a quantifiable return on investment based on appraisals and show that the market value of the deed restriction is comparable in value to other existing deed restrictions within the community demonstrated by an appraisal. The Housing Team worked with Mountain Appraisal Services to appraise each of the properties recommended for offers.

Advisory Committee Offers

Over the course of their review, the Advisory Committee recommended that offers be made on 9 applications and recommended denial to the other 3 applications. Of the 9 offers made, 4 applicants accepted them, and 5 declined.

When offers were made to applicants, the Housing team met with each property owner who had questions and explained the provisions and requirements of the deed restrictions, as well as both City Council Housing Liaisons.

Response from Applicants

Of the 9 offer letters, 4 applicants accepted or negotiated with the Advisory Committee and ultimately accepted. The remaining applications declined or withdrew after considering the offer amount and their evaluation of the limitations that the deed restriction would impose.

While all the applicants stated that they supported prohibiting nightly rentals and second homeownership of their properties, they were concerned that parts of the program were too restrictive or of tax implications for the deed restriction purchase. Specifically, some applicants stated that the local employment requirement, where a qualified resident must have a job within Park City Municipal limits, was more restrictive than they had anticipated. Other applicants were concerned about a potential loss in property value and the compensation was not enough to recuperate the lost value.

Summary of Approved Applications

The 4 approved applications were for various property types. The following statistics describe the type of properties that were funded:

- Property types:
 - 1 condominium unit
 - 3 detached single family homes
 - 2 Landmark Historic sites

- Total amount of compensation requested: \$840,000
 - Total amount of compensation authorized: \$800,000
- Average estimated property value: \$1.26 million
 - Average actual appraised property value: \$1.39 million
- Average percent compensation requested: 15.2%
 - Average percent compensation authorized: 14.5%.
- All properties had rights to nightly rentals, second homes, or fractional ownership
- Median unit size: 2.5 bedrooms, 1.8 bathrooms, 2 parking spaces, 1,210 SF

On average, the approved offers were \$10,000 less than requested. The average compensation amount was \$200,000. Two of the properties that accepted offers are listed as Landmark Sites on Park City's [Historic Sites Inventory](#).

Feedback From Program Participants

The Housing team circulated a survey to program participants to evaluate their motivations for participating in their program and their decision-making in either accepting or declining their offers. Four of the program participants responded.

When asked why they decided to apply, respondents said that they believed in the values of the program to help neighborhoods remain neighborhoods, to make their neighborhoods suitable for local families and long-term renters, and to prevent more nightly rentals from entering their neighborhood. They also stated that they wanted to help mitigate the loss of neighborhood and community feel due to nightly rentals and to further community vibrancy.

When asked why participants accepted their offer, respondents stated that they thought the amount offered was a good value and/or that it allowed them to improve their historic home.

When asked why participants declined, respondents stated that they felt that the scope and restrictions of the program were greater than they had initially anticipated. Most participants understood the program to encourage neighborhood vibrancy by prohibiting nightly rentals and second home ownership but did not anticipate that the local employment requirement to those working in 84060. Respondents also stated that they felt the compensation needed to be more proportionate to the loss in property value if short-term rentals were prohibited.

Participants who declined were also asked what they would want to see changed if they were to consider participating in the future. Some requested that they be offered more money in exchange for a deed restriction. Some asked that the intent and restrictions of the program were more clearly described at the outset. Participants also stated they preferred that the program be less restrictive regarding where qualified residents are required to work, given that there are nearby employment centers (e.g., Canyons Village and Kimball Junction) where tenants or owners may find future employment.

Deed Restriction Advisory Committee Recommendation

The Advisory Committee met on March 8, 2023, to provide feedback on the pilot program. Committee members express surprise that the employment restriction was an issue since one of the program's goals was to reserve homes for long-term Park City residents. Some committee members saw how this requirement would shrink the pool of potential participants, while others saw this as a necessary restriction to ensure that the housing stock prioritized local workers first and PCMC gained enough value. Programs in Vail and Breckenridge use county boundaries for geographic employment restrictions.

Committee members also noted that this program might be useful at a larger scale, such as the county level. This might be like the arrangement in Summit County, CO, where programs exist at the town and County levels, work in coordination, and can split the cost of purchasing deed restrictions in certain areas.

The Committee noted that the tax implications for the deed restriction purchase might need to be clarified. However, pursuant to the protocol established by peer communities with similar programs and the City Attorney's Office, the City is careful not to provide tax advice to program participants. We recommend that applicants discuss the tax implications with a tax professional.

Generally, the Advisory Committee felt that the pilot program demonstrated demand for the program, given that the program was initially oversubscribed and considering the economic environment at launch. There was general agreement that it may be worth reevaluating the deed restriction's geographic work requirements, including expanding them to the Park City School District boundaries, consistent with the City's affordable deed restrictions.

The Advisory Committee recommended that, at a minimum, the pilot program continue until the allotted funds have been exhausted. They recommended that funds be released on a biannual cycle so that they would have the chance to review several applications at a time, allowing them to make comparisons. The Committee appreciated having a basic scoring rubric to evaluate applications but said that until the program gains further traction, it may need to wait to develop a system for prioritizing applications based on property attributes.

Feedback From Peer Programs

The Housing team reached out to Vail, Summit County, and Breckenridge, CO, throughout the administration of the pilot program. Both Vail and Summit County explained that the first year of their programs was similar to what Park City experienced—it took some time for participants to understand the requirements of the program and whether it would be a good fit for them and to fine-tune the administration of the program. However, they stated that in the subsequent 2-3 years, demand had taken off once the first few properties had demonstrated how to participate in the

program. Vail currently makes an annual contribution of \$3 million to their lite deed program, and Summit County makes an annual contribution of \$2.5 million.

Options and Next Steps

At the time of writing, the Housing team has finalized or is nearing finalization of three lite deed restriction purchases. A fourth application has been approved for funding, but is awaiting action by the applicant.

Following additional disbursements, the remaining balance of the original \$1 million is anticipated to be approximately \$194,000. The Housing team continues to field inquiries from people looking to participate in the program. Funding is not currently allocated for the program after the pilot program, and if Council wants to continue the program, funds will have to be identified through the annual budget process. Affordable housing funds could be allocated or the program could compete for new funding against other City projects.

We plan to return to Council in the coming months to consider one or more of the following options for the future of the Lite Deed Restriction program and in coordination with the Advisory Committee and City Council Housing Liaisons:

1. Renew the program as a regular City program and identify a long-term funding source in the 2023-2024 budget cycle.
2. Continue administering the pilot program until allocated funds are exhausted.
3. Explore relaunch the program in partnership with Summit County and/or other partners to expand the reach and impact beyond City limits.
4. Modify the program to expand geographic work requirements to Park City School District boundaries or other limits.
5. Move to a biannual application cycle
6. Complete the pilot program without renewing it as a regular City program.

Department Review

The Housing Team, City Attorney's Office, and Executive Department have reviewed this report.

Council Agenda Item Report

Meeting Date: September 14, 2023

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section: CONSIDERATION OF MINUTES

Subject:

Consideration to Approve the City Council Meeting Minutes from August 22, 2023

Suggested Action:

Attachments:

[August 22, 2023 Minutes](#)



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

August 22, 2023

The Council of Park City, Summit County, Utah, met in open meeting on August 22, 2023, at 2:45 p.m. in the City Council Chambers.

Council Member Doilney moved to close the meeting to discuss advice of counsel and property at 2:45 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

CLOSED SESSION

Council Member Doilney moved to adjourn from Closed Meeting at 3:00 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

STUDY SESSION

Joint City Council and Summit County Council Roundtable with U.S. Representative John Curtis

Mayor Worel introduced Representative Curtis and noted his accomplishments in Washington D.C. Representative Curtis discussed climate issues and stated Congress was more aligned with climate issues than the media reported. He spent a lot of time working on natural resources.

Mayor Worel explained there were challenges with water due to the mining history of the area, but the City had constructed a new water treatment plant. She heard debates on who was responsible for the cleanup of polyfluoroalkyl substances (PFAS), and asked if it was government or business. Representative Curtis stated PFAS was discussed in his committee and there were thousands of types. That made it difficult to do a blanket ban. He noted not all forms of PFAS had been proven harmful, but he would keep them posted on updates.

1 Council Member Dickey stated he was impressed that Representative Curtis was vocal
2 on climate issues. He felt Congress was broken, with extremes in both parties. He
3 asked for Representative Curtis' perception on this. Representative Curtis admitted
4 there was dysfunction, but there was also a lot of good. He explained suspension votes
5 to fast-track bills and stated it took two thirds of Congress to pass those bills. Eighty
6 percent of the bills that went through Congress were suspension bills and most passed.

7
8 Summit County Council Member Hanson stated she spoke with Representative Curtis
9 about childcare and asked if inroads had been made on this issue. Representative
10 Curtis stated there were bills that dealt with eliminating some of the regulations, helping
11 faith-based organizations to offer childcare, allowing more in-home childcare providers,
12 and dealing with conditions in the workplace that would allow childcare.

13
14 Council Member Gerber expressed concern for the childcare regulations and she
15 thought costs could be reduced if it was deregulated. She stated it was necessary to
16 have high quality programs for early childhood education. The COVID grants helped
17 stabilize the economy and now it was being taken away. She thought federal funding for
18 childcare was important to enable parents to get children into quality programs.
19 Representative Curtis stated less regulation didn't mean no regulation, but some
20 regulation was necessary.

21
22 Council Member Doilney stated there was a debate and conflict over aquifers on the
23 border of southern Utah and Nevada. He asked if there was an update on that issue
24 and if other states dealt with similar issues. He indicated he wanted Utah to take care of
25 its communities. Representative Curtis stated Colorado Water Users announced an
26 agreement several months ago and noted people needed to be careful not to villainize
27 groups such as agriculture. Agriculture groups were needed to help the situation.
28 Council Member Doilney thought Utah was successful with the Great Salt Lake and
29 changing behaviors with the agricultural groups.

30
31 Summit County Chair Armstrong stated wildfires were a threat to the community.
32 Congressman Moore helped obtain federal funding to fight wildfires in Weber Canyon.
33 He asked Representative Curtis to help smaller communities access federal funding,
34 and also to look at watershed mitigation efforts. He also discussed the transit needs of
35 the county and the federal grants that helped accomplish that project. Representative
36 Curtis stated he would host a Conservative Climate Summit on September 8 and the
37 presenters could meet with this group to discuss the wildfire issues facing Utah.

38
39 Summit County Council Member Robinson stated the Summit County Public Lands and
40 Open Space Manager was working on the watershed resilience issue with other entities
41 and he invited Representative Curtis to take a tour of the area.

42
43 Summit County Council Member Stevens thanked Representative Curtis for his support
44 on land acquisitions and transit grant applications. She asked how local government

1 could engage with the federal government to get things done. Representative Curtis
2 stated Provo worked on clean air and they built a website listing groups and people and
3 their associated responsibilities. He thought people were more effective when they were
4 given a list with their responsibilities.

5
6 Council Member Gerber indicated another big issue that needed collaboration was
7 affordable housing. This community was not affordable, and that created traffic issues.
8 Efforts had been made to increase affordable housing. The City collaborated with the
9 county and some nonprofit organizations, but there was not a lot of funding coming in to
10 help with that issue. Representative Curtis stated housing authorities were experts at
11 finding funding sources. There were not a lot of new funding sources but there were
12 many current funding sources for affordable housing.

13
14 Summit County Council Member Robinson asked what the City and County should be
15 looking to Representative Curtis for, such as the war in Ukraine and economic issues.
16 Representative Curtis stated inflation and the supply chain were issues that were being
17 discussed nationally. Inflation impacted transit, childcare and everything else. These
18 were serious problems the country was facing and solutions were not forthcoming.

19
20 Representative Curtis ended the session expressing gratitude for the United States and
21 noted the worst day for the U.S. was still better than the best day for many other
22 countries.

23 24 **WORK SESSION**

25 26 **Discuss the Childcare Working Group's Childcare Stipend Program**

27 **Recommendations:**

28 Michelle Downard, Resident Advocate, proposed two phases of childcare support:
29 Phase One was emergency needs-based scholarships and Phase Two was childcare
30 industry support. She reviewed a working group was formed to establish a way to utilize
31 the \$1 million in funding provided by the City. The funds would be allocated on a first
32 come first served basis and funds would be given directly to the childcare provider. She
33 displayed a proposed program and reviewed the program criteria.

34
35 Downard stated the focus of Phase Two would be to build capacity and noted an early
36 childcare provider RFP had been issued and a lease agreement would come to Council
37 soon. Jed Briggs, Budget Manager, stated an RFP would be issued to administer the
38 program, but he wanted to be clear on what Council and the committee were looking for.

39
40 Mayor Worel stated she was pleased to see the outline and thought it was critical to set
41 criteria to determine the success of the program as they moved forward. Council
42 Member Gerber stated the goal was not to lose capacity (childcare facilities shutting
43 down). She thought it would be difficult to know success.

1 Council Member Toly stated there were at least 32 City employees who had a childcare
2 need and \$100,000 was allotted to that group for childcare. She asked how that amount
3 would be divided up. Sarah Mangano, Human Resources Manager, stated a survey was
4 distributed and 34 employees had responded. She was following up with them for more
5 information. Council Member Toly asked what the timeline was to establish a taskforce
6 for building capacity, to which Mayor Worel stated within a month.

7
8 Council Member Gerber asked if the Park City funds should go to childcare centers in
9 different counties since it was meant to help local childcare centers. Council Member
10 Toly thought it was an employee benefit and it would help employee retention. Council
11 Member Doilney stated more money should be allocated for childcare and he wanted to
12 build a fund for employees and the community. Childcare for City employees should be
13 a benefit and more funds should be allocated for the community. Council Member
14 Dickey indicated the funds were allocated to stabilize the local community. He
15 suggested the funding could go out of the county for now and then it could be reviewed
16 in the future.

17
18 Council Member Rubell supported childcare as an employee benefit. He indicated a
19 basis of the scholarship was that applicants had to exhaust the requirements for the
20 Division of Workforce Services (DWS) subsidy first. Council Member Dickey also asked
21 for clarification on the navigator as well. Council Member Gerber stated if families
22 qualified for DWS they would get that money first and then the City would subsidize any
23 remaining funds to get the family to the 10% income cap. She stated the workgroup
24 discussed how the navigator money would be used and there was consensus that a
25 better incentive for childcare centers to accept children using the DWS program was to
26 change the incentive from a \$500 one-time payment per child to a \$300 monthly
27 payment per child.

28
29 Council Member Dickey asked if the reason DWS utilization was low was due to
30 childcare centers not taking it, or if it was due to a lack of understanding on how to
31 access the funds. Kristen Schultz, Early Childcare Alliance Director, stated it was both.
32 There was not a lot of marketing for the program so the majority of families didn't know
33 the program was available. The income limits were a barrier as well as finding providers
34 that accepted the program.

35
36 Council Member Rubell asked if the DWS requirement was a firm requirement, to which
37 Council Member Gerber affirmed and indicated if a family's income qualified them for
38 DWS, they were required to apply for those funds and use them before receiving funds
39 from the City. Council Member Doilney thought that requirement looked good on paper,
40 but it was cumbersome on those families. Council Member Gerber stated PC Tots
41 already implemented that requirement this year. Schultz stated the administrator
42 needed to assess presumptive eligibility and if they determined eligibility, the family
43 would receive a scholarship upfront as they navigated through the DWS application
44 process. Council Member Toly asked if there could be training for families on certain

1 days to help them navigate the application process. Schultz thought that was a good
2 idea.

3
4 Mayor Worel indicated qualifying eligible people was a sensitive process, and she
5 praised the workgroup for wanting to outsource it. Council Member Rubell had
6 questions on the 10% of household income and the area median income (AMI). Council
7 Member Gerber referred to different cities' childcare program requirements, and stated
8 the City wanted to keep implementation simple and then get feedback. There was a
9 discussion on moving the scholarship to 120% AMI. Council Member Rubell thought the
10 City was on the low end of the subsidies compared to other cities. He wanted to get the
11 numbers right the first time. He indicated the desired outcome was to help the most at-
12 risk workforce and he thought the focus might have changed from the outcome goal. He
13 also asked if the administration fee would come out of the \$1 million. Mayor Worel
14 related the Park City Community Foundation would fund the administrative position for
15 two years. Council Member Rubell indicated he was more comfortable with the position
16 coming out of the \$1 million. He didn't want to increase the funding before
17 understanding what was being delivered.

18
19 Mayor Worel asked if Park City employee scholarships should come from the \$1 million
20 allocation or from a separate fund. Council Member Gerber favored using a separate
21 fund for employees. She would also be okay if the money was used in the City or
22 county. Council Member Toly favored a separate fund because she wanted it to be a
23 continuous benefit. Council Member Rubell agreed it should be a permanent benefit and
24 it should be part of a budget amendment or part of next year's budget. Until the budget
25 adjustment, it should come from the \$1 million. Council Member Doilney agreed and
26 indicated the money was to make up a shortfall, whether for a City employee benefit or
27 community benefit, and he wanted to see the program grow. Briggs stated \$1 million
28 was budgeted for childcare. If Council wanted to go above that, a budget amendment
29 would need to be made. Council Member Doilney was fine leaving it in the allocated
30 funds and then putting it in the budget for next year. Council Member Dickey wanted to
31 track the allocations to ensure childcare was stabilized. He also supported making this
32 an employee benefit. It was indicated the Council wanted to include City employee
33 childcare in the \$1 million funds.

34
35 Council Member Gerber asked if the AMI should apply to City staff. Council Member
36 Dickey stated the higher the AMI, the less subsidy that would be received. Downard
37 gave scenarios to help understand the scholarship allocation. After some discussion on
38 administering employee AMI, Matt Dias, City Manager, indicated staff would come back
39 to Council after more information had been gathered from affected employees. Council
40 Member Gerber didn't think it was fair to treat employees differently than the community
41 if it was coming from the same funds. Council Member Doilney thought a budget
42 amendment would be in order if that was the case, but more information was needed.

Mayor Worel asked Council to review and comment on the program criteria. Council Member Gerber proposed two levels of AMI: household incomes less than 100% AMI would get childcare scholarship funds for expenses in excess of 10% of household income. Households up to 120% AMI would get childcare scholarship funds for expenses in excess of 12% of household income.

Council Member Toly wanted those under 100% AMI to receive scholarships first. Schultz stated they had an estimate of those in need. She wouldn't know how many would apply until after they opened the program. Council Member Toly asked if they could start at 100% AMI and then increase AMI as time went on. Dias stated those inquiries could be made during the monthly audits. Council Member Toly was good with the criteria proposal.

Council Member Doilney favored expanding the criteria and program to make it robust. Council Member Dickey stated there was a fixed amount of funds and the goal was to help those most in need. He was fine deferring to the administrator on the AMI. Council Member Rubell agreed with Council Member Dickey but indicated this was analyzed a lot and now at the last minute they wanted to raise it more. He thought it was a good starting point and very generous.

Mayor Worel asked if Council agreed to hire an administrator to which Council affirmed. Dias asked if Council wanted the administrator to have flexibility with regard to AMI. Council Member Dickey supported starting out with 10% with some discretion to expand if needed. Council Member Gerber wanted to start at 120% AMI and 12% income and then refine it as time went on since federal money would expire this year. Council Member Rubell agreed with Council Member Dickey. Council Member Toly agreed to have the administrator determine the AMI up to 120%. Council Member Doilney agreed with Council Member Dickey to have the administrator determine AMI up to 120%. Dias confirmed Council favored starting at 100% AMI and 10% income with the administrator raising it at a later time. Downard asked when the administrator would have the flexibility and suggested an increase to 120% AMI after the first bi-monthly audit if the \$100,000 threshold hadn't been reached. Council Member Dickey stated the administrator should have the flexibility to raise it at any time. Council agreed with Council Member Dickey's proposal.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel Council Member Ryan Dickey Council Member Max Doilney Council Member Becca Gerber	Present

Council Member Jeremy Rubell via Zoom Council Member Tana Toly Matt Dias, City Manager Margaret Plane, City Attorney Michelle Kellogg, City Recorder	
None	Excused

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Council Member Gerber asked for people to be safe since children had started school. Council Member Toly indicated Park City's history was reflected in current events. She read some excerpts from 1969.

Council Member Rubell stated a business owner requested to activate a corner restaurant during Sundance but there were vibrancy issues. He asked if Council favored discussing this issue. Council Member Gerber felt the City had a good vibrancy code. Council Member Rubell wanted to look at the ordinance to see the intent of businesses who operated year-round. The intent of the ordinance was not to have pop ups for events. He thought permanency was a different issue. Council Member Toly favored discussing it. Council Member Doilney preferred to look at it after the Sundance Film Festival next February with the new Council members. He thought the current vibrancy ordinance worked well. Council Member Rubell noted this business was under new ownership. Council Member Dickey favored discussing the ordinance but did not want to create an exception to the ordinance. Council Member Gerber suggested bringing back the stakeholders who helped draft the current vibrancy ordinance when this item was brought back to Council.

Jen McGrath, Deputy City Manager, asked for clarification on what staff should bring back for this discussion and when they wanted it to come back. Council Member Gerber asked to include the Historic Park City Alliance (HPCA) and some of the commercial business owners to see if they had concerns with the ordinance. Council Member Rubell stated the Planning Department was aware of the issue. McGrath thought the vibrancy issue could be the focus of the discussion. Council Member Rubell stated it should be around the ability to use the space. Vibrancy required using the space for a certain amount of time. If that was not an option, he asked if a bond could be put up or he was open to other suggested solutions. Council Member Gerber stated there was no need to rush because there were exceptions for new businesses. She suggested bringing this back as a staff communication report. Council Member Dickey asked to bring back the ordinance by the end of the year. Council Member Rubell stated this was an anti-vibrancy ordinance. It was about getting a business in there this year. If the entire ordinance was too much, he wanted to at least address the vibrancy part.

Staff Communications Reports

1. Community Engagement Quarterly Update:

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

Mayor Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Michael Kaplan stated he was on the Main Street Business Alliance and the ad hoc Economic Development Committee, and he participated in the vibrancy ordinance discussion. They did not want a dark building year-round. The ordinance had been thought out and it worked well.

Mayor Worel closed the public input portion of the meeting.

IV. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from July 13 and 27, 2023:

Council Member Doilney moved to approve the City Council meeting minutes from July 13 and 27, 2023. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

V. CONSENT AGENDA

1. Request to Adopt Resolution 14-2023, a Resolution Proclaiming August 23, 2023, as Arbor Day and Celebrating Park City's 30th Anniversary as a Tree City USA Community

2. Request to Approve Resolution 16-2023, a Resolution Approving an Interlocal Cooperative Agreement between Park City Municipal Corporation and the Utah Division of State Parks for Rail Trail Management

3. Request to Approve a Temporary Real Property Easement Varying in Width from Approximately One to Four Feet along the Southern Border of the City-Owned Homestake Property at 1875 Homestake Drive, in a Form Approved by the City Attorney's Office, in favor of Wintzer-Wolfe Properties, Ltd.

4. Request to Approve the Assignment of the Existing Development Agreement (Executed July 25, 2023, and Recorded July 27, 2023) for the Homestake Affordable Housing Master Planned Development Located at 1875 Homestake

Drive to an Affiliated Entity of the Original Developer, in a Form Approved by the City Attorney's Office:

Council Member Gerber moved to approve the Consent Agenda. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

VI. OLD BUSINESS

1. Consideration to Continue Ordinance No. 2023-17, an Ordinance Amending Land Management Code Section 15-6-8 Unit Equivalents And Section 15-15-1 Definitions Regarding Support Commercial and Residential and Resort Accessory Uses for Master Planned Developments and Sections 15-2.7-2 Uses for the Recreation and Open Space Zoning District, 15-2.18-2 Uses for the General Commercial Zoning District, and 15-2.19-2 Uses for the Light Industrial Zoning District to Clarify Resort Support Commercial is Allowed When Approved as Part of a Master Planned Development:

Rebecca Ward, Interim Planning Director, stated she was doing outreach to get input from developers on this issue. She recommended continuing the item to September 28th.

Mayor Worel opened the public hearing.

Deb Rentfrow read a prepared statement: "I'm quite disappointed this item is being continued once again for the sake of the developers in this town. These amendments went through the proper process, including notice, with the Planning Commission. There was a very thorough and robust discussion on all of the uses and the calculations. Commissioner Sigg, a developer himself, greatly participated in the discussion and the modifications to the existing code. The industry had representation and a unanimous approval was gained. In addition, the minutes from June 12th state Interim Director Ward admitted that these amendments are still not as strict as those in other resort communities. I also participated in the review performed by the Planning Commission which was done over multiple meetings with proper notice. Quite simply, any and all developers had the opportunity to offer public input during that review process just like everyone else. Residents express concern over developers in this town receiving special or preferential treatment. Based on the continuation again to allow for even more developer input, this concern is perhaps validated. Two developers offered public input at the June 12th City Council meeting which largely caused the matter to be continued. Now in today's continuation report, Interim Planning Director Ward indicates 8 developers have now weighed in and they are requesting more time to get additional developers. How many developers is sufficient? 10, 15, 20? Per LMC 15-12-9 the purpose of the Planning Commission is to review those matters designated in Section 15-12-15. Specifically, 15-12-15(B)3 includes the following statement: The Commission

1 shall have the primary responsibility to review amendments to the Land Management
2 Code and shall forward a recommendation to the City Council. Note it states the
3 Commission reviews amendments, not developers. I ask the Council the following:
4 Does the Council believe developers should have the opportunity to collaborate with the
5 Planning Department to overturn unanimously approved LMC amendments? Should
6 developers be afforded more additional time and opportunity to weigh in than the
7 general public? While I can participate this evening and when the item returns before
8 Council, I've not nor am I aware of any other residents unaffiliated with a developer
9 being invited to special meetings with the Planning Department to review the proposed
10 and unanimously approved ordinance. In conclusion, this Planning Commission was
11 appointed by you. The acceptance by this Council to continue this item for further
12 developer input indicates a lack of faith in the Planning Commission's ability to perform
13 one of its primary functions. It usurps their authority and serves to validate resident
14 sentiment that developers matter more as well as the notion bigger is better."

15
16 Angela Moschetta agreed with Rentfrow's comment and added the way this was being
17 pursued undermined the Planning Commission and the public process. The Planning
18 Commission asked to prioritize LMC amendments, but constantly adding layers was
19 doing the opposite of what the Planning Commission directed.

20
21 Mayor Worel closed the public hearing.

22
23 Council Member Toly asked why more time was needed for developer input. Ward
24 stated there was a six month pending ordinance until September 22nd and input would
25 be received until then, and then the item would be brought back for discussion.

26
27 Council Member Dickey moved to continue Ordinance No. 2023-17, an ordinance
28 amending Land Management Code Section 15-6-8 Unit Equivalents and Section 15-15-
29 1 Definitions regarding Support Commercial and Residential and Resort Accessory
30 Uses for Master Planned Developments and Sections 15-2.7-2 Uses for the Recreation
31 and Open Space Zoning District, 15-2.18-2 Uses for the General Commercial Zoning
32 District, and 15-2.19-2 Uses for the Light Industrial Zoning District to Clarify Resort
33 Support Commercial is allowed when approved as part of a Master Planned
34 Development to September 28, 2023. Council Member Gerber seconded the motion.

35 **RESULT: CONTINUED TO SEPTEMBER 28, 2023**

36 **AYES:** Council Members Dickey, Doilney, Gerber, Rubell, and Toly

37
38 **2. Future Market Special Event Discussion:**

39 Jenny Diersen, Special Events Manager, presented this item and reviewed the Park
40 Silly Sunday Market (PSSM) was a community identifying event and had been in Park
41 City for 17 years. They adjusted their event according to the City priorities over the
42 years. Extensive time was spent talking about how to move forward. The Council asked
43 for specific changes to PSSM, such as having it fewer days, off-season and off Main

1 Street. PSSM had reduced the number of days it was on Main Street to 11 days,
2 removed importers, shrunk the event scope, etc. The HPCA was concerned about
3 competition with Main Street businesses. HPCA met with PSSM, but they did not
4 recommend the return of PSSM. Diersen stated Council could do nothing and follow the
5 Special Events process. If Council was interested in continuing with a type of market,
6 staff could develop an RFP. The market could also continue in its current form.

7
8 Kate McChesney, PSSM Executive Director, thanked the Council for their support. In
9 the past 17 years, they welcomed three million people to Main Street. People created
10 businesses from their start at PSSM. Local musicians were now in bands because of
11 PSSM. She would love to continue their contract on Main Street on Sunday because
12 this was their home and they felt welcome for many years.

13
14 Council Member Toly asked if PSSM would continue in 2024 with their current model, to
15 which Diersen affirmed. Council Member Toly reviewed the Council agreed for this event
16 to be reimagined and asked if there were any alternatives for them to consider. Diersen
17 stated staff had some alternatives for Council to consider based on Council feedback
18 and she needed to know how Council wanted to proceed.

19
20 Council Member Dickey asked if there was feedback from the merchants on the
21 changes PSSM made this summer. Diersen stated things were going well and HPCA
22 hadn't met to discuss the PSSM changes. Ginger Wicks, HPCA, stated their
23 understanding was the PSSM business model for this year was not sustainable. If it was
24 sustainable, she would poll the businesses. McChesney stated this model was
25 sustainable, but PSSM could not make any more cuts beyond the changes made this
26 summer. She understood that HPCA wanted 25% fewer days and PSSM could not do
27 that.

28
29 Mayor Worel opened the public input.

30
31 Chris Dorsey, High West Manager, stated his business had dropped on the Sundays
32 PSSM was not on Main Street. He hoped to see the market continue.

33
34 Bill Young, 84060 via Zoom stated he was a homeowner and the market brought
35 congestion and noise and affected the quality of life of the residents. He noted the
36 Follies made fun of PSSM. He promoted the vendors, but he felt the infrastructure was
37 being stretched. He recommended online vending opportunities for the vendors. He
38 suggested PSSM should go to a different City each week.

39
40 Tim Wakeling, Business Owner, stated Main Street was dead without PSSM. They
41 already lost Tour of Utah and the soccer leagues. If PSSM was taken away, businesses
42 would be significantly impacted.

1 Michael Kaplan, 84060, Main Street Business Alliance Member, stated PSSM did an
2 awesome job for 17 years and were great to work with. He stated consistency was key
3 for business success.

4
5 Brett Rutter, 84036, via Zoom stated he was disappointed when he came to Main Street
6 last Sunday and discovered PSSM was not there. He hoped PSSM could remain on
7 Main Street.

8
9 Lauren Henley indicated she worked with the soccer club and had conversations with
10 others around town. These events made the town what it was. She knew things had
11 changed, but this was part of the soul of Park City. PSSM was an asset to the
12 community.

13
14 Diadra Lafferty, 84060, favored PSSM staying in Park City for as long as possible. She
15 thought the inconveniences could be worked through. This event positively impacted the
16 town and was very important. Everyone talked about it and knew about it.

17
18 Dana Williams 84060 stated downtown was everyone's space. It should be loud and
19 noisy. PSSM supported hundreds of craftsmen and artisans. The other benefit was the
20 sense of community. He thought this was a worthwhile event.

21
22 Rachel Bonham 84098, worked on Main Street and had staff worried about losing their
23 livelihood next summer. She praised the market and stated it was vibrant and inclusive.
24 They did a great job mitigating traffic. She loved PSSM and hoped it would continue.

25
26 Angela Moschetta 84060 struggled with the entire events conversation in the City. She
27 thought the failure was the Events policy and code. She stated the conversation was
28 focused on mitigation and harm to the community. The conversation should be on
29 economic development as the goal, and there would be more wins for Main Street
30 businesses, the community, and the City government. The HPCA needed to lead with
31 an overhaul of the events policy. She indicated businesses that relied on an event to
32 survive might need to look at other locations for their business that would make them
33 more successful. She hoped adaptations could be considered.

34
35 John Greenfield 84060 stated both options presented tonight had heavy community
36 feedback. There was a City survey and he reviewed the data from that survey.

37
38 Chris Fewell 84092 stated he visited friends in the City and he was a vendor in Park
39 City. Many people felt Park City residents were hoity toity and from being in the City, he
40 met so many down-to-earth residents. He indicated traffic in Salt Lake was bad too, and
41 he didn't think Park City had worse traffic. He hoped Council would keep an event that
42 welcomed people from all walks of life.

1 Ed Parigian 84060 supported PSSM and thought the organizers did a great job. Main
2 Street was for everyone and PSSM was only on Main for a few weeks each year. He
3 hoped Council could do what it took to keep them there.
4

5 Junior Richard 84036, business owner, stated people agreed PSSM should not be
6 moved from Main Street. The organizers were active with Council and HPCA to meet
7 the requests and changes. He thought breaking up the market was silly.
8

9 Jocelyn Scudder 84060 supported keeping PSSM on Main Street. The PSSM
10 organizers were great partners with artists. These artists were reliant on this event. She
11 knew the City wasn't the same as 17 years ago, but PSSM helped with the authenticity
12 of the City.
13

14 Shelly Gilwald, Park City Soccer Club, supported PSSM on Main Street. They did an
15 incredible job with their sustainable efforts and were a mentor to her.
16

17 Danny Lewis 84060 stated it was ridiculous to think about eliminating PSSM after 17
18 years. Many people told him "you cannot make everyone happy." He thought many
19 people would be very happy to have PSSM on Main Street. PSSM changed his life and
20 many more lives. He thought the best way to move forward was to keep the PSSM
21 model from the year before.
22

23 Mayor Worel closed the public input.
24

25 Council Member Rubell stated there was no option to continue the market. Significant
26 changes were made for this summer's market. Before the changes, he took issue with
27 the event. He indicated PSSM complied with all the changes except moving the event
28 and day. He pondered if the right balance was struck this year. He couldn't take a
29 stance right now. He wanted to see Upper Main closed. There was a disconnect on
30 what was being heard from businesses. He wanted to see updated data on the market.
31 He noted there was new development going on and that could mean a new gathering
32 place. They should not take it for granted that Main Street would always attract people.
33 He suggested that this item come back with a proposal to continue PSSM.
34

35 Council Member Dickey stated Council heard so much about event fatigue because of
36 COVID and now the crush had subsided. He thought this was a one-sided conversation
37 and he agreed this should come back with data on this year's market and with a
38 proposal going forward.
39

40 Council Member Doilney stated the public had voiced their event fatigue for the past
41 four years and he was grateful for the input tonight. The survey numbers showed the
42 majority of respondents favored continuing PSSM. He thought Main Street was the
43 entertainment district of the City. He was no longer on the fence, and he favored PSSM

1 staying in the City with the model they had this year. He hoped they could receive a
2 long-term contract.

3
4 Council Member Toly stated a huge opportunity was missed this year to work with
5 PSSM. She suggested other options for PSSM that included dates year-round. There
6 was not enough data from residents and businesses to learn from the 2023 market. She
7 favored having a conversation about how HPCA, the City, and PSSM could work
8 together.

9
10 Council Member Gerber stated the City had asked a lot from PSSM throughout the
11 years and they worked to comply with the requests. PSSM had a business plan and it
12 hurt their profitability each time they changed it. She indicated it was hard cancelling
13 events because the community was tied to them, but she felt this event was different
14 and stated many looked to PSSM for stability in this time of economic uncertainty. She
15 suggested staff and PSSM negotiate and come to Council with a proposal. She did not
16 want to put out an RFP for events.

17
18 Mayor Worel summarized there was support to bring back this item with a proposal for a
19 future contract. She praised PSSM for being receptive to the City and the public who
20 had concerns. It was not the City's role to dictate the PSSM model and she felt balance
21 could be achieved. Diersen asked if staff needed to do additional outreach. Council
22 Member Gerber stated she did not need an additional survey. Council Member Dickey
23 favored hearing from business owners on the current model. Council Member Rubell
24 agreed and wanted to see if they saw any differences from last year's survey. Council
25 Member Doilney asked for only new information. Council Member Toly asked if new
26 solutions should be considered. Council Member Rubell asked if there were new ideas,
27 but added he didn't want to be an event planner. Council Member Toly asked when this
28 would come back. Diersen stated this could come back in October with the debrief and
29 summarized the Council's request was for staff to work with PSSM on terms for a long-
30 term contract, use the Council liaisons in the conversations, and bring back new
31 feedback from the merchant association.

32 33 VII. NEW BUSINESS

34 35 **1. Consideration to Approve Ordinance No. 2023-38, an Ordinance Approving the** 36 **395 Deer Valley Drive Plat Amendment, Located at 395 Deer Valley Drive, Park** 37 **City, Utah:**

38 Jaron Ehlers, Planner, and Marshall King, Alliance Engineering, were present for this
39 item. Ehlers stated the plat amendment would remove the internal lot lines to construct
40 a new garage, relocate the driveway, and reduce the driveway slope grade to 9%. He
41 noted the Board of Adjustment (BOA) approved a variance to the garage setback
42 requirement. He reviewed the conditions of approval in the ordinance.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Doilney moved to approve Ordinance No. 2023-38, an ordinance approving the 395 Deer Valley Drive Plat Amendment, located at 395 Deer Valley Drive, Park City, Utah. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

2. Consideration to Approve Ordinance No. 2023-39, an Ordinance Approving the 958 Woodside Avenue Plat Amendment, Located at 958 Woodside Avenue, Park City, Utah:

Spencer Cawley, Planner, presented this item and stated the applicant asked to create two lots to build two single family homes in the future. The current home would be demolished and two homes constructed in its place since it sat in the middle of the two lots.

Mayor Worel opened the public hearing.

Deb Rentfrow commended Cawley and the applicant for listening to the Planning Commission's recommendations. This proposal was much better than initially proposed.

Martina Nelson, applicant, thanked the Council for their consideration.

Angela Moschetta thanked all involved and thought this process was how local government should work. The Planning Commission prioritized smaller properties and homes that were in the scale of the mining structures. She requested that the applicant not put the property into the nightly rental pool.

Mayor Worel closed the public hearing.

Council Member Doilney moved to approve Ordinance No. 2023-39, an ordinance approving the 958 Woodside Avenue Plat Amendment, located at 958 Woodside Avenue, Park City, Utah. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

3. Consideration to Approve Ordinance No. 2023-40, an Ordinance Approving the 2411 Country Lane and 28 Payday Drive Plat Amendment, Located at 2411 Country Lane and 28 Payday Drive, Summit County, Park City, Utah:

Jack Niedermeyer, Planner, presented this item and stated the plat amendment would move the lot line 23 feet to the west. Both lots were under the same ownership. The

owner would remove the 10-foot waterline easement that bordered the current common property line and relocate it.

Tyler Walton indicated Niedermeyer had helped him tremendously.

Mayor Worel opened the public hearing. No comments were given. Mayor Worel closed the public hearing.

Council Member Doilney moved to approve Ordinance No. 2023-40, an ordinance approving the 2411 Country Lane and 28 Payday Drive Plat Amendment, located at 2411 Country Lane and 28 Payday Drive, Summit County, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

4. Discuss Free Parking in the China Bridge Garage October 1, 2023 - December 15, 2023:

Johnny Wasden, Parking Manager, and Ginger Wicks, HPCA, presented this item. Wasden reviewed that Council requested that Parking staff consider a parking holiday during the fall off-peak season by waiving parking fees. He noted the reasons for parking fees and indicated they could waive the China Bridge parking fees October 1st - November 19th upon Council approval.

Council Member Gerber asked if the City would save any money by not having to regulate paid parking. Wasden stated some time was taken with appeals but overall there were no cost savings. Council Member Toly asked if employee parking fees would be waived, to which Wasden stated employees could skip that month and a half payment. Council Member Toly asked if the Communications Team would be used to publicize free parking. Wasden stated HPCA was interested in communicating the free parking period and the City would post signage in China Bridge and disable the meters. The City Communications Team would help get the word out as well. Council Member Toly asked about the Halloween and Shotski events, to which Wasden stated those were event activations and there would be paid parking for those.

Council Member Rubell asked about activating the Brew Pub Lot since that was empty most of the day. Wasden indicated the Brew Pub area was lumped in with Main Street parking and it showed utilization in the evening. The intention was to make the fee waiver for China Bridge only. Council Member Rubell stated part of the parking holiday was for convenience and not just about money. Wasden noted if this off-season trial looked good, he proposed doing this in the spring as well.

Mayor Worel opened the public input.

1 Ginger Wicks, HPCA, stated they appreciated Council considering this free parking trial.
2 Messaging would be critical and she hoped to work with the City and the Chamber to
3 get the word out.
4

5 Mayor Worel closed the public input.
6

7 Council Member Rubell indicated this was a good start and thought the free parking was
8 a good test. He asked what would happen if someone tried to pay during that period.
9 Wasden stated the texting number would inform the person that parking was free. The
10 meters would also display that parking was free.
11

12 Council Member Dickey thought free parking only in China Bridge would not be a big
13 incentive for people since they preferred parking on Main Street. He thought the parking
14 changes left residents confused. Wasden stated a purpose of the parking program was
15 to promote visitors. Surface lots were designed for visitors and the China Bridge garage
16 was a multiuse parking area. It was close to Main Street and had capacity. Council
17 Member Toly noted Main Street became construction parking when it was free. Wasden
18 indicated parking was more of a transportation demand management tool instead of a
19 revenue tool.
20

21 Council Member Rubell agreed with Council Member Dickey's point and hoped to
22 address the other areas by having coupon codes or other means to accommodate that.
23 He wanted to get the community out of their homes and back to Main Street. Council
24 Member Gerber stated those coupons were provided by the merchants. The City
25 needed to be careful if it promoted Main Street businesses but didn't promote other
26 business areas. She liked waiving fees for China Bridge but felt marketing Main Street
27 was the role of HPCA. The Council supported the proposed free parking.
28

29 **5. Consideration to Approve Resolution 15-2023, a Resolution Providing for a**
30 **Special Bond Election to be Held on November 21, 2023, for the Purpose of**
31 **Submitting to the Qualified Electors of Park City, Utah (The "City"), a Proposition**
32 **Regarding the Issuance of Not to Exceed \$30,000,000 General Obligation Bonds**
33 **to Finance All or a Portion of the Costs Associated with Constructing, Improving,**
34 **Furnishing and Equipping New and Existing City Recreational Facilities; This**
35 **Includes But is Not Limited to Expanded Fitness Facilities, Field Lights, Indoor**
36 **and Outdoor Pickleball Courts, Nordic Area, Refrigerated Outdoor Ice Sheet, and**
37 **Support Maintenance Facilities; Providing for the Hosting of a Public Hearing and**
38 **the Posting of a Notice of Public Hearing; Approving the Form of and Directing**
39 **the Posting of a Notice of Election and the Ballot Proposition; and Related**
40 **Matters:**

41 Tyson Montoya and Jed Briggs, Budget Department, presented this item. Briggs
42 reviewed Council included a bond in the FY24 budget for recreation facilities. He noted
43 the process for putting a bond on the General Election ballot. If passed, the bonds
44 would be issued in early 2024. Montoya stated the bond funds would cover three

1 projects and two complexes. The bond burden would be minimal to no change on
2 residents' tax bills. He indicated a voter pamphlet would be mailed to all voters with
3 arguments for and against the bond.
4

5 Shenelle Salcido, Gilmore Bell Law Firm, stated the bond language was reviewed by
6 City staff and complied with state code requirements. Council Member Dickey asked to
7 change the "this includes" to "this scope includes," or "these facilities include." He asked
8 about "Nordic area." Fisher stated the Nordic area was envisioned as the area between
9 the National Ability Center (NAC) and the building for skiers to learn how to ski.
10 Facilities would be constructed for people to come in and get warm. Council Member
11 Doilney indicated the City didn't want to confine itself by making the language too
12 constrictive. The Council agreed to change the language to "These include but are not
13 limited to." Council Member Dickey asked about the "not to exceed 20 years" language
14 regarding bond payment. It was indicated Margaret Plane, City Attorney, and Matt Dias,
15 City Manager, would look at the language again for uniformity. Council Member Dickey
16 noted "Existing Bonds" in parentheses was not reused. It was indicated it was reused in
17 the resolution but not on the screen. Council Member Dickey asked if "business
18 property" should be "commercial property." Plane indicated she would review that.
19

20 Montoya reviewed some dos and don'ts for bonds. Briggs indicated the City had good
21 bond ratings and that would reflect lower interest rates.
22

23 Council Member Doilney noted residents would not see a tax reduction for GO bonds
24 until 2028, to which Briggs confirmed. Council Member Toly asked if the pamphlet would
25 go to Council to approve or if it would just be mailed out. She wanted to make sure the
26 parks and aquatics projects were not mentioned in the pamphlet since they were not
27 covered by the bond. She also asked to define the term "Nordic" or "Nordic skiing."
28 Salcido stated the pro statement would come from City staff.
29

30 Mayor Worel opened the public input.
31

32 Jody Whitesides 84060 supported the bond and was anxious to see it on the ballot.
33

34 Mayor Worel closed the public input.
35

36 Council Member Rubell asked if there was coordination with the county and school
37 district so tax bills didn't increase dramatically. Briggs indicated it would make sense to
38 reach out to those entities and discuss resident impacts. Matt Dias stated he would
39 communicate with the County Manager and the School District Superintendent and
40 send them the official documents. Council Member Doilney supported that plan and
41 thought it was important to coordinate how entities taxed residents. He felt these
42 facilities were equity related and needed by the community. Council Member Rubell
43 hoped to remind the public about what the facilities meant for the community, including
44 maintenance expenses for these amenities. He also didn't think the residents were

1 prioritized in getting court times and tee times although they were the only ones paying
2 for the facilities. In addition, he wanted to make it clear that by expanding the MARC,
3 there would be construction impacts and there needed to be outreach with the
4 surrounding neighborhood. The NAC and pickleball discussion was progressing and he
5 wanted to continue that, but noted if those conversations failed, a new solution would be
6 needed for a pickleball facility. He indicated some people were justifying the bond and
7 saying it wasn't a lot of money, but it was a lot of money and he wanted to be respectful
8 of other people's money. Council Member Rubell asserted he wasn't against the bond
9 but he wanted to tell the community the good and bad.

10
11 Council Member Gerber was concerned about how the bond affected the issues facing
12 the community. The funds would go to "nice to haves" and not for necessities. She felt
13 the bond was rushed and she didn't feel like other options were considered. Bold action
14 was taken to ensure the community had places to play and recreate. She hoped the
15 future Council would take bold action in housing and childcare.

16
17 Salcido noted the term "business property" was statutory and needed to remain the
18 same.

19
20 Council Member Dickey moved to approve Resolution 15-2023, a resolution providing
21 for a Special Bond Election to be held on November 21, 2023, for the purpose of
22 submitting to the qualified electors of Park City, Utah (The "City"), a proposition
23 regarding the issuance of not to exceed \$30,000,000 General Obligation Bonds to
24 finance all or a portion of the costs associated with constructing, improving, furnishing
25 and equipping new and existing city recreational facilities; this includes but is not limited
26 to expanded fitness facilities, field lights, indoor and outdoor pickleball courts, nordic
27 area, refrigerated outdoor ice sheet, and support maintenance facilities; providing for
28 the hosting of a public hearing and the posting of a notice of public hearing; approving
29 the form of and directing the posting of a Notice of Election and the Ballot Proposition;
30 and related matters with ballot language being approved by the City attorney. Council
31 Member Toly seconded the motion.
32

33 **RESULT: APPROVED**

34 **AYES:** Council Members Dickey, Doilney, Rubell, and Toly

35 **NAY:** Council Member Gerber

36
37 Council Member Toly moved to close for property at 9:02 p.m. Council Member Dickey
38 seconded the motion.

39 **RESULT: APPROVED**

40 **AYES:** Council Members Dickey, Doilney, Gerber, Rubell, and Toly

41
42 **VIII. CLOSED SESSION**

Council Member Doilney moved to adjourn from Closed Meeting at 9:15 p.m. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Dickey, Doilney, Gerber, Rubell, and Toly

IX. ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: September 14, 2023

Submitted by: Michelle Kellogg

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve Corrections to the Recreational General Obligation Bond Authorizing Resolution

Suggested Action:

Attachments:

[Corrections to the General Obligation Bond Authorizing Resolution Staff Report](#)

[Exhibit A: Corrected Resolution Calling Bond Election - Park City GO Election 2023](#)



City Council Staff Report

Subject: Corrections to Recreational General Obligation Bond
Authorizing Resolution
Author: Budget Team
Department: Budget, Debt, & Grants
Date: September 14, 2023
Type of Item: Administrative

Recommendation

Approve the amended General Obligation Bond Authorizing Resolution to correct the capitalization of “Nordic” and the time for the required public meeting.

Executive Summary

On August 22, 2023, Council approved the [General Obligation Bond Authorizing Resolution](#) to enable Park City Municipal to present a \$30 million recreational facilities general obligation bond to Park City voters during the November 21, 2023, municipal election.

This amendment addresses two issues with the approved resolution:

- It corrects the capitalization of “Nordic” throughout. This correction would also be made on the exhibits to the resolution.
- The time of the October 26, 2023, public meeting, referenced on page six of the resolution, is changed from 5:30 p.m. to 6:00 p.m. Under state law, a public meeting is required to be held where arguments for and against the bond can be presented. State law requires this meeting begin “at or after 6 p.m.” The standard 5:30 p.m. meeting time was mistakenly inserted and needs to be changed to account for state law.

Exhibits

A Corrected General Obligation Bond Authorizing Resolution

RESOLUTION NO. 15-2023

A RESOLUTION PROVIDING FOR A SPECIAL BOND ELECTION TO BE HELD ON NOVEMBER 21, 2023, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF PARK CITY, UTAH (THE “CITY”), A PROPOSITION REGARDING THE ISSUANCE OF NOT TO EXCEED \$30,000,000 GENERAL OBLIGATION BONDS TO FINANCE ALL OR A PORTION OF THE COSTS ASSOCIATED WITH CONSTRUCTING, IMPROVING, FURNISHING AND EQUIPPING NEW AND EXISTING CITY RECREATIONAL FACILITIES; THESE INCLUDE BUT ARE NOT LIMITED TO EXPANDED FITNESS FACILITIES, FIELD LIGHTS, INDOOR AND OUTDOOR PICKLEBALL COURTS, NORDIC AREA, REFRIGERATED OUTDOOR ICE SHEET, AND SUPPORT MAINTENANCE FACILITIES; PROVIDING FOR THE HOSTING OF A PUBLIC HEARING AND THE POSTING OF A NOTICE OF PUBLIC HEARING; APPROVING THE FORM OF AND DIRECTING THE POSTING OF A NOTICE OF ELECTION AND THE BALLOT PROPOSITION; AND RELATED MATTERS.

WHEREAS, the City of Park City, Utah (the “City”) desires to finance all or a portion of the costs associated with constructing, improving, furnishing and equipping new and existing City recreational facilities. These include but are not limited to expanded fitness facilities, field lights, indoor and outdoor pickleball courts, Nordic area, refrigerated outdoor ice sheet, and support maintenance facilities; and

WHEREAS, the City desires to submit a proposition concerning the issuance of up to \$30,000,000 of General Obligation Bonds (the “Bonds”) to the vote of the qualified electors of the City pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14 of the Utah Code (the “Local Government Bonding Act”) and applicable provisions of the Election Code, Title 20A of the Utah Code (the “Election Code”), and the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16 of the Utah Code (the “Ballot Propositions Act” and together with the Local Government Bonding Act and the Election Code, the “Bond Acts”);

NOW, THEREFORE, be it resolved by the City Council (the “Council”) of Park City, Utah, as follows:

Section 1. Definition of Terms. The terms defined or described in the recitals hereto shall have the same meaning when used in the body of this Resolution.

Section 2. Election Call. At the same time as the statewide special general election on November 21, 2023, there shall be held in the City a local special bond election (the “Bond Election”) at which there shall be submitted to the qualified electors of the City the proposition of whether bonds of the City to the amount of \$30,000,000 shall be issued and sold for the purpose of financing all or a portion of the costs associated with constructing, improving, furnishing, and equipping new and existing

City recreational facilities. These include but are not limited to expanded fitness facilities, field lights, indoor and outdoor pickleball courts, Nordic area, refrigerated outdoor ice sheet, and support maintenance facilities, and paying costs of issuance of the Bonds. The proposition shall be submitted in substantially the form of the Official Ballot Proposition in Section 4 of this Resolution.

Section 3. Voting Places and Election Judges. For purposes of the Bond Election, the voting methods, the voting precincts, the voting places, the election judges, alternate judges and poll workers to serve at said voting places shall be the same as those established for the general election held that day.

Section 4. Ballot. The ballots to be used at the Bond Election shall comply in all respects with the requirements of Sections 11-14-206; Title 20A, Chapter 6, Part 1 and Part 3; and Section 20A-6-301 of the Utah Code, and shall be in substantially the following form (as may be appropriately and legally updated, modified, corrected or completed):

OFFICIAL BALLOT PROPOSITION FOR
PARK CITY, UTAH
SPECIAL BOND ELECTION

Shall Park City, Utah (the “City”), be authorized to issue general obligation bonds in the amount not to exceed thirty million dollars (\$30,000,000) (the “Bonds”) for the purpose of financing all or a portion of the costs associated with constructing, improving, furnishing, and equipping new and existing City recreational facilities? These include but are not limited to expanded fitness facilities, field lights, indoor and outdoor pickleball courts, Nordic area, refrigerated outdoor ice sheet, and support maintenance facilities. Said Bonds are to be due and payable in not to exceed twenty (20) years from the date of issuance of the Bonds.

Property Tax Cost of Bonds: If the Bonds are issued as planned (and without regard to the existing taxes currently paid for existing bonds (“Existing Bonds”) that will reduce over time), a property tax sufficient to pay debt service on the Bonds will be required over a period of twenty (20) years in the estimated average amount of \$137.20 per year on a \$2.34M primary residence and in the estimated amount of \$249.46 per year on a business property having the same value.

As noted above, the City has other Existing Bonds for which a tax decrease would occur upon the retirement of the same, which may not occur if the proposed Bonds are issued. However, these Existing Bonds reduce over time such that the incremental property tax burden due to the issuance of the proposed Bonds on residences and businesses within the District is expected to have no cumulative increase from current annual levels.

The foregoing information is only an estimate and is not a limit on the amount of taxes that the Council may be required to levy to pay debt service on the Bonds. The Council is obligated to levy taxes to the extent provided by law in order to pay the Bonds. The amounts are based on various assumptions and estimates, including estimated debt service on the Bonds and taxable values of property in the City.

FOR THE ISSUANCE OF BONDS (YES)

☐

AGAINST THE ISSUANCE OF BONDS (NO)

☐

Pursuant to applicable provisions of Utah State law, the period allowed for any contest of the Bond Election shall end forty (40) days after December 5, 2023 (the date on which the returns of the Bond Election are to be canvassed and the results thereof declared). No such contest shall be maintained unless a complaint meeting the requirements of applicable law is filed with the Clerk of the Court of Summit County within the prescribed forty (40) day period.

Section 5. Authorization and Reimbursement of Expenses. The Bond Election shall be conducted and the registration therefore shall be governed in conformity with the laws of the State of Utah, including particularly the Bond Acts, and the officials of the City and Summit County, Utah (the “County”) as applicable, shall and are hereby authorized and directed to perform and do all things necessary to the proper calling and conduct of the Bond Election and the canvass of the results thereof.

In the event the proposition for the Bonds is approved at the Bond Election, the City reasonably expects to reimburse itself from proceeds of debt to be incurred by the City, capital expenditures advanced for the acquisition and construction of the improvements herein described in a principal amount of not more than \$30,000,000.

Section 6. Public Hearing. In accordance with Section 11-14-318 of the Local Government Bonding Act, the Council shall hold a public hearing on October 5, 2023 to receive input from the public with respect to (a) the issuance of the Bonds and (b) the potential economic impact that the improvements, facilities, or properties to be financed in whole or in part with proceeds of the Bonds will have on the private sector. The public hearing date shall not be less than fourteen (14) days after notice of the public hearing is first posted and shall not be sooner than thirty (30) days or later than five (5) business days before the first posting of the Notice of Election as described in this Resolution. The “Notice of Public Hearing” will be published as a class A notice under Section 63G-30-102 of the Utah Code and will be in substantially the form of the notice attached as Exhibit B.

Section 7. Notice of Election. In accordance with Section 11-14-202 of the Local Government Bonding Act, a notice of the Bond Election will be provided as a class A notice under Section 63G-30-102 of the Utah Code for at least three weeks before the day of the election. The Bond Election notice will be in substantially the form of the notice attached as Exhibit C (with such completion, amendments, updates, changes, additions, or alterations as may be required to conform such notices to the Bond Acts and actual election information or calendar items).

In addition, the Election Officers (as defined below) are to (i) make the sample ballot available for inspection before the election as required in Section 20A-5-405 of the Election Code and (ii) publish notice of and perform the election voting device and tabulation equipment test procedures as required by Section 20A-4-104 of the Election Code.

Section 8. Mailing of Voter Information Pamphlet. The Council hereby directs the City Recorder of the City (the “City Recorder”) to mail at least fifteen (15) but not more than forty-five (45) days before the scheduled Bond Election, a voter information pamphlet or a notice printed on a postage prepaid, preaddressed return form that a person may use to request delivery of a voter information pamphlet by mail, to each household with a registered voter who is eligible to vote on the Bonds. The voter information pamphlet shall include, in the following order: (a) the date of the Bond Election, (b) the hours during which the polls will be open, (c) the address of the Statewide Electronic Voter Information Website and, if available, the address of the Summit County Clerk’s website, and the City’s official website, with a statement indicating that the election officer will post on the official website the location of each polling place for each voting precinct, each early voting polling place, and each election day voting center, including any changes to the location of a polling place and the location of an additional polling place; (d) a phone number that a voter may call to obtain information regarding the location of a polling place; (e) the title and text of the ballot proposition, and (f) an explanation of the property tax impact, if any, of the issuance of the Bonds which may be based upon information the Council determines to be useful, including (i) expected debt service on the Bonds to be issued, (ii) a description of the purpose, remaining principal balance, and maturity date on any outstanding general obligation bonds of the City, (iii) funds other than property taxes available to pay debt service on general obligation bonds, (iv) timing of expenditure of Bond proceeds, (v) property values and (vi) any additional information the Council determines may be useful to explain the property tax impact of issuance of the Bonds.

Section 9. Compliance with the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16. The City, and specifically the Council, shall comply with the requirements of the Transparency of Ballot Propositions Act, Title 59, Chapter 1, Part 16 of the Utah Code. The City Recorder shall post the arguments and rebuttal arguments as required by such act (a) on the Statewide Electronic Voter Information Website as described in Section 20A-7-801 of the Utah Code and (b) in a prominent place on the City’s official website for thirty (30) consecutive days before the Bond Election. If the City has a newsletter published between finalization of the arguments and rebuttal arguments and the date of the Bond Election, the City Recorder shall further post arguments and rebuttal arguments in such newsletter. When posting the argument and rebuttal argument, the City Recorder shall ensure that: (a) a rebuttal argument is posted in the same manner as a direct argument; (b) each rebuttal argument follows immediately after the direct argument that it seeks to rebut; and (c) information regarding the public meeting (described in the next sentence), follows immediately after the posted arguments, including the date, time, and place of the public meeting. In satisfaction of Section 59-1-1605, the City shall conduct a public meeting on October 26, 2023, beginning at the hour of 6:00 p.m. at 445 Marsac Avenue, Park City, Utah. The purpose of the meeting is to hear arguments for and against the issuance of the Bonds. Within three days following the public meeting, the City will post a digital audio recording of the meeting on its official website and have a copy available at the primary office of the City at 445 Marsac Avenue, Park City, Utah.

Section 10. Appointment of Election Officers. Pursuant to Sections 20A-1-102 and 20A-5-400.5 of the Election Code, the County Clerk of Summit County and the City Recorder will act as election officers (the “Election Officers”). Other officials of the City are hereby directed and authorized to coordinate with the Election Officers as required for the Bond Election. The Election Officers shall be authorized and directed to give appropriate notices as required by the Election Code.

Section 11. Canvass. The ballots shall be counted and the results delivered to the City in accordance with the procedures of Title 20A, Chapter 4, of the Election Code. The Council shall meet as a Board of Canvassers no sooner than seven (7) nor later than fourteen (14) days after the date of said election. That meeting is currently set for Tuesday, December 5, 2023, at 5:30 p.m., at the regular meeting place of the Council in Park City, Utah, and if the majority of the votes cast at the Bond Election are in favor of the propositions submitted, then the City Recorder shall cause an entry of that fact to be made upon its minutes. Thereupon the Council shall be authorized and directed to issue such Bonds.

Section 12. Severability. It is hereby declared that all parts of this resolution are severable, and if any section, clause, or provision of this resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, clause, or provision shall not affect the remaining sections, clauses, or provisions of this resolution.

Section 13. Conflict. All acts and resolutions in conflict with this Resolution or any part thereof are hereby repealed.

Section 14. Recording of Resolution; Effective Date; Notice to Lieutenant Governor and Election Officer. After its adoption, this Resolution shall be signed by the Mayor and City Recorder, shall be recorded in a book for that purpose, and shall take immediate effect. At least seventy-five (75) days before the Bond Election, but no later than September 7, 2023, the City Recorder shall furnish a certified copy of this Resolution to the Lieutenant Governor and the Summit County Clerk in accordance with Section 11-14-201 of the Local Government Bonding Act.

Section 15. Further Authority. The Council hereby authorizes the City Recorder to make changes to any notice or the ballot proposition described herein to complete the same, cure any ambiguity or defect therein or to make any other changes to such notice or ballot proposition as may be required or allowed by the laws of the State of Utah. Other officers and employees of the City are authorized to take such action as they may deem necessary in order to assure the Bond Election complies with state and federal law.

Council Agenda Item Report

Meeting Date: September 14, 2023

Submitted by: Michelle Kellogg

Submitting Department: Public Utilities

Item Type: Staff Report

Agenda Section: CONSENT AGENDA

Subject:

Request to Approve the City Manager and Public Utilities Director's Execution of an Emergency Construction Agreement with Silver Spur Construction, L.L.C., for the Heber Avenue Emergency Water Pipe Replacement Project, which Replaces a 8-Inch Water Main and the Associated Pipe Appurtenances, Not to Exceed \$450,000 in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Emergency Construction Agreement Staff Report and Contract](#)

City Council Staff Report

Subject: Emergency Construction Agreement for the Heber Avenue Water Pipe Replacement Project
Author: Griffin Lloyd, Public Utilities Engineer
Department: Public Utilities Department
Date: September 14, 2023
Type of Item: Administrative

Recommendation

Approve and ratify the City Manager and Public Utilities Director's execution of an emergency Construction Agreement with Silver Spur Construction, L.L.C., for the Heber Avenue Emergency Water Pipe Replacement Project, which replaces a large, 8-inch water main and the associated pipe appurtenances, not to exceed \$450,000.

The emergency construction contract was executed after several successive failures, out of an abundance of caution, and in order to reduce disruptions to small businesses and reduce additional traffic and congestion.

Executive Summary

Due to the age, poor condition, and repetitive failures of the water line in Heber Avenue, the replacement of this water line was already included in the current adopted water capital improvement projects budget. Given the recent water line failures on Heber Avenue and Main Street, Public Utilities recommends replacing the water line in Heber Avenue from Swede to Main Street prior to winter.

Due to the imminent threat to public and private property, the procurement for this project was made in collaboration with the City Attorney's office and City Manager under the Emergency Procurements section of the City's procurement rules.

Analysis

A risk-based approach is used when selecting and prioritizing infrastructure for replacement. The risk score is calculated by multiplying the likelihood of failure by the consequence of failure. The water infrastructure in Heber has a high-risk score and was already prioritized to be replaced in the next 12 months.

- **Likelihood of Failure** - According to our records, the pipeline and laterals in Heber Avenue were installed as far back as 1975 and have recently experienced a high failure rate. Due to advanced age alone, this asset has a higher predicted likelihood of failure. The frequency of failure is increasing and in the past two years, we've repaired four main line breaks alone, all of which were large failures similar to the most recent on August 14th. Each time we expose the pipe for repair, we've observed a highly deteriorated condition due to exterior corrosion. The likelihood of more failures is extremely high.
- **Consequence of Failure** - Each time this line breaks, surrounding structures are threatened and the repairs and water outages are expensive, disruptive to the public, small businesses, and interrupt fire protection capabilities for the

surrounding area. Consequences are amplified in this area due to the sloped terrain, businesses, and high tourism visitation. In addition, the water infrastructure on Main Street was installed in the early 80's and seems to be in poor condition based on the pipe we've been able to inspect. It is very likely that the six breaks on Main Street on August 15th were caused by pressure fluctuations from the Heber break the day before. Future failures on Heber could also result in additional failures on Main Street.

To initiate an emergency procurement to replace the water infrastructure in Heber, Public Utilities contacted three contractors and allowed 10 days to receive bids back. We received one responsive bid from Silver Spur Construction. The other two bidders indicated they did not have the resources to mobilize in time. These contractors were selected because of their familiarity with recent projects within the city.

Silver Spur's bid is in line with previous projects the Public Utilities Department has bid on within the last 2 years with similar scope. Based solely on price per foot, a project comparison to the last three awarded contracts is provided below:

- Homestake: 3 bids ranging from \$813 to \$1,401/ft (average \$1,086 for 1,750 feet)
- Marsac: 4 bids ranging from \$1,090 to \$2,358/ft (average \$1,731 for 1,000 feet)
- American Saddler: 2 bids ranging from \$585 to \$1,040/ft (4,200 feet total, no mining impacted soil haul off)

The replacement of Heber Avenue at 334 feet with a cost of \$1,311/ft is slightly higher than the low bids selected in the past. However, the other projects were larger in scale, and the previous bids have shown the smaller the project, the higher the per foot cost, combined with the immediate mobilization.

Fortunately, the water line in Heber Avenue between Park Avenue and Main Street was replaced in 2018. This project will connect to the new water line in the intersection of Main Street and Heber that was installed in 2018 and will complete the planned water line replacements in Heber Avenue from Park Avenue to Swede Alley.

Funding

Funding for the Construction Agreement will be paid from water service fees and is included in the adopted capital improvement budget.

Exhibits

- Contract with Silver Spur Construction L.L.C.

Exhibit

CONSTRUCTION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2023, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, P.O. Box 1480, Park City, UT 84060, , (hereinafter "City"), and **SILVER SPUR CONSTRUCTION, L.L.C.**, a Utah limited liability company, whose post office address is 7232 W. Gina Road, Herriman, Utah, 84096, (hereinafter "Contractor").

PURPOSE: For the project known as the **Heber Avenue Emergency Water Replacement Project** (hereinafter "Project"), which consists of replacement of water main and appurtenances along Heber Avenue from Main Street to Swede Alley

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

SECTION 1. SCOPE OF WORK. Contractor shall furnish all labor, materials and equipment to complete the Project, consisting of the work described in Attachment A: Bid Schedule.

The Project will be bound by the Project Design Plans, the City's Standard Water Drawings, and the general City specifications, including those found in the *Manual of Standard Specifications* and *Manual of Standard Plans* published by the Utah Chapter of the American Public Works Association (collectively referred to as the "Contract Specifications"), all of which are incorporated herein by reference and on file in the Public Utilities Department. To the extent that this Construction Agreement (hereinafter "Contract" or "Agreement") conflicts in any way with the Contract Specifications, this Agreement shall control.

If any of the work performed by Contractor in any phase of the Project does not meet City standards as outlined in the Contract Specifications, then Contractor shall immediately repair or correct the work at no additional cost to City.

A. SUBCONTRACTORS. No part of this Contract shall be subcontracted by the Contractor without prior written approval by City through the Project Manager/Engineer. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.

If written approval is granted to subcontract a part of this Contract, the Contractor shall require each subcontractor that physically performs services within Utah to submit an affidavit to the Contractor stating that the subcontractor has used E-

Verify, or an equivalent program, to verify the employment status of each new employee.

The Contractor shall, within ten (10) days of submittal of request for final payment, include an affidavit showing satisfactory evidence that all claims of subcontractors, laborers and material men who supplied services or materials to the Project have been fully paid, discharged, or waived. The Contractor shall submit lien waivers for each pay release.

If the City reasonably believes that Contractor has failed to pay Subcontractors, materialmen, or laborers for work on the Project within a reasonable time of when payment is due, then City may, after having notified the Contractor, either pay unpaid bills or withhold from the release of Contractor's payment bond for this Project, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged and a ten percent (10%) fee for administering such claims.

B. STANDARDS OF WORKMANSHIP. Contractor shall demonstrate workmanship equal to or better than current industry standards for this Project. Where Park City specifications exist (for example, asphalt, concrete, irrigation, sprinkling system and landscaping), they shall provide the benchmark for determination of acceptability.

C. INSPECTION AND TESTING. All materials and equipment used in the construction shall be subject to inspection by the Project Manager/Engineer. If laws, ordinances, rules or regulations of any public authority having jurisdiction require any work to specifically be inspected, tested, or approved by someone other than Project Manager/Engineer, the Contractor shall give the Project Manager/Engineer timely notice of readiness. Inspections, tests or approvals by the City or appropriate authorities will not relieve the Contractor from obligations to perform the work in accordance with the requirements of the Contract Specifications and/or provisions. The Project Manager/Engineer and other designated persons will at all times have access to the work. All work shall ultimately be inspected for final acceptance by the Project Manager/Engineer within a reasonable time upon receipt of notice from the Contractor that work is complete and ready for final inspection.

During construction, the work will be inspected and observed by the Project Manager/Engineer or his designated representative. All work that is deficient or does not meet specifications shall be removed and replaced with proper material at Contractor's expense.

D. WARRANTY. Contractor warrants that all materials and supplies used in the construction of the Project shall be new, except as otherwise agreed to in writing by the City's Representative. All materials, equipment, parts and labor and any

necessary corrections to the Project shall be guaranteed for a period of at least one (1) year following the date of substantial completion of the Project under the terms of the performance bond or as provided in the project specifications and construction documents, whichever is longer.

E. ADOPTED CODES. All work shall be completed at a minimum in accordance with all building, electric and energy codes adopted by Park City.

SECTION 2. PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to the City payment and performance bonds satisfactory to the City guaranteeing Contractor's payment and performance, in the amount, for each separately, of one hundred percent (100%) of the Contract amount.

SECTION 3. INSURANCE. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

The Contractor shall provide Park City Municipal Corporation a Certificate of Insurance evidencing:

- A.** General Liability insurance written on an occurrence basis with limits no less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; explosion, collapse and underground (XCU) if specifically requested; and employer's practices.
- B.** Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C.** Workers Compensation and Employers Liability coverage with Workers Compensation limits complying with statutory requirements and Employer's Liability Insurance limits of at least One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee for injury by disease.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed

by the Contractor, its employees, agents and subcontractors.

D. Builder's Risk Insurance (Course of Construction) (at City's discretion)

Before starting the Work, Contractor shall obtain and maintain in force, at its own expense, Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. Such coverage shall name Park City Municipal Corporation as an additional insured.

E. The general liability and auto liability insurance policies are to contain, or be endorsed to contain, the following provisions:

Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations and completed operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

F. Should any of the-above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.

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

H. For any claims related to this Construction Agreement, the Contractor's insurance coverage shall be primary insurance coverage with respect to Park City Municipal Corporation, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Park City Municipal Corporation, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

SECTION 4. CONTRACT AMOUNT, ACCEPTANCE OF WHOLE, ADDITIONS. City shall pay Contractor a total sum not to exceed **\$450,000.00** ("Contract Amount") for all work and materials expended to complete this Project, which shall include the cost of all bonds, insurance, and all charges, fees, permits (including water and sewer fees, unless waived), expenses or assessments of whatever kind or character that are or may be necessary to complete this Project.

SECTION 5. PERMITS AND FEES. As set out in Section 4 above, the Contract Amount includes the price of all normally applicable fees and permits. The City may, at its discretion, arrange for the waiver of certain fees, permits and expenses.

SECTION 6. TERMS OF PAYMENT. The City shall pay for services provided hereunder according to and in an aggregate amount not to exceed the Contract Amount or as detailed in an attached payment schedule (**Attachment A**) and only upon Contractor's request on forms approved by and submitted to the Project Manager. The City shall make payment within thirty (30) days thereafter. Requests for a more rapid payment may be considered if a discount is offered for early payment. At no time shall the aggregate amount of money paid to the Contractor in proportion to the Contract Amount be greater than the proportion of the work performed at that point to the total Project work. No payment shall be made for any service rendered by the Contractor except for services set forth and identified in this Agreement. The City reserves the right to withhold payment in whole or part from the Contractor for non-compliance with the provisions of the Contract Specifications.

A. RETAINAGE. The City may, in its sole discretion (1) retain five percent (5%) of the value of all work done and materials or equipment supplied as part security for the fulfillment of the Agreement by the Contractor; or (2) retain the final payment of up to five percent (5%) of the total Project amount. As work nears completion and solely at the City's discretion, the City may reduce the retainage to an amount more in line with the work remaining. The City reserves the right to retain all amounts previously withheld or due, including any liquidated damages, until all services specified herein are complete. Any money withheld pursuant to this section shall be placed in an interest bearing account and the interest shall also be payable to the Contractor upon final payment.

Before final payment is made, the Contractor must submit evidence satisfactory to the City that all payrolls, material bills, subcontracts and all outstanding indebtedness in connection with the Project have been paid for.

The City may withhold a reasonable amount of the payment bond sufficient to cover any outstanding indebtedness or monies owed or claimed by any person who supplied work or materials to the Project plus ten percent (10%) of such indebtedness as the City's cost of administering such claims until Contractor supplies a release satisfactory to the City, signed by all persons who have supplied labor or materials to the Project or, at the City's option if no claim is made, until one hundred five (105) days after the date on which any person performed the last of the labor or supplied the last of the material for the Project and upon written request from the Contractor.

The Contractor shall supply to the Project Manager/Engineer within a reasonable time after his/her request a signed statement verifying all the suppliers, subcontractors, and other persons who have supplied labor or materials to the Project.

B. FINAL PAYMENT. Acceptance by the Contractor of the final payment from the City shall release the City of all claims, demands and liability of the Contractor, its officers, agents, employees and subcontractors, whether communicated or not by the Contractor, except with respect to those matters referred to in writing delivered to the Contractor and approved in a signed writing by the Project Manager.

SECTION 7. COMPLETION TIME. The work on this Project shall commence within ten (10) days of receipt of the Notice to Proceed and shall be completed by **October 15, 2023**. Work stoppage due to inclement weather conditions and other factors must be approved in writing by the Project Manager. Inclement weather shall not otherwise constitute cause for delay. Unless otherwise agreed by the City by change order, no damages shall become due to Contractor for City caused delay. A change order for delay will generally be accepted for delay so excessive and unreasonable that it is beyond the scope of the Contract or delay attributed to direct, active or willful interference by the City. The change order must be based upon actual damages sustained by the Contractor which are directly attributed to the delay.

In the event that Contractor fails to complete all of the work required herein within the time limit set out above, then for each partial or complete day during which the work remains uncompleted thereafter, the Contractor agrees to pay the City **One Hundred Dollars (\$100.00)**, _____ (**Contractor Initials**) which the parties believe, due to the difficulty of actually assessing the damages the City will suffer in the event of such a delay, is a fair estimate of the loss the City will suffer. The parties agree that the daily liquidated damages provided for herein is reasonable and fair and is not a penalty. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

SECTION 8. ADDITIONAL WORK/CHANGE ORDERS. The City may enlarge or reduce the work to be performed by Contractor hereunder by written notification to Contractor, including changes to the plans and specifications. The City shall pay Contractor for any additional work so requested and shall reduce the payment to the Contractor for any reduction in labor, materials, overhead and profit margin resulting from the reduction in the work. Except as the City shall so notify the Contractor in writing, it is understood and agreed by the parties hereto that no money will be paid to the Contractor for any new or additional labor or materials furnished unless a written modification is agreed to in a document signed by both parties.

The value of any work covered by a change order or of any claim for increase or decrease in the Contract price shall be determined by one (1) or more of the following methods in order of precedence listed below:

- A.** An agreed lump sum; or in the event the parties cannot agree; then
- B.** The unit rate for the work bid by the Contractor, if applicable, or in the event there was no such rate bid; then
- C.** The actual cost for: (1) labor; (2) materials; (3) supplies; (4) equipment; (5) direct overhead (not to exceed 5% of the sum total of items 1-4, unless approved by the City); and (6) other services necessary and approved by the City to complete the work. In the event of a net increase in the Contract Amount for a change order as a whole, the City shall allow a payment to the Contractor of an additional ten percent (10%) of the actual cost of the work, not including direct overhead or bond costs, to cover the cost of general overhead and profit. The Contractor may also charge the City for actual cost of the net increase in bond costs as a result of the overall change to the Contract Amount. The City specifically reserves the right to request documentation, including, but not limited to, payroll stubs, bond bills, and invoices, to validate the Contractor's calculations.

SECTION 9. DISPUTES. Except as otherwise provided in this Agreement, any disputes concerning a question of fact arising under this Agreement which are not disposed of by agreement shall be decided by the City. The decision of the City shall be final and conclusive unless, within thirty (30) days from the date of receipt of such decision, the Contractor shall mail or otherwise furnish the City a written signed appeal addressed to the Project Manager/Engineer. In connection with any appeal proceeding under this clause, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor will proceed diligently with the performance of the Contract and in accordance with the City's decision. The decision of the City shall be final and conclusive, but shall not be arbitrary or unreasonable. Although this Contract has been drafted by the City, the Contractor expressly agrees that any ambiguity herein shall be resolved in favor of the City.

SECTION 10. DEFAULT, REMEDY AND TERMINATION. The City may terminate this Agreement upon the occurrence of one or more of the following events:

- A.** If Contractor or any subcontractor should substantially violate any of the provisions of this Agreement;
- B.** If Contractor substantially fails to perform any part of this Agreement;

C. If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of seventy-two (72) hours;

D. If Contractor (1) shall become insolvent in a bankruptcy case; (2) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (3) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of or appointing of a custodian (as that term is defined in 11 U.S.C. §101(11)), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of ninety (90) days; (4) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of ninety (90) days; (5) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of ninety (90) days; (6) shall be dissolved; (7) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of ninety (90) days; (8) shall voluntarily suspend substantially all of its business operations; (9) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (10) shall take action for the purpose of any of the foregoing.

After serving ten (10) days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within ten (10) days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor. The Contractor and the bonding company shall be liable to the City for any reasonable cost occasioned by the City in excess of the amount agreed to for the service herein.

The Contractor shall be entitled to a hearing before a City hearing officer upon the issue of termination if it submits a written request therefore within seven (7) days of the service of the notice of the City's intent to terminate. The Contractor shall be entitled to be heard at such hearing on the issue of termination. The Contractor shall not bring an action against the City, its officers, agents or employees arising out of or relating to the termination of this Agreement before the decision is issued by the City's hearing officer(s).

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of any provision of this Agreement shall not be construed to be modification of the terms of this Agreement, unless stated to be such in writing, signed by the City's authorized representative.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 11. HOLD HARMLESS INDEMNIFICATION. The Contractor clearly and unequivocally agrees to indemnify and to hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Contractor's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Contractor or others; and provided further, that nothing herein shall require the Contractor to hold harmless or defend the City, its agents, employees and/or officers from any claims arising from the sole negligence of the City, its agents, employees, and/or officers. The Contractor expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Utah Code Section 34A-2-105 for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

SECTION 12. CONTROLLING LAW AND ATTORNEY FEES AND COSTS. These general conditions shall be construed in accordance with and enforced under the laws of the State of Utah. Any action of law, suit in equity, or judicial proceeding for the enforcement of the Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah. If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in connection with that action or proceeding.

SECTION 13. ASSIGNMENT. The Contractor shall not assign nor transfer any interest in this Agreement without the prior written consent of the City, provided however, that claims

for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to City.

SECTION 14. SAFETY AND TRAFFIC CONTROL. Contractor shall take all reasonable precautions to protect the safety of pedestrians, school children, motorists, and others who may use or come near to the Project site, including, but not limited to, compliance with the Manual of Uniform Traffic Control Devices.

SECTION 15. SAFETY AND PROTECTION OF THE WORK. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project work. Contractor shall provide reasonable protection to prevent damage, injury or loss to employees on the Project work and all other persons who may be affected thereby, materials and equipment, whether on or off the site, and other property at the work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. In addition, the Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by the existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, setting safety regulations, and notifying owners and user of adjacent utilities.

The Contractor shall promptly remedy all damage or loss to any property referred to in this section caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible, except for acts or omissions by the City or anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable, and not attributable to the fault or negligence of the Contractor. Contractor shall remove from the site all cuttings, debris, equipment and unused material.

SECTION 16. UNENFORCEABLE CONTRACT, WAIVERS. In the event that any provision of this Agreement shall be ruled invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same provision by the other party.

SECTION 17. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between City and Contractor and supersedes all prior negotiations,

representations or agreements, either written or oral. This Agreement may be amended only by written modification signed by both parties.

SECTION 18. COMMENCEMENT OF WORK. Contractor will commence work as required by the specifications within ten (10) calendar days after receiving the Notice To Proceed.

SECTION 19. UTILITIES. The right is reserved to the owners of public utilities and franchises to enter upon the street or work site for the purpose of making repairs or changes of their property that may become necessary by the work. The City shall also have the privilege of entering upon the street or work site for the purpose of repairing culverts, storm drains, water system repairs or adjustments, and any and all other necessary City work.

The Contractor takes the whole risk, responsibility and expense with respect to the location of utilities, and in working with utility owners about locating, moving, repairing, and modifying utilities. All utility locations shown on the plans and specifications are approximate and are marked on the plans, if at all, only for convenience. The City makes no representation about the location of any such utilities, and Contractor is encouraged to contact utility companies and owners about the location of all utilities that may be impacted by or impact the Project work.

SECTION 20. HOURS AND DAYS OF WORK. All work performed by the Contractor, its subcontractors, materialmen, agents and employees shall be performed during work hours of 7:00 a.m. to 9:00 p.m. Monday through Saturday unless otherwise specified in a Conditional Use Permit or Construction Mitigation Plan. In individual Construction Mitigation Plans, the Building Official may further reduce the hours or days of work for special events or as other circumstances may reasonably warrant. When work is prohibited, no exterior construction, excavation or delivery of supplies and concrete are allowed. Interior work, however, may be allowed Monday through Sunday, with no limitation on hours for the following types of construction:

- A.** Interior work on individual single-family home construction or addition projects not involving materials or supply deliveries.
- B.** Construction of decks, patios, landscape walls less than four feet (4') in height, and fences on individual single-family lots.
- C.** Non-mechanized exterior painting on individual single-family residences.
- D.** Non-mechanized landscaping on individual single-family residences.

E. Survey work not involving grading or use of power equipment to cut vegetation.

Extended Hours Special Permit. The Building Official may authorize extended hours for construction operations or procedures which, by their nature, require continuous operation, or modify or waive the hours of work on projects in generally isolated areas where the extended hours do not impact upon adjoining property occupants. In such cases, the Building Official shall issue a special permit identifying the extended hours. Contractor shall display the special permit on site.

Special Event Regulations. The Building Official and/or Police Chief may, at their discretion, restrict construction activity, including governmental or special improvement agencies, in order to assure the public safety during special events within the City. Special events shall include, but not be limited to, the Art Festival, Film Festival, ski events, and holiday events.

SECTION 21. CONSTRUCTION PLANS. Contractor shall submit a Construction Mitigation Plan to be approved by the City Engineer or his/her designee, for all building permits. The Community Development Department may waive this requirement for minor remodels, additions and interior construction where the impact on adjacent property is minimal. This plan shall be written and shall address, to the satisfaction of the City Engineer or his/her designee:

A. Hours and Days of Operation. The Construction Mitigation Plan shall specify the daily construction start and finish times. Construction activity occurring outside of the times specified in Section 11-14-6 of the Park City Municipal Code may only be allowed by special permit issued by the Building Official or the City Engineer.

B. Parking. The Construction Mitigation Plan shall include a parking plan. Construction vehicle parking may be restricted at construction sites so as to not block reasonable public and safety vehicle access along streets and sidewalks. Construction parking in paid or permit only parking areas require the Public Works Department to review and approve a parking plan. The plan shall also include anticipated temporary parking, e.g., delivery vehicles, and large equipment parking.

C. Deliveries. The Construction Mitigation Plan shall identify proposed delivery locations and routes. Deliveries of construction materials and supplies including concrete may be regulated as to time and routing if such deliveries will cause unreasonable noise, parking, or access issues. In order to reduce the number of delivery trips to construction sites, the stockpiling of materials on or near the site may be required. In the case of multiple construction sites in close proximity, a common materials storage and staging site may be required.

D. Construction Phasing. Due to the narrow streets, small lot configuration, topography, traffic circulation, weather, construction parking and material staging problems, projects in the Historic District and other areas of the City may be required to be phased if more than one project is under construction in close enough proximity to create public safety or nuisance problems. In cases where phasing is deemed necessary by the City Engineer or his/her designee, the first project to receive a building permit shall have priority, however, the Building Official shall have the authority to phase projects as necessary to assure efficient, timely and safe construction.

E. Trash Management and Recycling. Construction sites shall provide adequate storage and a program for trash removal.

F. Control of Dust and Mud on Streets. A program for the control of dust or other airborne debris shall be required. Provision must be made to eliminate the tracking of mud on streets and a program shall be required to remove any such mud daily.

G. Noise. Construction activity shall not exceed the noise standards as specified in Section 6-3-9 of the Park City Municipal Code.

H. Grading and Excavation. Because of the truck hauling involved in grading and excavation, restrictions on trucking routes as well as the hours of operation may be necessary to mitigate the adverse impacts from such operations. Destination and total cubic yards of excavated material shall be noted.

I. Construction Sign Requirements. A sign indicating the name of the party responsible for the Project shall be posted in a location where such sign is readable from the street or driveway to the construction site. The sign shall not exceed twelve (12) square feet in size, six (6') feet in height and shall not exceed a letter type of four inches (4"). Information on the sign shall include, at a minimum:

1. Name, address and phone number of Contractor;
2. Name, address, and phone number of person responsible for the project; and
3. Phone number of party to call in case of emergency.

No additional fee is required for this sign.

SECTION 22. TOILET FACILITIES AND CONTAINERIZED TRASH SERVICE REQUIRED.

A. The Contractor shall obtain and maintain on the site a container of suitable size and design to hold and confine trash, scraps, and other construction related refuse created or accumulated on the site. All such construction refuse shall be maintained in a closed container at all times, until transferred to the landfill. Containers may be placed in setback areas, provided that the placement of the container does not obstruct the view of motorists on adjoining streets and thereby create traffic hazards. Contractor shall not permit accumulated debris, litter, or trash on the construction site to blow or scatter onto adjoining properties, including the public street, or to accumulate on the site outside of the container, or in transit to the landfill or dump. The owner or Contractor shall service the container as frequently as needed to prevent trash from over-flowing.

B. The Project site shall have permanent toilets, or an approved temporary toilet facility positioned in a location approved by the Building Department, at the rate of one toilet per fifteen on-site employees (1-15 employees = one toilet, 16-30 employees= two toilets and so on).

SECTION 23. OBEY LAWS.

A. The Contractor shall obey all laws, ordinances and regulations of the United States, the State of Utah, and Park City in performing this Agreement.

B. The Contractor shall register and participate in E-Verify, or an equivalent program. The Contractor agrees to verify employment eligibility through E-Verify, or an equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code § 63G-12-302.

SECTION 24. NONDISCRIMINATION.

Any Contractor that enters into an agreement for goods or services with Park City Municipal Corporation or any of its boards, agencies, or departments shall:

A. Implement an employment nondiscrimination policy prohibiting discrimination in hiring, discharging, promoting or demoting, matters of compensation, or any other employment- related decision or benefit against a person otherwise qualified, because of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual

orientation; gender identity; genetic information; or military status.

- B.** In the performance of this Agreement, Contractor shall not discriminate on account of actual or perceived race; color; sex; pregnancy, childbirth, or pregnancy-related conditions; age, if the individual is 40 years of age or older; religion; national origin; disability; sexual orientation; gender identity; genetic information; or military status.
- C.** Incorporate the foregoing provisions in all subcontracts or assignments hereunder and take such actions as may be required to ensure full compliance with the provisions of this policy.

SECTION 25. THIRD PARTY RIGHTS. Nothing herein is intended to confer rights of any kind in any third party. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 26. PROJECT MANAGER/ENGINEER. The Project Manager/Engineer for this Project is Griffin Lloyd, or such other person designated by the City Engineer or Public Works Director to the Contractor orally or in writing.

SECTION 27. PARTIES' REPRESENTATIVES. For purposes of notice required or desired by the parties or communication involving the services under this Agreement, such notice or communication shall be deemed to have been given when personally delivered or mailed certified mail, postage pre-paid, or sent by facsimile transmission, to the parties at the following addresses:

Contractor: **Shawn Hayward**, or such other person designated in writing by the Contractor's chief administrative officer, at the Contractor's address set out first above.

Park City: Project Manager/Engineer, at the address set out first above for the City, or when given to such other person as either of the above representatives shall designate in writing. The designation of any address may be changed by notice given in the same manner as provided in this section.

SECTION 28. SEVERABILITY. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter

declared invalid. If any provision of this Agreement is held invalid or unenforceable with respect to particular circumstances, such provision shall nevertheless remain in full force and effect in all other circumstances.

SECTION 29. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

SECTION 30. ELECTRONIC SIGNATURES. Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year set out at the top of this Agreement.

PARK CITY MUNICIPAL CORPORATION, a Utah
municipal corporation

Matt Dias, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

SILVER SPUR CONSTRUCTION, L.L.C., a
Utah limited liability company
7232 West Gina Road
Herriman, Utah 84096

5841209-5501
Utah Contractor License No.

Tax ID#: 34-2036250

Signature

Printed name

Title

THE CITY REQUIRES THE CONTRACTOR TO COMPLETE EITHER THE NOTARY
BLOCK OR THE UNSWORN DECLARATION, WHICH ARE BELOW.

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of SILVER SPUR CONSTRUCTION, L.L.C., a Utah limited liability company, by authority of its Operating Agreement/Member Resolution, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for SILVER SPUR CONSTRUCTION, L.L.C., a Utah limited liability company.

Notary Public

I declare under criminal penalty under the law of Utah that the foregoing is true and correct. Signed on the ____ day of _____, 2023, at _____ (insert State and County here).

Printed name _____

Signature: _____

Attachment A: Bid Schedule

		Silver Spur 7232 W Gina Rd, Herriman, UT 84096 Office: 801-501-8803 / Fax: 801-501-7385 Email: Danny@SilverSpurUtah.com		8/29/2023	
Waterline Replacement		Park City		Heber Avenue	
Description	Quantity	Unit	Unit Price	Total	
1 Mob	1	LS	\$	44,762.00	\$ 44,762.00
2 Owners Contingency	1	LS	\$	31,885.00	\$ 31,885.00
3 Furnish and Install 10" C-900 PVC	334	LF	\$	357.00	\$ 119,238.00
4 Furnish and Install 4" 10+25 Abandon	1	LS	\$	11,675.00	\$ 11,675.00
5 Furnish and Install 4" 10+30 Abandon	1	LS	\$	11,850.00	\$ 11,850.00
6 Furnish and Install 4" 10+90	1	LS	\$	11,650.00	\$ 11,650.00
7 Furnish and Install 2" 11+25	1	LS	\$	14,000.00	\$ 14,000.00
8 Furnish and Install 4" 11+80	1	LS	\$	11,850.00	\$ 11,850.00
9 Furnish and Install 2" 13+25 Abandon	1	LS	\$	14,000.00	\$ 14,000.00
10 Connection to Existing 10+00	1	LS	\$	11,750.00	\$ 11,750.00
11 Connection to Existing 13+44	1	LS	\$	12,500.00	\$ 12,500.00
12 Remove and replace pavers	150	SF	\$	100.00	\$ 15,000.00
14 Trench Patch 6" or existing	380	SY	\$	68.00	\$ 25,840.00
15 Mining impacted soils remove	750	TN	\$	98.00	\$ 73,500.00
16 Import material	350	TN	\$	30.00	\$ 10,500.00
17 Traffic Control	1	LS	\$	30,000.00	\$ 30,000.00
			TOTAL	\$	450,000.00

Council Agenda Item Report

Meeting Date: September 14, 2023

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Approve a Property Lease with PC Tots for a Childcare Facility within the Park City Library in a Form Approved by the City Attorney in an Annual Amount of \$120.00

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Library Childcare Facility Staff Report](#)



City Council Staff Report

Subject: Property Lease at Park City Library - PC Tots
Author: Jenny Diersen
Department: Special Events
Date: September 14, 2023
Type of Item: Administrative

Summary Recommendation

Hold a public hearing and consider a request from PC Tots to approve a property lease, in a form approved by the City Attorney, for a childcare facility in the Park City Library in an annual amount of \$120.00.

Background

The Park City Cooperative Preschool (PCCP) was a tenant in the Park City Library for 30 years. The [PCCP's most recent lease](#) commenced on July 1, 2021, and was terminated early, at PCCP's request, on June 1, 2023 ([staff report](#) p. 274/ [minutes](#) p. 11).

Anticipating the lease termination and understanding the affordable childcare shortages in Park City, City Council directed the release of an RFP to find a new childcare provider in the Library with the following prioritization (in order of importance):

1. Childcare for ages 0 to 3 and all-day, year-round care;
2. Park City Municipal Employees;
3. Park City Residents and Park City Workforce; and
4. Tuition fee schedule and acceptance of DWS payments and scholarship programs. Teacher salary scale and benefits.

The [RFP](#) was released on June 23 and closed on July 25. In addition to traditional outreach, we worked with the Early Childhood Alliance and used social media to broadcast the opportunity to childcare providers. We received four responses.

Analysis

A selection committee comprised of Ken Fisher (Recreation Director), Adrian Juarez (Library Director), Michelle Downard (Resident Advocate), and Sarah Mangano (HR Director) scored and reviewed the responses. One proposal was not considered because it did not meet Council's prioritization.

We recommend PC Tots because they align with the priorities in the RFP. Specifically, PC Tots was the only provider offering additional space for ages 0-3 (although not at the Library), providing a year-round schedule with all-day care, and prioritizing qualified PCMC employees. PC Tots aims to provide Park City and Summit County working families with high-quality, affordable childcare. PC Tots is also a bilingual program with a reputable local brand.

Proposed Lease Term:

PC Tots requests a two-year lease (an initial one-year lease was in the RFP) with an option for a three-year renewal and an additional five-year extension. This amounts to a potential ten-year lease. We support the term and recommend bi-annual check-ins to be conducted by the PC Library team and presented to City Council no later than the last meeting in April for at least the first two years of the lease.

A future Winter Olympics is the only time in the next ten years when the City Council may want to temporarily reprioritize the space. The term structure allows the Council to consider any temporary facility repurposing during the 2025-26, 2028-29, and 2032-33 lease negotiations. This provides future Councils flexibility and discretion.

PCMC Priorities

PC Tots Childcare Proposal				
Locations	Infants (0 to 1)	Toddler (2 to 3)	PreSchool (3 to 5)	Total
Current Facilities	20	44	35	99
Future @ Library Facility	0	0	20	20
Future w/ Library Facility	20	44	55	119
City Employee Children				
Current City Employee Children	1	0	3	4
Future City Employee Children @ Library Facility	0	0	10	10
New City Employee Children w/ Library Facility	2 w/possibility of 2 more)	0	10	14 -16

PC Tots proposes to add year-round, all-day childcare for 20 preschool children during the first year of operations at the Library. PC Tots will continue to accept DWS subsidies and provide scholarships for qualifying and lower-income families. Private donors also allow PC Tots to provide emergency scholarships (ex, parent job loss). PC Tots provided information about their [tuition schedule](#) and teacher salaries, which was favorable when compared to the other proposals.

PC Tots agrees to prioritize up to ten Park City Municipal employee families on their waitlist for operations at the Library. Additionally, they have agreed to prioritize two infant spaces (not at the Library facility). PC Tots has agreed to hold space for PCMC-qualifying employees until the second week of September to register. In order, the other 10 spaces would be prioritized for Park City residents and then the Park City/Summit County workforce considering Area Median Income. Families interested in these spaces should get on the PC Tots waitlist immediately.

Once a family is accepted at PC Tots, that spot is guaranteed until the child leaves for kindergarten. PC Tots anticipates additional openings in future years.

Library Courtyard

We worked with a Childcare Licensing Specialist for the State to understand improvements required in the courtyard. They affirmed that only minor changes are required and minimal capital investment. The Parks Department will prepare the space for PC Tots with the minor improvements needed. However, PC Tots will be responsible for maintaining the space daily. The previous childcare provider completed the daily maintenance of the courtyard.

Timeline, Hours, and Parking Impacts

If the lease is approved on September 14, PC Tots hopes to complete licensing and be operational by November.

Changing the space to provide all-day care five days a week impacts some Library's operations, but the use of the childcare space is not expanding and the Planning Department has confirmed compliance with the Library Master Plan Development.

PC Tots desires to continue operating during the Sundance Film Festival. The Library is a Sundance venue and we are confident the two can coexist without disruption. We also coordinated with other Library tenants; neither PC Film nor Lucky Ones have any concerns.

Financial and Rent Analysis

Historically, during Fiscal Years (FY) 2020 to 2024, PCMC contributed \$320,000 to PC Tots through Special Service Contracts and Diversity Equity Inclusion Special Service Contracts. These funds provided qualifying tuition scholarships to PC Tots families, enrolled 20 students (who also receive tuition subsidy), and allowed PC Tots to hire an additional 5 teachers.

We estimate the rent subsidy for the property lease is \$35,149.64 a year, or \$351,496.44 over the next ten years (see charts below). This is based upon commercial rents in Park City increasing significantly over the past six years—anywhere from 30-60%, depending on the area of town. Specifically, rents on Main Street in some places went up 50%. For example, \$30-\$45/SF is now \$65/SF for the retail level and \$45/SF for the upper and lower levels in some locations. In Prospector, first-floor office rents are around \$22-24/SF, and second-floor office space rents are around \$19-22/SF.

We estimate the rent for the Library's second story at \$20/SF +/- \$5. When generally reflected against the current 6.3% CPI, keeping rent rates below market value can help a local affordable childcare non-profit protect against volatile shifts in the market, allowing PC Tots to keep tuition down and adequately compensate employees. We estimate \$20/SF is just below market, considering:

- A third floor of a public building without a retail-level presence;
- Non-exclusive access to public restrooms;
- Exclusive use of an internal playground for three hours per day; and
- Public parking.

Childcare/Preschool Space Fair Market Value Rent Analysis					
Space	Size (sq ft)	Type of Use	Fair Market Value	Total Costs	Notes
Entry/Mudroom	160	Exclusive	\$20/sqft	\$3,200.00	market value
Classroom	1,125	Exclusive	\$20/sqft	\$22,500.00	market value
Playground		Exclusive	\$25/3 hours	\$6,250.00	Based on cost of Parks Pavillion Rental in PC Fee Schedule. Resident Full Day fee is \$100/4 = \$25.00 X 250 (248-252 week days)
Total Fair Market Value 2023				\$31,950.00	

Childcare/Preschool Space Fair Market Value Rent Analysis - 10 year Lease					
Year	Fair Market Value	Inflation Percentage	Dollar Amount Inflation	FMV Annual Estimate	Notes
2023-24	\$31,950.00	0%	\$0.00	\$18,637.50	Prorate to seven months November to June (\$18,637.50)
2024-25	\$31,950.00	3%	\$958.50	\$32,908.50	
2025-26	\$32,908.50	3%	\$987.26	\$33,895.76	upon lease extension
2026-27	\$33,895.76	3%	\$1,016.87	\$34,912.63	
2027-28	\$34,912.63	3%	\$1,047.38	\$35,960.01	
2028-29	\$35,960.01	3%	\$1,078.80	\$37,038.81	upon lease extension
2029-30	\$37,038.80	3%	\$1,111.16	\$38,149.96	
2030-31	\$38,149.14	3%	\$1,144.47	\$39,293.61	
2031-32	\$39,293.61	3%	\$1,178.81	\$40,472.42	
2032-33	\$40,472.42	3%	\$1,214.17	\$41,686.59	
Total Rent 10 Years				\$352,955.79	

Current PC Tots Lease Proposal					Notes
Year	Proposed Rent Amount (Monthly)	Inflation Percentage	Dollar Amount Inflation	Annual Rent	
2023-24	\$10.00	0%	\$0	\$70.00	Prorate to seven months November to June (\$70)
2024-25	\$10.00	5%	\$6.00	\$126.00	
2025-26	\$10.50	5%	\$6.30	\$132.30	upon lease extension
2026-27	\$11.03	5%	\$6.62	\$138.92	
2027-28	\$11.58	5%	\$6.95	\$145.86	
2028-29	\$12.16	5%	\$7.29	\$153.15	upon lease extension
2029-30	\$12.76	5%	\$7.66	\$160.81	
2030-31	\$13.40	5%	\$8.04	\$168.85	
2031-32	\$14.07	5%	\$8.44	\$177.29	
2032-33	\$14.77	5%	\$8.86	\$186.16	
Total Rent 10 Years PC Tots				\$1,459.35	
Total 10 Year FMV				\$352,955.79	
Less: Lease Rent				-\$1,459.35	
Total 10 Year Subsidy				\$351,496.44	

Appropriation of Funds

Utah Code section 10-8-2 requires municipalities to appropriate funds for “corporate purposes only.” Utah Code §10-8-2(1)(a)(i). In the judgment of the municipal legislative body, those purposes are any purpose that “provides for the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the city.” Utah Code § 10-8-2(3). Although this section does not explicitly state that a municipality must receive consideration for any disposition of real property—such as a lease—it permits municipalities to sell or lease property only “for the benefit of the municipality . . . if the action is in the public interest and complies with other law.” Utah Code §10-8-2(1)(a)(iii).

Generally, courts have interpreted the statute to require property disposition to be “in good faith and for adequate consideration” because “public property is held in trust for the public.” *Price Dev. Co., L.P. v. Orem City*, 2000 UT 26 (citation cleaned up). “Adequate consideration” means the municipality “must show that there is a clear present benefit that reflects . . . fair market value” for whatever is given by the municipality. *Id.* Before approving a below-market lease to a non-profit entity, the legislative body must hold a public hearing.

We [published the required 14-day notice](#) on September 1, 2023. A below fair market value property lease is recommended with PC Tots, a non-profit organization, to support community values and benefits and the continuity of service delivery, including:

1. The tenant area is a surplus, purpose-built property and is not needed to deliver the current or future anticipated Library program for the proposed lease term.
2. In the judgment of the municipal legislative body, this lease provides for the safety, health, prosperity, moral well-being, peace, order, comfort, and convenience of the municipality's inhabitants.

3. The municipality has considered intangible benefits received by the city in determining the value received. This includes the importance of providing education and childcare to residents of Park City and the Summit County area.
4. The lease of property is necessary and appropriate to accomplish the goals and objectives of the PC Library and City by supporting the community and furthering the Council's goals of childcare and economic diversification. The lease allows for job creation.
5. PC Tots is a non-profit organization dedicated to providing high-quality, affordable, and safe childcare and early education for the workforce of Park City and greater Summit County, Utah. PC Tots has a critical mission of having a diverse socio-economic and cultural blend of children, leading to rich community building and social equity from a young age.

Funding

Any fees/rent collected would go into the General Fund.



City Council Staff Report

Subject: Water Service Outside of Park City Municipal's Boundary
Author: Clint McAfee
Department: Public Utilities
Date: September 14, 2023
Type of Item: Legislative

Recommendation

Consider adopting Ordinance No. 2023-42 which would 1) amend Park City Code Section 13-1-25 to provide retail water service outside of its municipal boundary with the same water rates as customers inside the City; and 2) enact Park City Code Section 13-1-30 to establish the City's Designated Water Service Area.

The proposed ordinance is included as Exhibit A and a map showing Park City's Designated Water Service Area is included as Exhibit B.

Executive Summary

[Park City Code section 13-1-25](#) no longer complies with Utah Code section [10-8-22](#), which specifically states that different rate classifications cannot be made "solely on the fact that a particular classification of retail customers is located either inside or outside of the municipality's corporate boundary."

In addition, Utah Code section [10-7-14](#) requires municipalities to establish by ordinance a Designated Water Service Area by publishing a map that includes areas where water is provided to customers at locations outside of the municipality's boundaries.

The proposed Ordinance No. 2023-42 amends Park City Code section 13-1-25 to comply with state law and enacts Park City Code section 13-1-30 to establish the City's Designated Water Service Area.

Background

In 2020, Utah voters approved a constitutional amendment allowing municipalities to designate water service areas beyond municipal boundaries. The state legislature responded to this amendment by creating a [state law](#) that requires municipalities to establish by ordinance a Designated Water Service Area by publishing a map that includes areas where water is provided to customers at locations outside of the municipality's boundaries. These changes have made it easier to serve water outside of municipal boundaries if a municipality wishes to do so.

[Park City Code section 13-1-25](#) needs to be amended to remove the double rate requirement that conflicts with state law. In addition, during the [July 27, 2023](#) City Council meeting, Council indicated a desire to maintain the requirement for a petition to annex into the City as a condition of receiving water service outside of the City Boundary.

In the July 27, 2023 City Council meeting, Council also requested a map showing areas outside of the City that have the potential to request water service from the City. This map is included as Exhibit C.

Analysis

The proposed ordinance amends [Park City Code section 13-1-25](#) as follows: *"It is the policy of the City to provide culinary water within the corporate limits of Park City. Those individuals or entities desiring connection to the Park City water system must petition the Park City Council for Annexation as a condition of water service. If annexation is denied or otherwise unsuccessful, City Council may choose to waive the annexation requirement and provide the individuals or entities with culinary water outside the corporate limits of Park City. Those individuals and entities outside the corporate limits of Park City currently connected to the water system and receiving water shall agree to abide by the terms and conditions of this Title[~~and shall pay double the applicable rate charged for water provided inside the corporate limits of Park City. Upon annexation, they will receive water service at the normal rate~~]."*

The proposed ordinance also enacts Park City Code section 13-1-30, which establishes a Designated Water Service Area, included as Exhibit B.

Exhibits

A – Ordinance No. 2023-42

B – Park City's Designated Water Service Boundary

C – Areas Outside Park City Potentially Request Water Service

Ordinance No. 2023-42

**AN ORDINANCE AMENDING PARK CITY CODE SECTION 13-1-25 AND
ESTABLISHING THE CITY'S DESIGNATED WATER SERVICE AREA**

WHEREAS, in 2020, the Utah State Legislature passed a joint resolution proposal for an Amendment to the Utah Constitution allowing municipalities to designate water service areas beyond municipal boundaries, and the Amendment was subsequently approved by Utah's voters;

WHEREAS, the Utah State Legislature passed House Bill 31 in 2019 to amend Utah Code sections 10-7-14 and 10-8-22, which became effective on January 1, 2021;

WHEREAS, Utah Code section 10-7-14 now requires municipalities to establish by ordinance a Designated Water Service Area by publishing a map that includes areas where water is provided to customers at locations outside of the municipality's boundaries;

WHEREAS, Park City Public Utilities has determined that its current water service area should be used to identify its Designated Water Service Area and has prepared a map that reflects the boundaries of the area;

WHEREAS, Utah Code section 10-8-22 now prohibits charging different retail water rates to customers "based solely on the fact that a particular classification of retail customers is located either inside or outside of the municipality's corporate boundary";

WHEREAS, Park City Code section 13-1-25 requires individuals and entities outside of the corporate limits of Park City to pay double the applicable rate for water provided inside City limits, and this provision conflicts with state law;

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

SECTION 1. PURPOSE. The purpose of this ordinance is to amend Title 13, Chapter 1, Section 25 of the Park City Code to conform with Utah Code section 10-8-22 and to establish the Park City Designated Water Service Area in accordance with Utah Code section 10-7-14.

SECTION 2. AMEND PARK CITY CODE SECTION 13-1-25. Title 13, Chapter 1, Section 25 of the Park City Code is hereby amended to read as follows:

13-1-25 Sale of Water Outside of Park City

It is the policy of the City to provide culinary water within the corporate limits of Park City. Those individuals or entities desiring connection to the Park City water system must petition the Park City Council for Annexation as a condition of water service. If annexation is denied or otherwise unsuccessful, City Council may choose to waive the annexation requirement and provide the individuals or entities with culinary water outside the corporate limits of Park City. Those individuals and entities outside the corporate limits of Park City currently connected to the water system and receiving water shall agree to abide by the terms and conditions of this Title~~[-and shall pay double the~~

~~applicable rate charged for water provided inside the corporate limits of Park City. Upon annexation, they will receive water service at the normal rate].~~

SECTION 3. ENACT PARK CITY CODE SECTION 13-1-30. Title 13, Chapter 1, Section 30 of the Park City Code is hereby enacted to read as follows:

13-1-30 Designated Water Service Area

The City has established its Designated Water Service Area in accordance with Utah law, which is reflected in the map included below.

[Include copy of map here.]

SECTION 4. EFFECTIVE DATE. This ordinance shall become effective on the date of its first publication.

PASSED AND ADOPTED this 14th day of September 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office

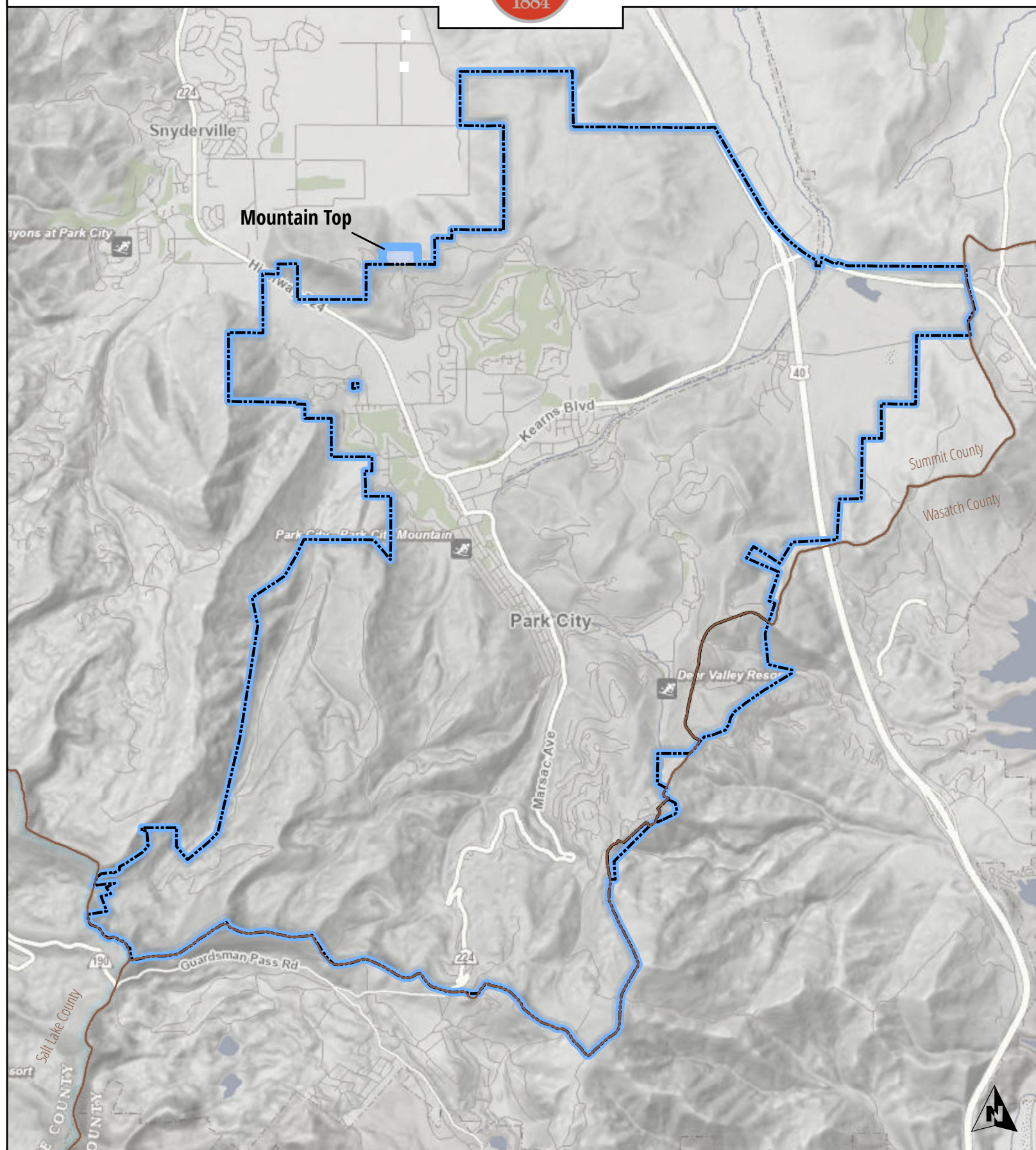
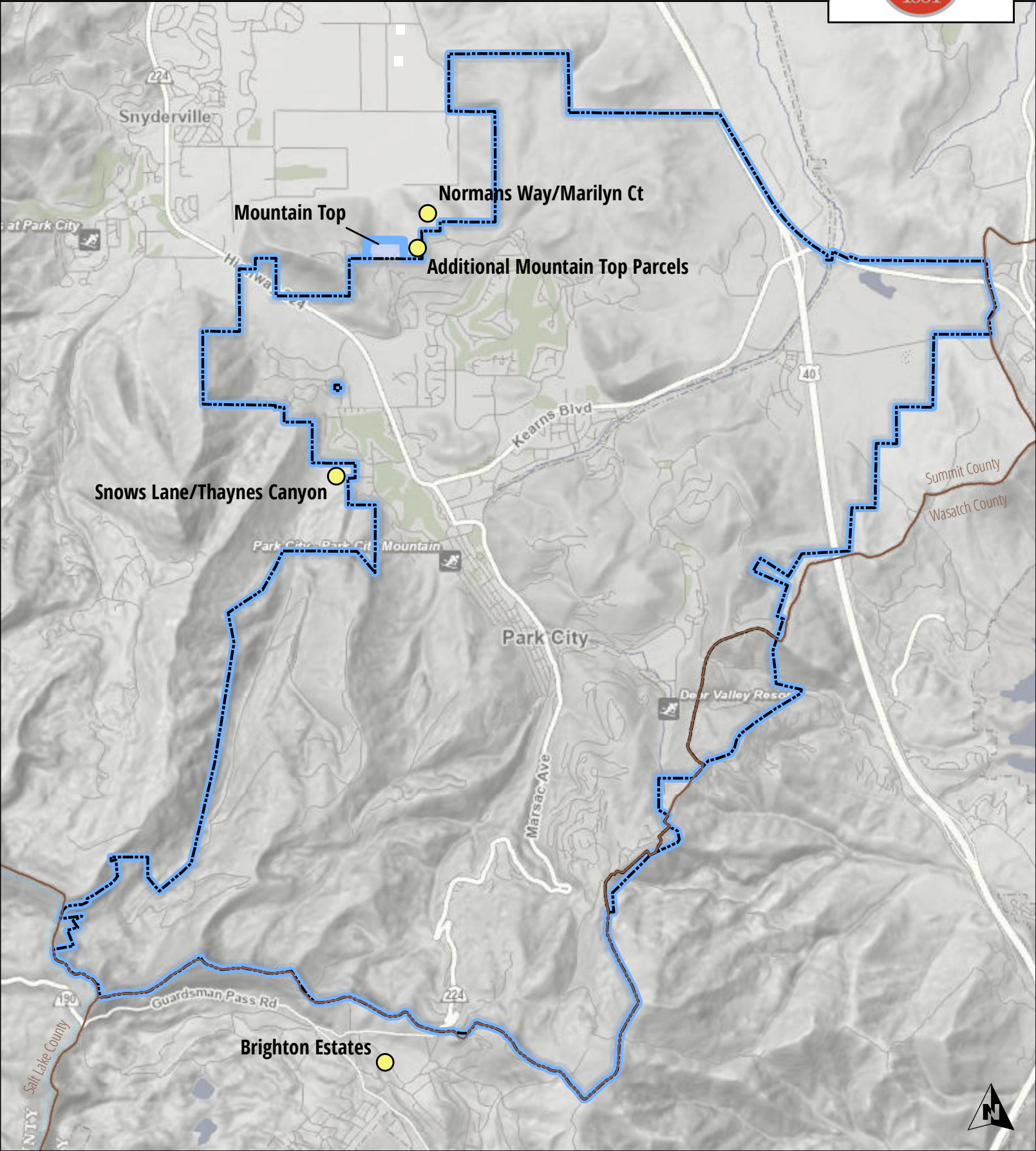


Exhibit C - Potential Requests for Water Service Outside of City Boundary



Park City Public Utilities
1053 Iron Horse Drive
Park City, Utah 84060



Park City Boundary



Water Service Boundary



Water Service Area Outside
of Park City Boundary

Council Agenda Item Report

Meeting Date: September 14, 2023

Submitted by: Michelle Kellogg

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: OLD BUSINESS

Subject:

Consideration to Approve Ordinance 2023-41, an Ordinance Approving an Extension of City Council's September 1, 2022, Approval of Ordinance No. 2022-33, an Ordinance Approving the Sommet Blanc Condominium Plat, Located at 9300 Marsac Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[9300 Marsac Extension Staff Report](#)

[Exhibit A: Ordinance No. 2023-41](#)

[Exhibit B: Ordinance No 2022-33](#)

[Exhibit C: Final Action Letter dated 7.9.22](#)

[Exhibit D: Sommet Blanc Plat Extension Request](#)

City Council Staff Report



Subject: 9300 Marsac Avenue Condominium Plat
Application: PL-23-05787
Author: Alexandra Ananth, Senior Planner
Date: September 14, 2023
Type of Item: Administrative – Condominium Plat Extension

Recommendation

(I) Review the proposal for a one-year extension of time to record the Sommet Blanc Condominium Plat, (II) hold a public hearing, and (III) consider approving Ordinance No. 2023-41 based on the Findings of Fact, Conclusions of Law, and Conditions of Approval (Exhibit A).

Description

Applicant: White Summit Development, LLC
Douglas Ogilvy, Applicant Representative
Extension Project Number: PL-23-05787
Approved Project Number: PL-22-05242
Location: 9300 Marsac Avenue
Zoning District: Residential Development (RD), Flagstaff Master
Planned Development (MPD)
Adjacent Land Uses: Hotel, Ski Resort, Open Space
Reason for Review: City Council reviews and takes Final Action on
condominium plat extensions¹

DA Development Agreement
RD Residential Development
LMC Land Management Code
MPD Master Planned Development

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

The Sommet Blanc Condominium Plat was approved by City Council on September 1, 2022, via [Ordinance No. 2022-33](#) (Exhibit B). The Sommet Blanc Condominium Plat memorializes the Density, modified volumetrics, and design for the development of Pod B2² of the 2007 Flagstaff Development Agreement³ (DA), the approved Conditional Use Permit (CUP), and the Amendment to the 2007 Empire Pass B-2 Master Planned Development (MPD).⁴ The Condominium Plat confirms the configuration of units and

¹ LMC § [15-7.1-6\(C\)\(5\)](#)

² Also known as [B2 East Subdivision Plat](#)

³ [2007 Amended Flagstaff Development Agreement](#)

⁴ Sommet Blanc/B2 East Conditional Use Permit and Amendments to Pod B2 Master Planning Development and Flagstaff Agreement ([Staff Report](#), [Minutes](#), Final Action Letter Exhibit B)

identifies areas of Private, Limited Common, and Common ownership. There are no changes to the plat since City Council approval.

The Condominium Plat includes:

- 3 condominium buildings consisting of 49 residential units (162,000 square feet)
- 6 Deed Restricted Affordable Units
- 2 ADA units (HOA Common Area)
- 1 Restaurant (3,559 square feet)
- 107 parking stalls for Sommet Blanc
- 56 parking stalls for Empire Day Lodge
- 3 acre Conservation Easement

Background

The Sommet Blanc Condominiums are located within the Residential Development (RD) Zoning District on a platted subdivision, B2 East Subdivision Plat, Summit County Entry No. [1087538](#). The property is subject to the following governing documents:

- The [2007 Empire Pass B-2 Master Planned Development](#);
- The [2007 Amended Flagstaff Development Agreement](#); including the [14 specific Technical Reports](#); and
- The [2017 B2 East Subdivision, Ordinance No. 2017-07](#).

On March 9, 2022, the Planning Commission approved an amendment to the 2007 Flagstaff MPD as well as the Development Agreement, and a Conditional Use Permit for a Multi-Unit Dwelling at 9300 Marsac Avenue ([Staff Report](#); [Minutes](#), p. 3). The approval modifies design and volumetrics, including a Building Height exception (Final Action Letter – Exhibit C).

On July 13, 2022, the Planning Commission reviewed the Sommet Blanc Condominium Plat, conducted a public hearing, and unanimously voted to forward a positive recommendation to City Council ([Staff Report](#); [Minutes](#), p.3).

On September 1, 2022, the City Council unanimously voted to approve, the Sommet Blanc Condominium Plat ([Staff Report](#); [Minutes](#), p.20).

Analysis

LMC [§ 15-7.1-6\(C\)\(5\)](#) states the Applicant may request that City Council approve an extension of a plat and the City Council may grant the extension when the Applicant demonstrates there is no change in circumstance that would result in unmitigated impacts or a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. A change in circumstance includes physical changes to the Property or surroundings.

- (I) There is no change in circumstance that would result in unmitigated impacts or a finding of non-compliance with the Park City General Plan or the Land Management Code.**

The Applicant has stated they are working diligently to record the plat, but the death of a financial partner has required a restructuring of the development entities building the project. The Applicant also states that there have been no changes to the Condominium Plat or change in circumstance that would result in an unmitigated impact, or that would result in a finding of non-compliance with the Park City General Plan, or the Land Management Code in effect at the time of the extension request.

The proposed Sommet Blanc Condominiums complied with LMC § [15-2.13-3](#), Lot and Site Requirements for the RD Zoning District, at the time of Council approval, and continues to comply with the LMC. There have been no amendments to the General Plan or LMC that would result in non-compliance.

Extension of the Sommet Blanc Condominium Plat allows the Applicant additional time to resolve financing and provides the Applicant time to record the Condominium Plat with the County Recorder.

Department Review

The Planning Department, Engineering Department, and City Attorney's Office reviewed this Staff Report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on August 19, 2023. Staff mailed courtesy notice to property owners within 300 feet on August 15, 2023.

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The City Council may approve Ordinance No. 2023-41;
- The City Council may deny the Ordinance and direct staff to make Findings for the denial; or
- The City Council may request additional information and continue the discussion to a date certain.

Exhibits

Exhibit A: Ordinance No. 2023-41
Exhibit B: Ordinance No. 2022-33
Exhibit C: Final Action Letter dated March 9, 2022
Exhibit D: Applicant's Letter of Extension Request

Ordinance No. 2023-41

AN ORDINANCE APPROVING AN EXTENSION OF THE SOMMET BLANC CONDOMINIUM PLAT, LOCATED AT 9300 MARSAC AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the property located at 9300 Marsac Avenue petitioned the City Council for approval of a one-year extension of time to record the Sommet Blanc Condominiums Plat; and

WHEREAS, on August 15, 2023, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission and City Council public hearings; and

WHEREAS, on August 19, 2023, the *Park Record* published notice for the City Council public hearing; and

WHEREAS, on September 14, 2023, the City Council reviewed the Sommet Blanc Condominium Plat extension of time request and held a public hearing; and

WHEREAS, the extension of the Sommet Blanc Condominiums Plat is consistent with the 2007 Flagstaff Development Agreement as Amended, the Pod B2 Master Planned Development as Amended, and the Conditional Use Permit for Multi-Unit Dwellings, approved by the Planning Commission on March 9, 2022;

WHEREAS, the Sommet Blanc Condominium Plat is consistent with the Park City Land Management Code, including Chapters 15-2.13 *Residential Development Zoning District*, and Sections 15-7.3-2 *General Subdivision Requirements* and 15-7.3-3 *General Lot Design Requirements*.

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

SECTION 1. APPROVAL. The extension of time for the Sommet Blanc Condominium Plat is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Sommet Blanc Condominium Plat proposes 3 lodges, with 49 residential units (162,000 square feet), 6 Deed restricted Units, 2 ADA Units, and 1 Restaurant (3,559 square feet).
2. The Condominium plat is in the Residential (RD) Zone.
3. The Condominium plat is subject to the requirements of the 2007 Flagstaff Development Agreement (DA) as amended, the 2007 Empire Pass Pod B2 Master Planned Development (MPD) as amended, 14 specific technical reports, the 2017 B2 East Subdivision and the approved Conditional Use Permit for a

- Multi-Unit Dwelling by the Planning Commission on March 9, 2022.
4. The proposed condominium plat memorializes Density, size and configuration of proposed units and identifies areas of private and common ownership.
 5. Multi-Unit Dwellings are a Conditional Use in the RD Zone.
 6. Through the Flagstaff Annexation and 2007 Flagstaff DA, density was allocated to clustered developments through Empire Pass.
 7. On March 14, 2007, the Planning Commission approved an MPD for Pod B2 at Empire Pass as an amendment to the July 28, 2004, Village at Empire Pass MPD allocating 81 multi-family Unit Equivalents (UEs) in not more than 70 condominium units.
 8. The Applicant recorded a Development Covenant which allocates 3,600 sf of Resort Support Commercial from the maximum 75,000 sf allowed in Resolution 20-99 that granted the equivalent of a "large-scale" MPD.
 9. On July 5, 2022, the Planning Director made a Determination of Setback Requirements for Unusual Lot Configurations pursuant to § 15-4-17.
 10. The RD Front Setback of 20 feet for the Main Building and 25' for a front facing garage complies.
 11. The RD Rear Setback of 15 feet complies.
 12. The RD Side Setback of 12 feet complies.
 13. On March 9, 2022, the Planning Commission approved an amendment to the Pod B2 MPD that modified a Condition of Approval to allow a height exception for Building A of 82 feet and an allowance of 94 feet for Building B and 106 feet for Building C above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point).
 14. Condition of Approval (COA) #48 from the approved CUP requires a restriction that limits elevator overruns and mechanical screening to extend no more than three feet (3') above permitted Building Height as shown in plans approved on March 9, 2022.
 15. Building A reaches a maximum USGS elevation of 8,423' 4" over a benchmark of 8,345' (max allowed USGS 8,462') and a height of 81 feet 4 inches.
 16. Building B reaches a USGS elevation of 8,452' 4.5" over a benchmark of 8,362' (max allowed USGS 8,474') and a height of 91' 7.25".
 17. Building C reaches a USGS elevation of 8,482' 3.5" over a benchmark of 8,376' 6" (max allowed USGS 8,486') and a height of 105' 8.25".
 18. Per LMC §[15-3](#), Buildings A, B and C require 142.6 off street parking spaces for residential and restaurant uses
 19. Each market rate and affordable unit will have one parking stall assigned to the unit. Per Flagstaff DA, the parking stall requirement is reduced by 25% to 107.1 rounding to 107 parking spaces.
 20. The 2007 MPD permits *up to* 75 parking spaces on the B2 East site for the benefit of Deer Valley's adjacent Fireside Dining operation in the Empire Day Lodge.
 21. The Sommet Blanc project includes 56 tandem parking spaces within a parking deck dedicated for valet parking by Deer Valley.
 22. Sommet Blanc Residences will provide 163 parking spaces.
 23. Subject to the COAs of the Amended DA - 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 March 9, 2022.

24. 49 Market rate units are proposed for a total of 162,000 square feet or 81 UEs.
25. Two ADA units are proposed for a total of 1,609 square feet. These must remain Common Space.
26. AUEs and ADA units are not calculated in the overall residential square footage.
27. The Residential Accessory Use was not counted in the DA or the MPD, the applicant proposes a total of 141,660 sf.
28. The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs). The applicant proposes six (6) Affordable housing units (Four Studio apartments and two, two-bedroom units) for a total of 5.9 AUEs or 4,683 sf.
29. Affordable Units constructed on site do not count toward the Residential Unit Equivalents of an MPD and are therefore exempt from project Density.
30. The Lot and site disturbance has been extensively reviewed by the Planning Commission and the Planning Department.
31. No Open Space is required at this time due to Sommet Blanc Condominiums being a development under the 2007 Flagstaff DA which had designated development pods and dedicated open space. Sommet Blanc is in development Pod B.
32. The Pod B2 MPD Conclusion of Law #10 notes that the Flagstaff Annexation was not included in the Sensitive Lands Overlay.
33. The property is the site of the historic Mazepah mine shaft. In August of 2018, the EPA confirmed that all work performed to remediate and remove soil under an Administrative Settlement and Order on Consent for Removal Action was in accordance with EPA requirements.
34. The proposed structure meets the Design Guidelines within the Empire Pass Design Guidelines in effect for Empire Pass as amended by the Planning Commission on March 9, 2022, and approved by the Empire Pass Design Review Board.
35. The proposed condominium plat allows for reasonable driveway Access.
36. Through extensive Planning Commission review, a site plan creating a significantly smaller disturbance to the Lot, allowed for a 3.06-acre Conservation Easement.
37. The Sommet Blanc CUP and Amendment to the Flagstaff DA and Pod B2 MPD required 49 COAs be met.
38. The proposed Condominium Plat complies with Land Management Code Section 15-7.3-2, as outlined in the staff report, and conditioned below.
39. The proposed Condominium Plat complies with Land Management Code Section 15-7.3-3, as outlined in the staff report, and conditioned below.
40. The proposed Condominium Plat complies with the Conditions of Approval outlined in the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement Final Action Letter.

Conclusions of Law

1. There is Good Cause for this Condominium Plat extension because it consistent with the Density and Uses identified in the approved DA, Pod B2 Master Planned Development, and CUP as amended. The condominium plat allows for the sale of individual units and provides six affordable housing units on site.
2. The proposed Condominium Plat complies with Land Management Code § 15-7.3-2 *General Subdivision Requirements*, as outlined in the staff report, and conditioned below.
3. The proposed Condominium Plat complies with Land Management Code § 15-7.3-3 *General Lot Design Requirements*, as outlined in the staff report, and conditioned below.
4. The proposed Condominium Plat complies with the Conditions of Approval outlined in the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement Final Action Letter.
5. The Condominium Plat complies with Land Management Code Chapters 15-2.13 *Residential Development Zoning District*, as outlined in the staff report, and conditioned below.
6. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
7. Approval of the Sommet Blanc Condominiums Plat extension, 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 Planning Director, City Attorney, and City Engineer will review and approve the final form and content of the Condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall record the Condominium plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval will be void, unless the Applicant submits a request for an extension in writing prior to the expiration date and an extension is granted by the City Council.
3. The City Engineer shall review and approve all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
4. Final utility and access shall be reviewed and approved by the Park City Fire District, City Engineer, and City Attorney as a condition precedent to plat recordation.
5. The property is not located within the Soils Ordinance and therefore it is not regulated by the City for mine-related impacts. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.

6. The affordable housing obligations outlined in the 2022 CUP Conditions of Approval shall be satisfied prior to City issuance of a Certificate of Occupancy.
7. The Applicant shall submit draft deed restrictions in compliance with the approved affordable Units for review and approval by the Planning, Housing, and Legal Departments prior to submitting the mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
8. No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.
9. 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 March 9, 2022, and approved by the Empire Pass Design Review Board.
10. The Limits of disturbance shall not cross into the Conservation Easement except for allowances stated within the Conservation Easement, including such maintenance for the Mid-Mountain Trail and an access route for the Snyderville Basic Water Reclamation District.
11. The extension of the existing road and curb cut and all new utility lines shall meet compliance with all requirements as directed by the City Engineering Department.
12. Interior and exterior fire sprinkler systems may be required by the Park City Fire District at the time of Building Permit review.
13. The Applicant will record a Conservation Easement on 3.06 acres on the upper portion of the site prior to Condominium Plat recordation.
14. All Conditions of Approval outlined in the approval for the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement shall be completed by their specified dates noted in the Final Action Letter from March 9, 2022.
15. Two ADA units are proposed for a total of 1,609 square feet. These units are to remain as Common Area.
16. Existing 10' temporary power easement on plat must be vacated or re-located outside the building footprint prior to recordation.
17. CC&Rs shall be reviewed and updated to meet compliance with Affordable Unit Conditions of Approval prior to recordation.
18. The Mid-Mountain Trailhead parking lot shall be constructed by 10/15/24.
19. All Condition of Approval of Ordinance 2022-33 shall continue to apply.

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

PASSED AND ADOPTED this 14th Day of September 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

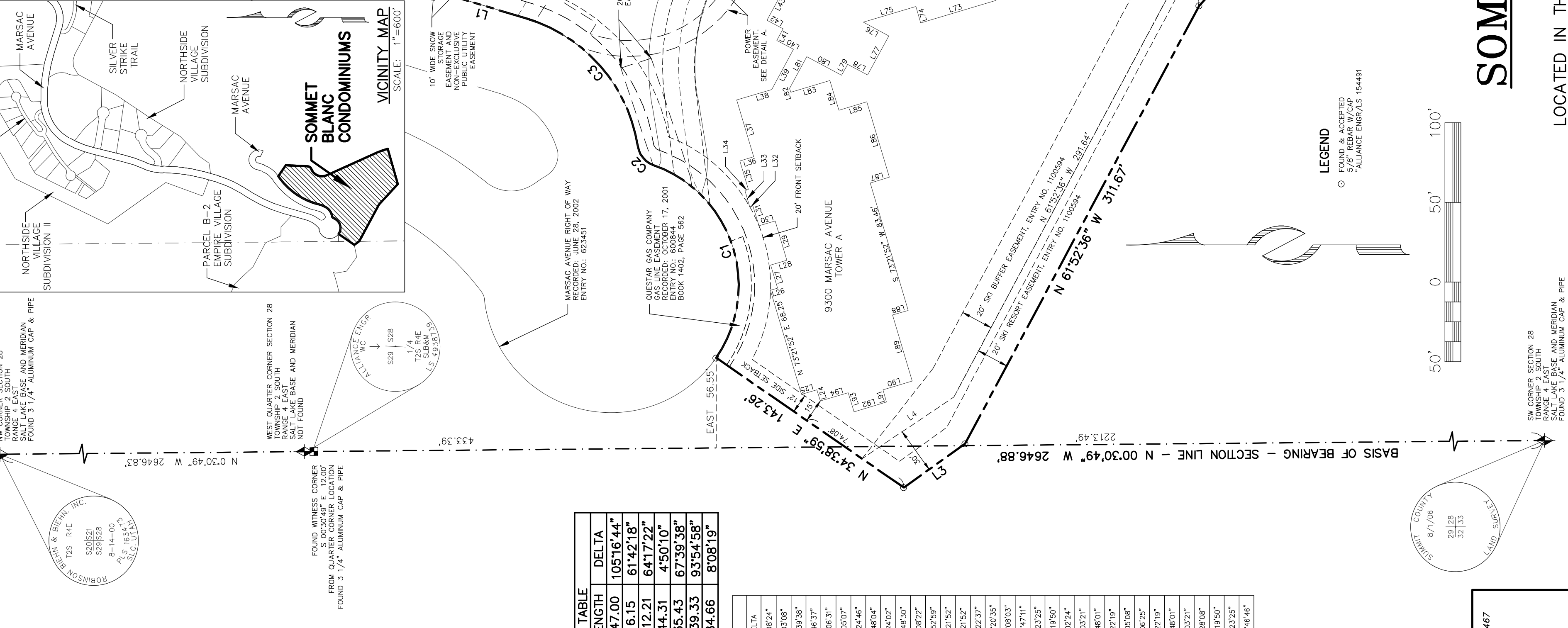
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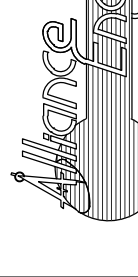
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 16°47'11" E	56.03
L2	S 55°36'18" E	101.33
L3	N 35°40'02" W	47.30

LINE	DIRECTION	LENGTH
L4	N 132°57'45" E	68.63
L5	N 1°15'34" E	131.37
L6	S 80°17'04" E	10.00
L7	S 92°12'47" E	103.57
L8	S 83°33'07" E	140.24
L9	S 71°53'43" E	51.60
L10	S 1°15'34.53" E	41.35
L11	N 19°34'30" E	46.33
L12	S 72°39'52" W	64.04
L13	N 16°37'40" E	63.97
L14	S 10°00'00" W	28.14
L15	N 15°29'26" W	47.31
L16	N 18°22'45" E	114.53
L17	N 10°00'00" W	26.33
L18	N 15°05'17" W	89.12
L19	N 24°45'39" W	50.75
L20	N 27°20" E	50.00
L21	S 8°49'51" E	44.86
L22	S 8°47'30" E	40.00
L23	S 31°55'09" W	33.34
L24	N 14°10	7.86
L25	S 50°00'00" E	38.62
L26	N 72°31'52" E	73.32
L27	S 16°38'08" E	10.17
L28	S 16°38'08" E	4.78
L29	N 72°31'52" E	15.01
L30	N 16°38'08" E	10.48
L31	N 72°31'52" E	25.81
L32	N 16°38'08" E	10.58
L33	N 72°31'52" E	13.12
L34	N 16°38'08" E	2.08
L35	N 72°31'52" E	10.70
L36	S 16°38'08" E	18.85
L37	N 72°31'52" E	18.85
L38	S 16°38'08" E	9.18
L39	N 72°31'52" E	37.29
L40	N 16°38'08" E	22.88
L41	N 72°31'52" E	11.92
L42	S 16°38'08" E	28.66
L43	N 26°31'52" E	8.40
L44	S 16°38'08" E	11.40
L45	S 16°38'08" E	27.84
L46	S 26°31'52" E	11.90
L47	S 16°38'08" E	12.91
L48	S 26°31'52" E	26.60
L49	N 72°31'52" E	25.37
L50	N 72°31'52" E	19.74
L51	S 16°37'00" E	96.33
L52	N 72°31'52" E	4196.24"
L53	N 72°31'52" E	4.46
L54	S 16°38'08" E	39.67
L55	S 72°31'52" W	10.50
L56	S 16°38'08" E	15.45
L57	S 72°31'52" W	18.42
L58	S 16°38'08" E	12.50
L59	S 16°38'08" E	45.78
L60	S 72°31'52" W	7.74
L61	S 16°38'08" E	14.50
L62	S 42°31'52" E	14.50
L63	S 46°38'08" E	33.00
L64	S 72°31'52" E	37.85
L65	N 42°31'52" E	14.21
L66	N 46°38'08" W	25.08
L67	N 16°38'08" W	52.63
L68	N 16°38'08" W	37.59
L69	S 72°31'52" W	19.43
L70	N 16°38'08" W	44.81
L71	S 72°31'52" W	9.97
L72	S 72°31'52" W	12.84
L73	N 16°38'08" W	49.31
L74	N 72°31'52" E	10.73
L75	N 16°38'08" W	34.34
L76	S 26°31'52" W	18.13
L77	N 16°38'08" W	27.93
L78	N 26°31'52" E	14.30
L79	N 16°38'08" W	7.82
L80	N 16°38'08" W	24.81
L81	N 16°38'08" W	22.80
L82	S 72°31'52" W	2.49
L83	S 16°38'08" E	25.69
L84	S 72°31'52" E	19.39
L85	S 16°38'08" E	18.31
L86	S 72°31'52" W	49.40
L87	N 16°38'08" W	12.45
L88	N 72°31'52" W	10.33
L89	S 72°31'52" W	43.28
L90	N 16°38'08" W	19.28
L91	S 72°31'52" W	8.00
L92	N 16°38'08" W	21.32
L93	N 16°38'08" W	12.80
L94	N 16°38'08" W	18.31
L95	S 69°42'06" W	22.00
L96	N 29°52'37" W	146.86
L97	N 60°17'44" W	24.46

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	
C1	80.00	147.00	105°16'44"	
C2	100.00	16.15	61°42'18"	
C3	150.00	112.21	64°17'22"	
C4	525.00	44.31	4°50'10"	
C5	30.00	35.43	67°39'38"	
C6	85.00	139.33	93°54'58"	
C7	596.00	84.66	8°08'19"	

CURVE TABLE				
CURVE	RADIUS	LENGTH	DELTA	
C8	53.00	38.91	4196.24"	
C9	20.00	17.12	4919.98"	
C10	20.00	23.62	67°39'38"	
C11	85.00	30.79	1946°13"	
C12	575.00	71.54	7°06°31"	
C13	45.00	7.92	10°05°07"	
C14	25.00	10.65	24°24°46"	
C15	86.00	27.65	19°46°04"	
C16	15.00	0.37	0°74°00"	
C17	86.00	21.14	15°99°22"	
C18	55.00	6.61	69°52°30"	
C19	52.00	60.83	63°01°30"	
C20	45.00	21.29	26°22°30"	
C21	100.00	5.83	03°05°30"	
C22	145.00	7.05	02°47°11"	
C23	70.00	93.33	76°23°20"	
C24	68.00	52.61	44°19°20"	
C25	55.00	54.75	57°02°24"	
C26	45.00	40.03	54°03°31"	
C27	25.00	19.11	43°46°01"	
C28	155.00	57.82	21°21°14"	
C29	45.00	37.52	34°05°08"	
C30	45.00	13.44	17°09°25"	
C31	165.00	61.05	21°21°14"	
C32	35.00	26.67	64°03°31"	
C33	55.00	53.81	54°03°31"	
C34	45.00	52.20	64°19°20"	
C35	80.00	106.66	76°23°20"	
C36	155.00	10.22	03°46°46"	

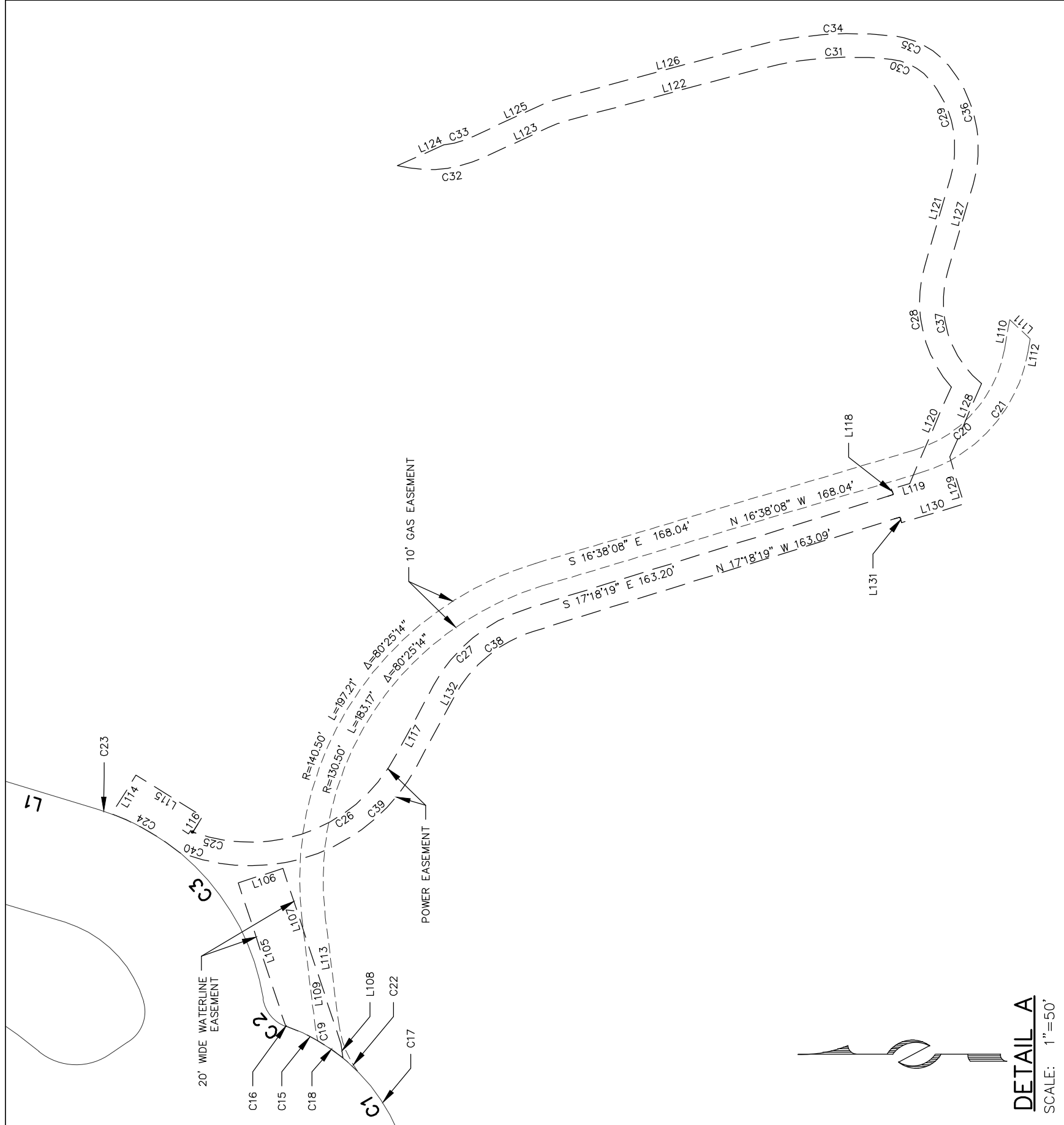
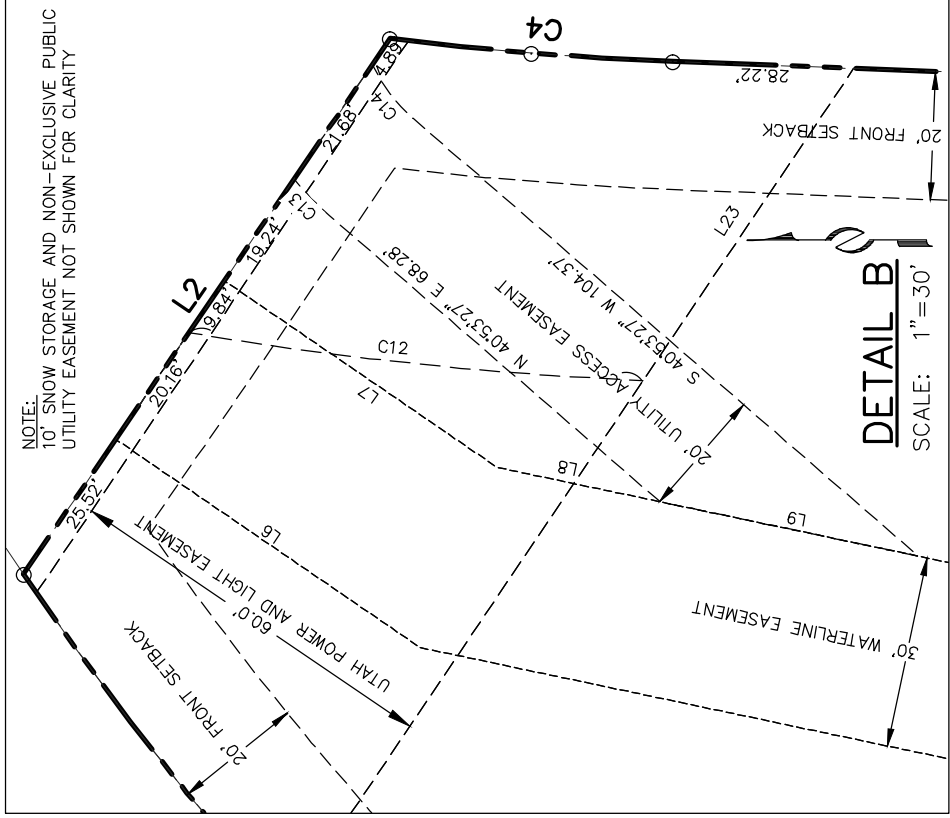
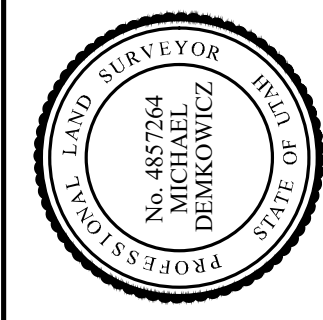




(435) 646-9467
 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT
 LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
 PARK CITY, SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 4857864, as prescribed under the laws of the State of Utah, and that I have caused to be made under my direction and by authority of the owners, SOMMET BLANC CONDOMINIUMS, a Utah Condominium project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that, to the best of my knowledge, the information shown is correct.

LEGAL DESCRIPTIONS

Parcel 1:

A parcel of land located in the southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows: Beginning at a point that is South 00°30'49" East 755.93 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence North 17°31'47" East 52.90 feet; thence North 33°32'46" West 289.45 feet; thence North 18°27'26" West 192.15 feet; thence North 55°42'11" West 32.67 feet; thence South 82°29'43" West 156.52 feet; thence North 58°47'02°37'45" East 133.46 feet to a point on the boundary of said Lot 1, said point being on a non tangent curve to the right having a radius of 150.00 feet, bearing S 15°02'00" W 150.00 feet, to a point on a curve to the left having a radius of 80.00 feet, bearing N 34°38'59" East 143.36 feet to a point on a curve to the left having a radius of 80.00 feet, bearing N 34°38'59" East 143.36 feet; thence North 18°27'26" East 152.99 feet; thence South 18°27'26" East 89.38 feet; thence South 33°32'46" East 71.99 feet; thence South 53°02'26" East 215.08 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the west quarter corner and the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 2:

A parcel of land located in the southeast quarter of Section 29 and the southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows: Beginning at a point that is South 00°30'49" East 678.23 feet coincident with the section line and East 166.16 feet from the West quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence North 17°31'47" East 52.90 feet; thence North 33°32'46" West 289.45 feet; thence North 18°27'26" West 192.15 feet; thence North 55°42'11" West 32.67 feet; thence South 82°29'43" West 156.52 feet; thence North 58°47'02°37'45" East 133.46 feet to a point on the boundary of said Lot 1, said point being on a non tangent curve to the right having a radius of 150.00 feet, bearing S 15°02'00" W 150.00 feet, to a point on a curve to the left having a radius of 80.00 feet, bearing N 34°38'59" East 143.36 feet to a point on a curve to the left having a radius of 80.00 feet, bearing N 34°38'59" East 143.36 feet; thence North 18°27'26" East 152.99 feet; thence South 18°27'26" East 89.38 feet; thence South 33°32'46" East 71.99 feet; thence South 53°02'26" East 215.08 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'49" East 102.77 feet; thence South 76°06'49" West 181.06 feet to the point of beginning.

Parcel 3:

A parcel of land located in the southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows: Beginning at a point that is South 00°30'49" East 841.63 feet coincident with the section line and East 559.84 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence North 17°31'47" East 52.90 feet; thence North 33°32'46" West 289.45 feet; thence North 18°27'26" West 192.15 feet; thence North 55°42'11" West 32.67 feet; thence South 82°29'43" West 156.52 feet; thence North 58°47'02°37'45" East 133.46 feet to a point on the boundary of said Lot 1, said point being on a non tangent curve to the right having a radius of 150.00 feet, bearing S 15°02'00" W 150.00 feet, to a point on a curve to the left having a radius of 80.00 feet, bearing N 34°38'59" East 143.36 feet to a point on a curve to the left having a radius of 80.00 feet, bearing N 34°38'59" East 143.36 feet; thence North 18°27'26" East 152.99 feet; thence South 18°27'26" East 89.38 feet; thence South 33°32'46" East 71.99 feet; thence South 53°02'26" East 215.08 feet to the point of beginning.

The Basis of Bearing for the above description is South 00°30'49" East 2646.88 feet between the west quarter corner and the southwest corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Parcel 4:

A parcel of land located in the southwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel of land being described as follows: Beginning at a point that is South 00°30'49" East 755.93 feet coincident with the section line and East 295.56 feet from the west quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the boundary of Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538 in the Office of the Recorder, Summit County, Utah; and running thence North 17°31'47" East 52.90 feet; thence North 33°32'46" West 289.45 feet; thence North 18°27'26" West 192.15 feet; thence North 55°42'11" West 32.67 feet; thence South 82°29'43" West 156.52 feet; thence North 58°47'02°37'45" East 133.46 feet to a point on the boundary of said Lot 1, said point being on a non tangent curve to the right having a radius of 150.00 feet, bearing S 15°02'00" W 150.00 feet, to a point on a curve to the left having a radius of 80.00 feet, bearing N 34°38'59" East 143.36 feet to a point on a curve to the left having a radius of 80.00 feet, bearing N 34°38'59" East 143.36 feet; thence North 18°27'26" East 152.99 feet; thence South 18°27'26" East 89.38 feet; thence South 33°32'46" East 71.99 feet; thence South 53°02'26" East 215.08 feet to the point of beginning.

NOTE:

Sommet Blanc Condominiums is formerly known as Lot 1, B2 East Subdivision, recorded March 7, 2018, as Entry No. 1087538.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Sommet Blanc, LLC, a Utah limited liability company, the undersigned being the owner of the described parcels of land, hereby dedicates and consents to the recording of the plat, together with the easements and covenants set forth to be hereinafter known as "SOMMET BLANC CONDOMINIUMS" and hereby dedicates for the perpetual use of the public, trails and other areas shown on this plat as intended for public use. The undersigned hereby dedicates and consents to the recording of the plat, together with the easements and covenants set forth to be hereinafter known as "SOMMET BLANC CONDOMINIUMS" and hereby dedicates for the perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby dedicates and consents to the recording of the plat, together with the easements and covenants set forth to be hereinafter known as "SOMMET BLANC CONDOMINIUMS" and for the purposes shown herein, and do hereby consent to the recording of this Condominium Plat.

Also, the owner or their representative, hereby irrevocably offers for dedication to the public the easements and covenants set forth to be hereinafter known as "SOMMET BLANC CONDOMINIUMS" and do hereby consent to the recording of this plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this _____ day of _____, 2023.

Sommet Blanc, LLC
 By: Alpin Group USA, LLC, Its Manager
 F. Lynn Padon, Its Manager

ACKNOWLEDGMENT

State of _____
 County of _____

On this _____ day of _____, 2023, F. Lynn Padon personally appeared before me, whose identity is personally known to me or has been made known to me by other persons known to me, and who, sworn/affirmed, did say that he is the Manager of Sommet Blanc, LLC, a Utah limited liability company and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreements or otherwise authorized by the board of directors of said company, and that he acknowledged to me that he executed SOMMET BLANC CONDOMINIUMS.

A Notary Public commissioned in _____
 Printed Name _____
 Residing in: _____
 My commission expires: _____
 Commission No. _____

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
 REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____
 DAY OF _____, 2023

BY _____
 ENGINEERING DEPARTMENT

PLANNING COMMISSION
 APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 13TH DAY OF JULY, 2022

BY _____
 CHAIR

ENGINEER'S CERTIFICATE
 I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2023

BY _____
 PARK CITY ENGINEER

APPROVAL AS TO FORM
 APPROVED AS TO FORM THIS _____ DAY OF _____, 2023

BY _____
 PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
 APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF SEPTEMBER, 2022

BY _____
 MAYOR

CERTIFICATE OF ATTEST
 I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THE 1ST DAY OF SEPTEMBER, 2022

BY _____
 PARK CITY RECORDER

PUBLIC SAFETY
 ANSWERING POINT APPROVAL
 APPROVED THIS _____ DAY OF _____, 2023

BY _____
 SUMMIT COUNTY GIS COORDINATOR

RECORDED

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

_____ FEE _____
 _____ RECORDER
 _____ TIME _____ DATE _____ ENTRY NO. _____

06/09/2023

SHEET 1 OF 18

This plot is subject to the Conditions of Approval in Ordinance 2022-33. See Record of Survey S001022, Recorded September 28, 2022, in the Summit County Recorder's Office.

All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Jungstoffs Parcel, Bonanza Ridge, Richardson Flats, The 20-Acre Quinn's Fingert Parcel, and Iron Mountain, recorded in the Summit County Recorder's Office on March 2, 2007, as Entry No. 00306100 in Book 1850, Page 1897 (the "Development Agreement"), and associated technical reports and agreements, continue to apply.

Conditions of approval of the Village of Empire Pass Master Planned Development, recorded July 28, 2004, as Entry No. 00254000 in Book 1850, Page 1897, and the B-2 Zoning Ordinance, approved March 14, 2007, as amended March 9, 2002, and the B2 Ordinance, approved March 14, 2007, as amended March 9, 2002, and the B2 Ordinance, approved March 14, 2007, as amended March 9, 2002, shall continue to apply.

KNOW ALL THOSE PRESENTS that Sonnet Blanc Residences, LLC, a limited liability company, the undersigned being the owner, of the Sonnet Blanc Residences, LLC, a limited liability company, to be united into units, together with easements set forth to be hereafter shown on the Sonnet Blanc Condominiums and hereby dedicate for the perpetual use of the public, trails and other areas shown on this plat as intended for public use, for a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, operation and operation of utility lines and facilities. The undersigned owner hereby grants, conveys, transfers, assigns, releases, releases, releases and releases for the purposes shown herein, and do hereby consent to the dedication of this Condominium Plat.

ALSO, the owner or their representative, hereby irrevocably offers to sell to the public, the Sonnet Blanc Residences, LLC, a limited liability company, this plat in accordance with an irrevocable offer of dedication.

Enmet Blanc Residences, LLC
Aspen Group USA, LLC, Its Manager

F. Lynn Padan, Its Manager

te of -----

On this _____ day of _____, 2023, I, Luma Padan, personally appeared before me, whose identity is personally known to me or on the basis of satisfactory evidence, and who by me duly sworn, affirmed, did say that he is the Manager of Sommet Blanc Residences, a Utah limited liability company and that said document was signed by _____ on behalf of said limited liability company by authority of its Operating Agreements or Resolution of its Members, and he acknowledged to me that he executed SOMMET BLANC CONDOMINIUMS.

Notary Public commissioned in _____

Dated Name _____

Sitting in: _____

commission expires; _____

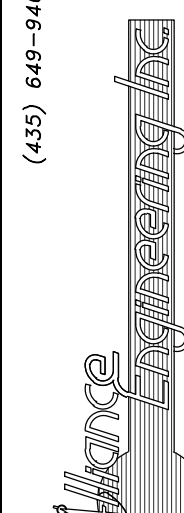
Commission No. _____



A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

EV. = ELEVATOR
ST. = STORAGE UNIT
MECH. = MECHANICAL
EC. = ELECTRICAL
VST. = VESTIBULE

	COMMON
	LIMITED COMMON
	PRIVATE OWNERSHIP
	PARKING EASEMENT



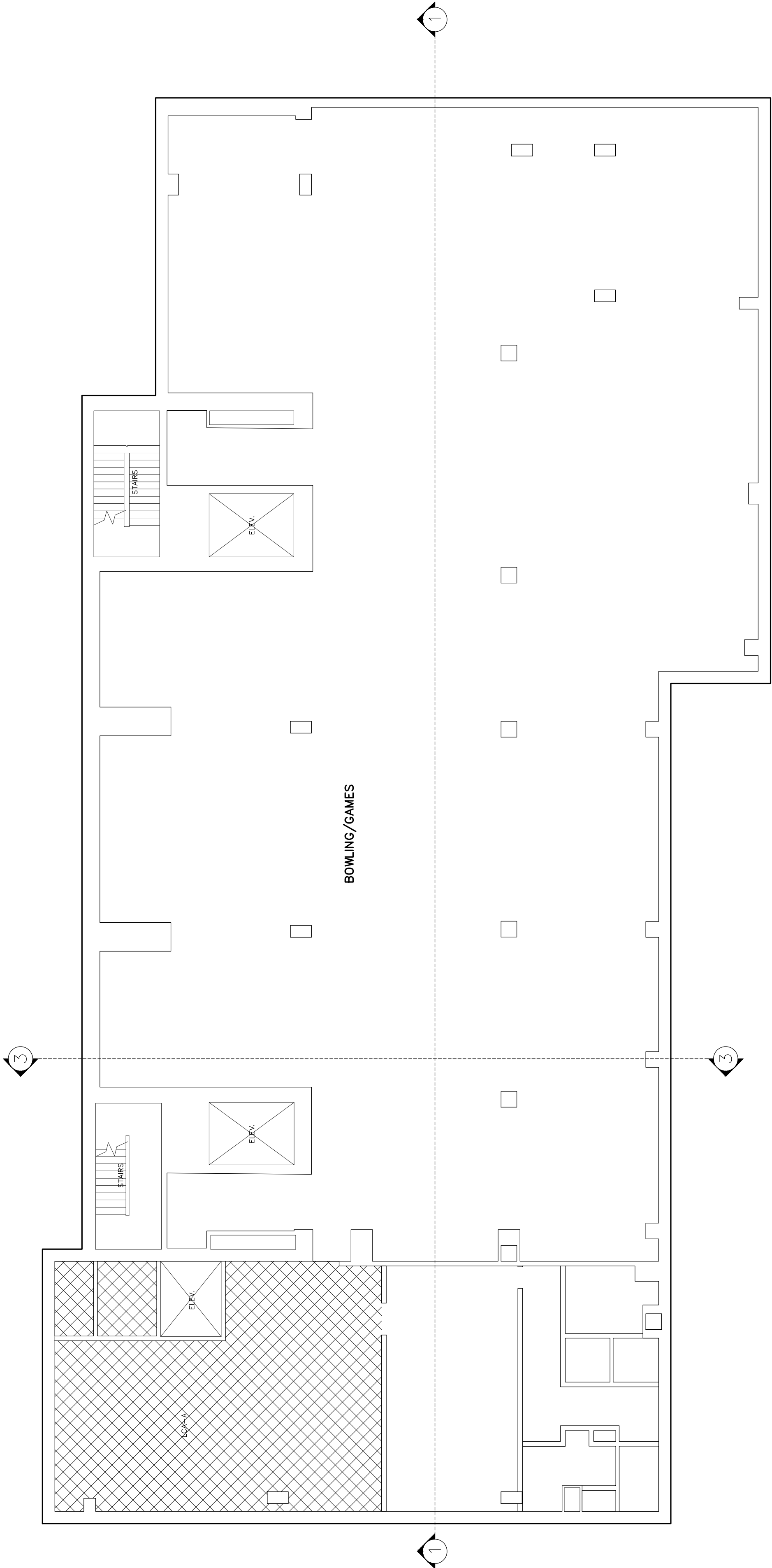
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
in Street P.O. Box 2664 Park City, Utah 84060-2664

ABBREVIATION LEGEND

ELEV. = ELEVATOR
STO. = STORAGE UNIT

OWNERSHIP LEGEND

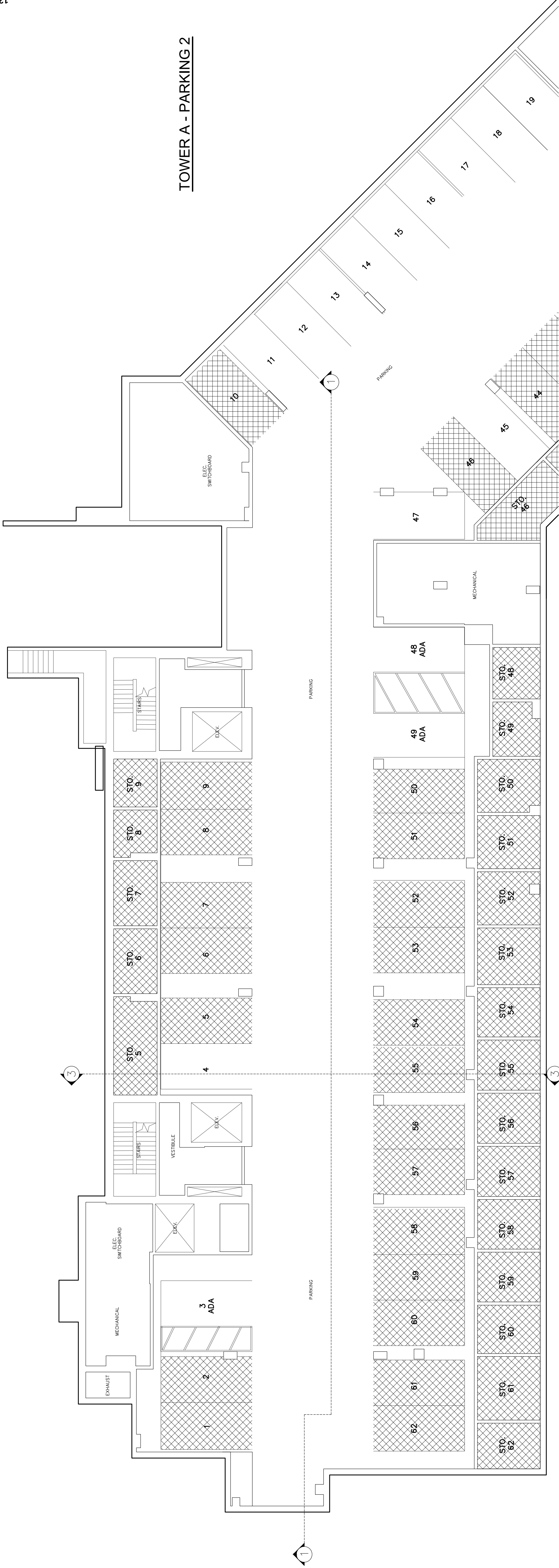
- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP



TOWER 'A' - BASEMENT / AMENITY

SOMMET BLANC CONDOMINIUMS

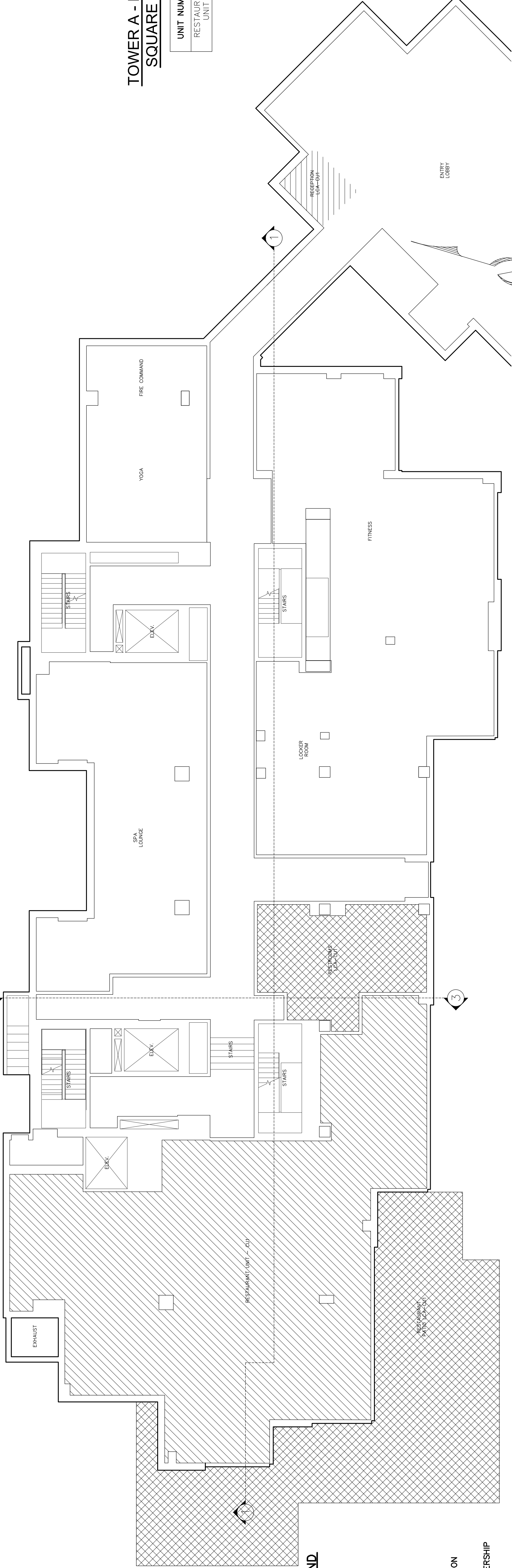
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



TOWER A - PARKING 2

TOWER A - LOBBY / LEVEL ONE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
RESTAURANT UNIT	3,594 SF

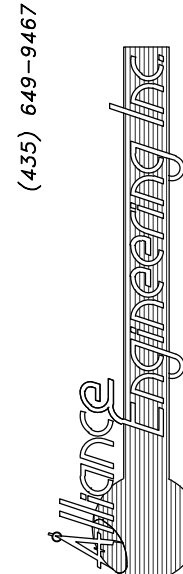


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OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 1-11-18 **FILE:** X:\Empire\dwg\sr\p1d2018\011118-condo_p1d1.dwg 06/09/23 **SHEET 4 OF 18**

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

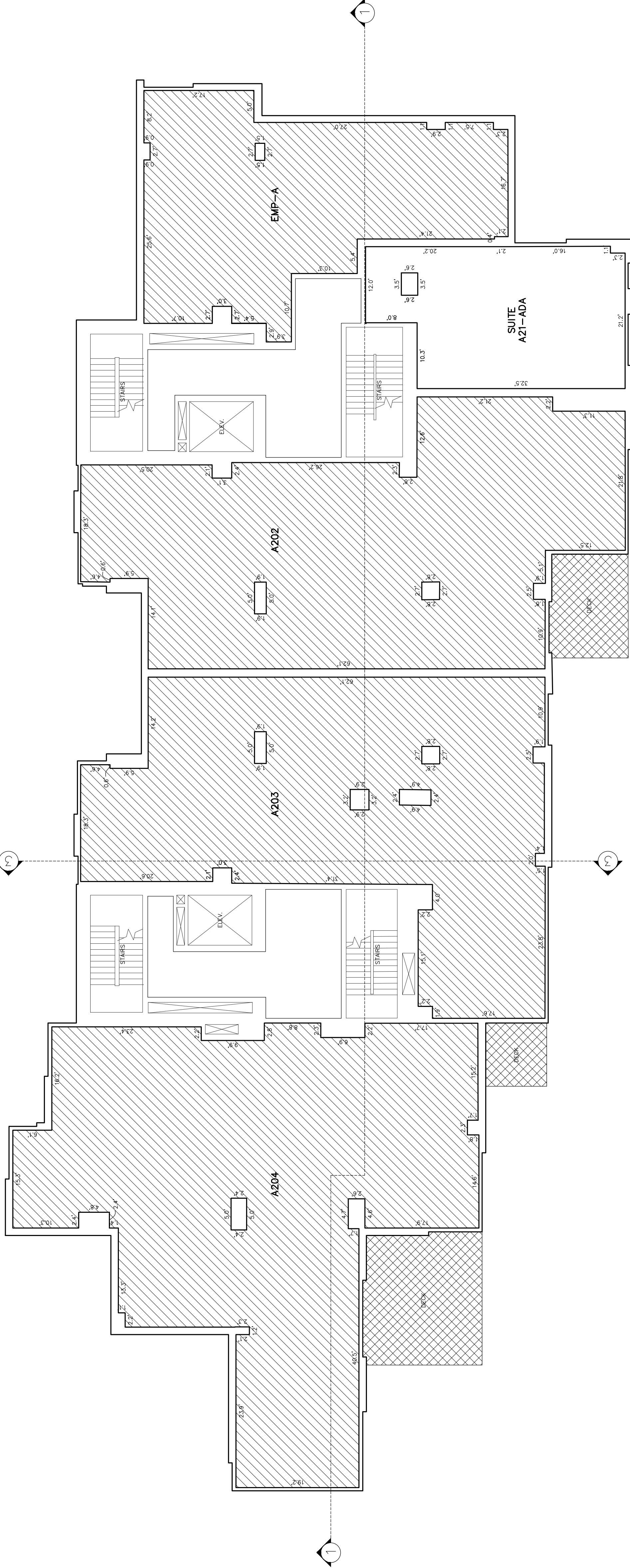
AT THE REQUEST OF _____

FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____

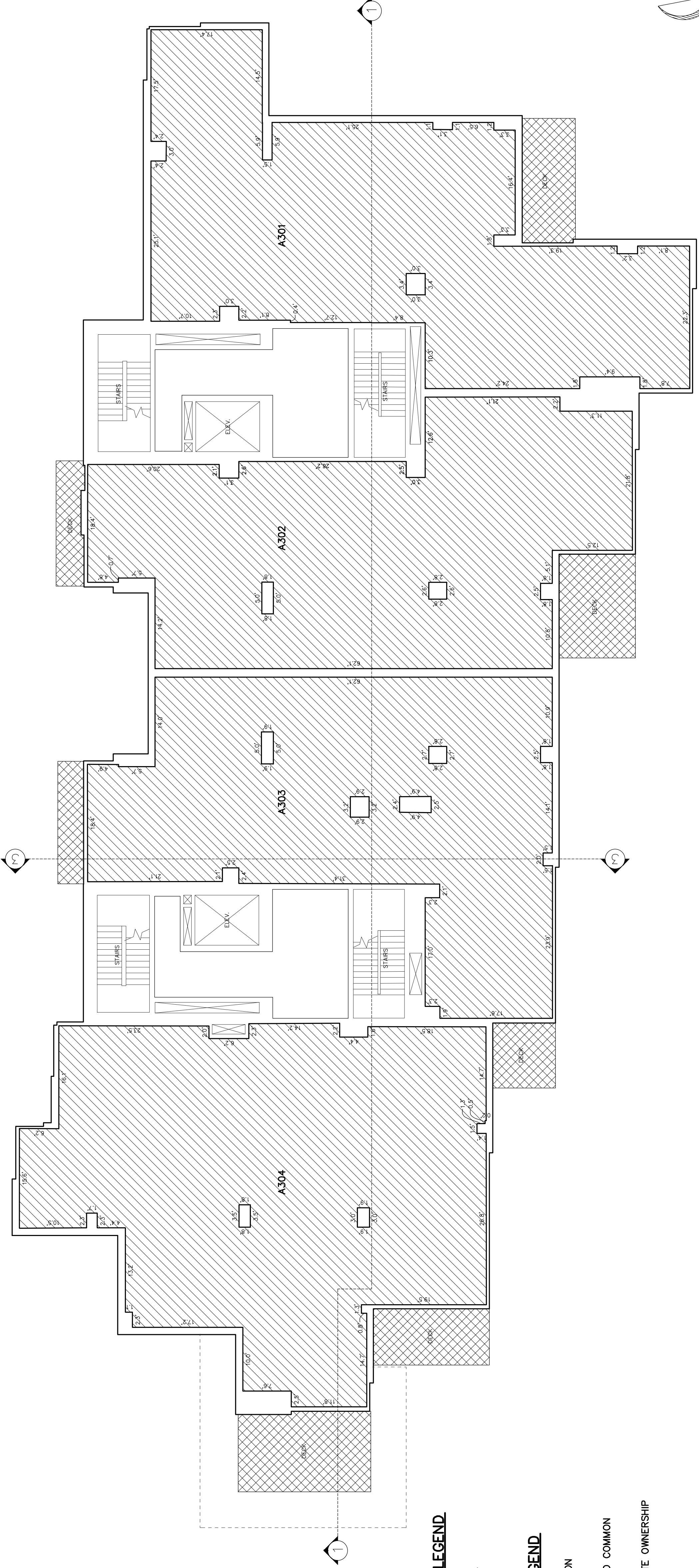
TOWER A - LEVEL TWO
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQARE FOOTAGE
EMP-A	1,473 SF
A202	2,640 SF
A203	2,547 SF
A204	3,208 SF



TOWER A - LEVEL THREE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQARE FOOTAGE
A301	2,714 SF
A302	2,640 SF
A303	2,547 SF
A304	3,200 SF



ABBREVIATION LEGEND

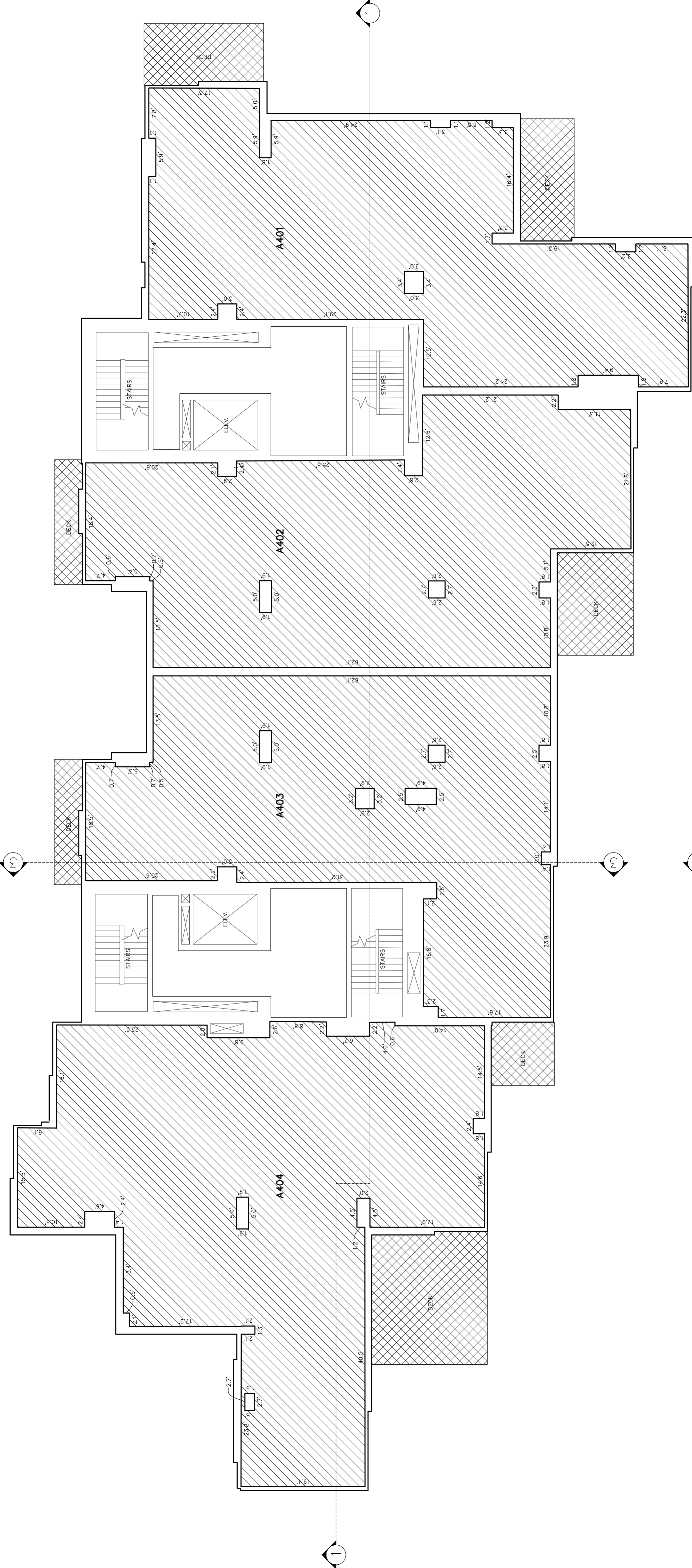
ELEV. = ELEVATOR
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OWNERSHIP LEGEND

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- LIMITED COMMON
- PRIVATE OWNERSHIP

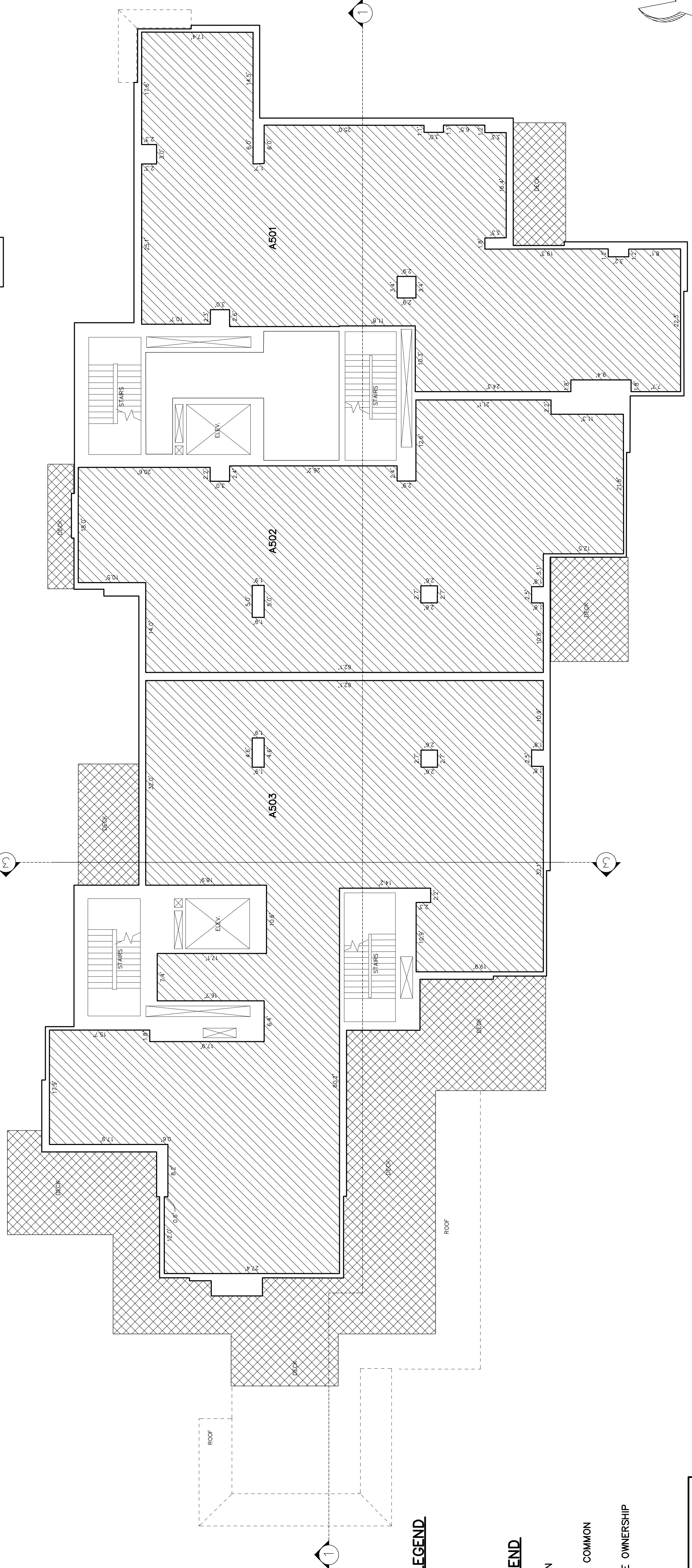
SOMMET BLANC CONDOMINIUMS

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LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



TOWER A - LEVEL FOUR
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQARE FOOTAGE
A401	2,544 SF
A402	2,640 SF
A403	2,547 SF
A404	3,204 SF



TOWER A - LEVEL FIVE
SQUARE FOOTAGE TABLE

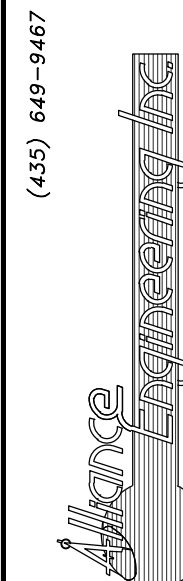
UNIT NUMBER	SQARE FOOTAGE
A501	2,719 SF
A502	2,640 SF
A503	3,944 SF

ABBREVIATION LEGEND

ELEV. = ELEVATOR
STO. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP



(435) 648-9467

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\p1d2018\011118-condo p1d1.dwg 06/09/23 SHEET 6 OF 18

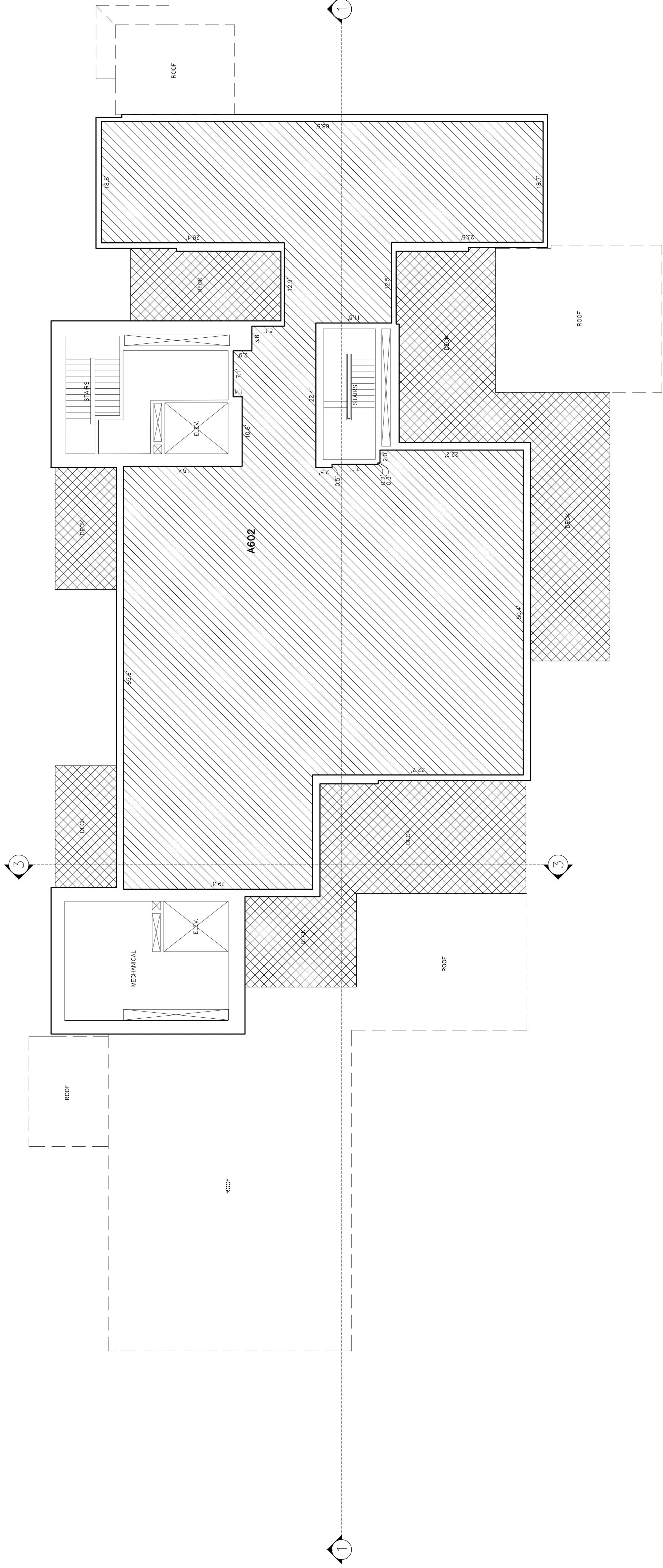
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

FEE _____ RECORDER _____

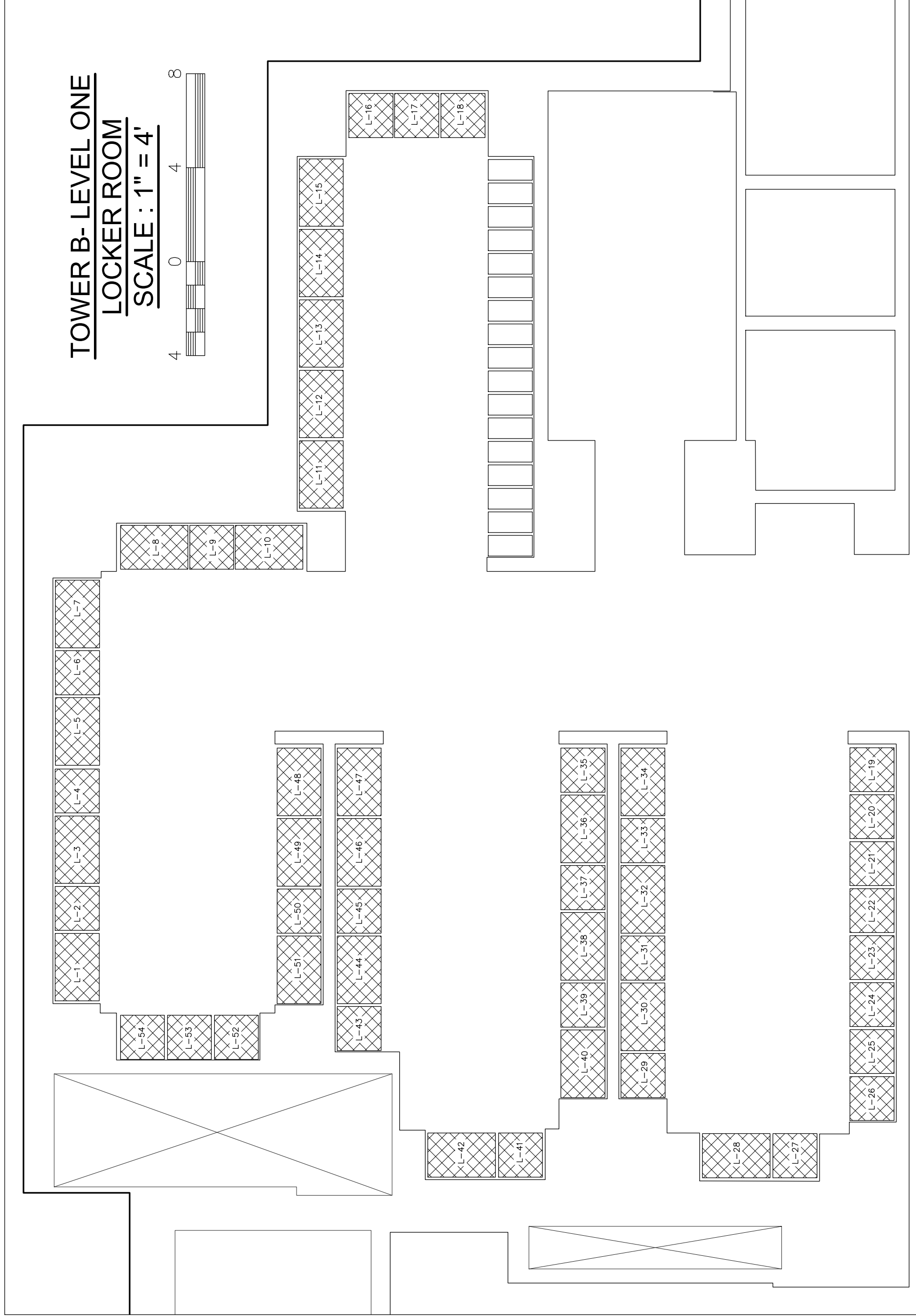
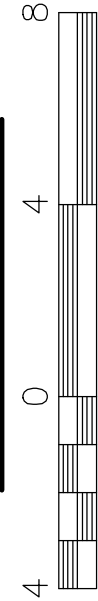
TIME _____ DATE _____ ENTRY NO. _____



TOWER A - LEVEL SIX
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQARE FOOTAGE
A602	5,290 SF

TOWER B- LEVEL ONE
LOCKER ROOM
SCALE : 1" = 4'



ABBREVIATION LEGEND

ELEV. = ELEVATOR
STO. = STORAGE UNIT
L = LOCKER

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

(435) 648-9467

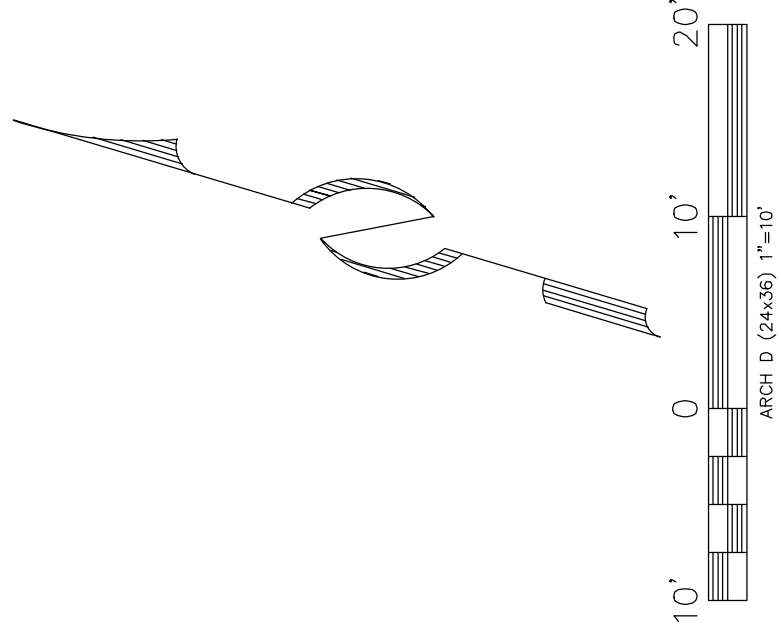
Avance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\p1d2018\011118-condo.plt.dwg 08/09/23 SHEET 7 OF 18

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

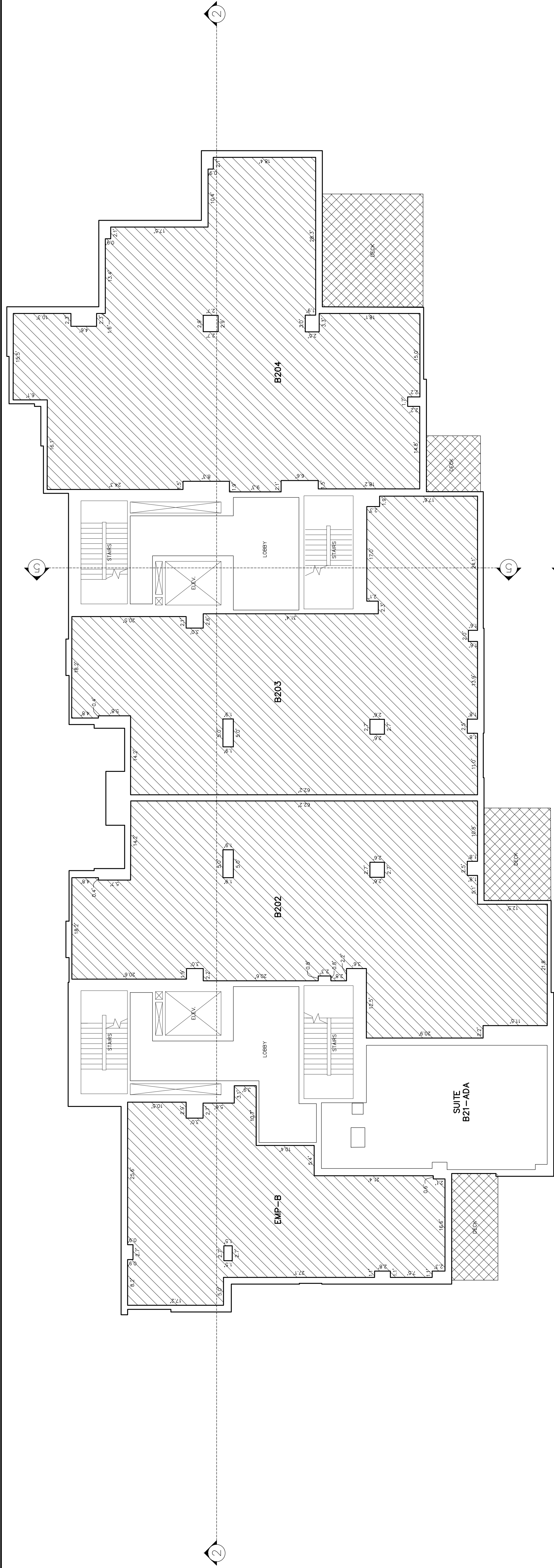
AT THE REQUEST OF _____

FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____

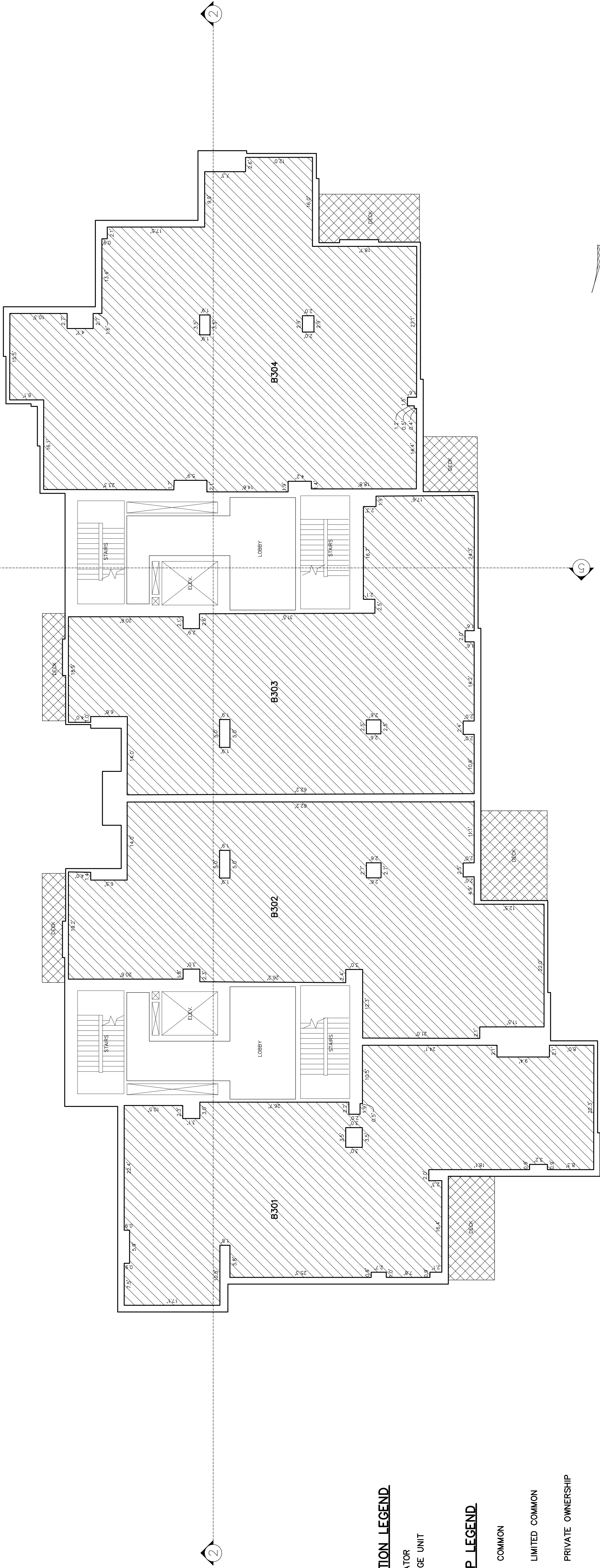
TOWER B - LEVEL TWO
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
EMP-B	1,473 SF
B202	2,652 SF
B203	2,580 SF
B204	2,973 SF



TOWER B - LEVEL THREE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B301	2,549 SF
B302	2,652 SF
B303	2,580 SF
B304	3,195 SF



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OWNERSHIP LEGEND

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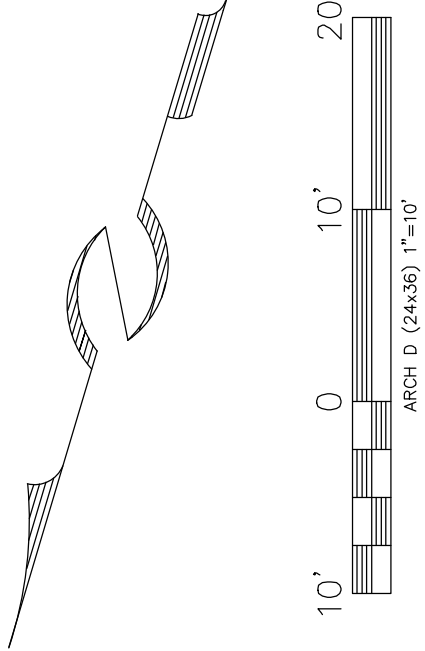
Alance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\p1d2018\011118-condo_p1d1.dwg 06/09/23 SHEET 10 OF 18

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

FEE _____ RECORDER _____

TIME _____ DATE _____ ENTRY NO. _____

TOWER B - LEVEL FOUR
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B401	2,713 SF
B402	2,652 SF
B403	2,580 SF
B404	3,217 SF

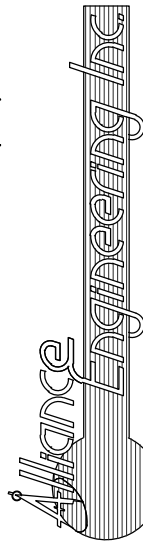
TOWER B - LEVEL FIVE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B501	2,546 SF
B502	2,652 SF
B503	2,580 SF
B504	3,189 SF

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PARK CITY, SUMMIT COUNTY, UTAH

(435) 648-9467



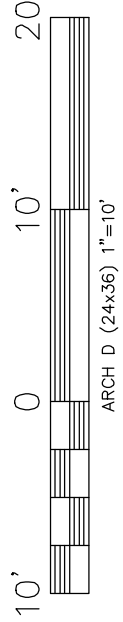
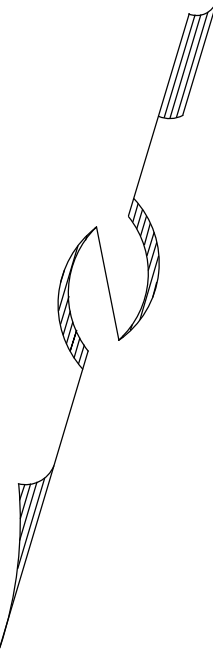
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2864 Park City, Utah 84060-2864

ABBREVIATION LEGEND

ELEV. = ELEVATOR
STO. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP



JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\pld2018\011118-condo.plt.dwg 06/09/23 SHEET 11 OF 18

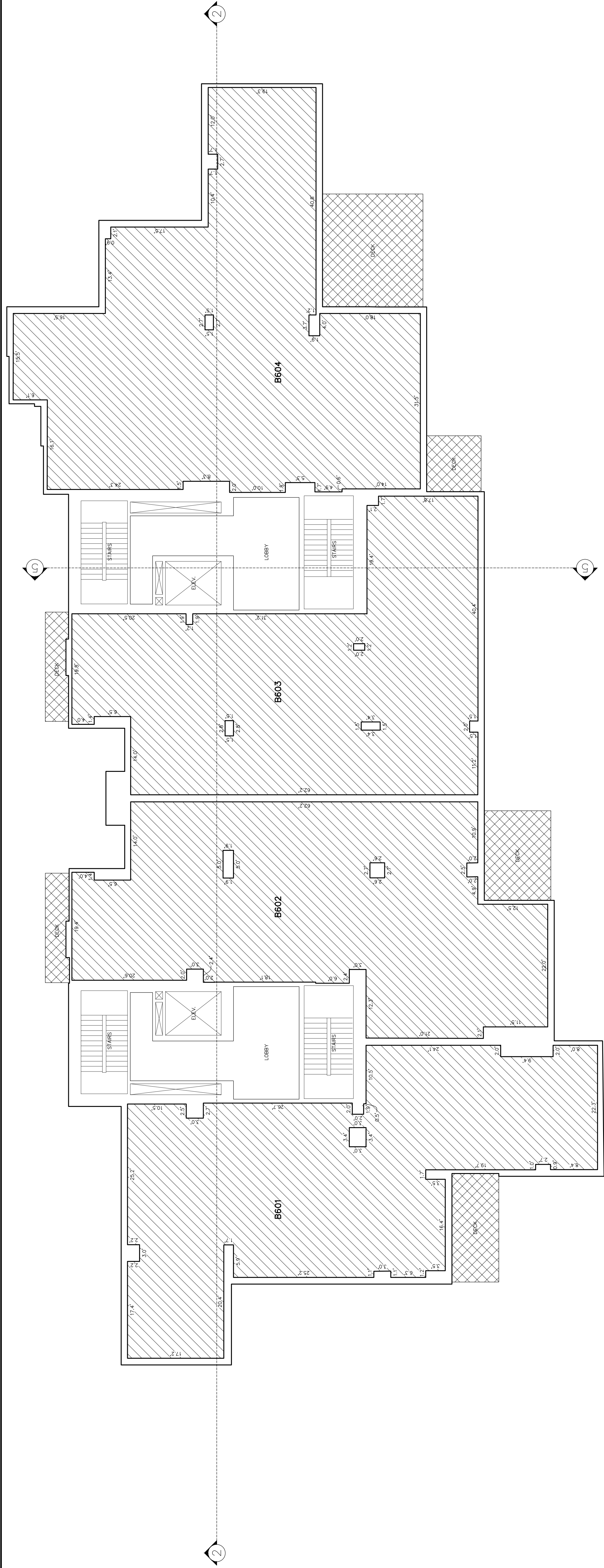
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
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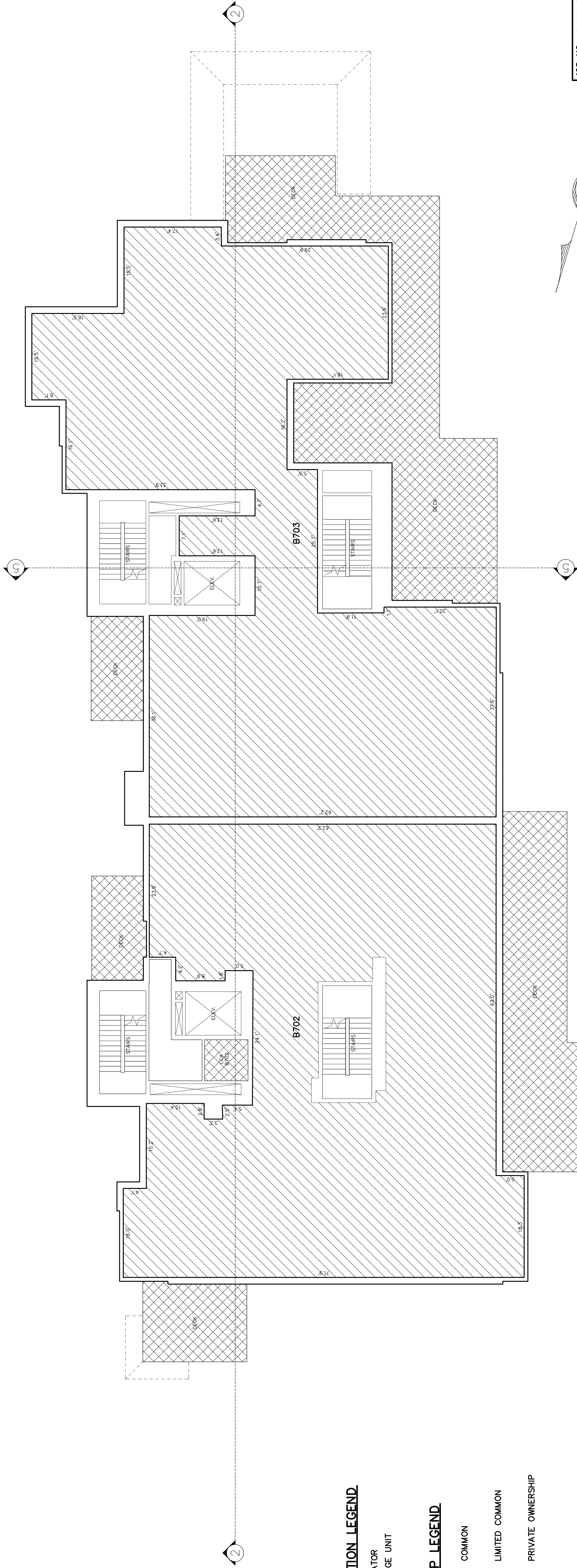
TOWER B - LEVEL SIX
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B601	2,713 SF
B602	2,652 SF
B603	2,580 SF
B604	3,244 SF



TOWER B - LEVEL SEVEN
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B702	4,506 SF
B703	4,848 SF



ABBREVIATION LEGEND

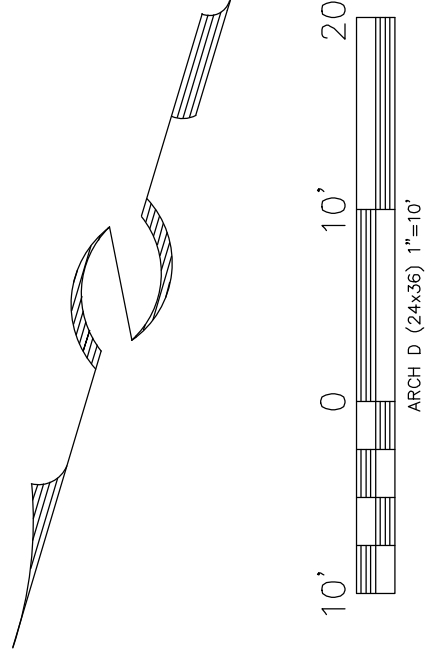
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SOMMET BLANC CONDOMINIUMS

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





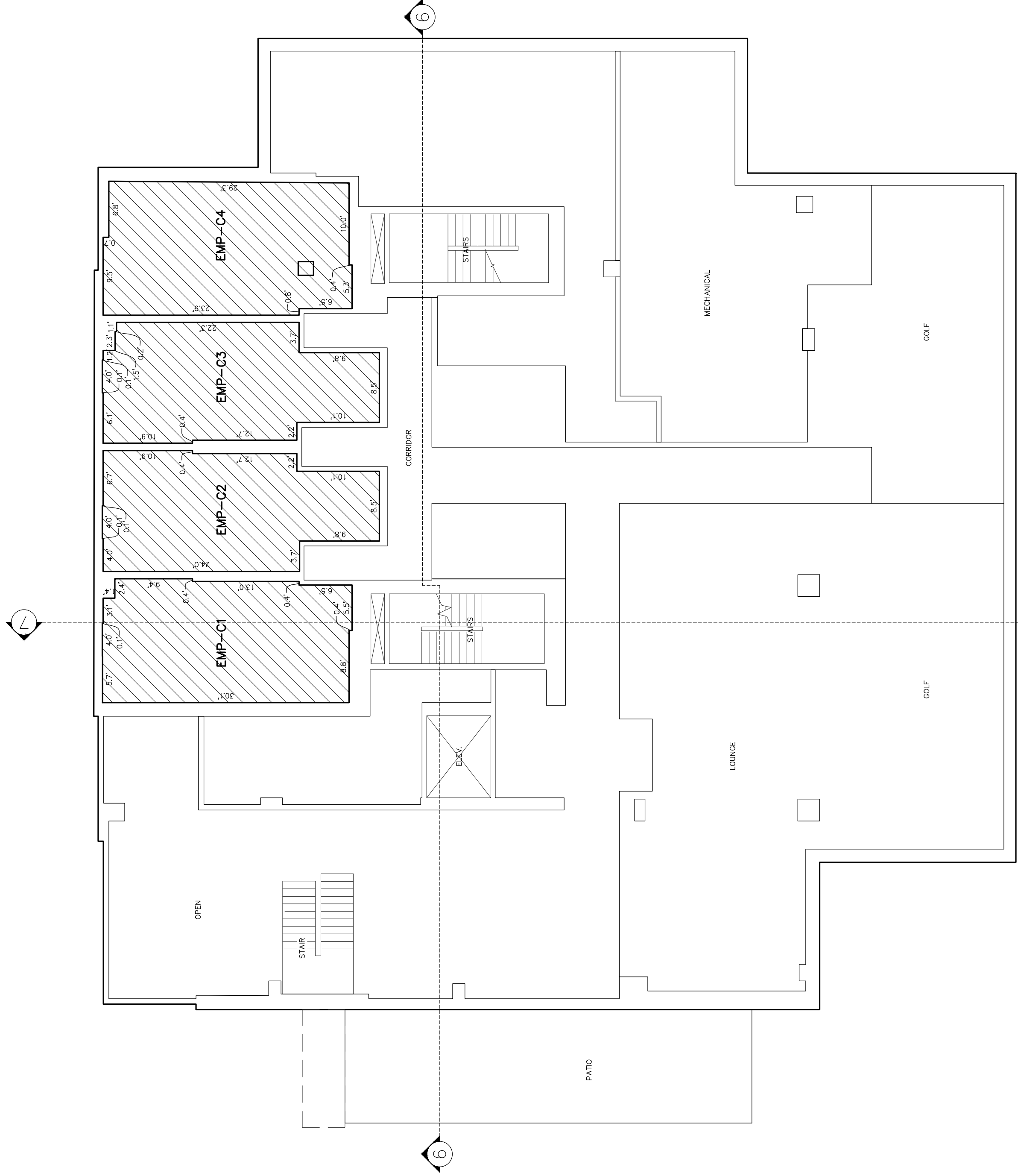
TOWER C - PARKING

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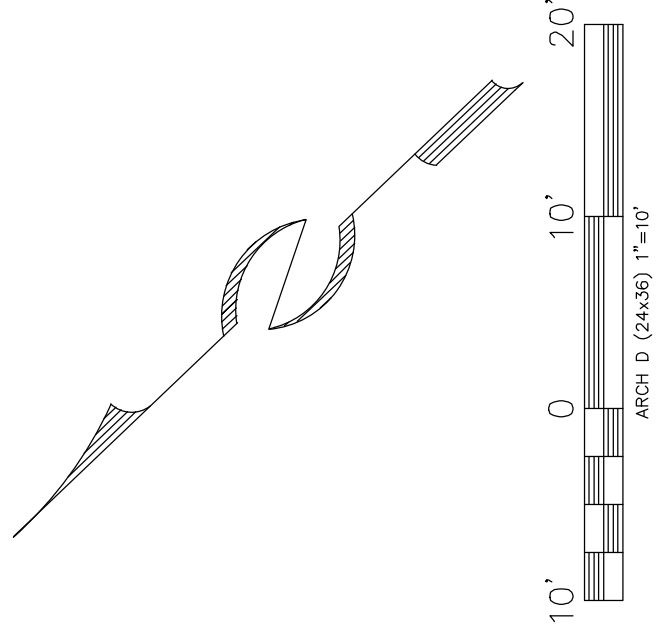
OWNERSHIP LEGEND

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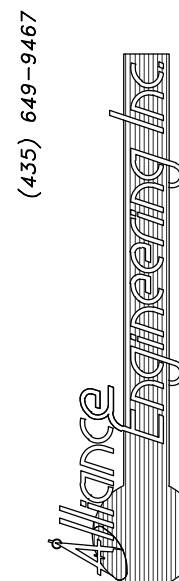
TOWER C - LEVEL ONE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
EMP-C1	444 SF
EMP-C2	431 SF
EMP-C3	425 SF
EMP-C4	479 SF



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JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\p1d2018\011118-condo p1d1.dwg06/29/23

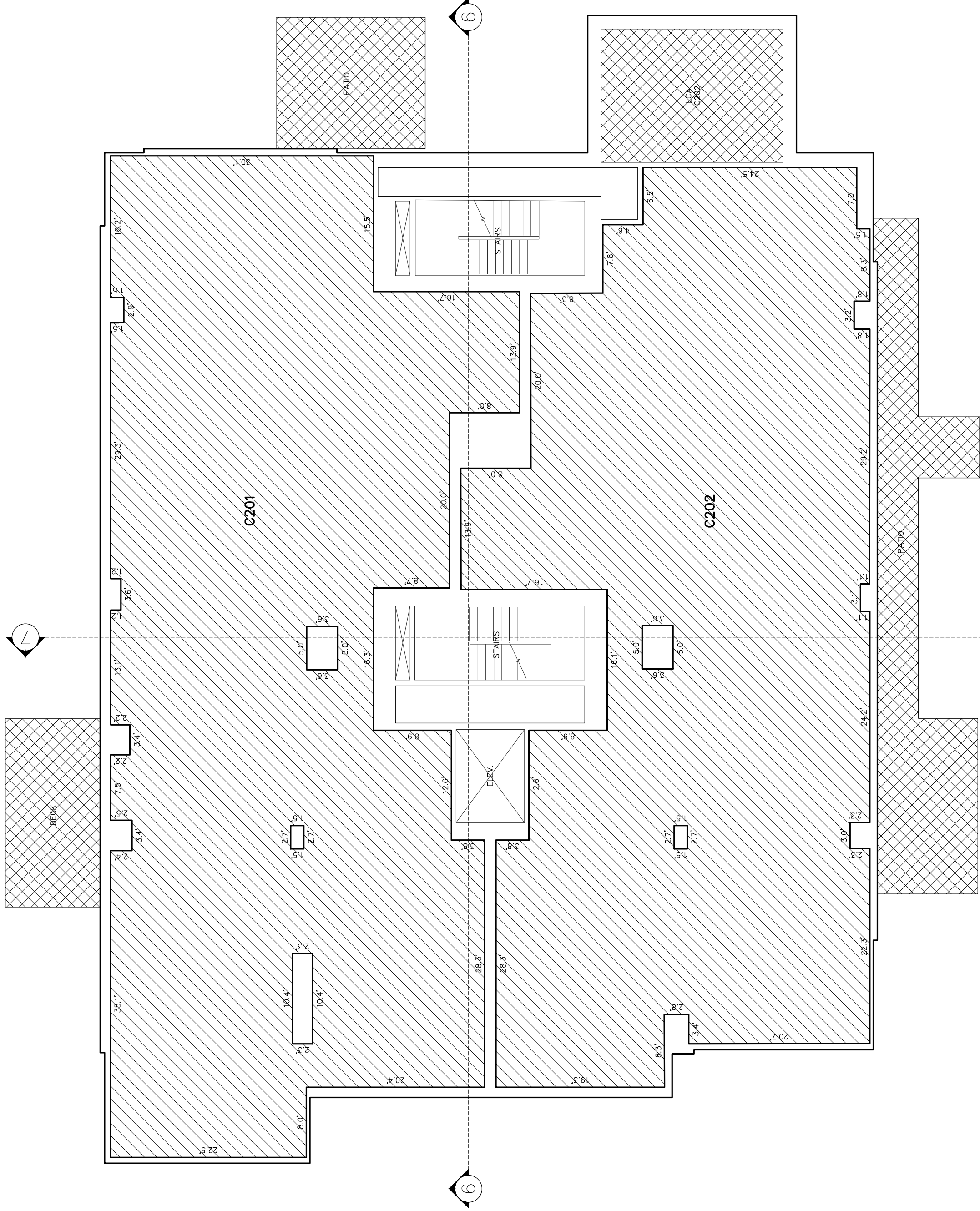
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

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FEE RECORDER

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ABBREVIATION LEGEND

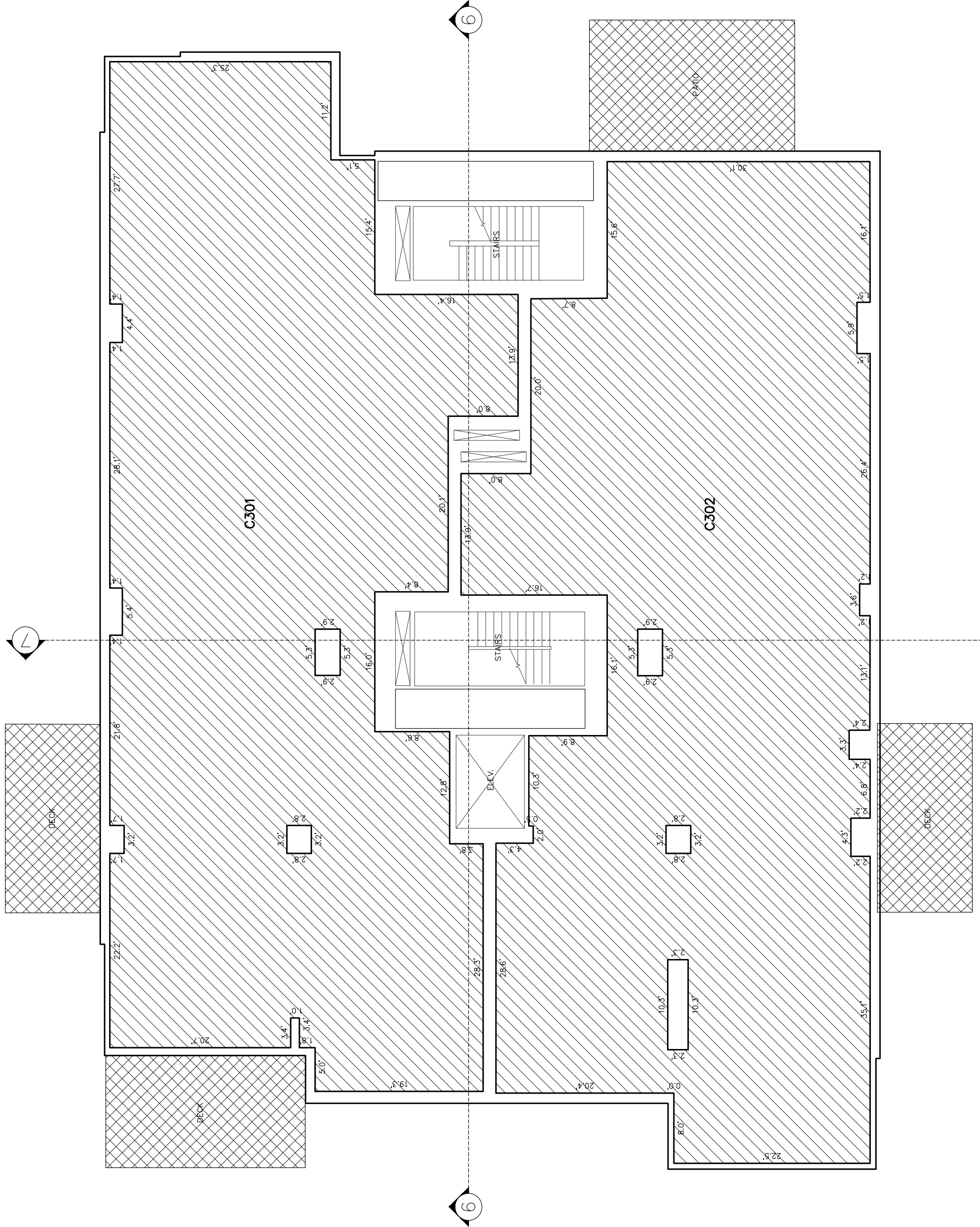
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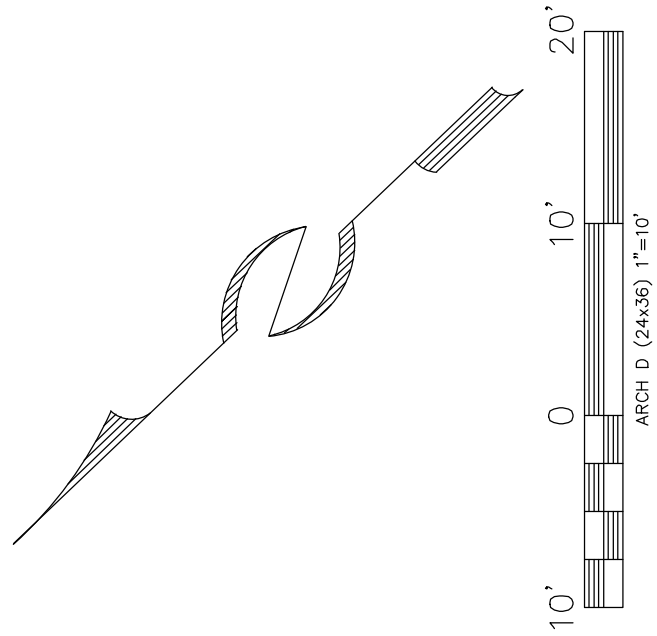
**TOWER C - LEVEL TWO
SQUARE FOOTAGE TABLE**

UNIT NUMBER	SQUARE FOOTAGE
C201	4,180 SF
C202	3,840 SF



**TOWER C - LEVEL THREE
SQUARE FOOTAGE TABLE**

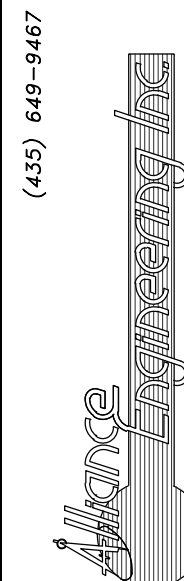
UNIT NUMBER	SQUARE FOOTAGE
C301	4,208 SF
C302	4,195 SF



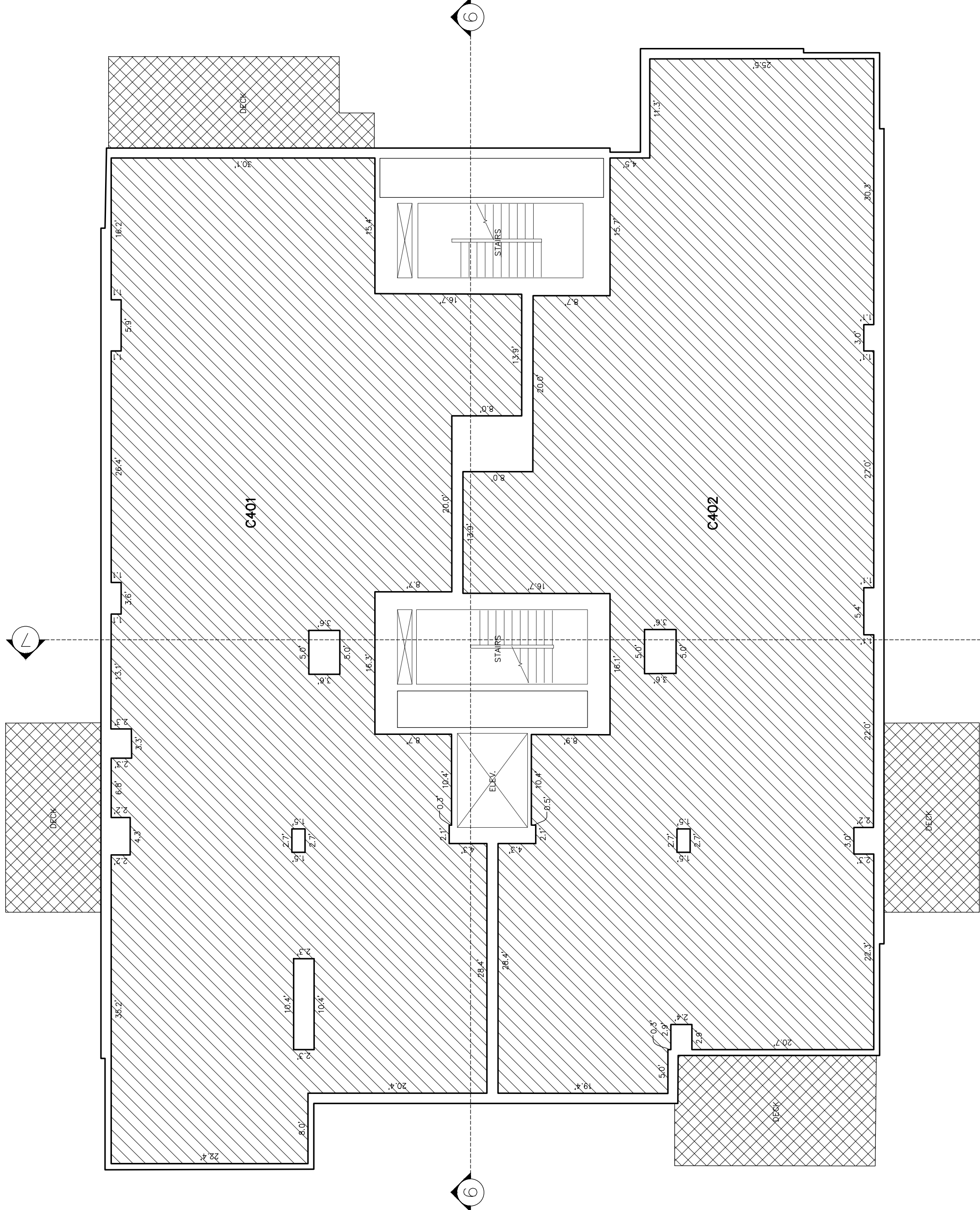
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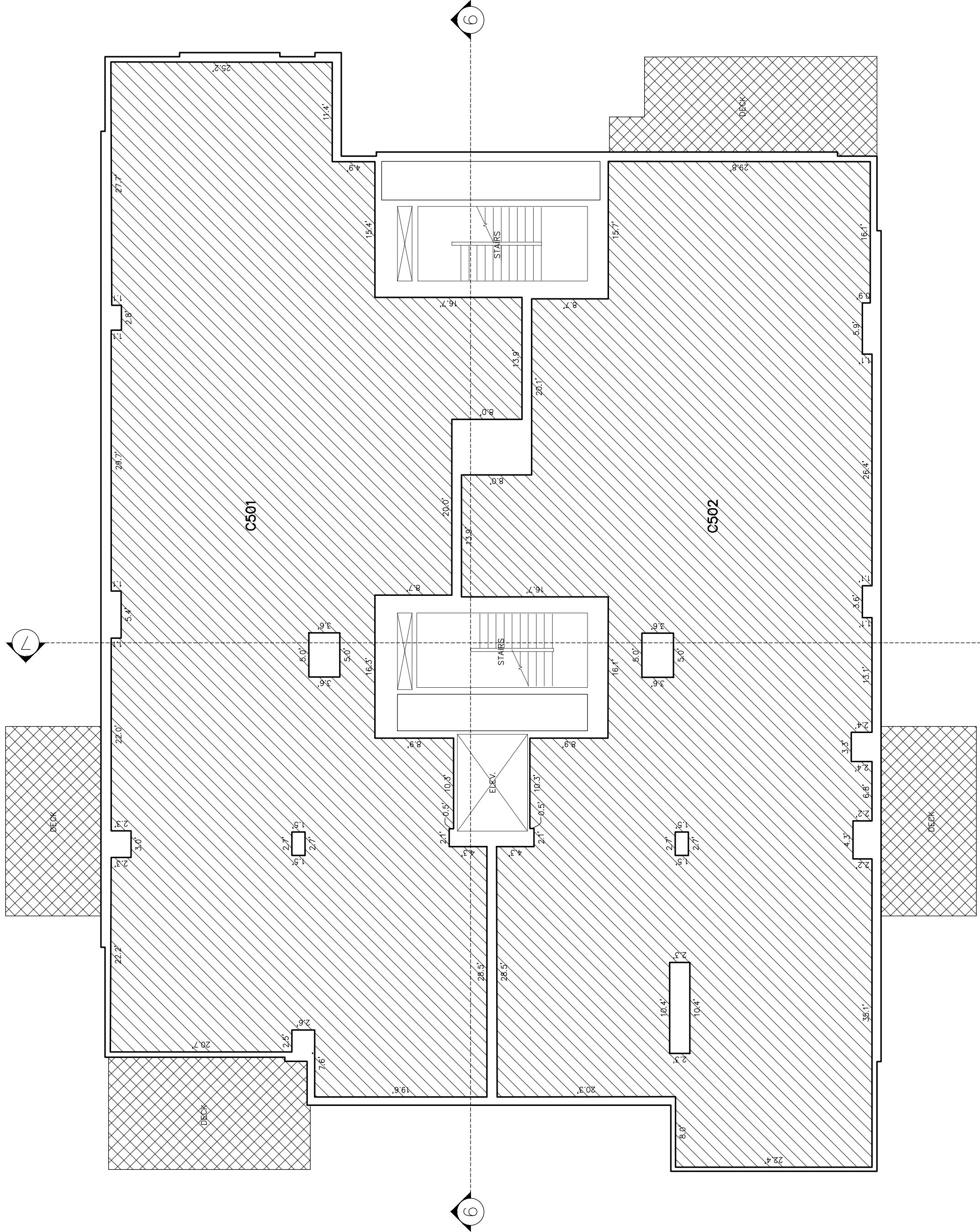
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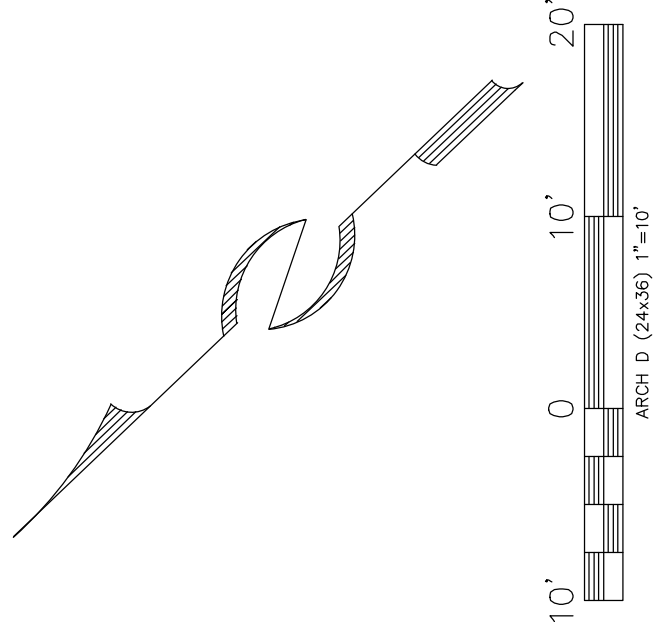
**TOWER C - LEVEL FOUR
SQUARE FOOTAGE TABLE**

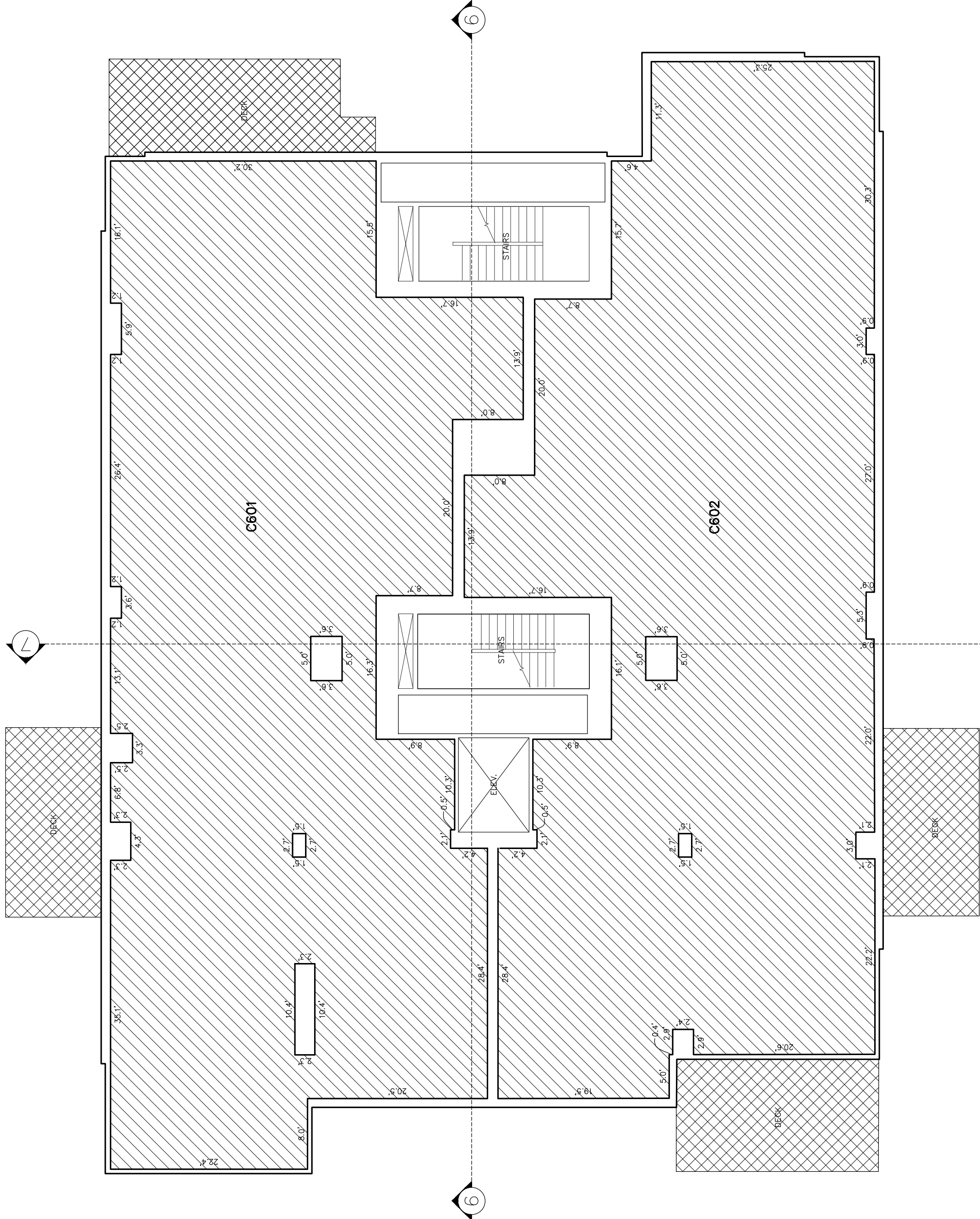
UNIT NUMBER	SQUARE FOOTAGE
C401	4,190 SF
C402	4,208 SF



**TOWER C - LEVEL FIVE
SQUARE FOOTAGE TABLE**

UNIT NUMBER	SQUARE FOOTAGE
C501	4,208 SF
C502	4,195 SF





TOWER C - LEVEL SIX
SQUARE FOOTAGE TABLE

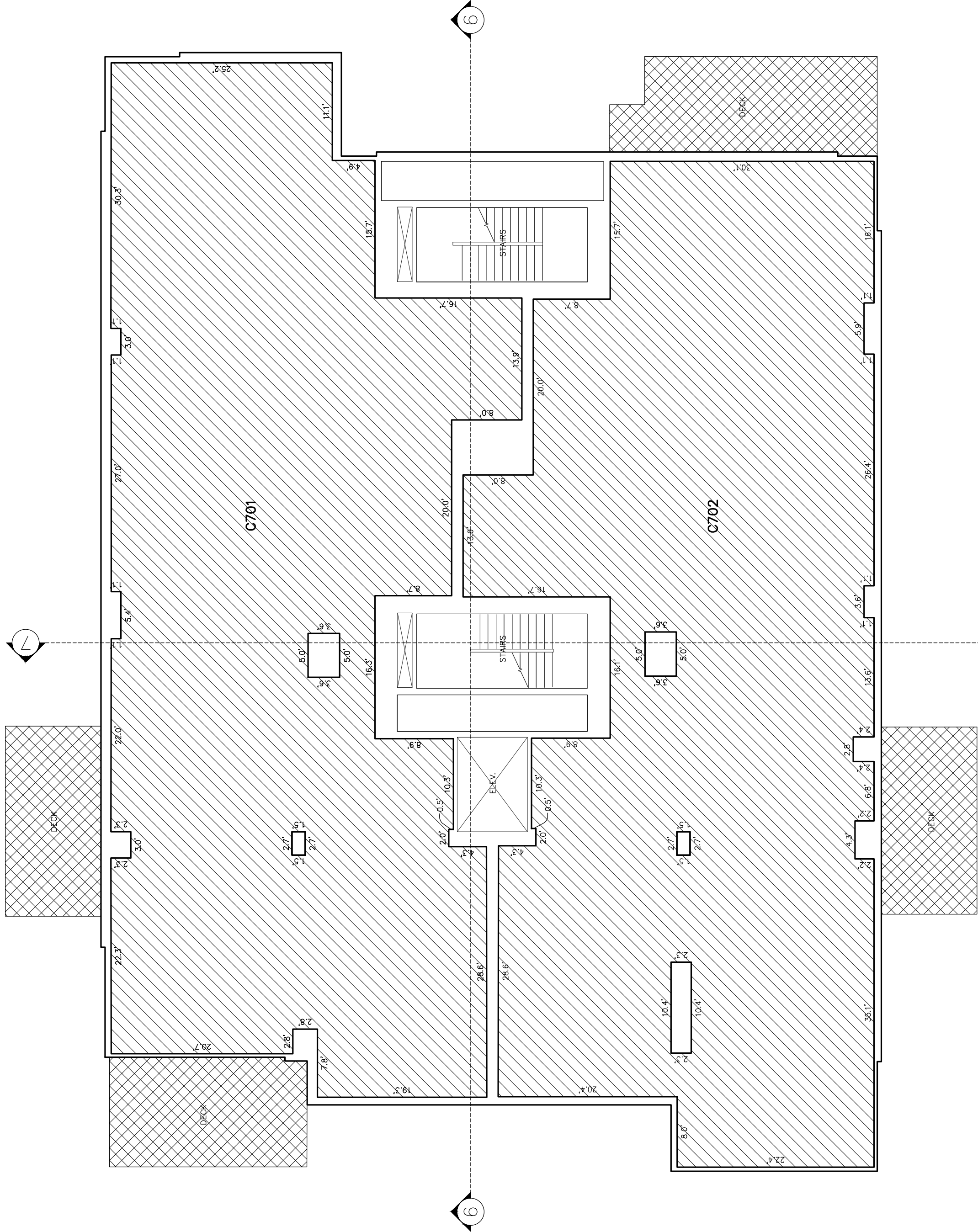
UNIT NUMBER	SQUARE FOOTAGE
C601	4,190 SF
C602	4,208 SF

ABBREVIATION LEGEND

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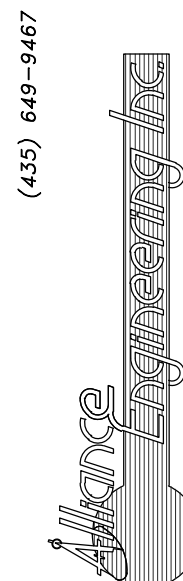
OWNERSHIP LEGEND

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TOWER C - LEVEL SEVEN
SQUARE FOOTAGE TABLE

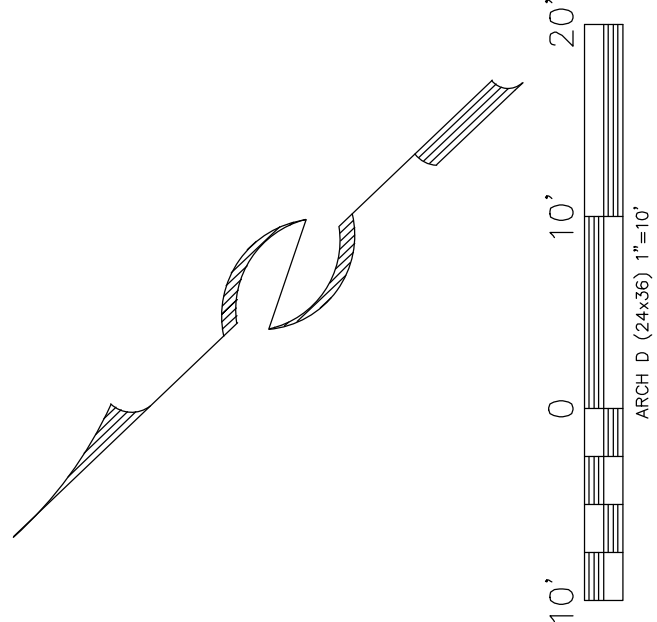
UNIT NUMBER	SQUARE FOOTAGE
C701	4,208 SF
C702	4,195 SF

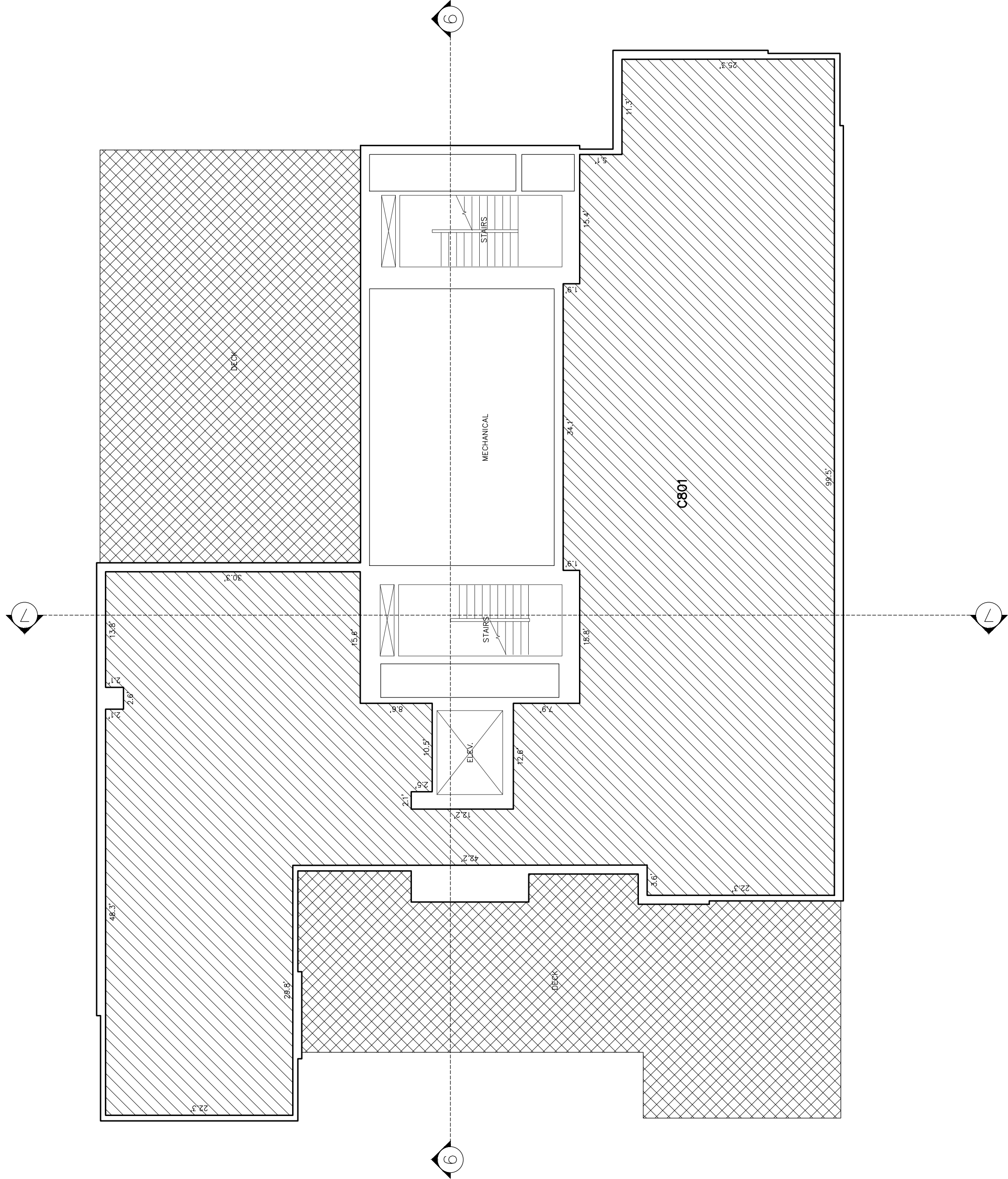


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SOMMET BLANC CONDOMINIUMS

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PARK CITY, SUMMIT COUNTY, UTAH





TOWER C - LEVEL EIGHTH
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C801	5,095 SF

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OWNERSHIP LEGEND

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Advance

Engineering Inc

CONSULTING ENGINEERS

LAND PLANNERS

SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS

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PARK CITY, SUMMIT COUNTY, UTAH

10'

0

10'

20'

ARCH D (24x36) 1"=10'

JOB NO.: 1-11-18

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08/09/23

SHEET 17 OF 18

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF

FEE

REORDER

TIME

DATE

ENTRY NO.

Ordinance No. 2022-33

AN ORDINANCE APPROVING THE SOMMET BLANC CONDOMINIUMS, LOCATED AT 9300 MARSAC AVENUE, PARK CITY, UTAH

WHEREAS, the owners of the property located at 9300 Marsac Avenue petitioned the City Council for approval of the Sommet Blanc Condominiums Plat; and

WHEREAS, on June 28, 2022, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission and City Council public hearings; and

WHEREAS, on June 29, 2022, the *Park Record* published notice for the Planning Commission and City Council public hearings; and

WHEREAS, on July 13, 2022, the Planning Commission reviewed the proposed Sommet Blanc Condominiums and held a public hearing; and

WHEREAS, on July 13, 2022, the Planning Commission forwarded a positive recommendation for City Council's consideration on September 1, 2022; and

WHEREAS, on September 1, 2022, the City Council reviewed the Sommet Blanc Condos and held a public hearing; and

WHEREAS, the Sommet Blanc Condominiums Plat is consistent with the 2007 Flagstaff Development Agreement as Amended, the Pod B2 Master Planned Development as Amended, and the Conditional Use Permit for Multi-Unit Dwellings, approved by the Planning Commission on March 9, 2022;

WHEREAS, the Sommet Blanc Condominiums is consistent with the Park City Land Management Code, including Chapters 15-2.13 *Residential Development Zoning District*, and Sections 15-7.3-2 *General Subdivision Requirements* and 15-7.3-3 *General Lot Design Requirements*.

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

SECTION 1. APPROVAL. The Sommet Blanc Condominiums is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Sommet Blanc Condominium Plat proposes 3 lodges, with 49 residential units (162,000 square feet), 6 Deed restricted Units, 2 ADA Units, and 1 Restaurant (3,559 square feet).
2. The Condominium plat is located in the Residential (RD) Zone.

3. The Condominium plat is subject to the requirements of the 2007 Flagstaff Development Agreement (DA) as amended, the 2007 Empire Pass Pod B2 Master Planned Development (MPD) as amended, 14 specific technical reports, the 2017 B2 East Subdivision and the approved Conditional Use Permit for a Multi-Unit Dwelling by the Planning Commission on March 9, 2022.
4. On March 9, 2022, the Planning Commission approved an Amendment to the 2007 Empire Pass B-2 Master Planned Development as well as the DA and a Conditional Use Permit to review impacts of a Multi-Unit Dwelling and allow a modification to design and volumetrics, including a height exception.
5. On April 18, 2022, the City received an application for the Sommet Blanc condominium plat.
6. On May 9, 2022, staff deemed the application complete.
7. The proposed condominium plat memorializes density, size and configuration of proposed units and identifies areas of private and common ownership.
8. Multi-Unit Dwellings are a Conditional Use in the RD Zone.
9. Through the Flagstaff Annexation and 2007 Flagstaff DA, density was allocated to clustered developments through Empire Pass.
10. On March 14, 2007, the Planning Commission approved an MPD for Pod B2 at Empire Pass as an amendment to the July 28, 2004 Village at Empire Pass MPD allocating 81 multi-family Unit Equivalents (UEs) in not more than 70 condominium units.
11. The Applicant recorded a Development Covenant which allocates 3,600 sf of Resort Support Commercial from the maximum 75,000 sf allowed in Resolution 20-99 that granted the equivalent of a "large-scale" MPD.
12. On July 5, 2022 the Planning Director made a Determination of Setback Requirements for Unusual Lot Configurations pursuant to § 15-4-17.
13. The RD Front Setback of 20 feet for the Main Building and 25' for a front facing garage complies.
14. The RD Rear Setback of 15 feet complies.
15. The RD Side Setback of 12 feet complies.
16. On March 9, 2022, the Planning Commission approved an amendment to the Pod B2 MPD that modified a Condition of Approval to allow a height exception for Building A of 82 feet and an allowance of 94 feet for Building B and 106 feet for Building C above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point).
17. Condition of Approval (COA) #48 from the approved CUP requires a restriction that limits elevator overruns and mechanical screening to extend no more than three feet (3') above permitted Building Height as shown in plans approved on March 9, 2022.
18. Building A reaches a maximum USGS elevation of 8,423' 4" over a benchmark of 8,345' (max allowed USGS 8,462') and a height of 81 feet 4 inches.
19. Building B reaches a USGS elevation of 8,452' 4.5" over a benchmark of 8,362' (max allowed USGS 8,474') and a height of 91' 7.25".
20. Building C reaches a USGS elevation of 8,482' 3.5" over a benchmark of 8,376' 6" (max allowed USGS 8,486') and a height of 105' 8.25".
21. Per LMC §[15-3](#), Buildings A, B and C require 142.6 off street parking spaces for

residential and restaurant uses

22. Each market rate and affordable unit will have one parking stall assigned to the unit. Per Flagstaff DA, the parking stall requirement is reduced by 25% to 107.1 rounding to 107 parking spaces.
23. The 2007 MPD permits *up to* 75 parking spaces on the B2 East site for the benefit of Deer Valley's adjacent Fireside Dining operation in the Empire Day Lodge.
24. The Sommet Blanc project includes 56 tandem parking spaces within a parking deck dedicated for valet parking by Deer Valley.
25. Sommet Blanc Residences will provide 163 parking spaces.
26. Subject to the COAs of the Amended DA - 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 March 9, 2022.
27. 49 Market rate units are proposed for a total of 162,000 square feet or 81 UEs.
28. Two ADA units are proposed for a total of 1,609 square feet. These must remain Common Space.
29. AUEs and ADA units are not calculated in the overall residential square footage.
30. The Residential Accessory Use was not counted in the DA or the MPD, the applicant proposes a total of 141,660 sf.
31. The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs). The applicant proposes six (6) Affordable housing units (Four Studio apartments and two, two-bedroom units) for a total of 5.9 AUEs or 4,683 sf.
32. Affordable Units constructed on site do not count toward the Residential Unit Equivalents of an MPD and are therefore exempt from project Density.
33. The name Sommet Blanc Condominiums does not duplicate any existing Subdivision.
34. The Lot and site disturbance has been extensively reviewed by the Planning Commission and the Planning Department.
35. No Open Space is required at this time due to Sommet Blanc Condominiums being a development under the 2007 Flagstaff DA which had designated development pods and dedicated open space. Sommet Blanc is located in development Pod B.
36. The Pod B2 MPD Conclusion of Law #10 notes that the Flagstaff Annexation was not included in the Sensitive Lands Overlay.
37. The property is the site of the historic Mazepah mine shaft. In August of 2018, the EPA confirmed that all work performed to remediate and remove soil under an Administrative Settlement and Order on Consent for Removal Action was in accordance with EPA requirements.
38. The proposed structure meets the Design Guidelines within the Empire Pass Design Guidelines in effect for Empire Pass as amended by the Planning Commission on March 9, 2022 and approved by the Empire Pass Design Review Board.
39. The proposed Condominium plat allows for reasonable driveway Access.
40. Through extensive Planning Commission review, a site plan creating a

significantly smaller disturbance to the Lot, allowed for a 3.06-acre Conservation Easement.

41. The Sommet Blanc CUP and Amendment to the Flagstaff DA and Pod B2 MPD required 49 COAs be met.
42. The proposed Condominium Plat complies with Land Management Code Section 15-7.3-2, as outlined in the staff report, and conditioned below.
43. The proposed Condominium Plat complies with Land Management Code Section 15-7.3-3, as outlined in the staff report, and conditioned below.
44. The proposed Condominium Plat complies with the Conditions of Approval outlined in the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement Final Action Letter.

Conclusions of Law

1. There is Good Cause for this Condominium Plat because it consistent with the density and uses identified in the approved DA, Pod B2 Master Planned Development, and CUP as amended. The condominium plat allows for the sale of individual units and provides six affordable housing units on site.
2. The proposed Subdivision complies with Land Management Code § 15-7.3-2 *General Subdivision Requirements*, as outlined in the staff report, and conditioned below.
3. The proposed Subdivision complies with Land Management Code § 15-7.3-3 *General Lot Design Requirements*, as outlined in the staff report, and conditioned below.
4. The proposed Subdivision complies with the Conditions of Approval outlined in the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement Final Action Letter.
5. The Condominium Plat complies with Land Management Code Chapters 15-2.13 *Residential Development Zoning District*, as outlined in the staff report, and conditioned below.
6. Neither the public nor any person will be materially injured by the proposed Condominium Plat.
7. Approval of the Sommet Blanc Condominiums 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 Planning Director, City Attorney, and City Engineer will review and approve the final form and content of the Condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The Applicant shall record the Condominium plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval will be void, unless the Applicant submits a request for an

extension in writing prior to the expiration date and an extension is granted by the City Council.

3. The City Engineer shall review and approve all lot grading, utility installations, public improvements, and drainage plans for compliance with City standards as a condition precedent to building permit issuance.
4. Final utility and access shall be reviewed and approved by the Park City Fire District, City Engineer and City Attorney as a condition precedent to plat recordation.
5. The property is not located within the Soils Ordinance and therefore it is not regulated by the City for mine-related impacts. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
6. The affordable housing obligations outlined in the 2022 CUP Conditions of Approval shall be satisfied prior to City issuance of a Certificate of Occupancy.
7. The Applicant shall submit draft deed restrictions in compliance with the approved affordable Units for review and approval by the Planning, Housing, and Legal Departments prior to submitting the mylar. The deed restrictions shall be approved, executed, and recorded simultaneously with the condominium plat.
8. No Certificate of Occupancy for any market rate unit shall be issued by the City until the affordable employee units required for that phase of development are complete and deed restrictions, in a form approved by the City Attorney's Office, are recorded.
9. 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 March 9, 2022 and approved by the Empire Pass Design Review Board.
10. The Limits of disturbance shall not cross into the Conservation Easement except for allowances stated within the Conservation Easement, including such maintenance for the Mid-Mountain Trail and an access route for the Snyderville Basic Water Reclamation District.
11. The extension of the existing road and curb cut and all new utility lines shall meet compliance with all requirements as directed by the City Engineering Department.
12. Interior and exterior fire sprinkler systems may be required by the Park City Fire District at the time of Building Permit review.
13. The Applicant will record a Conservation Easement on 3.06 acres on the upper portion of the site prior to Condominium Plat recordation.
14. All Conditions of Approval outlined in the approval for the Multi-Unit Dwelling Conditional Use Permit and Modifications to the Master Planned Development and Development Agreement shall be completed by their specified dates noted in the Final Action Letter from March 9, 2022.
15. Two ADA units are proposed for a total of 1,609 square feet. These units are to remain as Common Area.
16. Existing 10' temporary power easement on plat must be vacated or re-located outside the building footprint prior to recordation.
17. CC&Rs shall be reviewed and updated to meet compliance with Affordable Unit

Conditions of Approval prior to recordation.
18. The Mid-Mountain Trailhead parking lot shall be constructed by 10/15/24.

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

PASSED AND ADOPTED this 1st day of September, 2022.

PARK CITY MUNICIPAL CORPORATION

DocuSigned by:

Nann Worel

57775BCB46414E6

Nann Worel, MAYOR

ATTEST:

DocuSigned by:

Michelle Kellogg

E5F905BB533F431...

City Recorder



APPROVED AS TO FORM:

DocuSigned by:

Mark Harrington

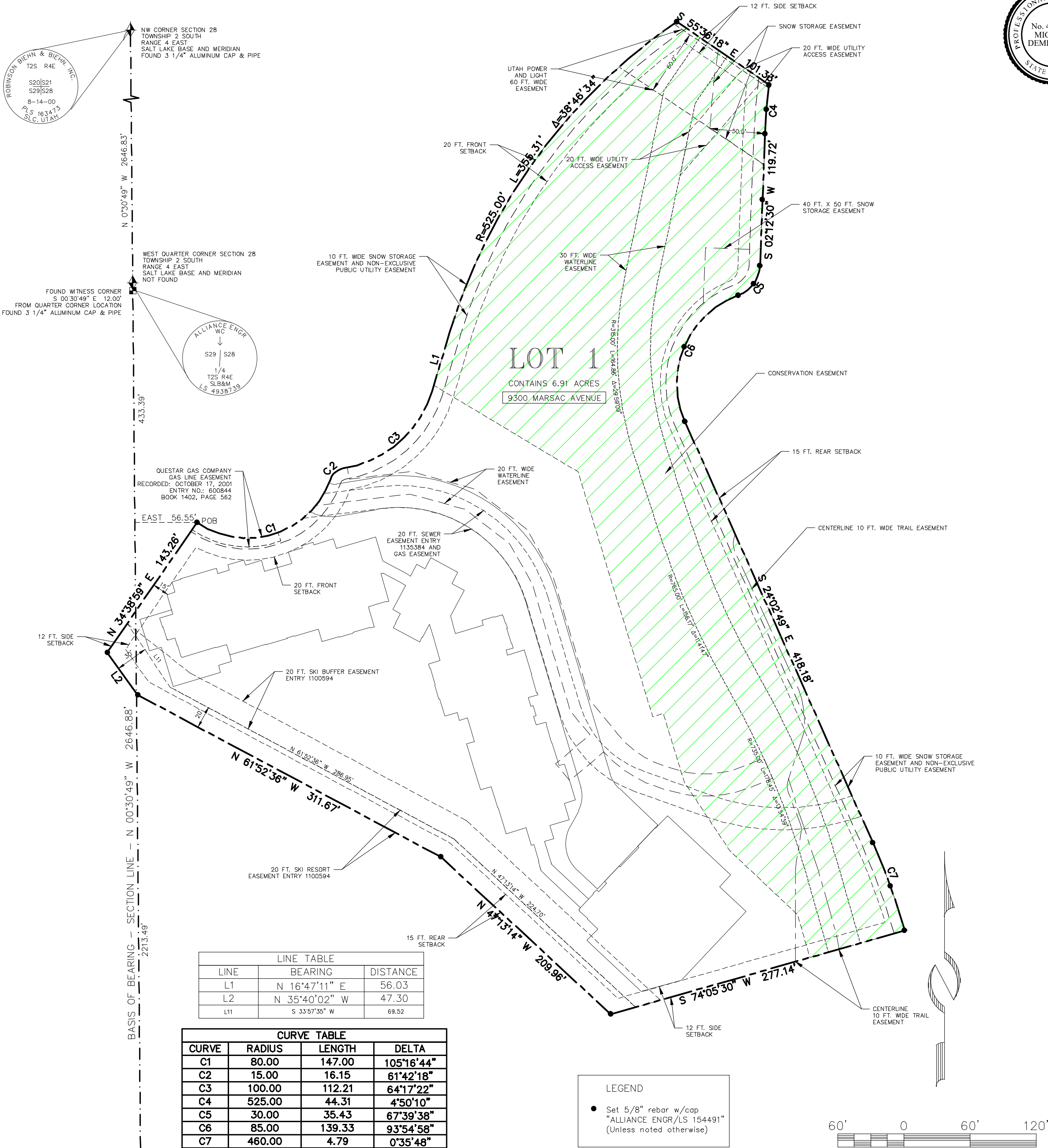
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City Attorney's Office

Attachment 1: Plat Map

NOTES:

- This plat is subject to the Conditions of Approval in Ordinance 2022-_____.
- All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain recorded at Summit County on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"), and associated technical reports and agreements, continue to apply.
- Conditions of approval of the Village at Empire Pass Master Planned Development, approved July 28, 2004, and the Pod B-2 at Empire Pass Master Planned Development, approved March 14, 2007 as amended March 9, 2022, and the B2 East Subdivision plat recorded March 7, 2018 as Entry Number 1087538 shall continue to apply.
- The dimensions of the private spaces and square footage calculations are based on drawings supplied by Olson Kundig Architects. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Sommet Blanc, a Utah Condominium Project. Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
- All areas outside of the building and within the property boundary are designated as common area unless specified otherwise as limited common area on Sheets 2 through 17 of this condominium plat.
- All common structural elements are designated as Common Areas and Facilities, as described in the Declaration of Condominium.
- Building ties on this sheet are from the property line to the building foundation wall as shown.
- All Common Areas and Facilities are dedicated as nonexclusive easements to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Service District, and Summit County for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
- Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lot.
- Units EMP-A, EMP-B, EMP-C1, EMP-C2, EMP-C3 & EMP-C4 are deed restricted employee/affordable housing units.
- Suites A21 & B21 are part of the Common Area of the project and are designed to be accessible by persons with disabilities as required by Park City Municipal Corporation.
- Wastewater service to B2 East Subdivision shall be provided by the Snyderville Basin Water Reclamation District ("SBWRD"). A Line Extension Agreement approval letter was provided by SBWRD on March 17, 2020, in connection with that certain Line Extension Agreement for Public Wastewater System dated March 16, 2020 (the "Line Extension Agreement"). The owner shall be responsible for extending the public wastewater system within the property according to requirements of the Line Extension Agreement. Easements associated with the Line Extension Agreement are depicted on the plat.
- The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
- This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.
- The Empire Pass Master Owners Association, Inc. (the "Master Association"), together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass (as amended the "Master Declaration") requires the membership of each lot or unit owner. Members are subject to the terms of the Master Association's articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.
- Owners and potential buyers of any parcel, unit or land within the lot or parcel depicted on this plat are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, snowboarders, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such owner or agreements with such owner.
- This plat depicts a 3.06 acre Conservation Easement as described in the Sommet Blanc Condominium Declaration.
- The upper parking level under Tower B is subject to an exclusive use easement as recorded in Entry Number _____.
- Parking stalls, storage units and ski lockers designated Limited Common Area are assigned to individual units as described in the Sommet Blanc Condominium Declaration.
- Two snow storage easements are hereby established in favor of trailhead parking lot on east side of Marsac Avenue.
- 10 foot trail easements for public use are hereby established offset 5 foot either side of centerline of trails, as shown.



SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed under the laws of the State of Utah, and that I have caused to be made under my direction and by authority of the owners, SOMMET BLANC CONDOMINIUMS, a Utah Condominium project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that, to the best of my knowledge, the information shown hereon is correct.

LEGAL DESCRIPTION

Lot 1, B2 EAST SUBDIVISION, according to the official plat recorded March 7, 2018, as Entry No. 1087538 in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that the undersigned is the owner of the described tract of land, and hereby causes the building constructed hereon to be divided into units, together with easements as set forth, to be hereafter known as SOMMET BLANC CONDOMINIUMS and hereby dedicate for the perpetual use of the public trails and other areas shown on this plat as intended for public use. The undersigned owner also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the private road and public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owner also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon, and does hereby consent to the recordation of this Plat. ALSO, the owner or its representative, hereby irrevocably offers for dedication to the city of Park City all the easements and required utilities shown on the plat in accordance with an irrevocable offer of dedication.

In witness whereof, the undersigned set his hand this _____ day of _____, 2022.

White Summit Development A, LLC

White Summit Development C, LLC

By: _____
Lynn Padan, Manager

By: _____
Lynn Padan, Manager

White Summit Development B, LLC

By: _____
Lynn Padan, Manager

ACKNOWLEDGMENT

State of _____:

SS:

County of _____:

On this _____ day of _____, 2022, Lynn Padan personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say he is the Manager of White Summit Development A, LLC, White Summit Development B, LLC, and White Summit Development C, LLC, and that said document was signed by him on behalf of said corporations by authority of their Operating Agreement or Resolution of its Members, and he acknowledged to me that he executed SOMMET BLANC CONDOMINIUMS.

A Notary Public commissioned in _____

Printed Name

Residing in: _____

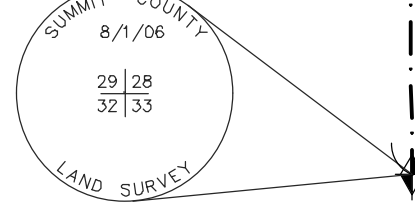
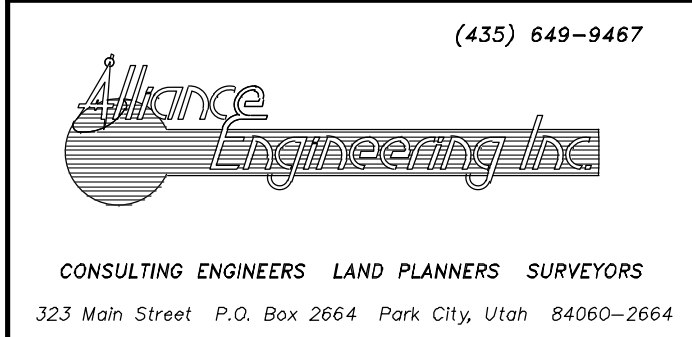
My commission expires: _____

Commission No. _____

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



PUBLIC SAFETY
ANSWERING POINT APPROVAL
APPROVED THIS _____ DAY
OF _____, 2022
BY _____
SUMMIT COUNTY GIS COORDINATOR

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2022
BY _____
ENGINEERING DEPARTMENT

PLANNING COMMISSION
APPROVED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 2022
BY _____
CHAIR

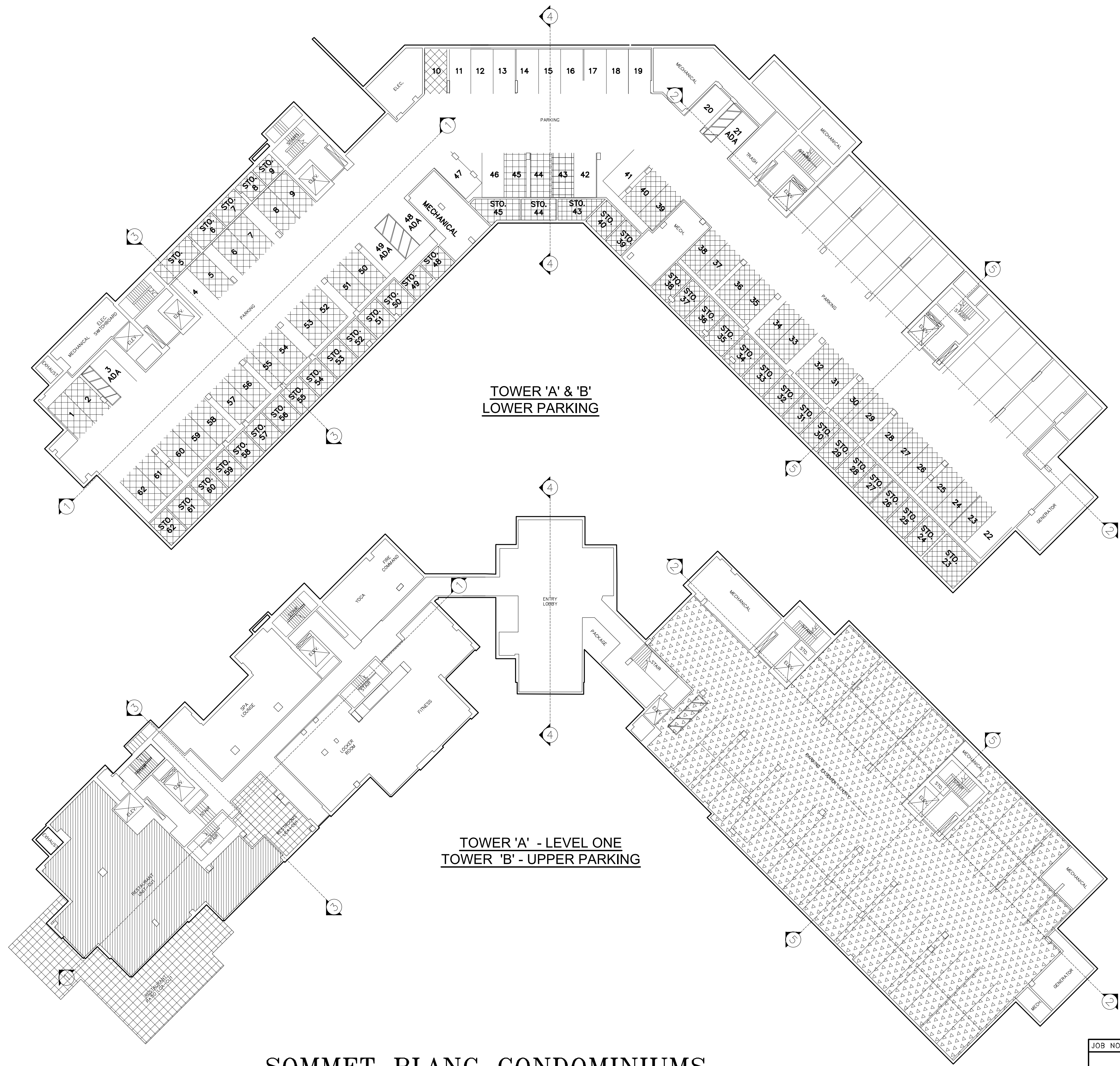
ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2022
BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2022
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____, 2022
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS CONDOMINIUM
PLAT WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2022
BY _____
PARK CITY RECORDER

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____
TIME _____ DATE _____ ENTRY NO. _____



TOWER 'A' & 'B'
LOWER PARKING

TOWER 'A' - LEVEL ONE
TOWER 'B' - UPPER PARKING

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT
OWNERSHIP LEGEND

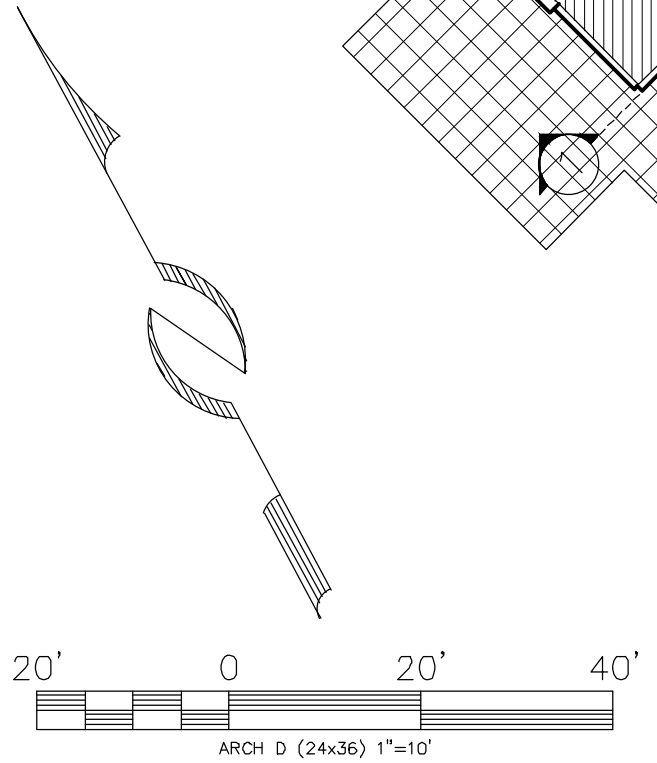
- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP
- PARKING EASEMENT

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664



SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

08/22/23 SHEET 2 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

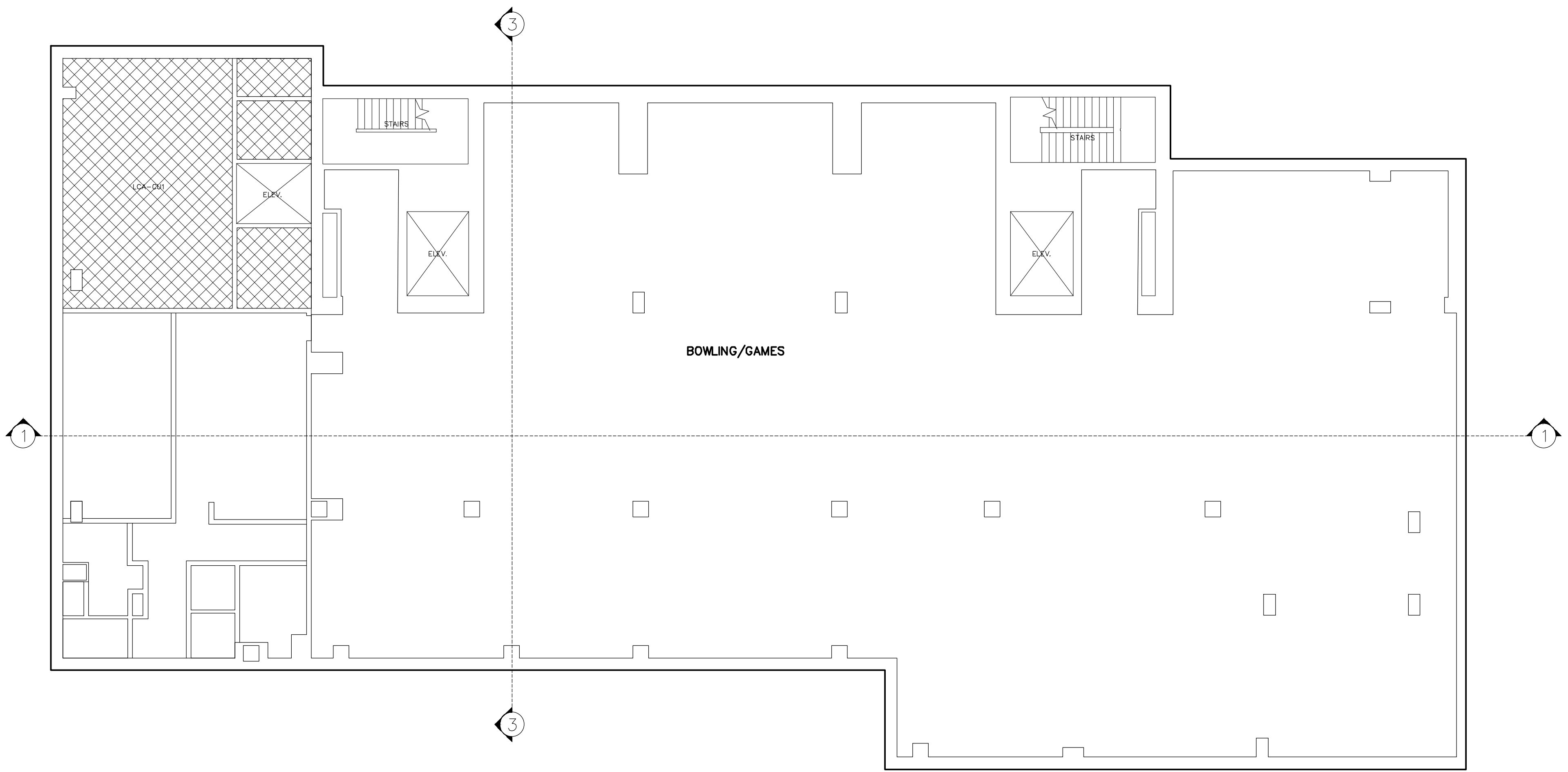
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

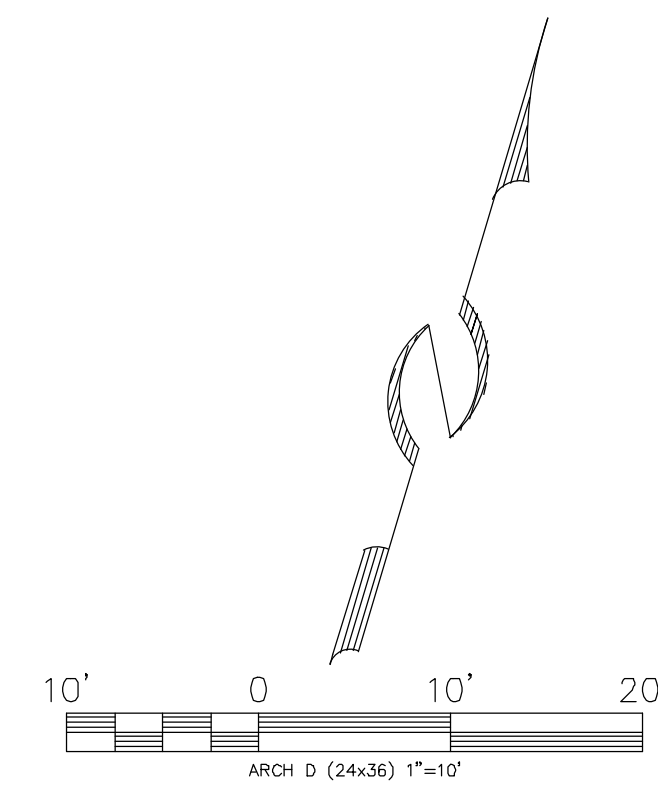
-  COMMON
-  LIMITED COMMON
-  PRIVATE OWNERSHIP

TOWER 'A' - BASEMENT / AMENITY

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



08/22/22 SHEET 3 OF 18

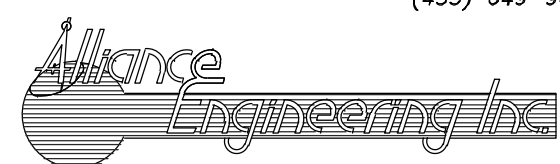
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RECORDED

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

FEE RECORDER
TIME _____ DATE _____ ENTRY NO. _____

(435) 649-9467



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323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

RESTROOMS



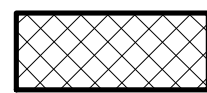
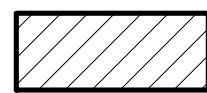
TOWER A - LOBBY / LEVEL ONE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
RESTAURANT UNIT	3,594 SF

ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

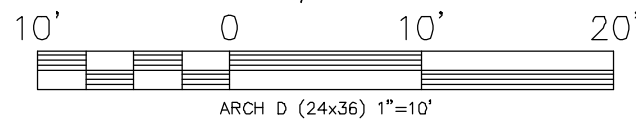
OWNERSHIP LEGEND

-  COMMON
-  LIMITED COMMON
-  PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

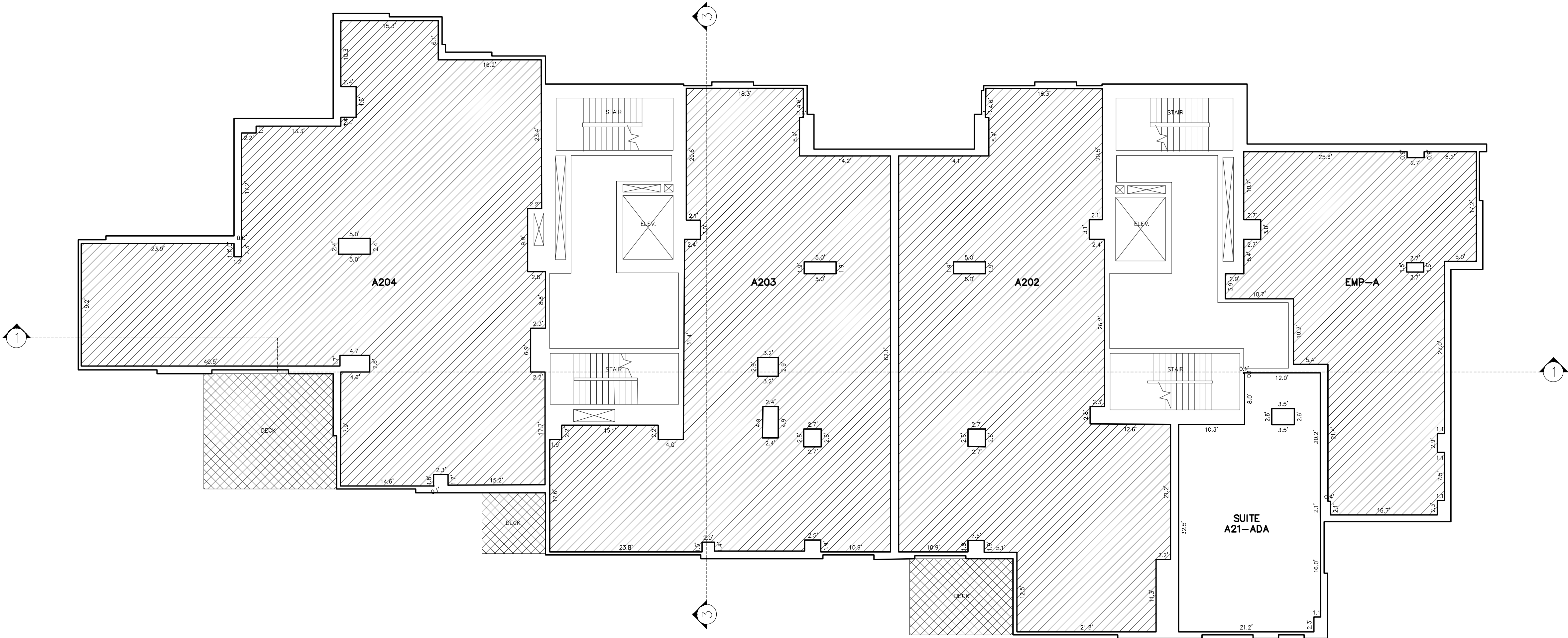
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_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

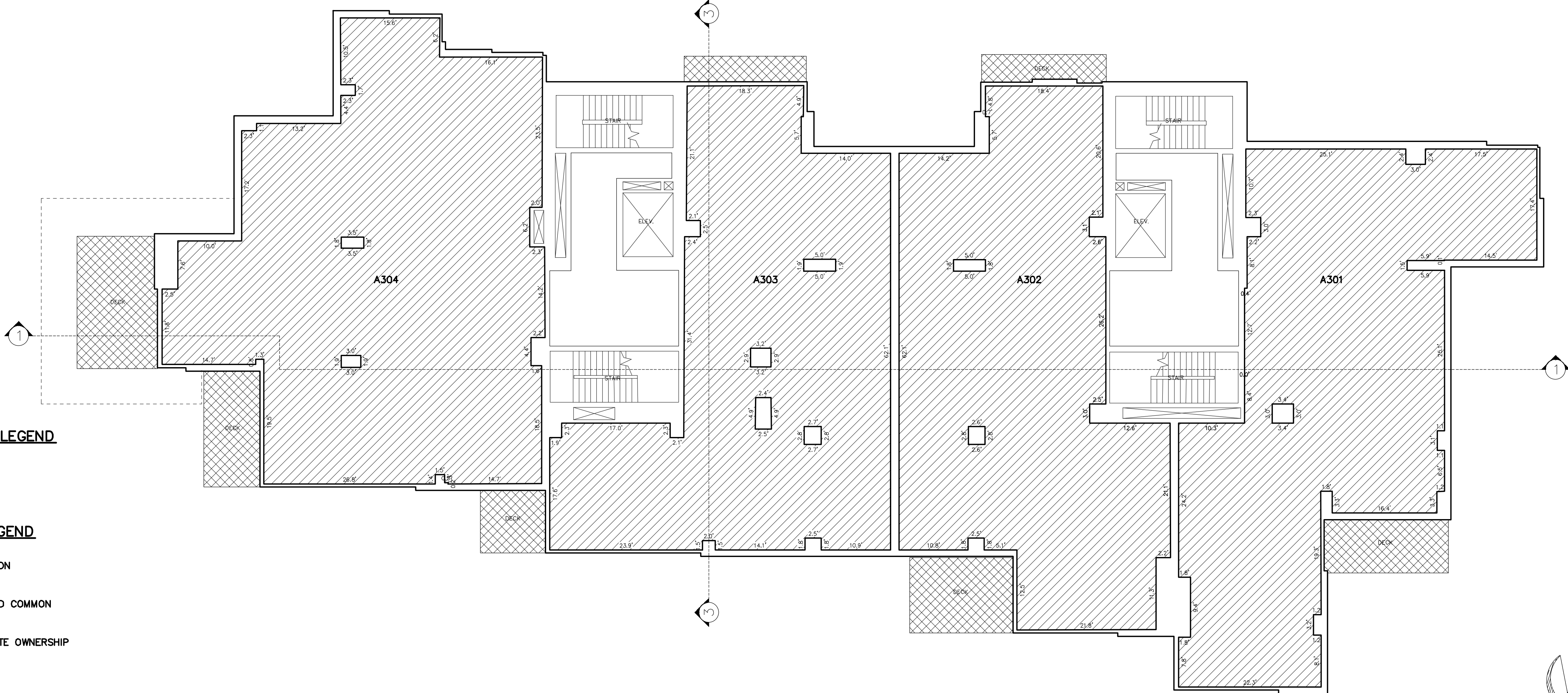
TOWER A - LEVEL TWO
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
EMP-A	1,473 SF
A202	2,640 SF
A203	2,547 SF
A204	3,208 SF



TOWER A - LEVEL THREE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
A301	2,714 SF
A302	2,640 SF
A303	2,547 SF
A304	3,200 SF



ABBREVIATION LEGEND

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OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

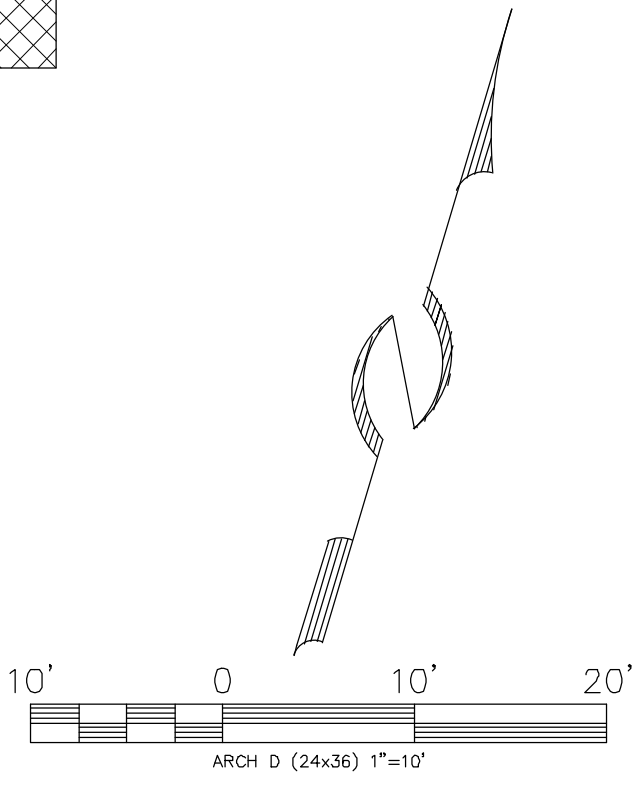
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664



08/22/22 SHEET 5 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

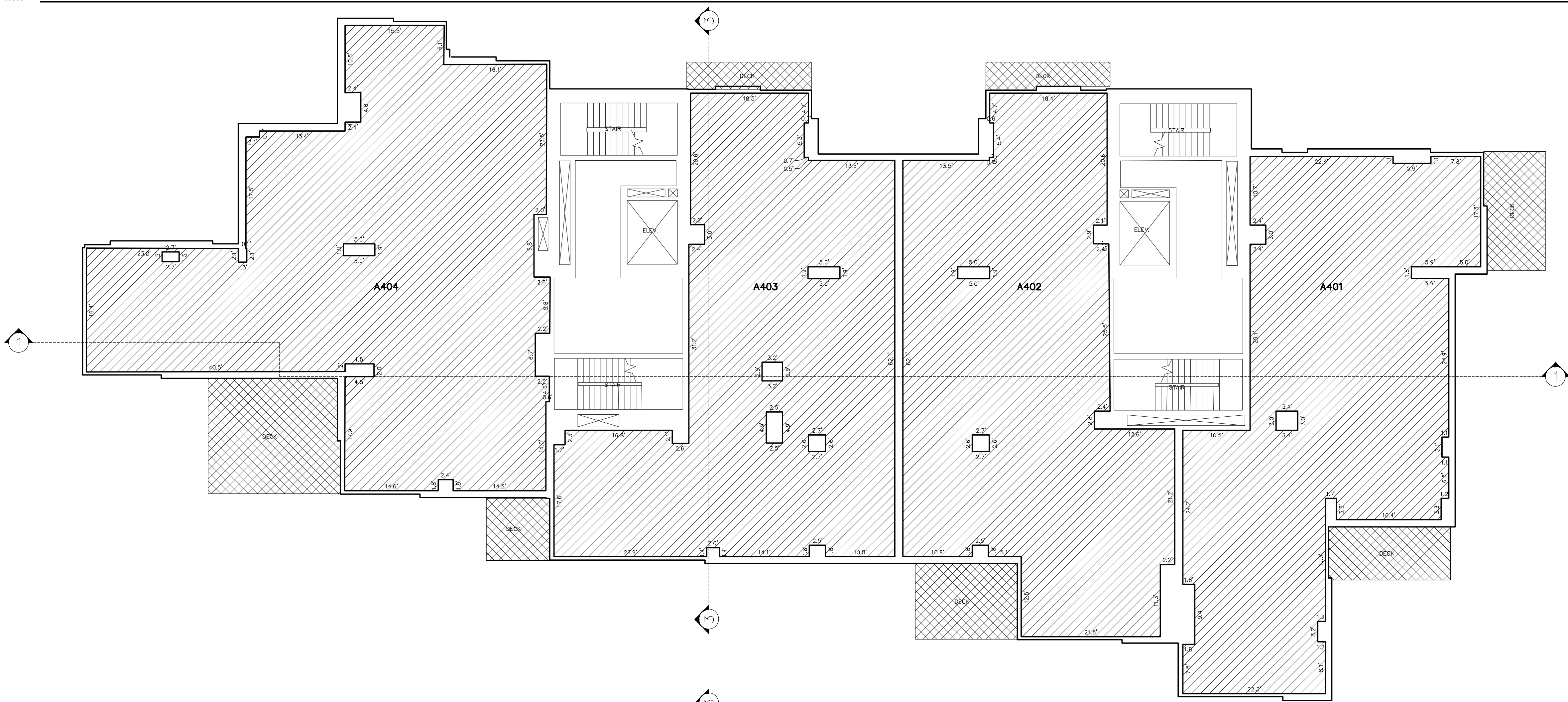
AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

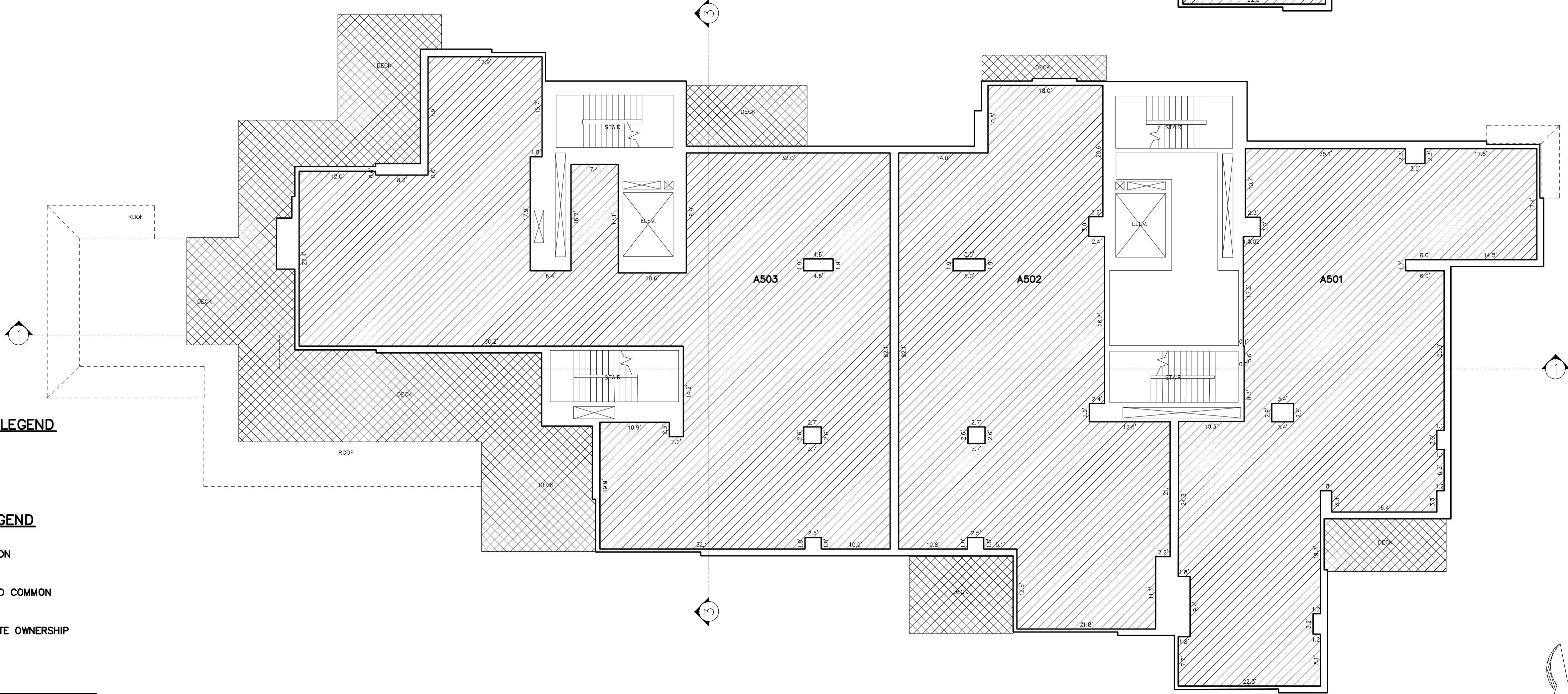
TOWER A - LEVEL FOUR
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
A401	2,544 SF
A402	2,640 SF
A403	2,547 SF
A404	3,204 SF



TOWER A - LEVEL FIVE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
A501	2,719 SF
A502	2,640 SF
A503	3,944 SF



ABBREVIATION LEGEND

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OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

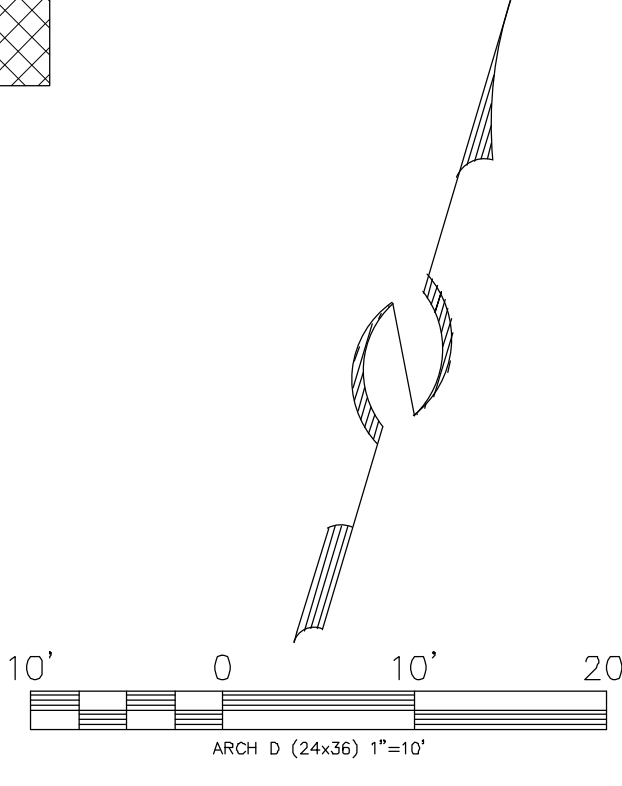
(435) 649-9467

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CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS
A UTAH CONDOMINIUM PROJECT
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



08/22/22 SHEET 6 OF 18

JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plat2018\01118-condo plat.dwg

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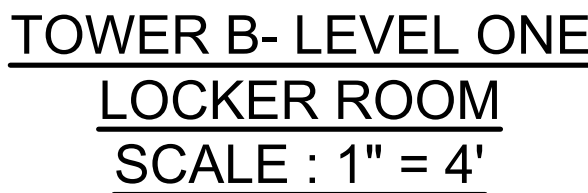
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

_____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

UNIT NUMBER	SQUARE FOOTAGE
A602	5,290 SF

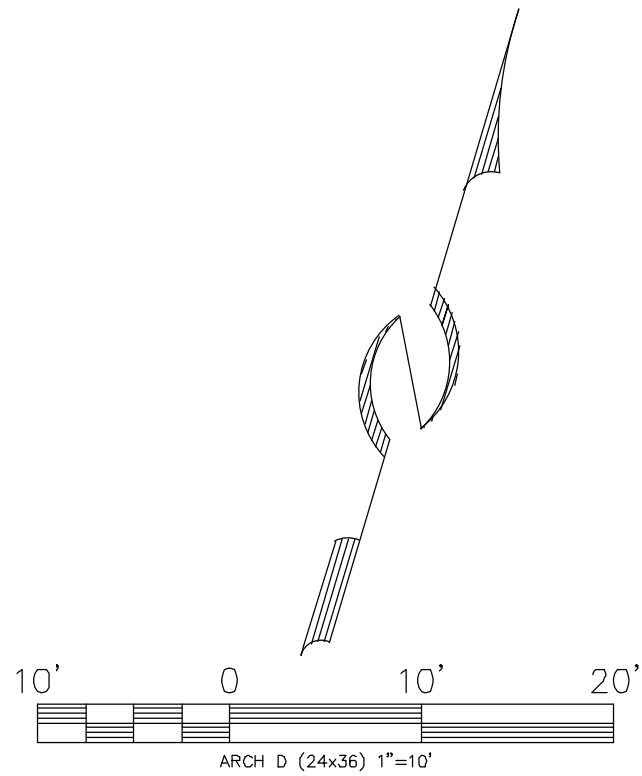


ELEV. = ELEVATOR
S.U. = STORAGE UNIT

	COMMON
	LIMITED COMMON
	PRIVATE OWNERSHIP

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
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PARK CITY, SUMMIT COUNTY, UTAH



08/22/22 SHEET 7 OF 18

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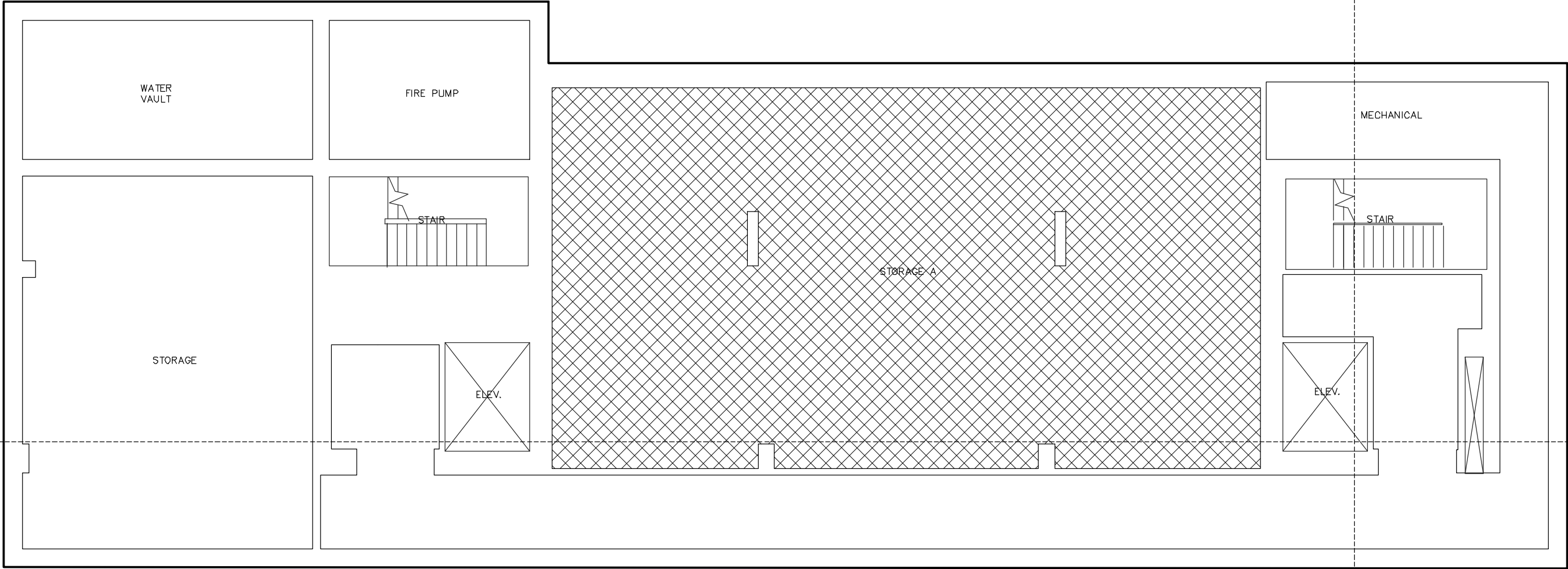
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AT THE REQUEST OF _____

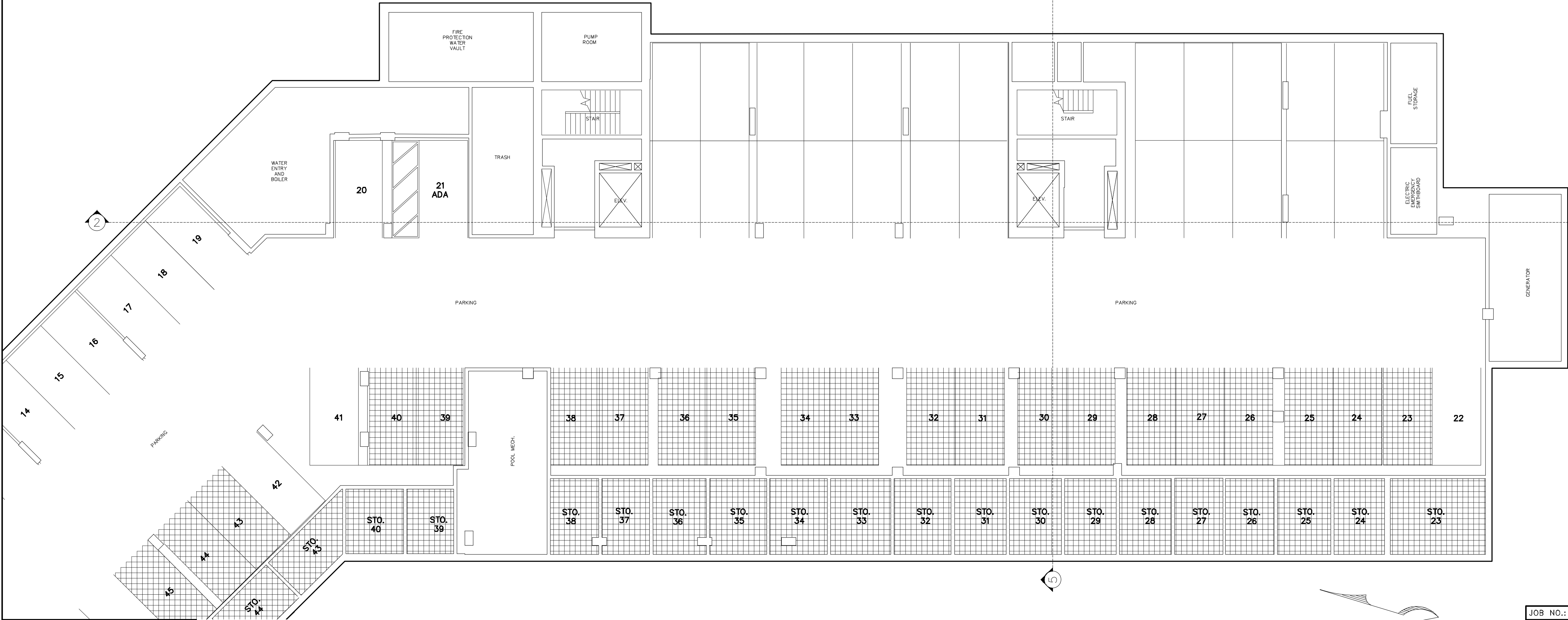
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89	90	89	90
91	92	91	92
93	94	93	94
95	96	95	96
97	98	97	98
99	100	99	100

TIME _____ DATE _____ ENTRY NO. _____

TOWER B - BASEMENT



TOWER B - PARKING 2



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



08/22/22 SHEET 8 OF 18

JOB NO.: 01-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

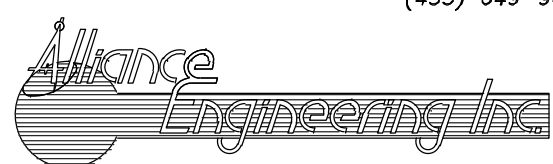
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STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

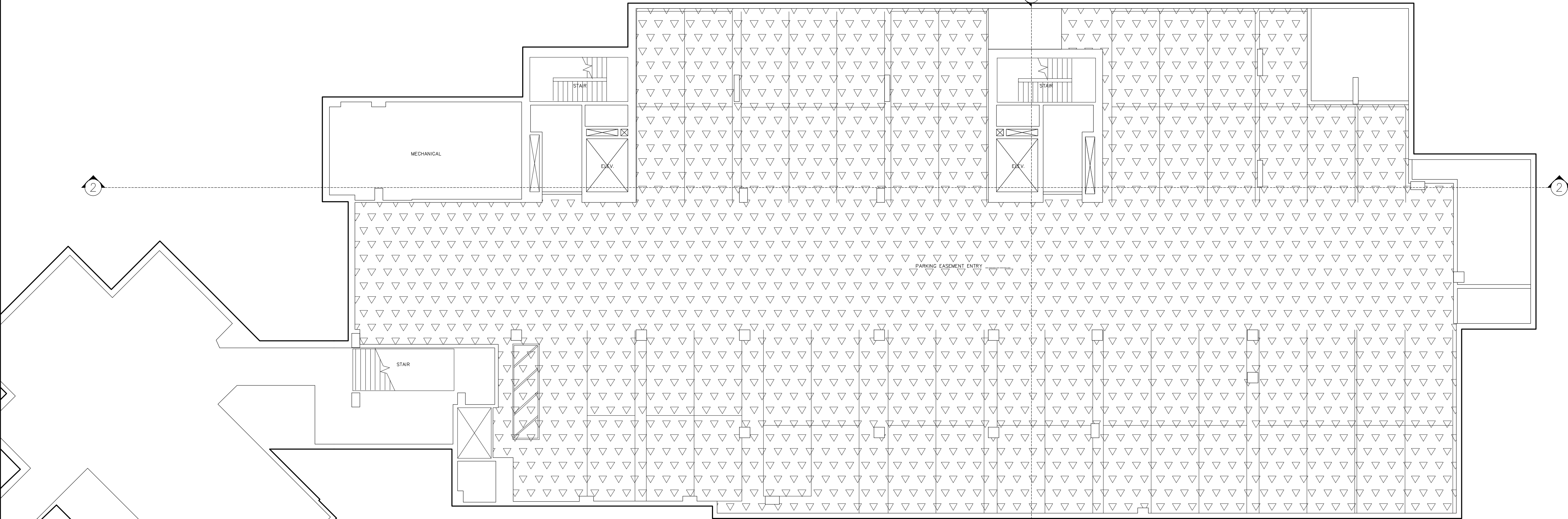
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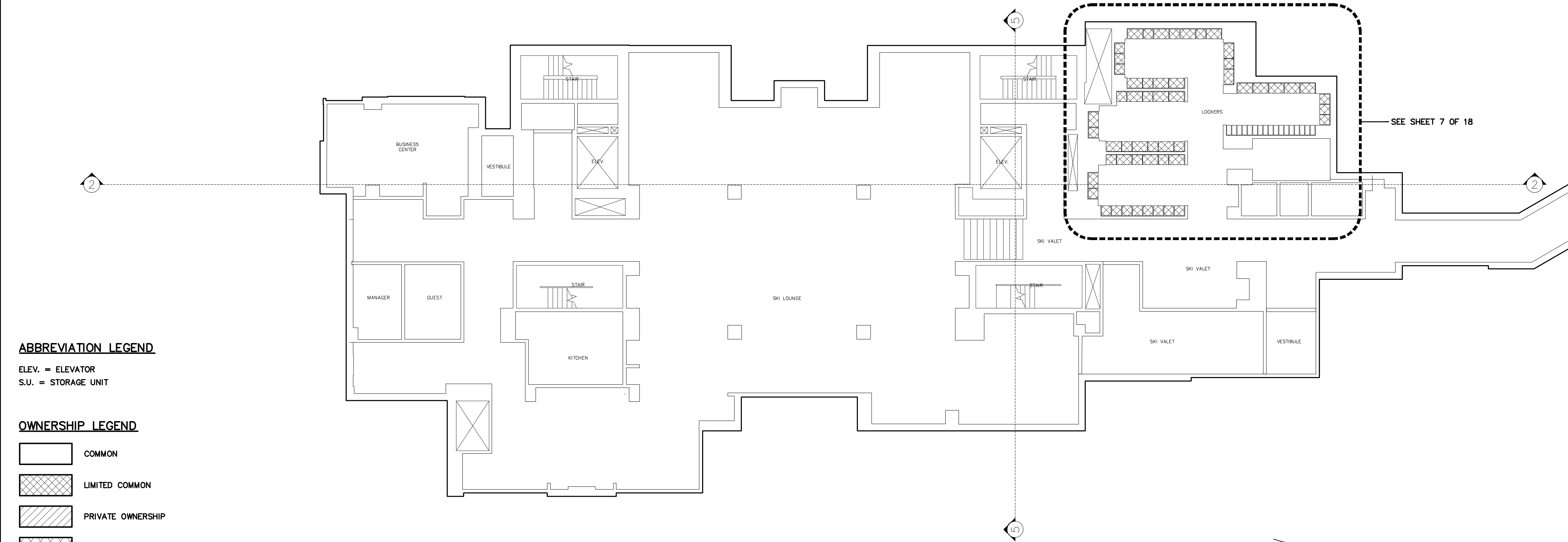


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323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

TOWER B - PARKING 1



TOWER B - LEVEL ONE



ABBREVIATION LEGEND

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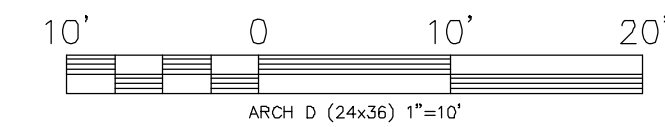
OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP
- PARKING EASEMENT

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



08/22/22 SHEET 9 OF 18

JOB NO.: 6-3-19 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

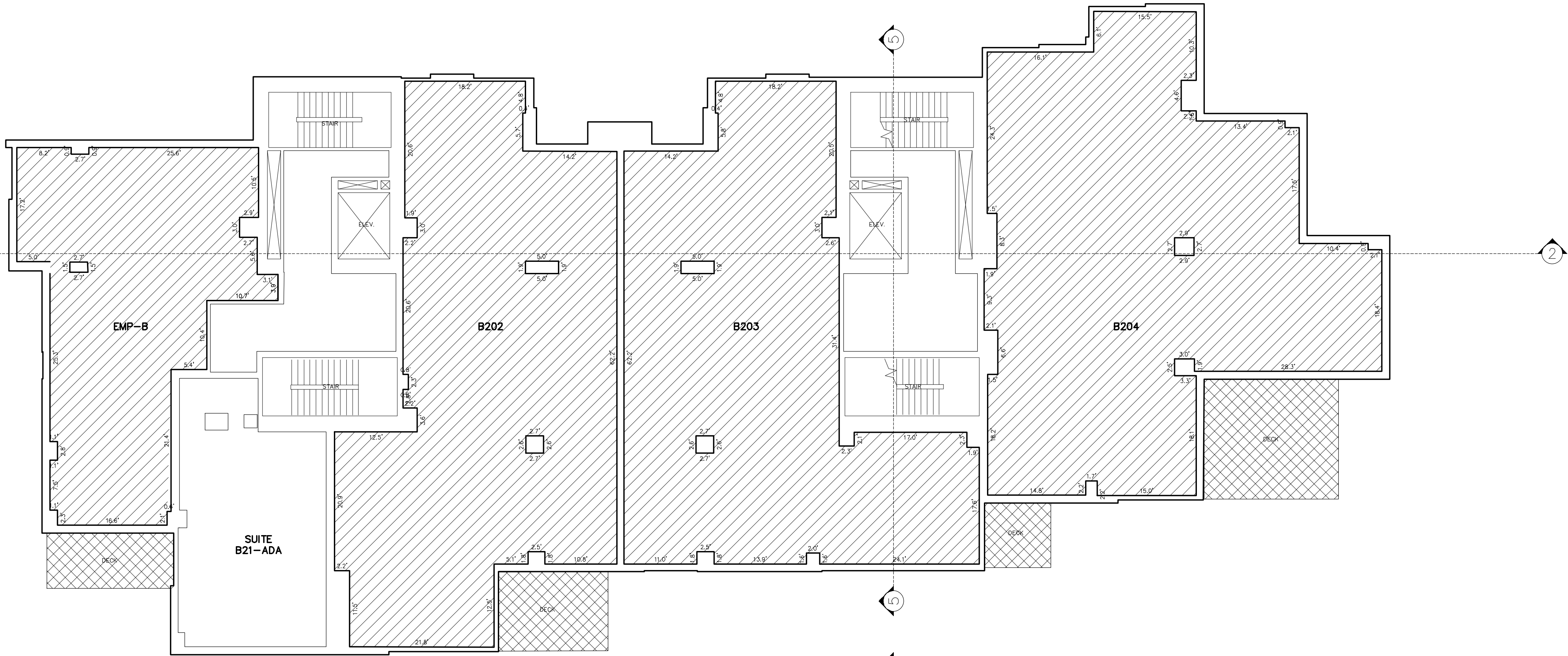
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____ FEE _____ RECORDER

TIME _____ DATE _____ ENTRY NO. _____

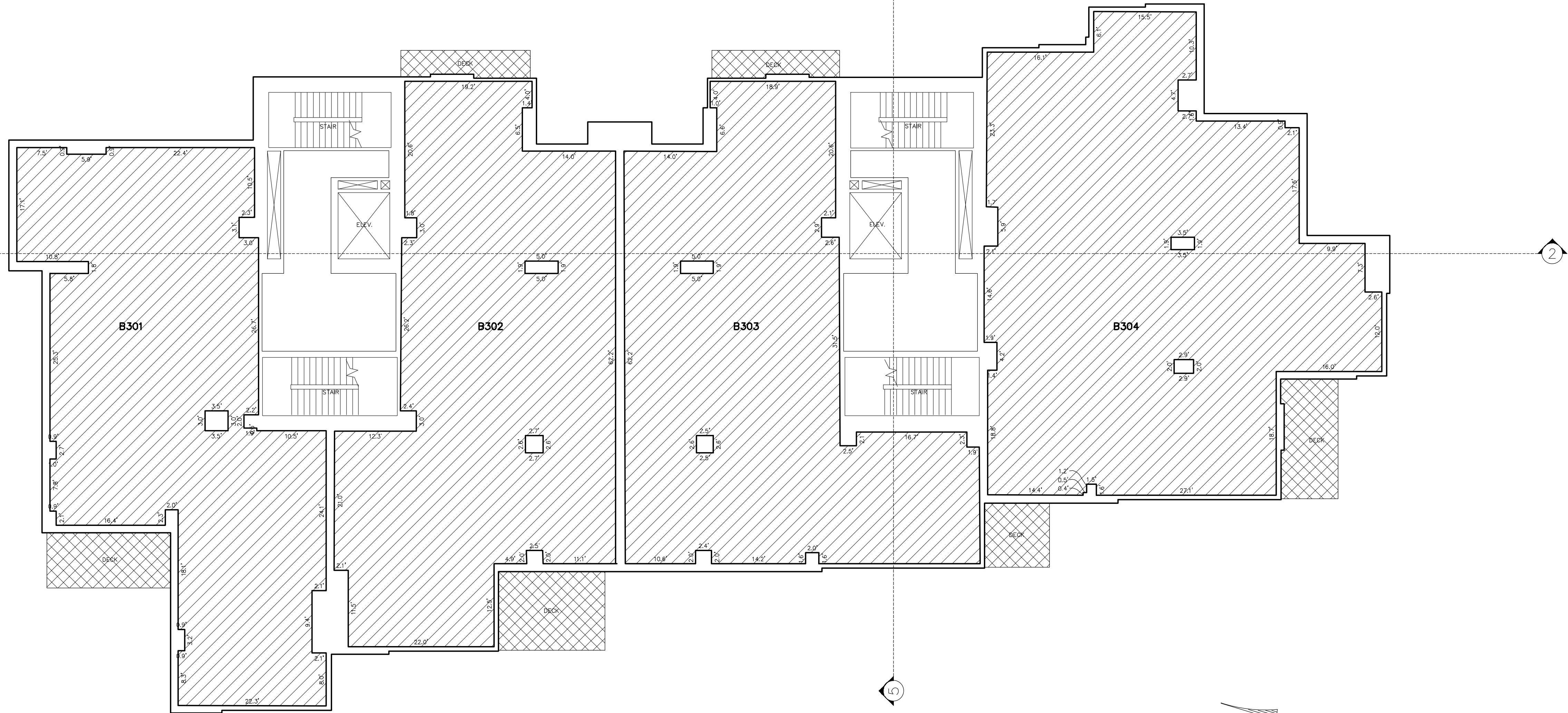
TOWER B - LEVEL TWO
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
EMP-B	1,473 SF
B202	2,652 SF
B203	2,580 SF
B204	2,973 SF



TOWER B - LEVEL THREE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B301	2,549 SF
B302	2,652 SF
B303	2,580 SF
B304	3,195 SF

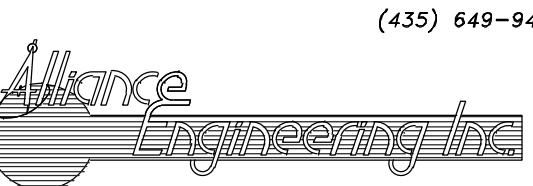


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OWNERSHIP LEGEND

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323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

SOMMET BLANC CONDOMINIUMS

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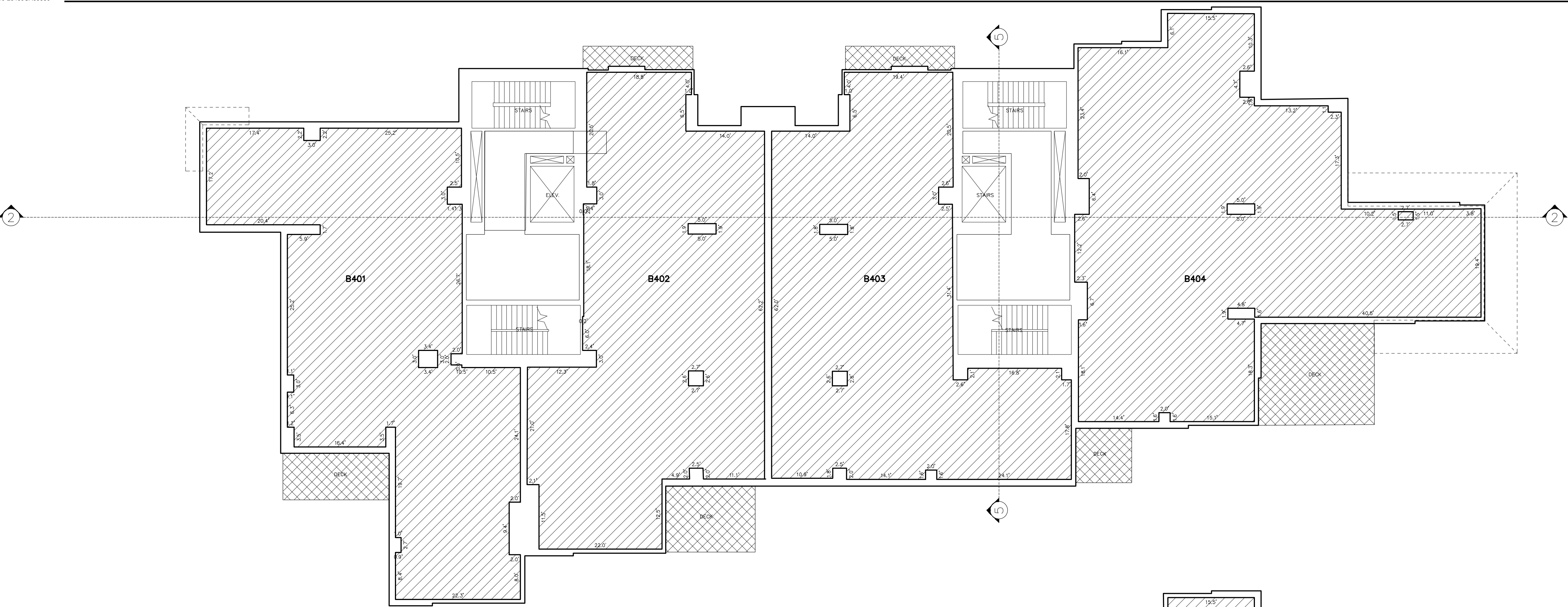
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TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



08/22/22 SHEET 10 OF 18
JOB NO.: 1-11-18 FILE: X:\Empire\dwg\sr\plot2018\01118-condo plat.dwg
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____

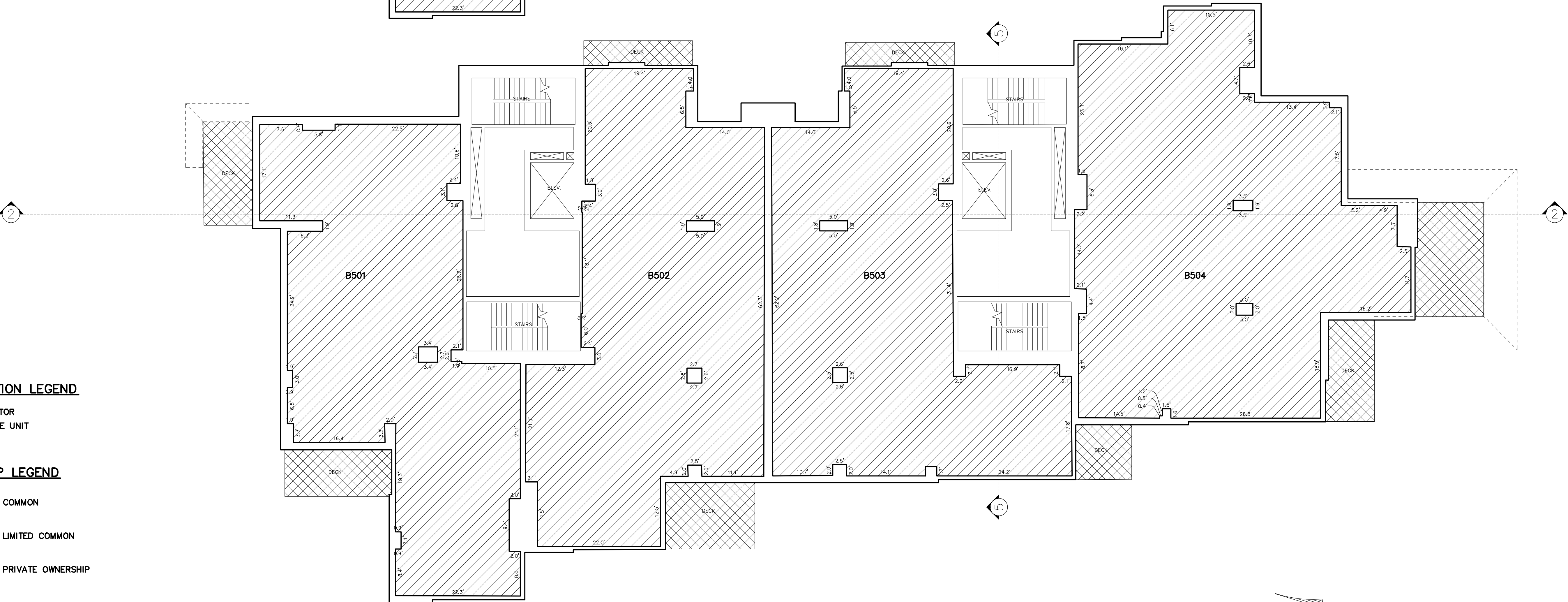
TOWER B - LEVEL FOUR
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B401	2,713 SF
B402	2,652 SF
B403	2,580 SF
B404	3,217 SF



TOWER B - LEVEL FIVE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B501	2,546 SF
B502	2,652 SF
B503	2,580 SF
B504	3,189 SF



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SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

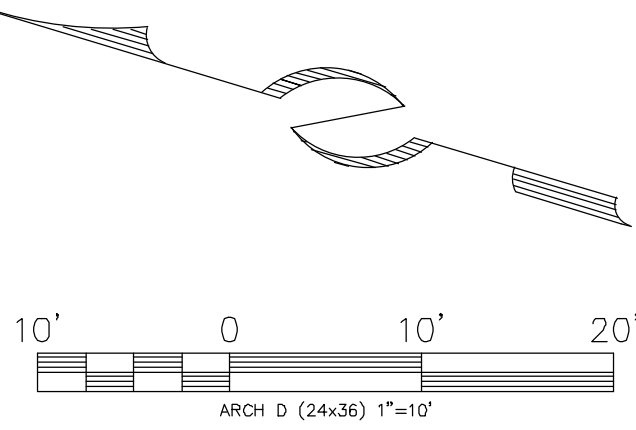
LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

(435) 649-9467

Alliance Engineering Inc.

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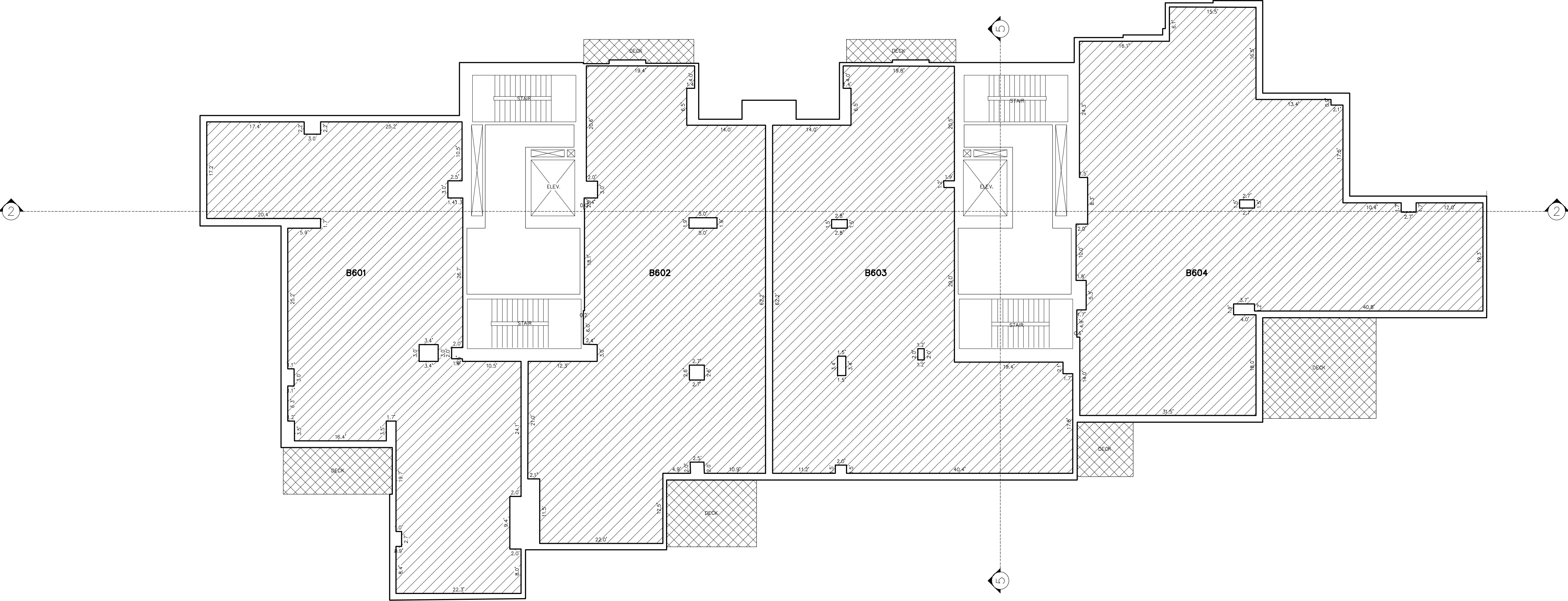
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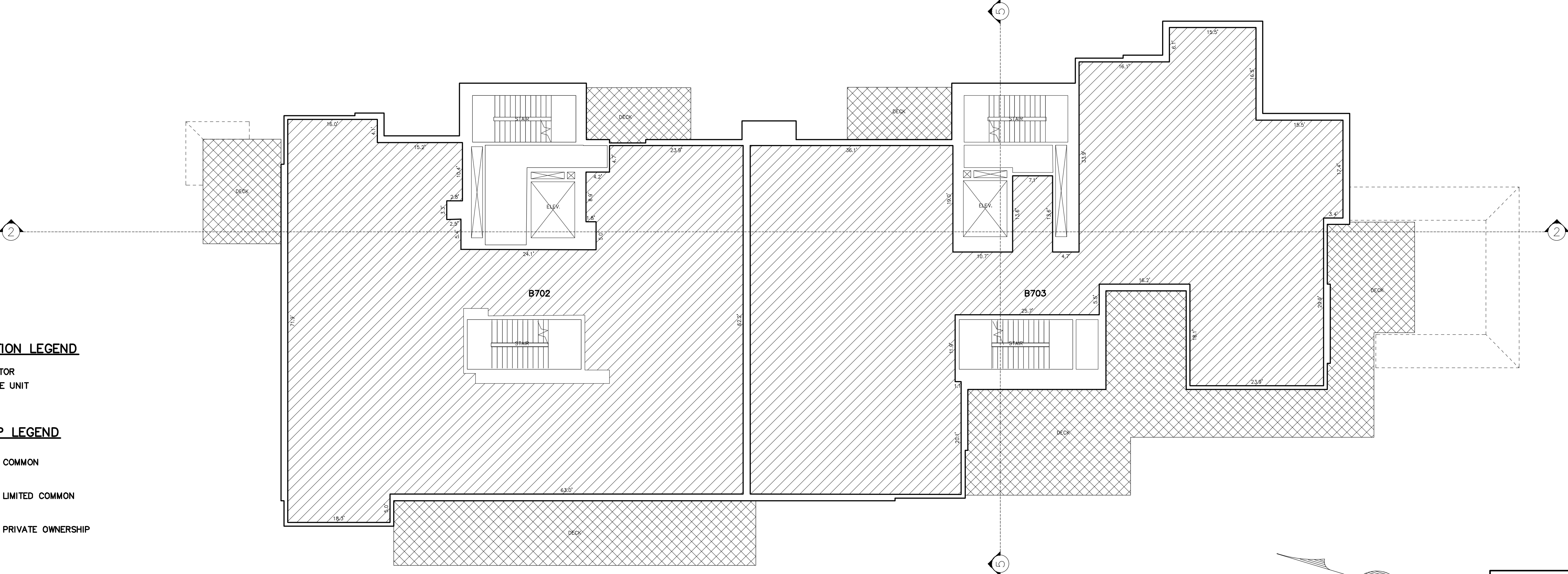
TOWER B - LEVEL SIX
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B601	2,713 SF
B602	2,652 SF
B603	2,580 SF
B604	3,244 SF



TOWER B - LEVEL SEVEN
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
B702	4,506 SF
B703	4,848 SF



ABBREVIATION LEGEND

ELEV. = ELEVATOR
S.U. = STORAGE UNIT

OWNERSHIP LEGEND

- COMMON
- LIMITED COMMON
- PRIVATE OWNERSHIP

SOMMET BLANC CONDOMINIUMS

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE WEST HALF OF SECTION 28 & THE SOUTHEAST QUARTER OF SECTION 29
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

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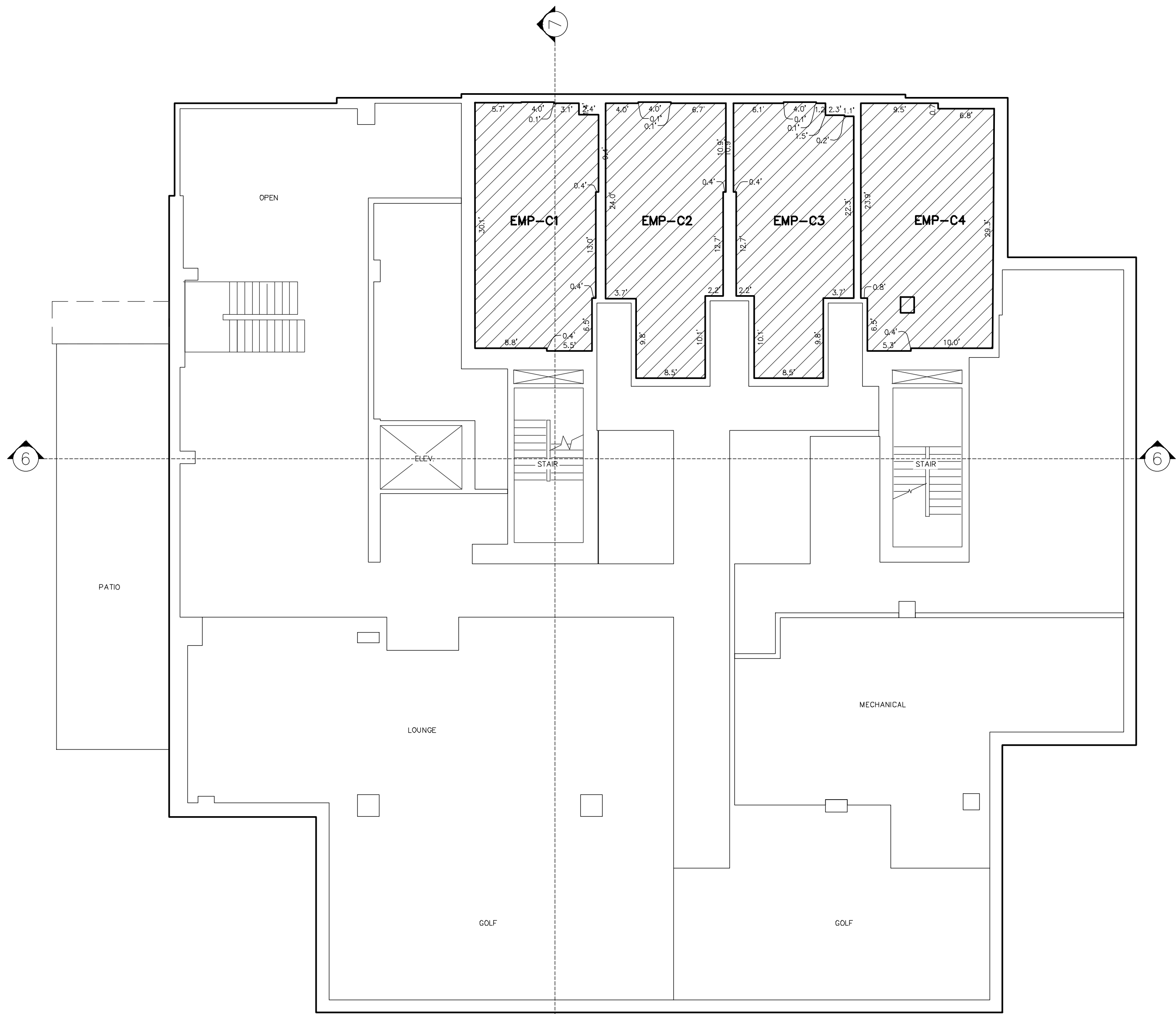
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TOWER C - LEVEL ONE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
EMP-C1	444 SF
EMP-C2	431 SF
EMP-C3	425 SF
EMP-C4	479 SF



TOWER C - PARKING



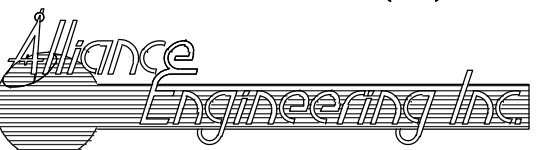
TOWER C - LEVEL ONE

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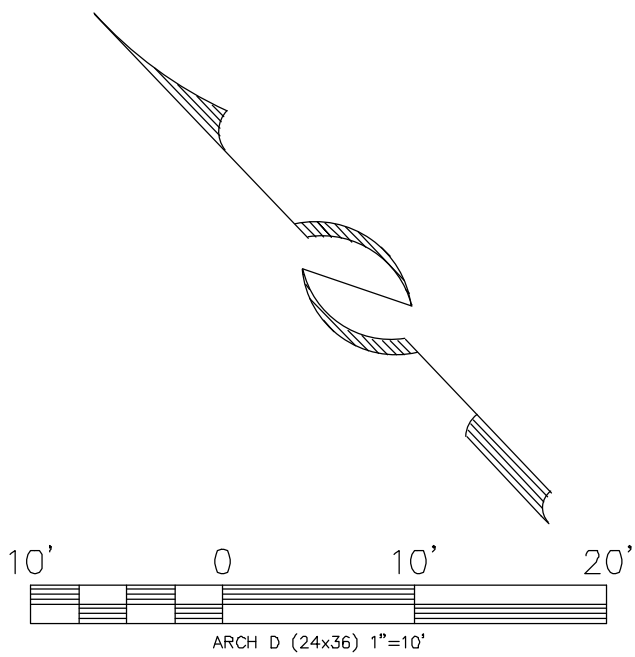


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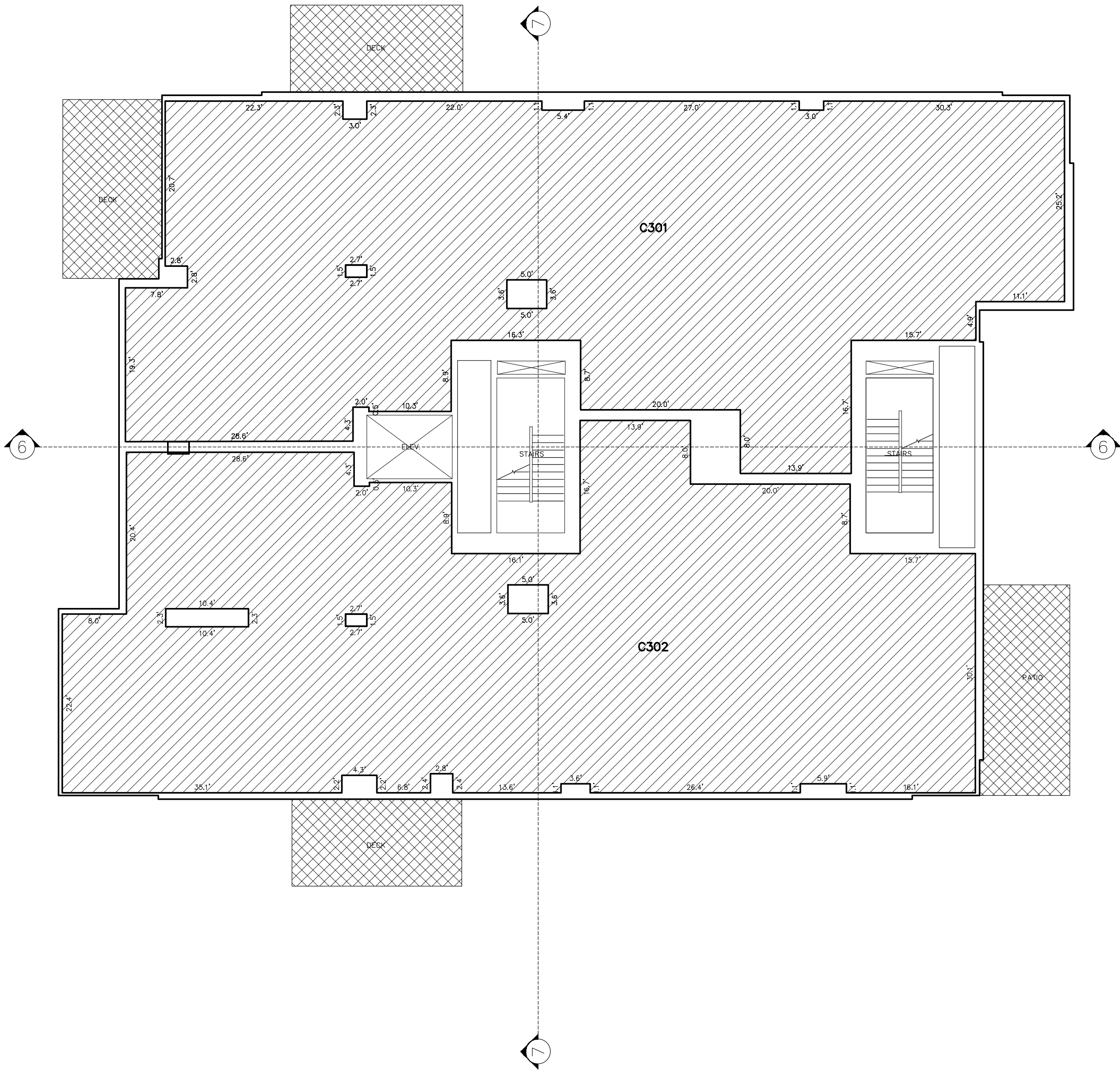
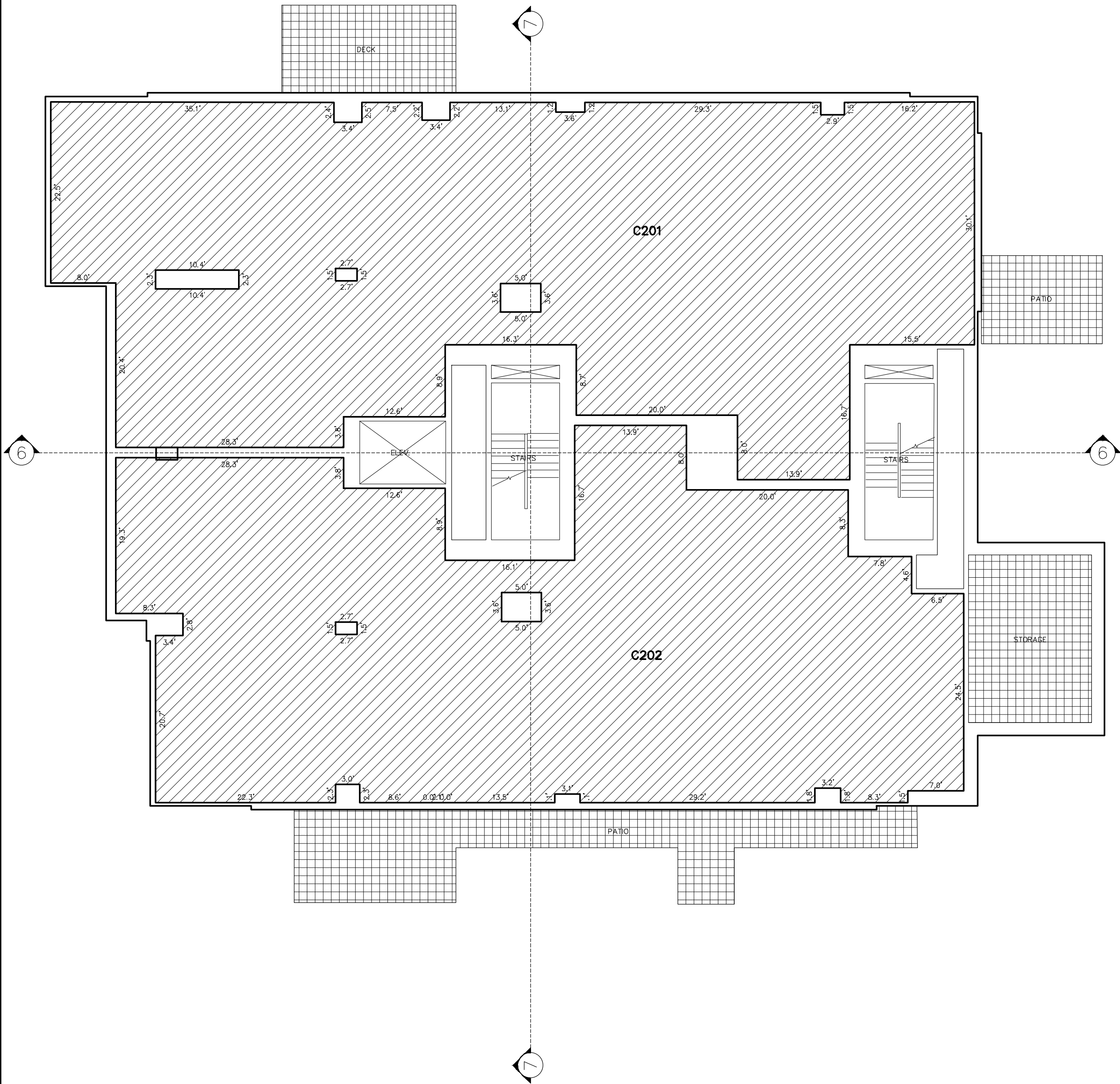
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TOWER C - LEVEL TWO
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C201	4,180 SF
C202	3,840 SF

TOWER C - LEVEL THREE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C301	4,208 SF
C302	4,195 SF



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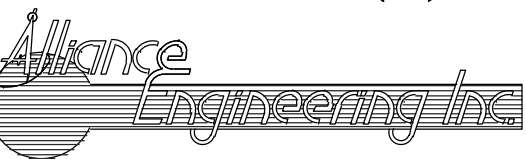
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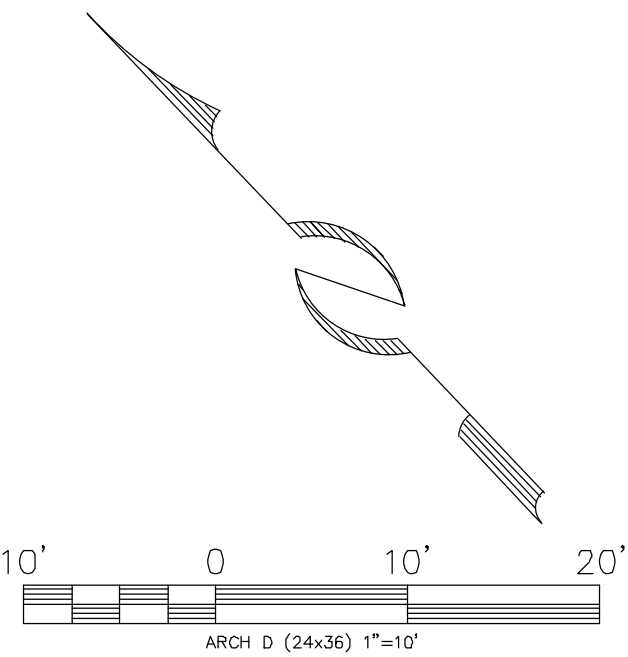
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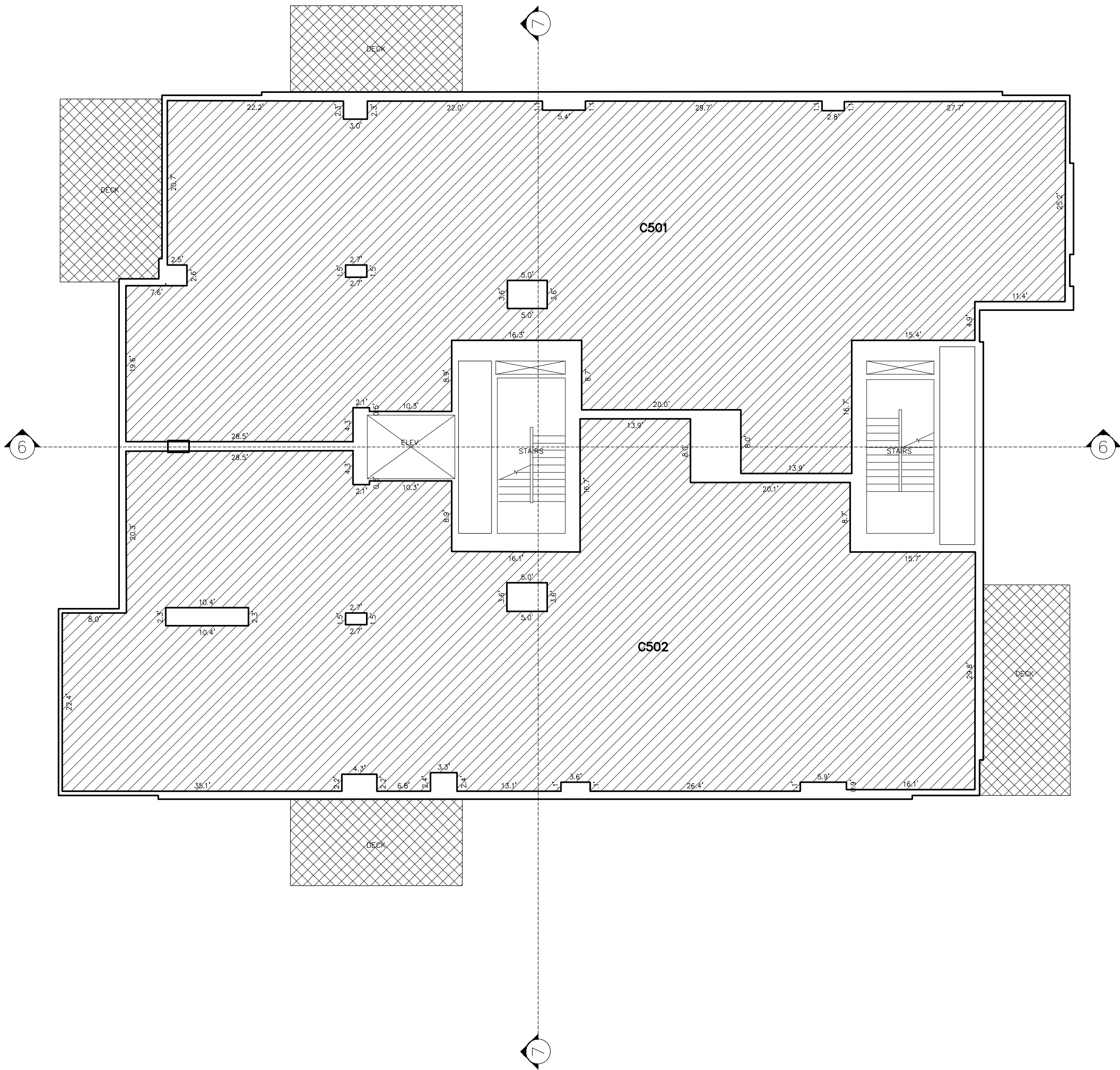
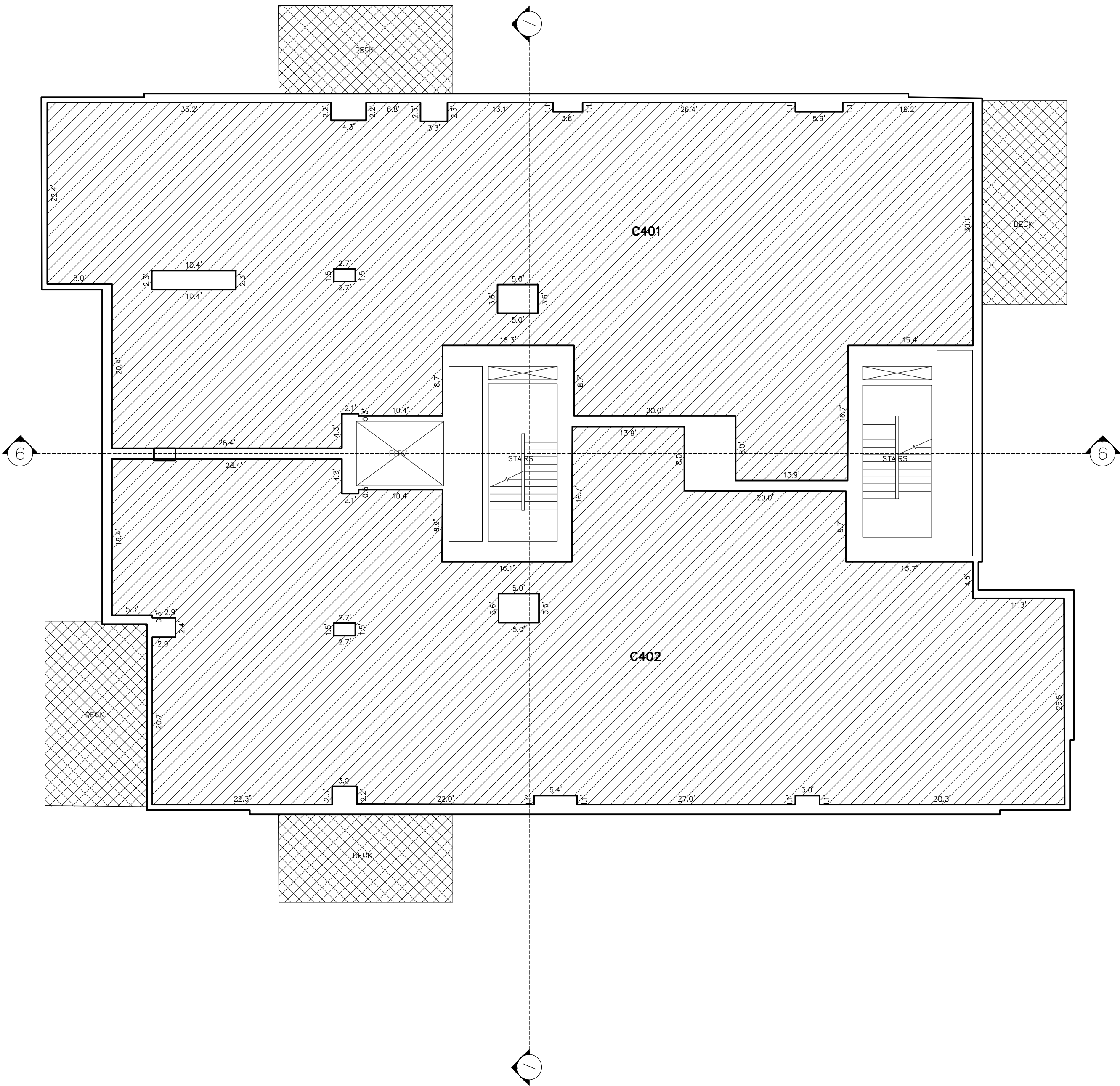
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TOWER C - LEVEL FOUR
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C401	4,190 SF
C402	4,208 SF

TOWER C - LEVEL FIVE
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C501	4,208 SF
C502	4,195 SF



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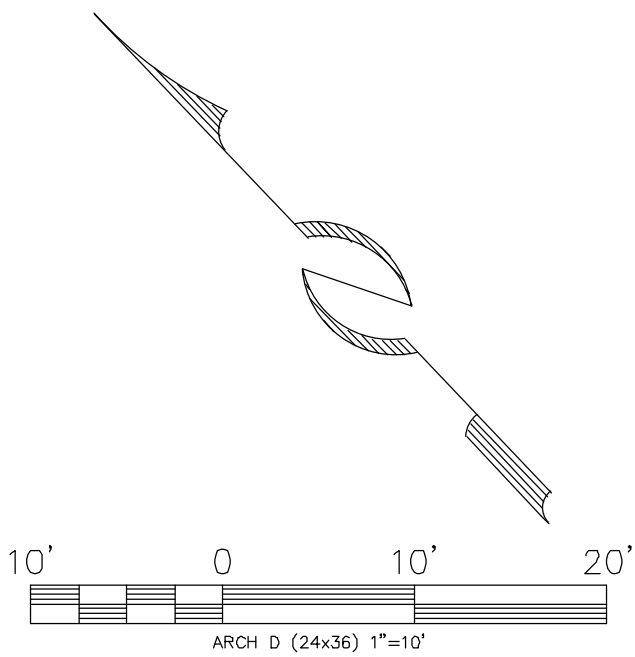
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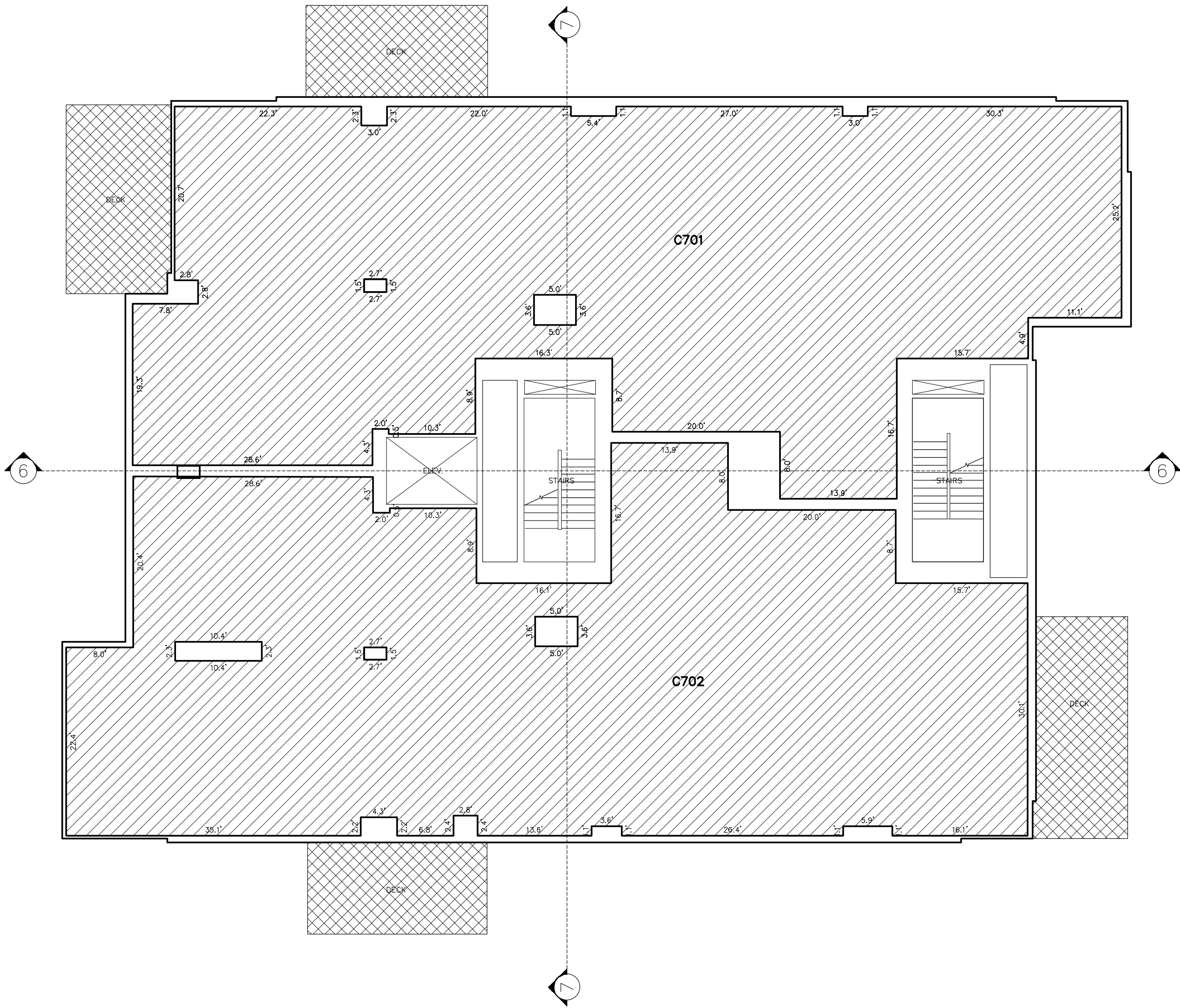
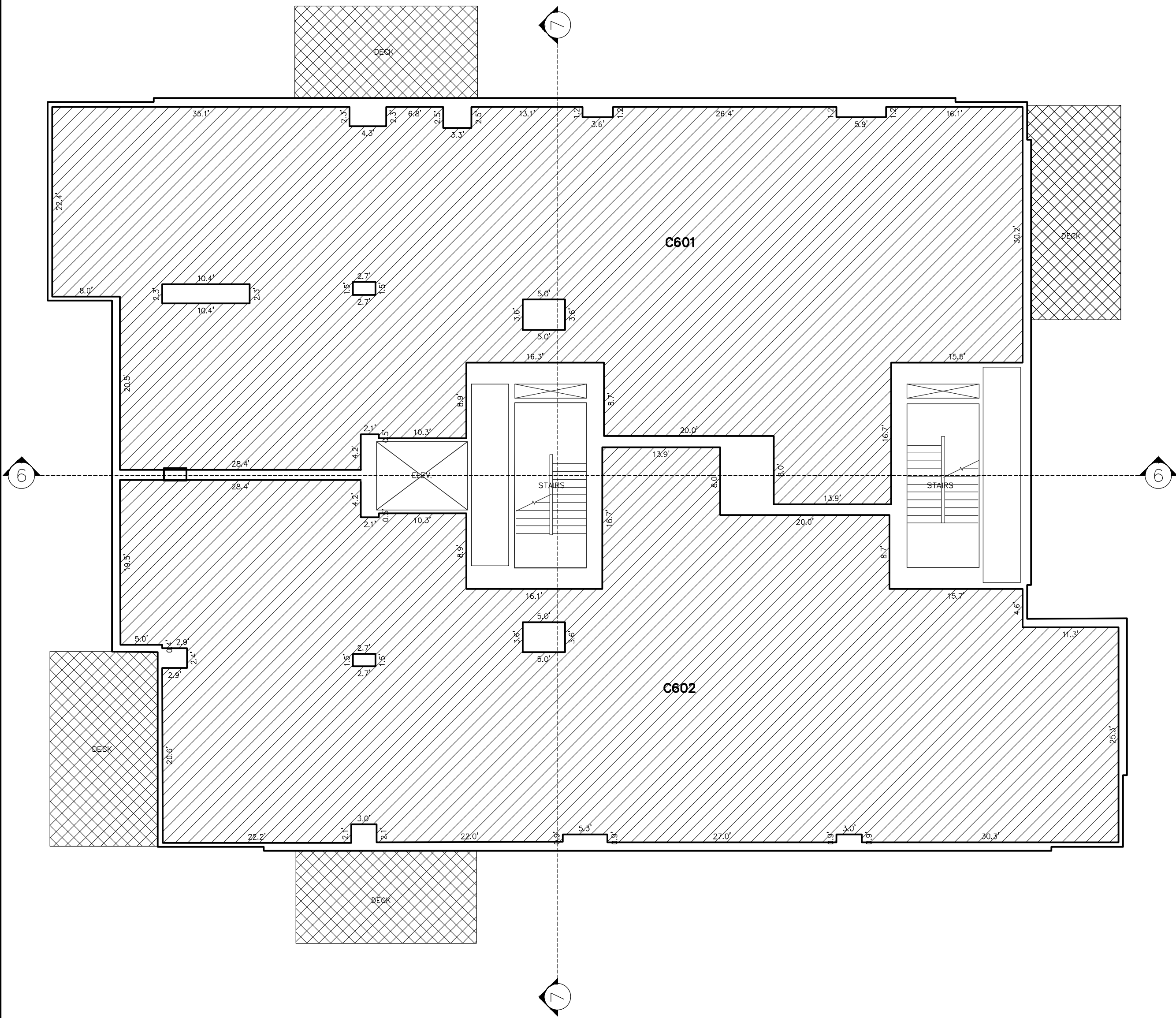
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TOWER C - LEVEL SIX
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C601	4,190 SF
C602	4,208 SF

TOWER C - LEVEL SEVEN
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C701	4,208 SF
C702	4,195 SF



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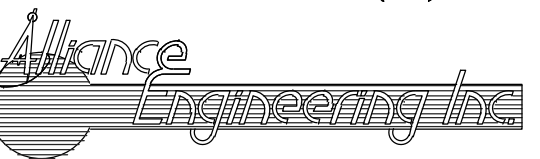
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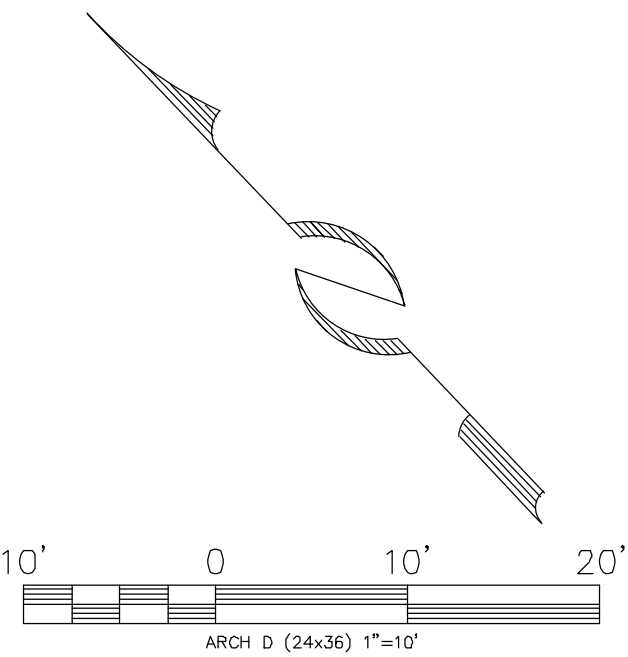
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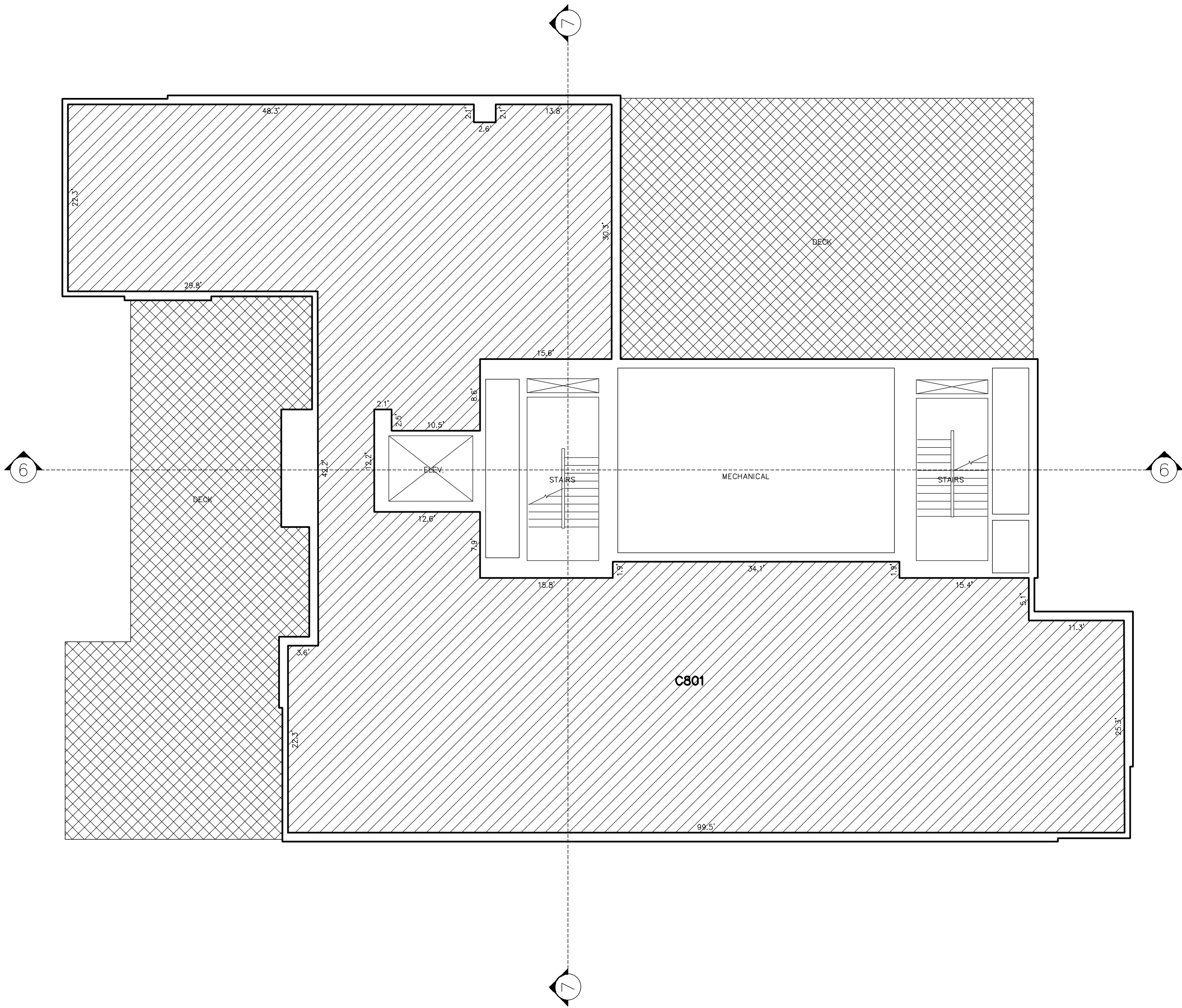
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TOWER C - LEVEL EIGHTH
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
C801	5,095 SF

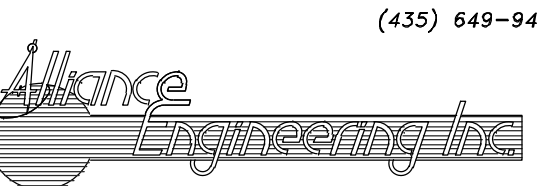


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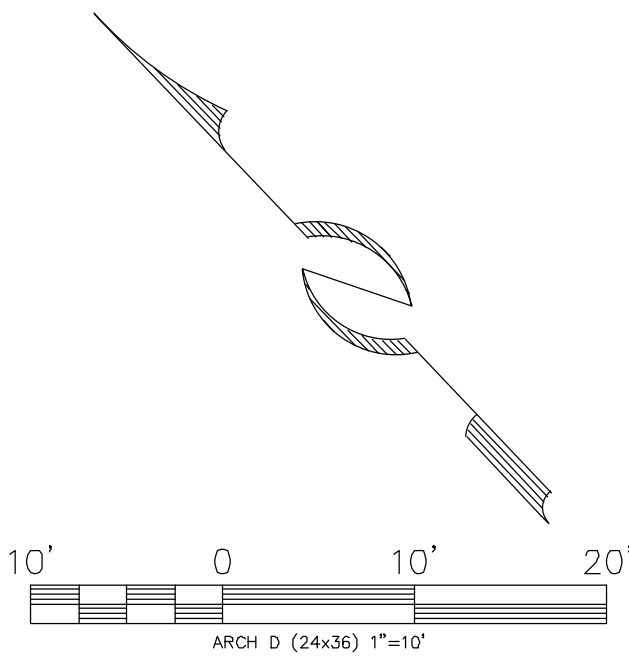


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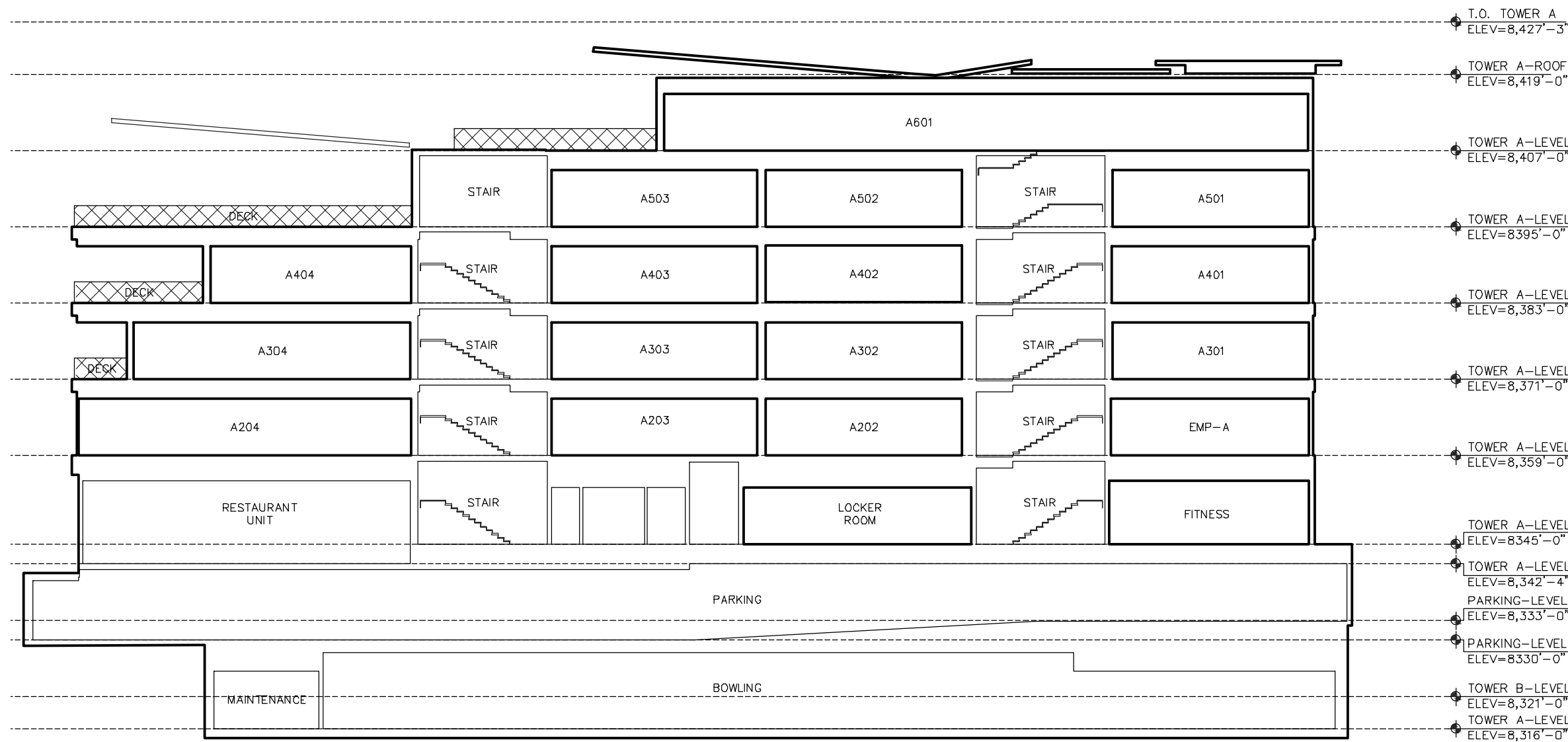
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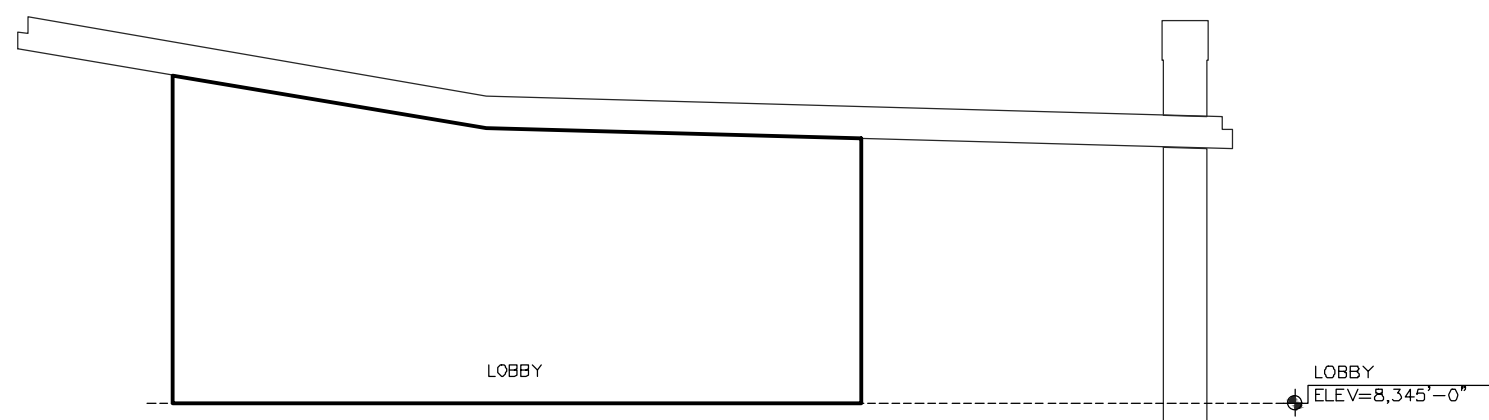
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1 TOWER A SECTION 1-1
SCALE: 1" = 20'



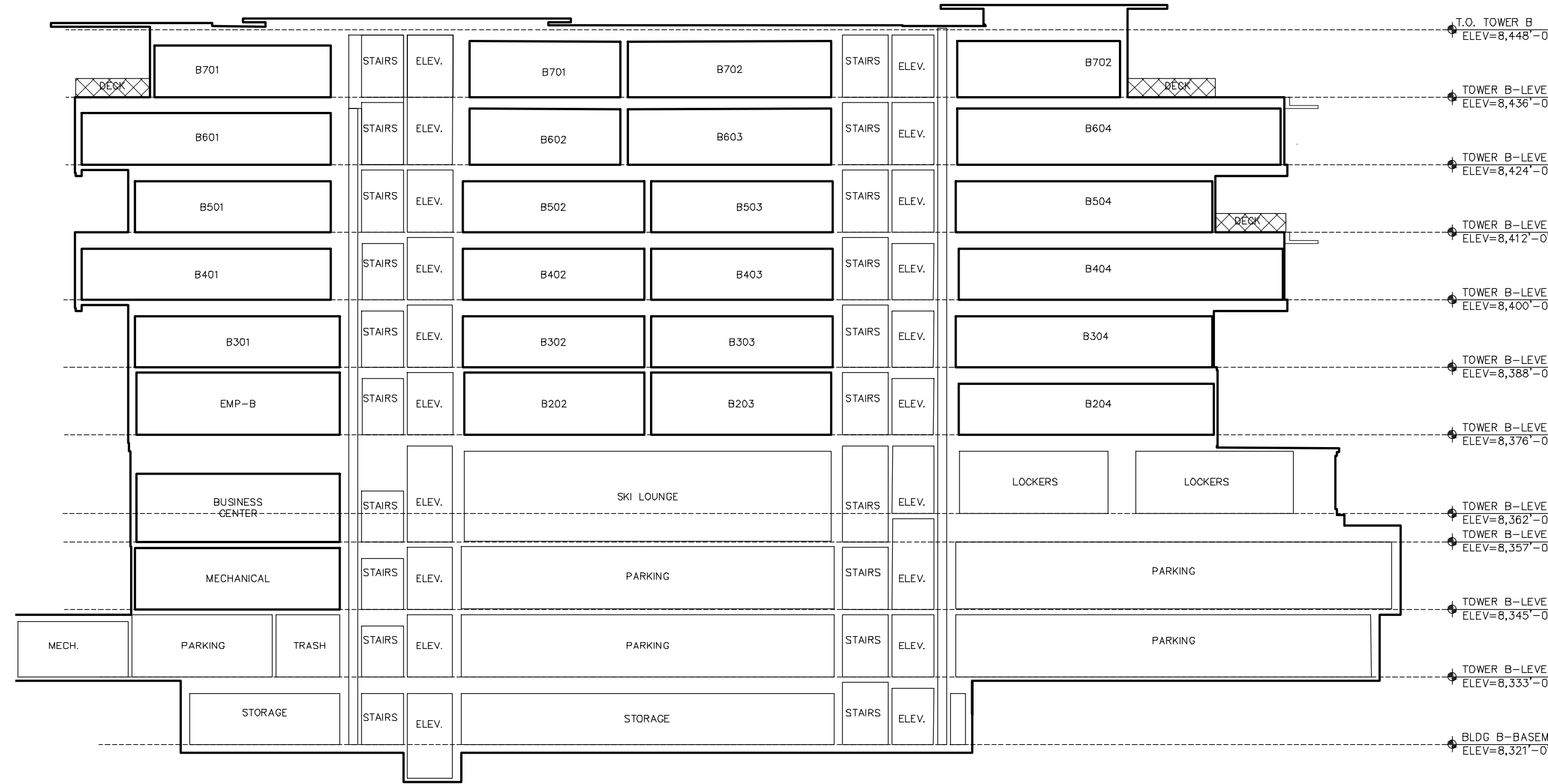
4 SECTION 4-4
SCALE: 1" = 20'

ABBREVIATION LEGEND

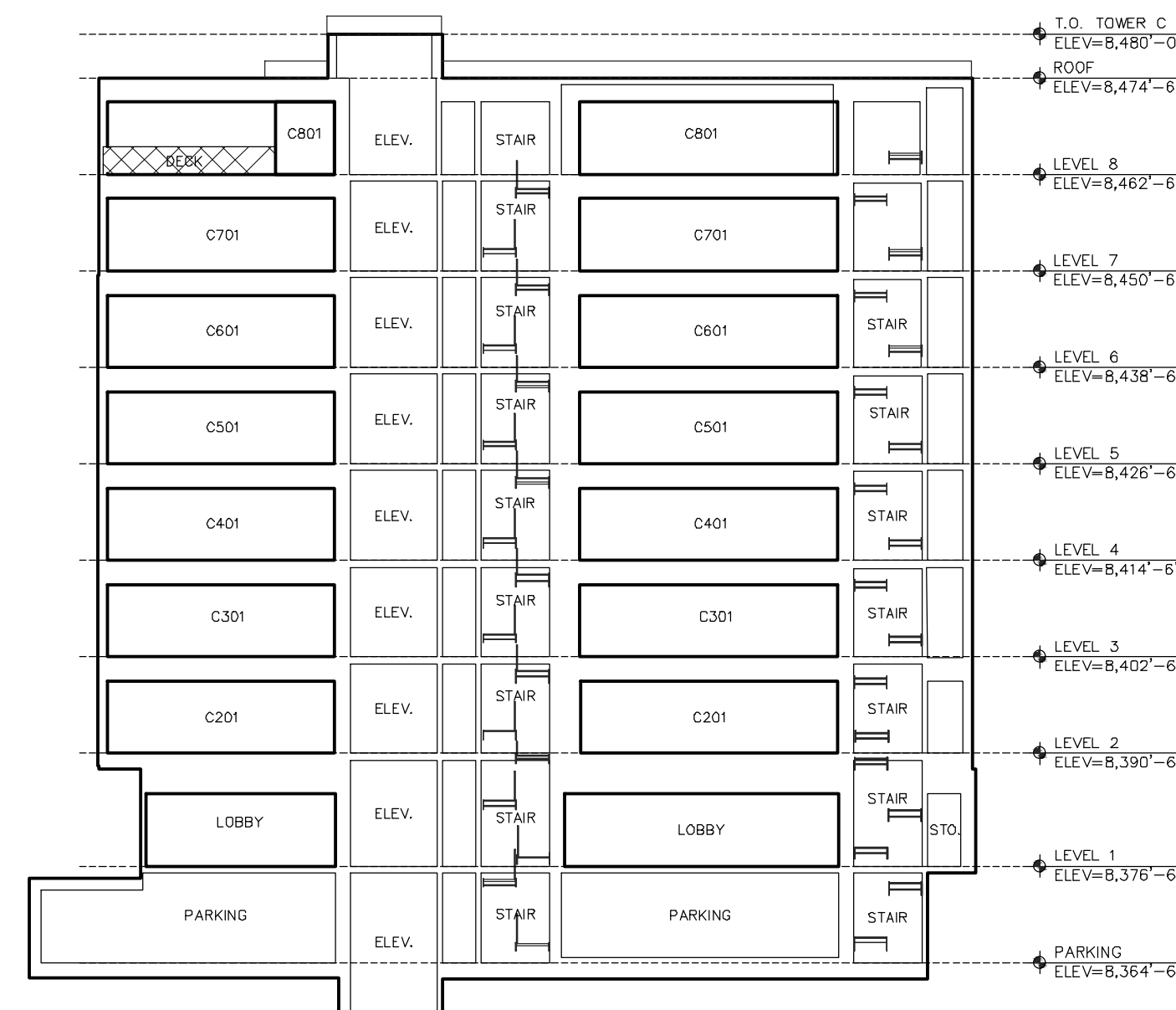
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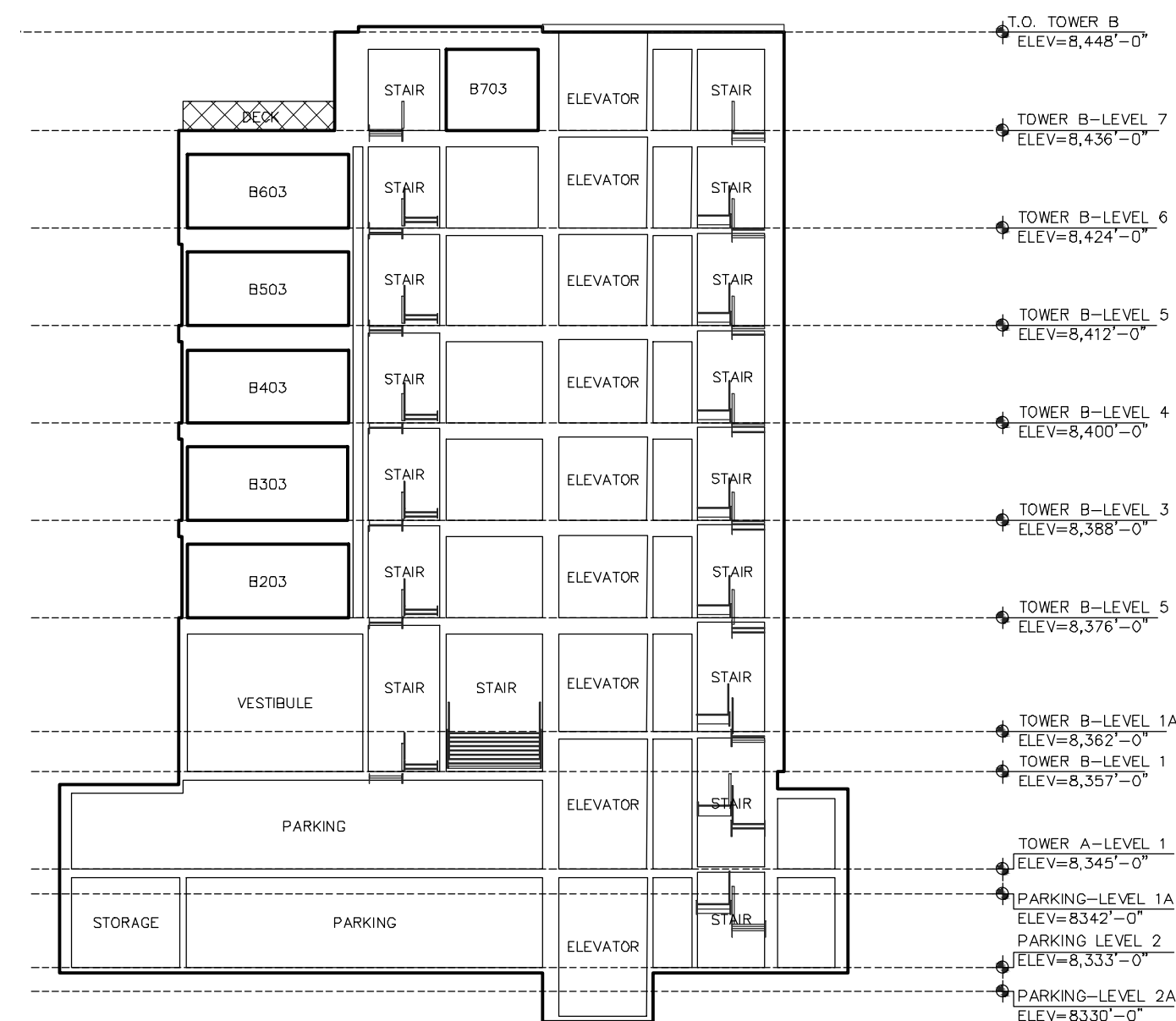
COMMON
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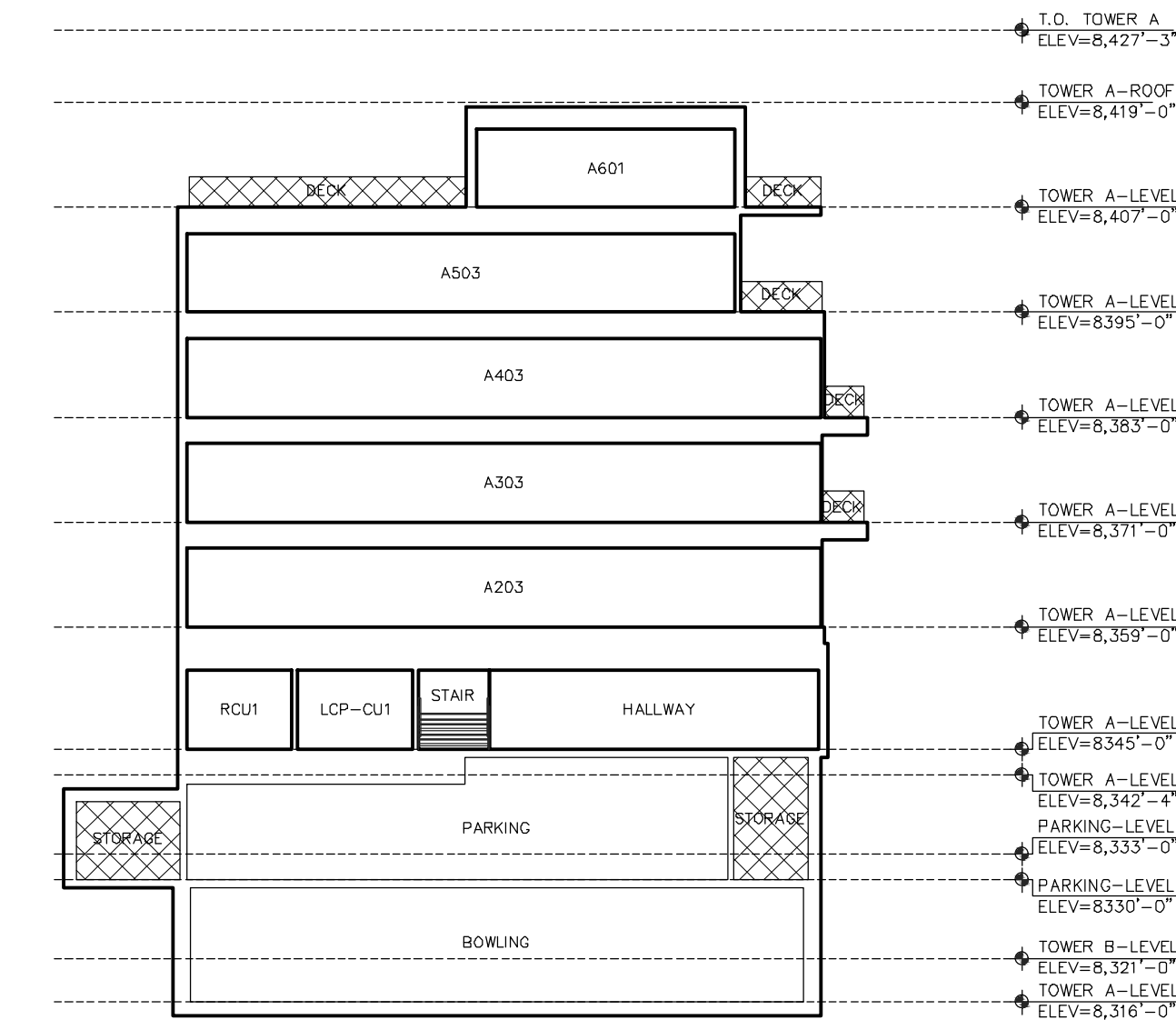
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SCALE: 1" = 20'



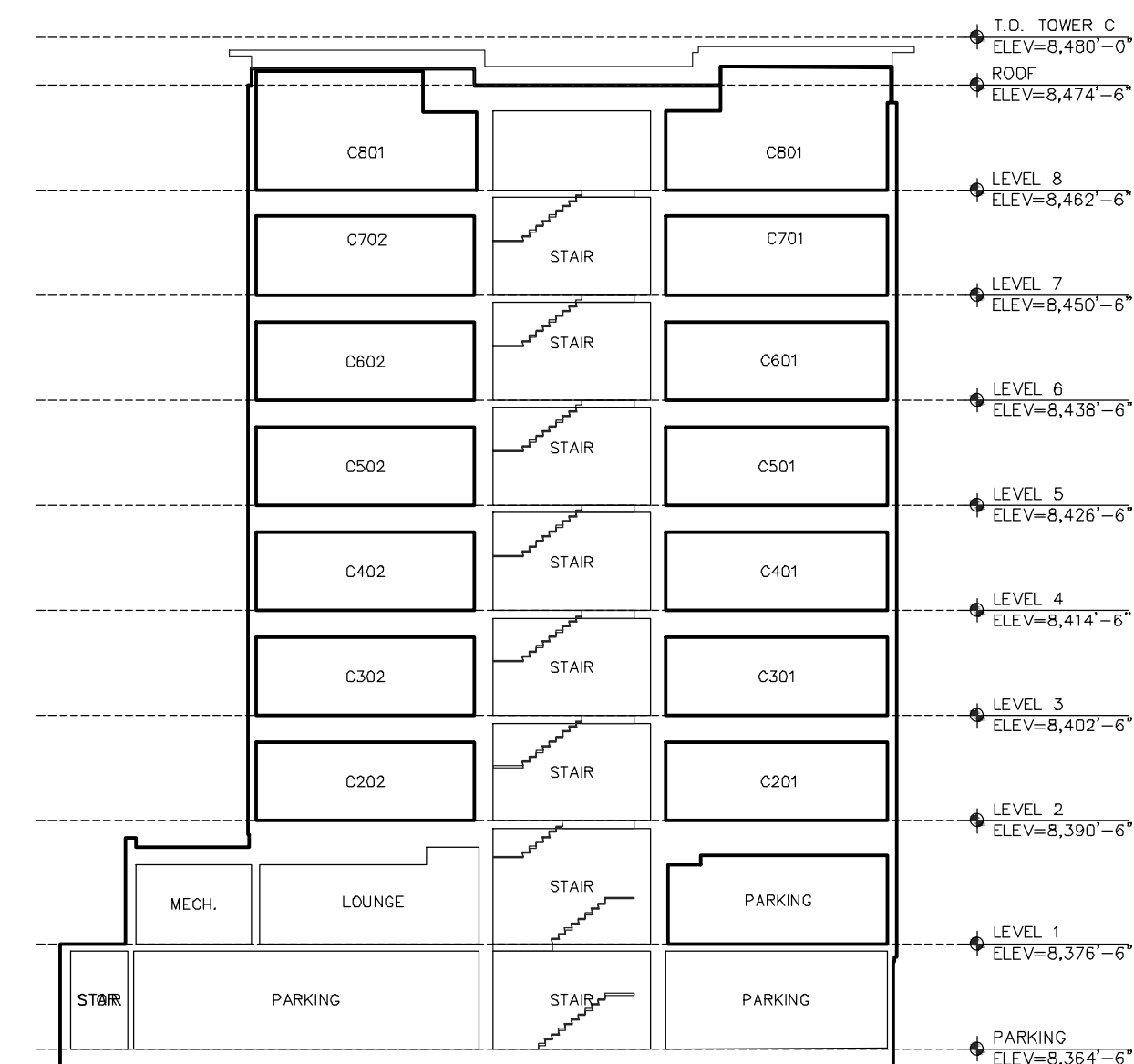
6 TOWER C SECTION 6-6
SCALE: 1" = 20'



5 TOWER B SECTION 5-5
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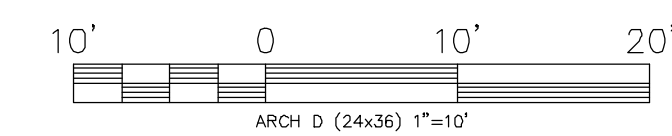


3 TOWER A SECTION 3-3
SCALE: 1" = 20'



7 TOWER C SECTION 7-7
SCALE: 1" = 20'

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March 9, 2022

Sommet Blanc Residences
9300 Marsac Avenue
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-20-04702 & PL-21-04771
<u>Subject</u>	Lot 1, B2 East Subdivision
<u>Address</u>	9300 Marsac Avenue
<u>Description</u>	2007 Flagstaff Development Agreement Amendment, Master Planned Development Amendments, and Conditional Use Permit
<u>Action Taken</u>	Approved
<u>Date of Action</u>	March 9, 2022

On March 9, 2022, the Planning Commission held a public hearing and Approved an Amendment to the 2007 Flagstaff Development Agreement, Amendments to the Empire Pass Pod B2- Master Planned Development and a Conditional Use Permit based on the following:

Findings of Fact:

1. Site Location

A. Sommet Blanc Residences LLC., is Lot 1 of the B2 East Subdivision, located at 9300 Marsac Avenue. The site is located within Pod B2 of the Village at Empire Pass Master Planned Development MPD, and of the 2007 Flagstaff Amended Development Agreement, adjacent to the Deer Valley Empire Day Lodge.

2. Site Zoning

A. The site is zoned Residential Development (RD-MPD) as part of the Flagstaff Annexation and Master Planned Development.

B. In the RD zone a Multi-Unit Dwelling is a Conditional Use.

3. Controlling Documents

A. The property was originally part of the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 and amended on March 2, 2007.

- B. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum project densities, location of densities, and development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel.
- C. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (VMPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area. The MPD (known as Mountain Village) was amended to include Pod B2 (Montage). The Mountain Village (Pods A, B1 and B2) was approved for a maximum of 785 UE of multi-family (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units.

4. Application

- A. In November 2020, the applicant submitted an application for a Conditional Use Permit which was amended on July 15, 2021, for three (3) condominium lodges (Multi-Unit Dwellings) buildings with 43 residential units above underground parking, a 3,600-square-foot public restaurant, and four (4) townhome villas within two (2) duplexes, and a detached ancillary ski locker building located on the hillside above the condominiums.
- B. On January 20, 2022 the applicant submitted modified plans for the Conditional Use Permit which includes three (3) condominium lodges (Multi-Unit Dwellings) buildings with 49 residential units above underground parking, a 3,600-square-foot public restaurant.
- C. The property is known as Lot 1 of the B2East Subdivision, approved by Council on March 9, 2017.
- D. The subdivision plat entails a 7.85 acre metes and bounds parcel. The subdivision consists of a 6.91 acre 'Lot 1', and a 0.94 acre 'Parcel A', for anticipated Deer Valley Resort ski related activities and infrastructure (potential ski bridge). Parcel A has no assigned density and is not developable in terms of residential units or UEs. The applicant recorded a Development Covenant which allocates 3,600 sf of Resort Support Commercial (from MPD maximum of 75,000 sf), and 81 UEs, to be located within a maximum of 70 multi-family dwelling units.
- E. With 49 residential units the project includes less units than entitled under the 2007 MPD (Maximum of 70) but is proposing to utilize the same 81 Unit Equivalents (UEs) of residential Density.
- F. The applicant is requesting to modify the Conditions of Approval #1 and #2 regarding the allowed Volumetrics and Building Height within Pod B2 MPD pursuant to LMC [Chapter 15-6](#), Master Planned Developments.
- G. Through the 2007 MPD process for Pod B2 Empire pass, the Empire Pass Design Guidelines had approved a plan referred to as the Hill Glazier plan regarding volumetrics and design.

5. Compliance with CUP Criteria

- A. Size and location of the site;

- a. Staff finds that the current Sommet Blanc proposal is within the prescribed development pod. Subdivision. (15-1-10(E)1).
- B. Traffic considerations including capacity of the existing Streets in the Area;
 1. Hales Engineering performed a Trip generation study, completed October 6, 2021. The report addresses the trip generation by Sommet Blanc, reporting that an average of 442 trips would be anticipated on an average weekday, including 28 trips during the morning peak hour and 48 trips during evening peak hour.
 2. As a comparison with the previous HG plan, the report states "With the anticipated patronage, the morning peak hour trips generated will be reduced by 36% under the new plan, the evening peak hour trips generated will be reduced by 11%, and the daily trips will be reduced by 24%."
 3. The second Hales Engineering Traffic Study completed on January 25, 2022 produced similar results to the initial Traffic Study. The Conclusion stated there would still be a reduced number of trips compared to the Hill Glazier plans and that there would still be a high level of service available during peak hours on SR-224.
- C. Utility Capacity
 1. The Empire Pass utilities were all sized assuming 81 UEs of development at B2 East. As such, there is ample sewer, water, electricity, and gas available for the proposed project.
 2. Lot 1 of the B2 East subdivision is included in the storm water detention for the Empire Canyon community, which includes use of the large detention basin.
 3. A final Storm Water Plan is required for review and approval prior to the issuance of a building permit (15-1-10(E)3).
- D. Emergency vehicle Access;
 1. Before the building permit is issued, the Applicant will be required to gain approval from the Fire Department with fully compliant plans. (15-1-10(E)4)
- E. Location and amount of off-Street parking;
 1. Per the Flagstaff DA, the residential parking stall requirement is reduced by 25% to 107.1 which rounds to 107 parking stalls. Each residential condo unit will have one assigned parking space.
 2. Per an agreement between Deer Valley and the Applicant, the Sommet Blanc project includes 56 tandem parking spaces within a parking deck dedicated for valet parking by Deer Valley for the Fireside Dining operation in the Empire Day Lodge. (15-1-10(E) 5).
- F. Internal vehicular and pedestrian circulation system;
 1. The lodge buildings are accessed from the Lower Driveway with a proposed curb cut off the roundabout at SR 224. (15-1-10(E)6)
- G. Fencing, Screening, and landscaping to separate the Use from adjoining Uses;

1. Sufficient screening and landscaping separate the use from adjoining uses.
 2. A final landscape plan is required as a condition precedent to Building Permit (15-1-10(E)7).
- H. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots;
1. The project is smaller in bulk, height and mass compared to its neighbor the Montage and there are no other developments on the adjoining lots with the exception of the Empire Day Lodge (15-1-10(E)8).
- I. Usable Open Space;
1. Both passive and active Open Space are provided in excess of 88% within the Flagstaff Annexation boundary and individual lots were not required to provide open space.
 2. The Applicant proposes to record a Conservation Easement on 3.06 acres on the upper portion of the site
- J. Signs and lighting;
1. Signs and lighting must be in conformance with the LMC and the Flagstaff Mountain Resort Design Guidelines. (15-1-10(E)10).
- K. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing;
1. Amended Building articulation and massing are consistent with approved lodge buildings and meet the intent of the Flagstaff DA. The applicant has received preliminary Design Approval from the Empire Pass Design Review Board and will require final approval by Building Permit stage.
- L. Noise, vibration, odors, steam, or other mechanical factors that might affect people and Property Off-Site;
1. All uses except the outdoor plaza area are inside the building and there are no expected impacts on residents, visitors or abutters. (15-1-10(E)12).
- M. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash and recycling pickup Areas;
1. Trash is located inside the garage and 4 parking spaces in the front provide for sufficient loading and unloading (15-1-10(E)13).
- N. Expected Ownership and management of the project as primary residences, Condominiums, time interval Ownership, Nightly Rental, or commercial tenancies, how the form of Ownership affects taxing entities;
1. The project will be platted as a Condominium and Nightly Rental is a permitted use within the RD zone. (15-1-10(E)14).
- O. Within and adjoining the Site, Environmentally Sensitive Lands, Physical Mine Hazards, Historic Mine Waste and Park City Soils Ordinance, Steep Slopes, and appropriateness of the proposed Structure to the existing topography of the Site;

1. There are no environmentally sensitive lands within or adjoining the site.
 2. The building is located on a sloping lot within Pod B2 and is appropriate for the topography of the site with the garage below grade (15-1-10(E)15).
- P. Review for consistency with the goals and objectives of the Park City General Plan;
1. This property was annexed, zoned, master planned and platted to be consistent with the goals and objectives of the Park City General Plan in providing resort based lodging and guest amenities in close proximity to Deer Valley Resort, affordable housing, reduction in traffic generation, with clustered development in the Village, shuttle service within the development and within Park City, significant open space and trails, as well as attention to mitigation of past and present environmental impacts. (15-1-10(E)16).
6. Compliance with the Amended and Restated Development Agreement for Flagstaff Mountain
- A. Per the 2007 DA the Mountain Village was granted a maximum density of 785 Unit Equivalents in a maximum of 550 dwelling units.
 - B. The Pod B2 MPD approval allotted the east side of B2, 81 Unit Equivalents.
 - C. Per LMC § 15-6-8, One UE equates to 2,000 sf of Multi-family dwelling floor area or 1,000 sf of commercial or office floor area
 - D. 81 UEs is equal to 162,000 sf.
 - E. The 2018 B2 East subdivision approval confirmed the 81 UEs but added the restraint that they must be constructed in a maximum of 70 unit's total.
 - F. The DA included a total of 75,000 sf of Resort Support Commercial uses. Out of the total granted Resort Support Commercial square footage, B2 East was allotted 3,600 sf.
 - G. The applicant is proposing 81 UEs in 49 units for a total of under 162,000 square feet.
 - H. The applicant is proposing under 3,600 square feet Resort Support Commercial.
 - I. The applicant is proposing two ADA units.
 - J. Sommet Blanc is meeting the Americans with Disabilities Act definition of a 'Place of Public Accommodations' which is requiring the project provide two ADA dwelling units. Since the units are required, they do not count towards the 81 UE limit.
 - K. The ADA units will be owned by the HOA and provided for guests who require such accommodations.
 - L. The Development Agreement is the equivalent of a Large-Scale Master Plan. The Development Agreement sets forth maximum densities, location of densities, and developer-offered amenities for the annexation area.
 - M. The application is in compliance with the location, density, volumetrics, parking, design and affordable housing requirements of the Development Agreement as they apply to this lot.

7. Compliance with the Amended Pod B-2 Empire Pass Master Planned Development

- A. On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass (Pod A), known as the Village Master Planned Development (VMPD) Pod A.
- B. On March 14, 2007, the Planning Commission approved a Master Planned Development (MPD) for Pod B2 at Empire Pass as an amendment to the July 28, 2004 Village at Empire Pass MPD (VMPD).
- C. Building volumetric diagrams were approved with the Pod B2 MPD known as the Hill Glazier plans.
- D. The Pod B2 MPD approved 192 hotel rooms utilizing 69.6 Unit Equivalents (UEs) and 94 hotel condominiums utilizing 114 UEs, on the west side parcel (aka Montage Deer Valley).
- E. 81 UEs of residential condominiums were assigned to the east side parcel, aka B2 East.
- F. Condition of Approval #1 of the Pod B2 MPD states: "The building plans and volumetrics for the project shall meet substantial compliance with the drawings dated April 24, 2006, and as reviewed by the Planning Commission.
- G. As amended, the Pod B2 MPD will update COA #1 to state: "The building plans and volumetrics for the project shall meet substantial compliance with the revised Sommet Blanc drawings dated 3/9/2022 as reviewed by the Planning Commission."
- H. Condition of Approval #2 of the Pod B2 MPD states: "A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for the east side condominiums to 82 feet above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission."
- I. Buildings B and C are granted an exception for building height of up to 94 feet above the benchmark grade and 106 feet above the benchmark grade, respectively.
- J. This building height was approved based on a site-specific analysis made by the Planning Commission.
- K. As amended, the Pod B2 MPD will update COA #2 to state: "A height exception for the Montage to 114 feet above a benchmarked grade (USGS 8346') is granted with the Master Plan. A height exception for Building A of 82 feet and an allowance of 94 feet for Building B and 106 feet for Building C above benchmarked grades (USGS 8330' for north datum point and 8380' for south datum point) is granted with the Master Plan. Datum points are indicated on the site plans reviewed by the Planning Commission."
- L. Lot 1 adheres to minimum RD zone setbacks.
- M. Per the Pod B2 MPD: "As with the setback requirement in (C) above, the annexation area contains more than the minimum 60% requirement. The development of the Village (pods A, B-1 and B-2) is limited to 87 acres, as

- amended, within the original 1550 acres or 5% of the land area." Lot 1 complies with the open space requirements.
- N. The Applicant will record a Conservation Easement on 3.06 acres of the Lot to count towards Open Space.
 - O. The total On-Mountain remaining requirement for the Flagstaff DA is 4.03 Affordable Unit Equivalents (AUEs).
 - P. The applicant proposes six (6) Affordable housing units (Four Studio apartments and two, two-bedroom units). This is a total of 5.9 AUEs or 4,683 sf.
 - Q. Staff does not recommend that a Child Care center be provided on-site.
 - R. The Mazepah mine shaft, located on Lot 1, was permanently closed in 2016 under geotechnical supervision.
 - S. In August of 2018, the EPA confirmed that all mine soil remediation work performed on site was in accordance with EPA requirements.
 - T. There are no Historic Sites on the B2-East development Lot.
 - U. The proposal complies with the RD Zoning District Requirements outlined in LMC § 15-2.13.
 - V. The MPD, as conditioned, complies with all the requirements of the Land Management Code;
 - W. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 herein, except as noted in Findings of Fact 6(M), 6(O), 7(G), 7(J), & 7(L);
 - X. The Pod B2 MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission. As previously approved in the DA, the applicant is proposing the Sommet Blanc development within the development Pod B2-E, specifically set aside to ensure that 826 acres of the Flagstaff Annexed land were deeded to Open Space;
 - Y. The Pod B2 MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
 - Z. The Pod B2 MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood compatibility, and protects residential neighborhoods and Uses;
 - AA. The Pod B2 MPD, as conditioned, provides amenities to the community so that there is no net loss of community amenities, such as transportation amenities, a public restaurant, skier lounges, fitness and yoga rooms, and bike storage;
 - BB. The Pod B2 MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the application was filed; The applicant is providing 5.9 AUEs totaling 6 units;
 - CC. The Pod B2 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;
 - DD. The Pod B2 MPD, as conditioned, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections; Sommet

Blanc will be part of the EPMHOA which offers on demand shuttle service to Main Street area and back; and

- EE. The Pod B2 MPD has been noticed and public hearing held in accordance with this Code.
- FF. The Pod B2 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 codes adopted by the Park City Building Department in effect at the time of the application;
- GG. The Pod B2 MPD, as conditioned, addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies.
- HH. The Pod B2 MPD, as conditioned, addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance.
- II. The Pod B2 MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.
- JJ. The Pod B2 MPD, as conditioned, addresses and mitigates traffic expected with the development.
- KK. The increase in Building Height does not result in increased square footage or Building volume over what would be allowed under the zone-required Building Height and Density, including requirements for Facade variation and design, but rather provides desired architectural variation; the proposal distributes previously allocated density on the site and meets the LMC Section 15-5-8 façade length and variation requirements;
- LL. The buildings have been positioned to minimize visual impacts on adjacent Structures. Potential problems on neighboring Properties caused by shadows, loss of solar Access, and loss of air circulation have been mitigated as determined by the Site specific analysis;
- MM. The Pod B2 MPD, as conditioned, permits adequate Landscaping and buffering from adjacent Properties and Uses;
- NN. The Pod B2 MPD follows required setbacks and separations from adjacent projects;
- OO. The additional Building Height results in more than the minimum Open Space required and results in Open Space that is publicly accessible per the previously approved 2007 Pod B2 MPD;
- PP. The additional building height is designed in a manner that provides a transition in roof elements in compliance with Chapter 5 Architectural Guidelines.

8. Other Findings of Fact

- A. The building complies with RD District zone setbacks maintaining a 20' front setback, 12' side setbacks and 15' rear setbacks. LMC exception to the side yard setback allows screened mechanical equipment to have a five foot setback from the Side Lot Line.

- B. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of building permits for buildings within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.
- C. Excavated soil will remain within the Flagstaff Annexation area as required by the Annexation Agreement with a location to be identified on the final Construction Mitigation Plan submitted with the building permits.
- D. The property is part of a common development that exceeds one acre and thus has MS4 requirements to meet.

Conclusions of Law:

1. The application, as conditioned, is consistent with the Village at Empire Pass Master Planned Development and Flagstaff Mountain Resort Master Planned Development, Pod B2 at Empire Pass Master Plan Development, and the Park City Land Management Code, and the General Plan.
2. The proposed CUP, as conditioned, will be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval:

1. All standard conditions of approval apply to this Conditional Use Permit.
2. This Conditional Use Permit shall expire one year from the date of Planning Commission approval if a building permit has not been issued prior to this date unless an extension is requested in writing prior to expiration date and the extension is granted by the Planning Director.
3. Final building plans and construction details submitted with the building permit application shall substantially comply with the plans reviewed by the Planning Commission on March 9, 2022.
4. 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 March 9, 2022.
5. All exterior lights must conform to the City lighting ordinance and the Flagstaff Mountain Resort Design Guidelines. Final compliance with the City's Lighting Ordinance will be verified at the time of building permit plan review and prior to issuance of a certificate of occupancy. Exterior lighting shall be shielded and down directed.
6. All exterior signs require an approved sign permit prior to installation.
7. 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 March 9, 2022.

8. All exterior mechanical equipment shall be located out of required setbacks and screened and shielded from public streets. Screening with landscaping and fencing/grating materials is allowed. All wall and roof top vents and protruding mechanical shall be painted to match the adjacent wall or roof to minimize impacts on public view.
9. All utility facilities must be located on site unless specific easements have been provided on the recorded plat. A plan must be provided at the time of the building permit application showing all utility locations, including dry utilities. The applicant shall provide verification that the utility plan is viable, and the utility boxes can be screened with landscaping and/or fencing.
10. The applicant shall record a Condominium Plat for the site prior to selling individual units.
11. Affordable housing provided with this Conditional Use Permit shall comply with all requirements of the City's affordable housing resolution in effect at the time of the Development Agreement. The affordable units shall be indicated on the final condominium plat prior to recordation of such plat and shall be completed prior to issuance of a certificate of occupancy for the building.
12. Deed restrictions for the six (6) affordable units, approved by the City in accordance with the applicable Housing Resolution, shall be recorded prior to plat recordation. The deed restrictions shall outline and resolve any issues or concerns that may have come up on other affordable units platted as private. The plat shall note that the affordable units are subject to a deed restriction.
13. The CCRs shall limit the HOA dues related to the deed restricted affordable units in order to ensure the Units remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees.
14. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
15. All conditions of approval of the Village at Empire Pass MPD shall continue to apply.
16. All conditions of approval of the Flagstaff Annexation and Development Agreement shall continue to apply, including the restrictions on solid wood burning fireplaces (Flagstaff DA 2.9.4), removal of excavated materials, construction of pedestrian connections to the transit hub within the Village, and provision of any required ADA and affordable housing units.
17. A Final Construction Mitigation Plan (CMP) shall be submitted for approval by the Planning, Building, and Engineering Departments prior to issuance of a building permit. The CMP shall indicate where and how excavated soils will be hauled and/or stored, hours of construction, truck routes, phasing of construction, road closures, and other items required by the Building Department.
18. Interior fire sprinklers are required for new construction and shall meet requirements of the Chief Building Official at the time of review of the building permit.
19. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
20. All requirements and conditions of the Snyderville Basin Water Reclamation District shall be met prior to building permit issuance.

21. The deed restricted units shall meet the plat note requirement of 4.2 AUEs for this lot. One AUE is equivalent to 800 sf according to the Development Agreement.
22. The plat shall note that this development is part of a common plan development and an MS4 storm water permit is required for all land disturbance activities, prior to building permit issuance.
23. Prior to building permit issuance, the applicant shall verify that capacity exists in the existing detention pond utilized by Pod A and shall demonstrate that sufficient run-off will remain on site to support existing tree stands.
24. Applicant shall construct a parking lot at the Mid-Mountain location and reroute the Mid-Mountain trail, which shall be reviewed and approved by the City's Trails and Open Space Manager.
25. Applicant shall obtain a license agreement, subject to City Attorney's Office approval, which ensures the City's ability to operate, manage, and maintain the Mid-Mountain parking lot (snow removal to remain with the EPMOA).
26. A final landscape plan is required as a condition precedent to Building Permit as well as Final Design approval from the Empire Pass Design Review Board (DRB).
27. Landscaping and irrigation must be water efficient, utilizing drought tolerant planting, limited turf area, and drip irrigation. The plan shall indicate mitigation for removal of identified significant trees.
28. A plan shall be provided indicating mitigation for removal of identified significant trees and replacement in kind of these trees.
29. A final approved storm water plan, as well as final utility and grading plans, are required prior to issuance of a building permit.
30. The CC&Rs shall provide notice and process for the tracking and collection of the Open Space Transit Management Fund also known as the Re-Investment Fee as required and defined in 3.2 of the Amended and Restated Flagstaff Development Agreement.
31. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, the 2007 Pod B2, Empire Pass MPD, B2-East Subdivision plat, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain (recorded at Summit County on March 2, 2007), and associated technical reports and Agreements, continue to apply.
32. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein. This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement, some of which are triggered by the number of certificates of occupancy issued.
33. Before the building permit is issued, the Applicant will be required to gain approval from the Fire Department with fully compliant plans. (15-1-10(E)4)
34. Sufficient screening and landscaping separate the use from adjoining uses.

35. The applicant must receive Final Design Approval from the Empire Pass Design Review Board.
36. Prior to building permit issuance, documentation from UDOT showing approval of any curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.
37. Per 15-3-11(B) Applicant must provide Electric Vehicle Charging Station Infrastructure for twenty percent (20%) of the first one hundred (100) required Off-Street parking spaces and 5% for the spaces above one hundred (100).
38. Applicant shall provide information in the CC&Rs or other documents governing a homeowner or master owners association for the Development regarding notice of the Electric Vehicle Charging Station infrastructure that exists on site.
39. Electric Vehicle Charging Stations shall be installed for 5% of required Off-Street parking spaces (5 spaces in this case). The first charging station installed shall be dual port with one Charging Station that is ADA accessible.
40. The Applicant shall include bike racks for securing at least 10 bicycles on the site plan submitted for building permit review. Bike racks must provide for both the bike frame and wheels to be locked by the user and must be designed to prevent damage to the bike and to facilitate easy and secure storage without interference from or to adjacent bikes. Bike racks must be anchored and be of solid construction, resistant to rust, corrosion, hammers, and saws. Bike racks shall be in convenient, highly visible, active, well-lit areas, and shall not interfere with pedestrian movements or snow storage. Bike racks shall be installed prior to City issuance of a Certificate of Occupancy.
41. The two (2) ADA units will be owned, maintained and kept in perpetuity as ADA units, by the HOA and provided for guests who require such accommodations.
42. The Applicant will record a Conservation Easement on 3.06 acres on the upper portion of the site
43. The Applicant will be required to meet the 4.03 AUEs with a total of 5.9 AUEs (a total of 4,683 sq.ft) to meet the Affordable Housing obligation.
44. Nightly Rentals require compliance with City Code, including a business license.
45. The Applicant shall submit an arborist report to the Planning Director prior to submitting a building permit application that identifies Significant Vegetation impacted by development and plans to replace Significant Vegetation with like vegetation, as approved by the Planning Director.
46. If the City and the owner of Twisted Branch Road and other parties later agree to allow expanded public use of Twisted Branch Road, Sommet Blanc developers and Sommet Blanc Homeowners [Sub]Association shall not object to, or veto expanded public use.
47. Applicant shall provide a snow storage easement approved by the City Engineer on the Sommet Blanc property opposite the Mid Mountain Trail parking lot in an area that does not disturb Significant Vegetation.
48. Notwithstanding greater exceptions for appurtenances in LMC 15-2.13-4.A, elevator overruns and mechanical screening may extend no more than three feet (3') above permitted Building Height as shown in plans approved on March 9, 2022. Prior to building permit issuance, documentation from UDOT showing approval of any

curb cuts or modifications to existing curb cuts onto Marsac Avenue, a state highway, is required.

Please be aware that this approval in no way exempts the property from complying with other requirements that may be in effect on the property, and building permit regulations, as applicable. It is the responsibility of the property owner and applicant to ensure compliance with these regulations.

As the Applicant, this letter is intended as a courtesy to document the status of your request. The official minutes from the Planning Commission meeting are available in the Planning Department office and online.

If you have questions regarding your application or the action taken, please don't hesitate to contact Makena Hawley at 435-615-5059 or Makena.hawley@parkcity.org. She will continue working with you through the Building Permit and Certificate of Occupancy process.

Sincerely,

A handwritten signature in dark ink, appearing to read 'John Phillips', with a long horizontal flourish extending to the right.

John Phillips
Planning Commission, Chair
Cc: Makena Hawley, Planner II

White Summit Development, LLC
P.O. Box 980022
Park City, UT, 84098

August 3rd, 2023

Re: Sommet Blanc Condominium
9300 Marsac Avenue
Plat Approval Ordinance 2022-33
Request for Extension

Pursuant to the conditions of approval for the plat for the Sommet Blanc Condominium, we respectfully request an extension of the 12 month deadline for recording the plat. We are aiming for a plat recordation in late August, but there is a possibility this may slide past the 9/1/2023 deadline under Ordinance 2022-23.

Aspen Group USA has been diligently pursuing the recordation of the plat for many months. The death of one of the financial backers of the project has triggered the need to restructure the development entities building the project. While this restructuring is imminent, there is a possibility that plat recordation may lapse past the September 1st deadline. All of the technical conditions of approval that precede plat recordation are complete or pending finalization of financial restructuring. These conditions have been reviewed by City Planning, Engineering and Legal departments.

An extension of the plat approval deadline for this project is appropriate since there have been no material changes since the plat was approved last year and the project is ready to go.

To ensure the ability to record the plat in September, in the event we do not record in August, we would greatly appreciate the opportunity to appear at the City Council meeting scheduled for 8/29/2023 to review this extension request.

Council Agenda Item Report

Meeting Date: September 14, 2023

Submitted by: Michelle Kellogg

Submitting Department: Planning

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Approve Ordinance 2023-43, an Ordinance Approving the Studio Crossing Plat Amendment, Commercial Lots and Building Pods, Amending Lot 1B, Park City Film Studios First Amended Subdivision, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Studio Crossing Plat Amendment Staff Report](#)

[Exhibit A: Ordinance No. 2023-43](#)

[Exhibit B: Ordinance No. 2022-06](#)

[Exhibit C: Applicant's Approved Housing Mitigation Plan](#)

[Exhibit D: Ordinance No. 2022-47](#)

City Council Staff Report



Subject: 3981 Kearns Blvd.
Application: PL-23-05656
Author: Alexandra Ananth, Senior Planner
Date: September 14, 2023
Type of Item: Administrative – Plat Amendment

Recommendation

(I) Review the proposed Studio Crossing Plat Amendment to subdivide Lot 1B of the Park City Film Studio First Amended Subdivision into two (2) Lots, (II) hold a public hearing, and (III) consider approving the Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as outlined in the Draft Ordinance 2023-43 (Exhibit A).

Description

Applicant: Quinn Capital Partners, LLC (Gary Crandall)
Location: 3981 Kearns Boulevard (SR-248)
Zoning District: Community Transition (CT), with a Regional Commercial Overlay (RCO), Entry Corridor Protection Overlay (ECPO), Sensitive Land Overlay (SLO), and an MPD for a mixed-use development
Adjacent Land Uses: Open Space and Recreation, Residential, Institution Uses
Reason for Review: Plat amendments require Planning Commission recommendation and City Council action¹

AUE	Affordable Unit Equivalent
CT	Community Transition
CUP	Conditional Use Permit
DA	Development Agreement
ECPO	Entry Corridor Protection Overlay
FPZ	Frontage Protection Zone
MPD	Master Planned Development
RCO	Regional Commercial Overlay
SLO	Sensitive Land Overlay

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

This Plat Amendment seeks to subdivide Lot 1B of the Park City Film Studio First Amended Subdivision (Exhibit B), Summit County Recorder Entry No. [1195353](#), into two (2) Lots, to accommodate the phased development and financing of the property,

¹ LMC [§ 15-7.1-2\(B\)](#).

consistent with the Studio Crossing MPD, a mixed-use development with:

- 60,000 square feet of Commercial Uses with surface parking
- At least 185 affordable for-rent housing units
- A market-rate condominium building with up to 50 units and parking below
- Up to 50 market-rate townhomes
- A transit stop and shelter
- Bike share and rail trail connection

Lot 1 is 11.87 acres and includes the market-rate condominium building and townhomes.

Lot 2 is 6.47 acres and contains the remainder of the project including two commercial-only buildings, two mixed-use buildings with Commercial Uses on the ground floor and two levels of rental units above, and a four-story rental building. Each of the buildings on Lot 2 has a Building Pod/footprint shown on the Plat. In accordance with the Studio Crossing Housing Mitigation Plan (Exhibit C) and MPD (Exhibit D), the Applicant is proposing a minimum of 185 affordable for-rent units in three separate buildings including at least 77 studios and a mix of 1- to 3-bedroom units.

In accordance with the Studio Crossing MPD, Lot 2 will begin construction first. Condition of Approval 5 of [Ordinance No. 2022-47](#) states that the project has an Affordable Housing Obligation of 42.4 Affordable Units Equivalents (AUEs), which the Applicant must deliver in the form of at least 65 deed-restricted rental units in Phase 1. One AUE is 900 square feet. Condition of Approval 8 requires that all affordable units have Certificates of Occupancy prior to the completion of the market rate units. No changes are proposed to the Applicant's phasing plan. Affordable Units beyond the 42.4 required AUEs are included in the Applicant's Affordable Housing Plan for a total of at least 185 deed restricted for rent units in the project.

The Planning Commission held a public hearing on August 9, 2023, and unanimously moved to forward a positive recommendation for City Council's consideration on September 14, 2023 ([Staff Report](#), [Audio](#)).

City's Housing Authority.

The [Film Studio MPD](#) is limited to Lot 1A, 4001 Kearns Blvd.

The Studio Crossing MPD is limited to Lot 1B, 3981 Kearns Blvd. [Ordinance No. 2022-47](#) allows for a maximum Density of 320,632 square feet of total development (including the remaining conditionally approved Film Studio Density plus 38,160 square feet of required affordable housing units, consistent with the site plan and final plan set reviewed by the Planning Commission on November 9, 2022), and for exceptions to the Zone Height up to 45 feet for some buildings.

Analysis

Plat Amendments are reviewed by staff and submitted to the Planning Commission, who makes a recommendation to the City Council for Final Action.²

(I) The Studio Crossing Plat Amendment complies with LMC [§ 15-2.23-3](#), the Community Transition (CT) Zoning District Requirements, and LMC [§ 15-2.17-4](#), the Regional Commercial Overlay (RCO) Criteria for Commercial Development, and the Studio Crossing MPD.

The purpose of the RCO is to allow for regional Commercial Uses on Properties not otherwise zoned for Commercial Uses. This overlay zone affords the Owner the option to apply for commercial Development and Uses on lands affected by the overlay zone. [Ordinance No. 2022-47](#), amended the original zoning and annexation on Lot 1B to allow for the proposed Studio Crossing MPD on Lot 1B only, utilizing the remaining Density from the Film Studio MPD.

Requirement	Analysis of Proposal
Lot Size – There is no min. Lot Size in the CT District; the min. Lot size is 5 acres in the RCO District.	Complies Lot 1: 11.87 acres Lot 2: 6.47 acres
Setbacks - The minimum Front, Side, and Rear perimeter Setbacks for all structures is 25 ft. (25') in the CT and RCO District. MPDs have the same perimeter Setback requirements.	Complies Front: >25 ft. Side: 25 ft. Rear: 25 ft.
Density - The base Density of the CT District is One (1)	Complies

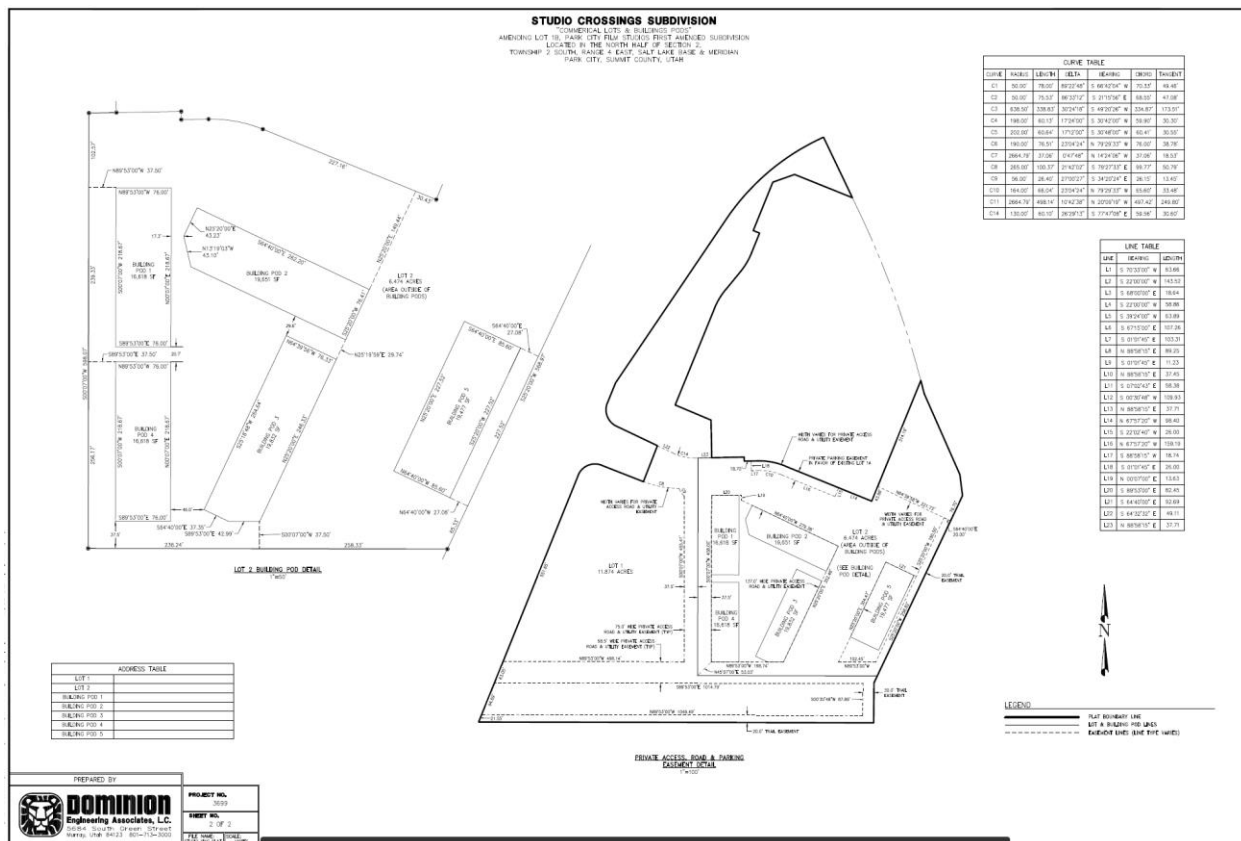
² LMC [§ 15-1-8\(H\)](#), Review Procedures Under the Code, establishes the Planning Commission's authority to review and recommend Plat Amendments to the City Council for Final Action.

Unit per 20 Acres; The Studio Crossing MPD (Ordinance 2022-47) allows for 320,632 square feet of total development including 42.4 required AUEs.	The Studio Crossing MPD (Ordinance No. 2022-47) allows for 320,632 square feet of total development including 42.4 required AUEs which the Applicant will deliver in the form of 65 for rent units in Phase 1.
Building Height – The max. zone Building Height is 28 ft. from Existing Grade; Ordinance 2022-47 allows for exceptions to the Building Height, consistent with or less than the Film Studio MPD.	Complies Lot 1: MPD allows for max. Building Height of 40 ft. Lot 2: MPD allows for max. Building Height of 45 ft.

The Plat Amendment complies with the Lot Size, Setbacks, Density, and Building Height of the CT, RCO, or the Studio Crossing MPD as applicable.

[Ordinance No. 2022-47](#) includes Council approval of Building Height exceptions, consistent with or less than the Film Studio MPD, to allow for building heights up to 45 feet for some buildings (Findings of Fact 10, 13, 14, & 33).

The RCO District requires one commercial anchor. At the Planning Commission meetings for the MPD the Planning Commission decided that the Film Studio on Lot 1A serves as the commercial anchor for the Studio Crossing site ([Ordinance No. 2022-47](#), Finding of Fact 32).



(II) The Studio Crossing Plat Amendment complies with LMC [§ 15-2.20-5](#), the Entry Corridor Protection Overlay (ECPO), and LMC [§ 15-2.21](#), the Sensitive Land Overlay (SLO), and the Studio Crossing MPD.

The ECPO is a sub-zone within the Frontage Protection Zone and applies to all development along SR-248 east of Wyatt Earp Way. The intent of the ECPO is to maintain the visual character of Park City.

Requirement	Analysis of Proposal
Front Setback - 100 ft. in the ECPO; Setbacks in the SLO are the Zone Setbacks.	Complies > 100 ft.
Building Height - 20 ft. if the ECPO Setback is less than 150 ft.; 25 ft. if the ECPO Setback is >150 ft. but < 200 ft.; Zone Height if Setback is > 200 ft.; Ordinance 2022-47 allows for exceptions to the Building Height.	Complies Ordinance No. 2022-47 allows for exceptions to the Building Height. See Analysis (I) above.

The Plat Amendment complies with the Front Setback and Building Height of the ECPO, or the Studio Crossing MPD, as applicable.

No structures are located within the 100 ft. required Front Setback. Townhomes located within 150 ft. but < 200 ft. of the ECPO are restricted to a max. Building Height of 25 feet. All structures set back >200 feet are restricted to the maximum Zone Height of 28 feet except that [Ordinance No. 2022-47](#) allows for some exceptions to the Building Height for some of the buildings.

Landscape buffering is also required. [Ordinance No. 2022-47](#), Condition of Approval 15, requires that the undulating berm required by the Film Studio MPD shall be constructed and maintained consistent with the original MPD. New Condition of Approval 12 requires that any dead or diseased trees on the Film Studio Lot shall be removed prior to the issuance of building permits for Studio Crossing, and the Film Studio site shall be landscaped in accordance with the approved MPD plans prior to the issuance of certificates of occupancy for the Studio Crossing commercial buildings.

The site contains no significant slopes, ridgelines, wetlands, or significant wildlife habitat Area according to the City's General Plan Maps and the Planning Commission discussed that a Sensitive Lands Analysis was not required for the Studio Crossing MPD.

(III) The Development Review Committee (DRC) requires Conditions of Approval.³

This Plat Amendment went to the DRC on July 18, 2023. No new concerns/issues were identified that are not addressed in the Studio Crossing MPD. The Fire Department has approved and stamped site plans for the proposed development and the Applicant has finalized a water service agreement with Park City for the Studio Crossing portion of the site. The Film Studio will continue to be served by Summit Water Distribution Company.

(IV) The proposal complies with LMC § 15-7.1-3(B) *Plat Amendments*.

Plat Amendments are reviewed according to LMC [§ 15-7.1-3\(B\)](#), and approval requires a finding of Good Cause and a finding that no Public Street Right-of-Way, or easement is vacated or amended.

LMC § 15-15-1 defines Good Cause as “[p]roviding positive benefits and mitigating negative impacts, determined on a case-by-case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering

³ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

the health, safety, and welfare of the Park City Community.”

Staff finds Good Cause for the proposed Plat Amendment as it facilitates the orderly development and financing of the individual components of the project and is consistent with the Studio Crossing MPD and approved Housing Mitigation Plan. No Public Street, Right-of-Way, or easement is vacated or amended.

The Lots will be owned and managed as follows:

- Lot 1 will be held and managed by the Applicant until the condominium units are platted and sold.
- Lot 2 will be held and managed by the Applicant.

Department Review

The Planning Department, Engineering Department, and City Attorney’s Office reviewed this report.

Notice

Staff published notice on the City’s website and the Utah Public Notice website and posted notice to the property on July 26, 2023. Staff mailed courtesy notice to property owners within 300 feet on July 26, 2023. The *Park Record* published notice on July 26, 2023.⁴

Public Input

Staff did not receive any public input prior to the publication of this staff report.

Alternatives

- The City Council may approve Ordinance No. 2023-43 as conditioned or amended; or
- The City Council may deny the Ordinance and direct staff to make Findings for this decision; or
- The City Council may continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance and Plat
Exhibit B: Ordinance 2022-06, Park City Film Studio First Amended Subdivision
Exhibit C: Studio Crossing Approved Housing Mitigation Plan
Exhibit D: Ordinance 2022-47, Studio Crossing MPD

⁴ LMC [§ 15-1-21](#).

Ordinance No. 2023-43

AN ORDINANCE APPROVING THE STUDIO CROSSING SUBDIVISION PLAT AMENDMENT, COMMERCIAL LOTS AND BUILDING PODS, AMENDING LOT 1B, PARK CITY FILM STUDIOS FIRST AMENDED SUBDIVISION, PARK CITY, UTAH

WHEREAS, the owners of the property located at 3981 Kearns Boulevard petitioned the City Council for approval of the Studio Crossing Subdivision Plat Amendment, to create two (2) Lots of Record; and

WHEREAS, on July 26, 2023, the *Park Record* published notice for the Planning Commission public hearing; and

WHEREAS, on July 26, 2023, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission public hearing; and

WHEREAS, on August 9, 2023, the Planning Commission reviewed the proposed Plat Amendment and held a public hearing; and

WHEREAS, on August 9, 2023, the Planning Commission forwarded a positive recommendation for City Council's consideration on September 14, 2023; and

WHEREAS, on September 14, 2023, the City Council reviewed the Plat Amendment and held a public hearing; and

WHEREAS, the Plat Amendment is consistent with the Park City Land Management Code, Annexation, Master Planned Development, and Entry Protection Overlay Zone

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

SECTION 1. APPROVAL. The Studio Crossing Subdivision Plat Amendment is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 3981 Kearns Boulevard.
2. The property's annexation into Park City was the result of extensive litigation between the original owners and Summit County for the development of the parcel, that resulted in a settlement which provided Park City with an option to consider the annexation prior to development in the County.
3. As a result, Park City approved its own Settlement Agreement and Development Agreement for the Quinn's Junction Partnership Annexation Master Planned Development (MPD) for the purpose of constructing 374,000 square feet of "a

motion picture studio and media campus,” as stated in the Settlement Agreement.

4. The site is in the Community Transition (CT) zone, with a Regional Commercial Overlay (RCO) and Entry Corridor Protection Overlay, and an MPD for a Film Studio and Media Campus.
5. The Film Studio MPD is limited to a movie studio and media campus, as outlined in Exhibit C of the Annexation Agreement and applies to Lot 1A only.
6. To date, only Phase 1 of the Film Campus has been constructed, which includes the sound stages, workshop, and production support/offices (Buildings 7, 7A and 7B), associated parking, the main entrance, landscaping, and berming. This totals 91,425 square feet of development, all of which is located on Lot 1A.
7. There are 282,575 square feet of remaining Commercial Density to be built at the Property, for uses and buildings consistent with the Annexation Agreement and Film Studio MPD.
8. On December 15, 2022, the City Council approved Ordinance 2022-47, which amended the Film Studio Annexation and Zoning Ordinance for the remainder of the property and allows for the development of the remaining Density as Studio Crossing, a mixed-use development with 60,000 square feet of commercial uses, up to 100 market-rate condominiums, and at least 185 affordable for-rent units.
9. The applicant is proposing to subdivide the existing ~20-acre Lot 1B into two (2) Lots. Lot 1 would consist of 11.87 acres and contain the condominium and townhome buildings. Lot 2 would consist of 6.47 acres and would contain the remainder of the site, including the commercial buildings and affordable housing units.
10. The proposed Plat Amendment is consistent with the Community Transition with Regional Commercial Overlay Zoning requirements, as well as the Entry Corridor Protection Overlay, and Studio Crossing MPD.
11. The proposed Plat Amendment allows for future development that complies with the Studio Crossing MPD as well as the Land Management Code.
12. The Findings in the Analysis section of the Staff Report dated September 14, 2023, are incorporated herein.

Conclusions of Law

1. There is Good Cause for this Plat Amendment as the amendment complies with the Community Transition with Regional Commercial Overlay Zoning requirements, as well as the Entry Corridor Protection Overlay, and Studio Crossing MPD. Existing plat notes will continue to apply; the Plat Amendment does not preclude development that is consistent with the annexation and Film Studio MPD.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. 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.
4. No Public Street, Right-of-Way, or easement has been vacated or amended.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat 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 year, this approval will be void, unless the applicant submits a request for an extension in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that the Entry Corridor Protection Overlay requirements shall apply to Lot 1B and be shown on the plat.
4. The plat shall note that a shared public access easement will be dedicated by the property owner to the City for possible future access to SR-248 at the southwest corner of the property, including possible re-dedication or transfer by the City to the state of Utah. The easement location shall be determined when the access is needed, shall be right in and right out only, and shall meet fire code access requirements of 20 feet in width of hard surface.
5. Future improvements shall be designed to meet all Engineering Department requirements.
6. The property is not within the Soils Ordinance. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
7. The Annexation Agreement includes Architectural Design Guidelines. Lot 1A complies with these Guidelines. Future development must comply with or amend these Guidelines.
8. All future development must meet the requirements of the Park City Fire District in accordance with standards applicable to the particular application and at the time of Building Permit review.
9. In accordance with the City Sign Code, Title 12, a Master Sign Plan shall be submitted prior to the issuance of permits for any signs.
10. The Applicant shall submit a Lighting Plan for the parking area in accordance with LMC Chapter 15-3.
11. All dumpsters shall be screened by fencing.
12. Any dead or diseased trees on the Film Studio Lot shall be removed prior to the issuance of building permits for Studio Crossing, and the Film Studio site shall be landscaped in accordance with the approved MPD plans prior to the issuance of certificates of occupancy for the Studio Crossing commercial buildings.
13. All Conditions of Approval of Ordinance 2022-47 shall continue to apply.

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

PASSED AND ADOPTED this 14th Day of September 2023.

PARK CITY MUNICIPAL CORPORATION

MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney's Office

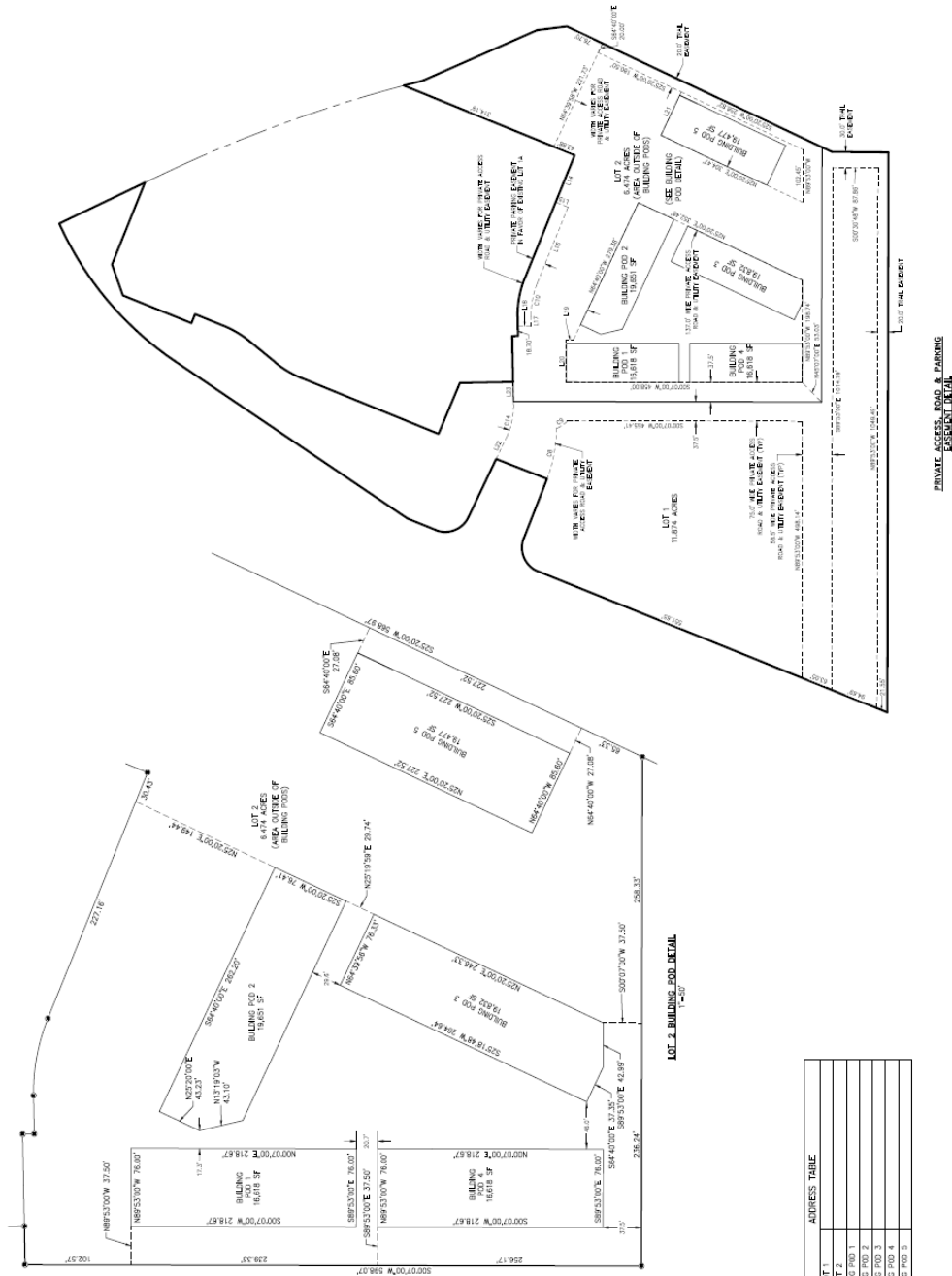
Attachment 1: Studio Crossing Subdivision

STUDIO CROSSINGS SUBDIVISION

AMENDING LOT 10, 'COMMERCIAL LOTS & BUILDINGS PODS' SUBDIVISION
 LOCATED IN THE NORTH HALF OF SECTION 2,
 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN,
 PARK CITY, SUMMIT COUNTY, UTAH

CURVE	RADIUS	LENGTH	CHORD	BEARING	CHORD	TANGENT
C1	50.00'	76.00'	89.2248'	S 89°42'04" W	70.33'	48.46'
C2	50.00'	76.53'	89.2312'	S 21°53'56" E	68.55'	61.08'
C3	538.00'	338.83'	327.4708'	S 49°22'28" W	334.87'	173.91'
C4	186.00'	66.13'	172.4300'	S 33°42'00" W	58.90'	36.30'
C5	202.00'	69.84'	171.7500'	S 30°48'00" W	60.41'	30.50'
C6	90.00'	76.51'	22.9424'	N 79°29'35" W	76.00'	38.78'
C7	2664.79'	37.06'	91.7480'	N 14°24'00" W	37.06'	18.55'
C8	265.00'	100.37'	29.4300'	S 39°22'35" E	86.37'	50.79'
C9	50.00'	26.46'	27.0037'	S 43°50'45" E	26.35'	13.46'
C10	144.00'	46.04'	27.0042'	N 79°29'35" W	46.00'	31.46'
C11	2664.79'	48.14'	92.4238'	N 20°20'19" W	48.12'	243.80'
C14	30.00'	46.13'	26.2913'	S 77°47'08" E	56.38'	30.60'

LINE	BEARING	LENGTH
L1	S 70°33'00" W	53.88'
L2	S 22°00'00" W	143.02'
L3	S 68°00'00" E	18.64'
L4	S 22°00'00" W	58.86'
L5	S 29°24'00" W	63.89'
L6	S 67°19'00" E	107.28'
L7	S 07°10'45" E	103.31'
L8	N 89°38'15" E	89.25'
L9	S 07°10'45" E	11.23'
L10	N 89°38'15" E	37.45'
L11	S 07°24'35" E	58.38'
L12	S 07°20'48" W	108.93'
L13	N 89°38'15" E	37.71'
L14	N 67°20'00" W	58.40'
L15	S 22°02'40" W	25.02'
L16	N 67°20'00" W	159.79'
L17	S 88°38'15" W	18.14'
L18	S 07°10'45" E	28.20'
L19	N 00°07'00" E	13.63'
L20	S 89°33'00" E	82.45'
L21	S 64°40'00" E	92.89'
L22	S 64°32'32" E	49.11'
L23	N 89°38'15" E	37.71'



LEGEND

--- EASEMENT LINE

--- LOT & BUILDING PERMITS

--- EASEMENT LINE (SEE THE MAP)

ADDRESS TABLE
LOT 1
LOT 2
BUILDING POD 1
BUILDING POD 2
BUILDING POD 3
BUILDING POD 4
BUILDING POD 5

PREPARED BY

DOMINION
 Engineering Associates, L.C.
 1000 N. 1000 E. SUITE 100, PARK CITY, UTAH 84302
 801-733-5000

PROJECT NO. 2020-0001
 SHEET NO. 2 OF 2
 FILE NAME: 2020-0001-01.dwg
 DATE: 08-14-2020

Ordinance No. 2022-06

AN ORDINANCE APPROVING THE PARK CITY FILM STUDIOS FIRST AMENDED SUBDIVISION, AMENDING LOT 1, PARK CITY FILM STUDIOS SUBDIVISION, 4001 KEARNS BOULEVARD, PARK CITY, UTAH

WHEREAS, the owners of the property located at 4001 Kearns Boulevard petitioned the City Council for approval of the Park City Film Studios First Amended Subdivision, to create two (2) Lots of Record; and

WHEREAS, on January 5, 2021, the *Park Record* published notice for the Planning Commission public hearing; and

WHEREAS, on December 29, 2021, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted notice to the property for the Planning Commission public hearing; and

WHEREAS, on January 12, 2022, the Planning Commission reviewed the proposed Plat Amendment and held a public hearing; and

WHEREAS, on January 12, 2022, the Planning Commission forwarded a positive recommendation for City Council's consideration on February 3, 2022; and

WHEREAS, on February 3, 2022, the City Council reviewed the Plat Amendment and held a public hearing; and

WHEREAS, the Plat Amendment is consistent with the Park City Land Management Code, annexation, MPD and Entry Protection Overlay Zone

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

SECTION 1. APPROVAL. The Park City Film Studios First Amended Subdivision is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at 4001 Kearns Boulevard.
2. The property's annexation into Park City was the result of extensive litigation between the original owners and Summit County for the development of the parcel, that resulted in a settlement which provided Park City with an option to consider the annexation prior to development in the County.
3. As a result, Park City approved its own Settlement Agreement and Development Agreement Master Planned Development (MPD) for the purpose of constructing 374,000 square feet of "a motion picture studio and media campus," as stated in

the Settlement Agreement.

4. The site is in the Community Transition (CT) zone, with a Regional Commercial Overlay (RCO) and Entry Corridor Protection Overlay, and an MPD for a Film Studio and Media Campus.
5. The MPD is limited to a movie studio and media campus, including a 100-room hotel, amphitheater, and associated Commercial uses as outlined in Exhibit C of the Annexation Agreement.
6. To date, only Phase 1 of the Film Campus has been constructed, which includes the sound stages, workshop, and production support/offices (Buildings 7, 7A and 7B), associated parking, the main entrance, landscaping, and berming. This totals 91,425 square feet of development, all of which is located on proposed Lot 1A.
7. Currently there are 283,000 square feet of remaining Commercial density to be built at the Property, for uses and buildings consistent with the Annexation Agreement and MPD.
8. The applicant is proposing to subdivide the existing 29.553-acre Park City Film Studios Lot into two (2) legal lots of record. Lot 1A would consist of 8.622 acres and contain the existing developed Film Studio Campus generally north of Round Valley Drive, the access to the site from SR-248. Lot 1B would consist of 20.464 acres and would contain the remainder of the site, generally south of Round Valley Drive.
9. The proposed subdivision is consistent with the zoning and MPD but in order to proceed with a new development plan for proposed Lot 1B, the applicant will need to file additional applications. No findings of compliance are made at this time with Municipal Code Title 15 Chapter 7, specifically 7.1, 7.2, and 7.3.
10. The Annexation Agreement states there is no Open Space requirement for the MPD.
11. The proposed Plat Amendment allows for future development that complies with the annexation and MPD as well as the Land Management Code.
12. Plat Amendments shall be reviewed according to Section 15-7.1-6 Final Subdivision Plat and approval shall require (a) a finding of Good Cause, and (b) a finding that no Public Street, Right-of-Way, or easement has been vacated or amended.

Conclusions of Law

1. There is Good Cause for this Subdivision as the amendment complies with the Community Transition with Regional Commercial Overlay Zoning requirements, as well as the Entry Corridor Protection Overlay, and annexation and MPD for a Film Studio and Media Campus. Existing plat notes will continue to apply; the subdivision does not preclude development that is consistent with the annexation and MPD.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. 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.
4. No Public Street, Right-of-Way, or easement has been vacated or amended.

Conditions of Approval

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the plat 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 year, this approval will be void, unless the applicant submits a request for an extension in writing prior to the expiration date and an extension is granted by the City Council.
3. No vesting shall occur for Lot 1B by virtue of this plat. No additional development activity or building permit will be granted on Lot 1B until further re-subdivision, zoning and MPD applications are applied for and approved. All such applications shall comply with public improvement requirements pursuant to Paragraph 1.4.6 of the MPD Agreement and with the City's Future Laws pursuant to Paragraph 2.4 of the MPD.
4. The plat shall note that Conditions of Approval of the May 12, 2012, Zoning and Annexation Agreement, Ordinance 2012-12 and Ordinance 2014-16 continue to apply to this subdivision unless subsequently amended.
5. The plat shall note that Conditions of Approval of the May 24, 2012, Development Agreement MPD continue to apply to this subdivision unless subsequently amended.
6. The plat shall note that a shared public access easement will be dedicated by the property owner to the City for possible future access to SR-248 at the southwest corner of the property, including possible re-dedication or transfer by the City to the state of Utah. The easement location shall be determined when the access is needed, shall be right in and right out only, and shall meet fire code access requirements of 20 feet in width of hard surface.
7. The plat shall note the CC&R recorded on 5/23/2014, Book 2241, page 1251.
8. The plat shall note that if Lot 1B is not developed in accordance with the zoning and annexation Ordinance 2012-12, the City's current Affordable Housing Resolution shall apply.
9. The plat shall note that the MPD berming requirements shall continue to apply to Lot 1B.
10. The plat shall note that the Frontage Protection Overlay Zone and Entry Corridor Protection Overlay requirements shall apply to Lot 1B and be shown on the plat.
11. Future improvements shall be designed to meet all Engineering Department requirements.
12. The property is not within the Soils Ordinance. However, if the property owner encounters mine waste or mine waste impacted soils, they must handle the material in accordance with State and Federal law.
13. The Annexation Agreement includes Architectural Design Guidelines. Lot 1A complies with these Guidelines. Future development must comply with or amend these Guidelines.
14. All future development must meet the requirements of the Park City Fire District in accordance with standards applicable to the particular application and at the time of Building Permit review.

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

PASSED AND ADOPTED this 3rd day of February, 2022.

PARK CITY MUNICIPAL CORPORATION

DocuSigned by:

Nann Worel

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Nann Worel, MAYOR

ATTEST:

DS



DocuSigned by:

Michelle Kellogg

E5F905BB533F431...

City Recorder

APPROVED AS TO FORM:

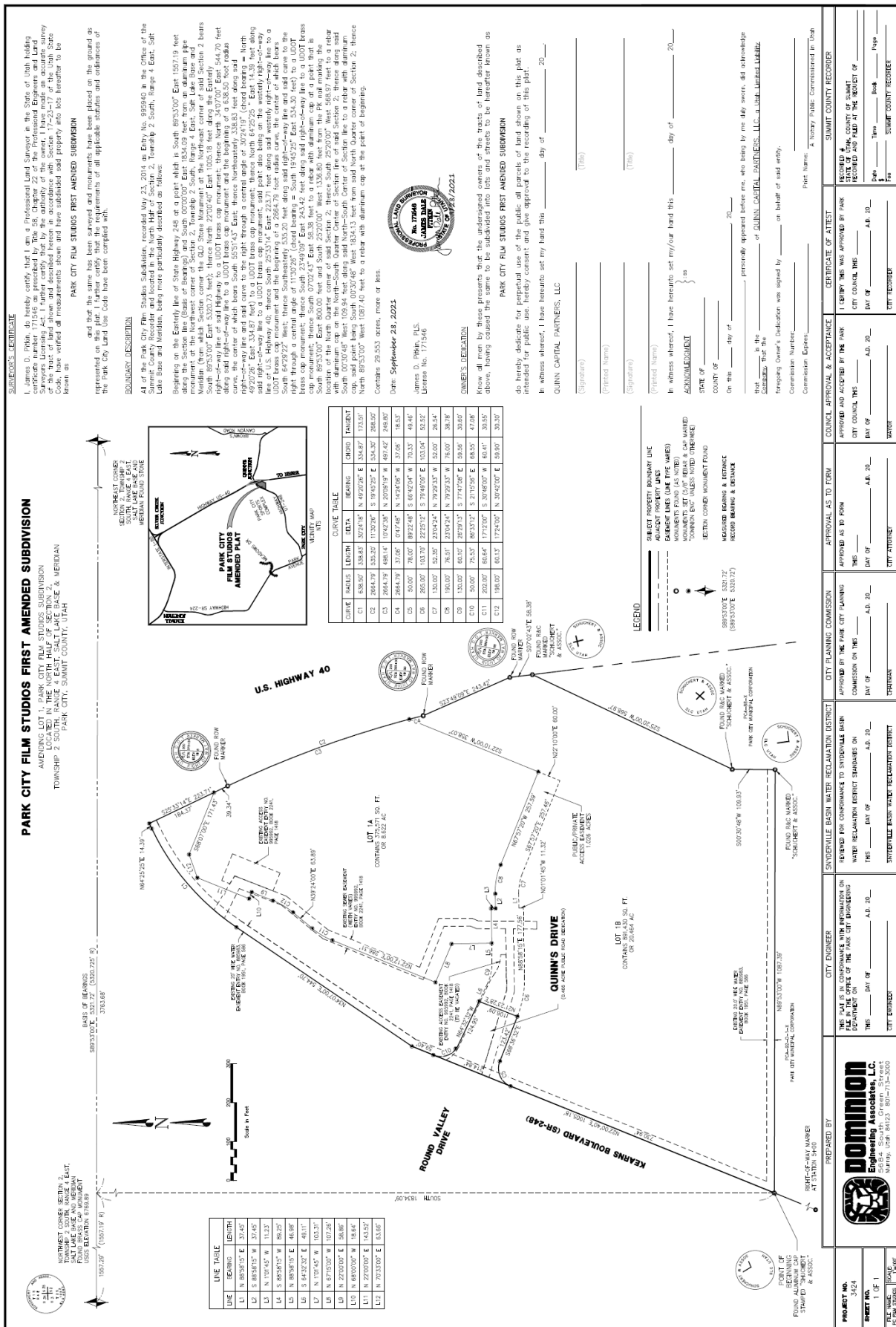
DocuSigned by:

Mark Harrington

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City Attorney's Office

Attachment 1: Park City Film Studios First Amended Subdivision



October 20, 2022

Quinn Capital Partners, LLC Housing Mitigation Plan

Quinn Capital Partners, LLC is pleased to be able to incorporate this housing mitigation plan as a part of its Amended Master Planned Development. This proposal will convert a substantial portion of the existing commercial square footage to affordable housing and create a vibrant, year-round neighborhood compatible with surrounding residents. The proposed modifications will also reduce daily traffic and enhance the quality of life for our residents, all while helping to meet community environmental and housing goals.

This housing mitigation plan is part of the 2022 Amendment to the Master Planned Development Agreement and Annexation Agreement. The original 2012 Development Agreement for the Quinn's Junction Partnership Annexation Master Planned Development expressly provided that no affordable housing was required to be built as a condition of development. Recognizing the needs of the community and benefits to the community in constructing affordable housing, QCAP is proposing to construct a minimum of 185 units of affordable housing units as part of its proposal to amend the 2012 Development Agreement.

Background

The 2012 Development Agreement did not require the construction of any affordable housing. (DA Section 5, Affordable Housing). When QCAP subdivided the subject property earlier in 2022, the City required as a condition of plat approval a note requiring QCAP to provide affordable housing meeting the current code requirements if it any point it amended the 2012 Development Agreement. In addition to meeting the code-based requirements for affordable housing, QCAP is proposing to convert existing commercial entitlements to affordable housing.

Proposed Plan

QCAP proposes to construct more than enough affordable housing units to meet the requirements of the 2021 Park City Affordable Housing Resolution. The 2021 Housing Resolution calls for a total affordable housing square footage for commercial uses based on an employee mitigation calculation. The same resolution requires 20% of condominium units to be affordable units. Per the resolution, each affordable unit is calculated as containing 900 square feet.

The final count of units required may adjust slightly with final preparations of plans and to address City input, however the required square footage will be provided per the Resolution. Forecasted calculations for the affordable housing are shown in Table 1 below:

Table 1

Studio Crossings Residential Density			
Market Rate SQFT	REU	AUE	Net Livable Space
142,000	71	14.2	12,780

**Affordable Unit Equivalent (AUE): A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.*

Studio Crossing Assumed Use Based on Newpark Retail Mix					
Use	FT	Use Mix	SQFT	Employees	Net Livable Space
Commercial Retail	3.3	73.4%	44,028	145.3	
Medical	2.9	8.7%	5,219	15.1	
Personal Services	1.3	6.1%	3640	4.7	
Restaurant	6.5	11.9%	7,113	46.2	
Total Commercial Density			60,000	211.3	
Mitigation Rate X 0.2				42.3	
AUEs/1.5				28.2	25,367.44

**Affordable Unit Equivalent (AUE): A two-bedroom unit with 900 square feet of Net Livable Space shall be considered one Affordable Unit Equivalent.*

Total Affordable Housing Obligation	
Net Livable Space	AUE
38,057.00	42.40

For the affordable housing required by the plat amendment note, QCAP proposed to construct the 42 Unit Equivalents in the following mix:

27 - Studios - 400 sqft = 10,800 sqft
 23 - 1 bedrooms - 600 sqft = 13,800 sqft
 10 - 2 bedrooms - 800 sqft = 8,000 sqft
5 - 3 bedrooms - 1,100 sqft = 5,500 sqft
 65 units = 38,057 sqft

QCAP is also voluntarily converting 79 Unit Equivalents of currently entitled commercial space to affordable housing in the following anticipated mix:

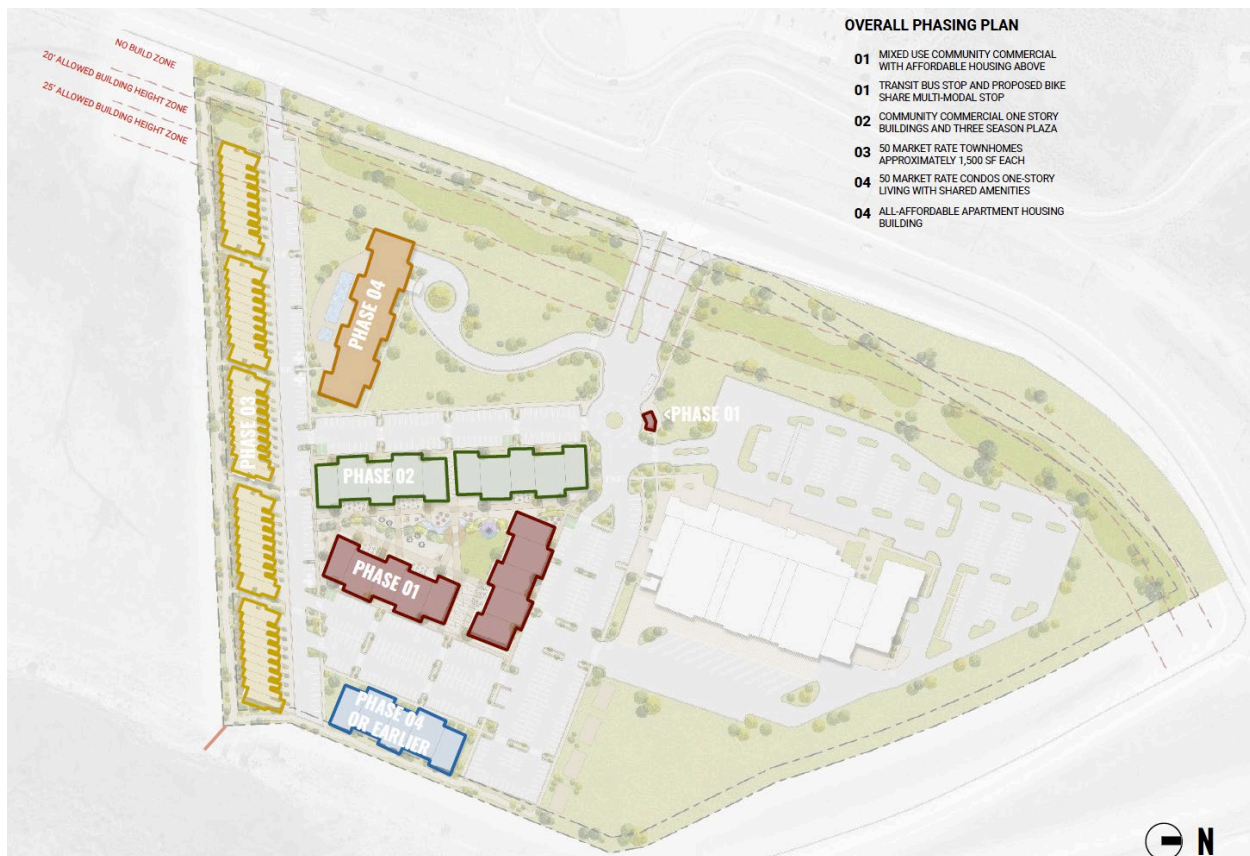
50 - Studios - 400 sqft = 20,000 sqft
 40 - 1 bedrooms - 600 sqft = 24,000 sqft
 20 - 2 bedrooms - 800 sqft = 16,000 sqft
 10 - 3 bedrooms - 1,100 sqft = 11,000 sqft
 120 units = 80,575 sqft

All affordable housing shall be deed restricted and subject to Park City affordable housing guidelines including affordable rent restrictions. All the affordable housing will be built in the

1st and 4th (anytime) phase. An unconditional certificate of occupancy, or a temporary certificate of occupancy if it allows for operation of the affordable housing units will not issue for each phase until the affordable housing requirement is met.

Site plans showing the proposed affordable housing, including the parking, are included in Exhibit A below:

Exhibit A



Eligibility and Pricing

All units will be maintained as deed restricted affordable for rent units. A qualified third-party professional property management company shall manage the rental of the units.

Eligibility for the affordable for-rent housing will be based on the AMI standards of for-rent affordable housing. In initially filling the units, QCAP shall use a geographic waterfall approach in selecting from applicants, in the following priority:

1. Qualifying applicants employed in the immediate Quinn's Junction neighborhood, including, but not limited to, employees of IHC Hospital, USSA, the Peace House, Summit County Health Department, Park City Ice Arena, and Summit Pediatrics.
2. Qualifying applicants employed within Park City boundaries.
3. Qualifying applicants employed within the Park City School District boundaries.
4. Qualifying applicants employed within Summit County.

There shall be no time limit required in selecting between orders of priority. Rather, when all qualifying applicants from a category have been exhausted, applicants from the next order of priority shall immediately be given priority. This waterfall provision shall only apply at the initial generation of any waitlist and selection for the Studio Crossing affordable housing units. From that point, all applications shall be made on a first-come-first-serve basis on the existing waitlist.

QCAP may enter into one or more master leases with local employers whereby local employers may lease a block of units to meet the housing needs of their qualifying employees. The priority of any such master leases shall follow the same geographic waterfall provided previously. Any such master leases must be consistent with the remaining provisions of this Housing Mitigation Plan, as it may be amended from time to time.

For the 65 units required by the plat amendment note—and subject to the 2021 Housing Resolution—all rentals will be to households of 80% AMI or below for Summit County and will be at the allowable rental rates for households at 80% AMI as determined by the then-applicable Summit County AMI numbers, updated on an annual basis. All rental units will submit annual compliance surveys in accordance with the recorded deed restrictions.

For the 120 units QCAP is constructing from its existing commercial density, all rentals will be to households of 120% AMI or below for Summit County. However, like the units required by the plat amendment note, all rental rates charged will be at 80% of AMI, regardless of the AMI of individual households. All gross rental rates shall include any Home Owner Association fees or assessments that may be charged against the unit.

Additionally, QCAP agrees that all (currently projected to be 77) of the studio unit rentals will be to households of 60% and 70% of AMI for Summit County and will be at the allowable rental rates for households at 60% and 70% AMI as determined by the then-applicable Summit County

AMI numbers, updated on an annual basis. QCAP will rent 27 units at 60% AMI and 50 units at 70% AMI.

Table 2 – 80% AMI Rates

Bedrooms	Occupants	*AMI (80%)	Income Percentage	Yearly Rent	Monthly Gross Rent I	No. of Units
0	1	\$66,960	30%	\$20,088.00	\$1,674.00	0
1	2	\$76,480	30%	\$22,944.00	\$1,912.00	63
2	3	\$86,080	30%	\$25,824.00	\$2,152.00	30
3	4	\$95,600	30%	\$28,680.00	\$2,486.00	15

Table 3 – 70% AMI Rates

Bedrooms	Occupants	*AMI (70%)	Income Percentage	Yearly Rent	Monthly Gross Rent I	No. of Units
0	1	\$58,560	30%	\$17,568.00	\$1,464.00	50

Table 4 – 60% AMI Rates

Bedrooms	Occupants	*AMI (70%)	Income Percentage	Yearly Rent	Monthly Gross Rent I	
0	1	\$50,200	30%	\$15,060.00	\$1,255.00	27

*AMI is based on 2021 Summit County AMI numbers.

Amenities

The Studio Crossings development will include a number of amenities available to residents of the affordable housing units. These amenities include a community plaza with a stage and play structure, a sheltered bus stop within the site, an e-bike station and bike fix-it station, 12-foot multi-use paths with pocket parks and benches throughout the site, connection to the rail trail, and Open Space with two pickleball courts, a bocce ball court, and a half basketball court.

Studio Crossings will be a transit and trail-oriented development. There will be a dedicated and improved transit stop within the development. QCAP is also working to ensure that an electric bikeshare location is included on site. In addition to these public transit options, there will be covered bike storage available for each of the affordable housing buildings. It is QCAP's intention to enable and encourage alternative transit options to private vehicle ownership.

Ordinance No. 2022-47

AN ORDINANCE AMENDING THE ANNEXATION AND ZONING [ORDINANCE NO. 2012-12](#), FOR APPROXIMATELY 20.46 ACRES OF PROPERTY LOCATED AT 3981 KEARNS BOULEVARD, IN THE QUINN'S JUNCTION AREA, KNOWN AS THE PARK CITY FILM STUDIOS FIRST AMENDED SUBDIVISION LOT 1B, PARK CITY, UTAH. THE SITE WAS PREVIOUSLY ZONED COMMUNITY TRANSITION (CT) WITH A REGIONAL COMMERCIAL OVERLAY (RCO) DESIGNATION.

WHEREAS, the property's annexation into Park City was the result of extensive litigation between the original owners and Summit County for the development of the property, which resulted in a settlement that provided Park City with an option to consider the annexation prior to development in the County; and

WHEREAS, as a result, Park City approved a [Settlement Agreement](#), [Annexation Agreement](#), and the Quinn's Junction Partnership Annexation [Master Planned Development \(MPD\)](#) for the purpose of constructing 374,000 square feet of "motion picture studio and media campus" (as stated in the Settlement Agreement); and

WHEREAS, the site is in the [Community Transition](#) (CT) zone, with a [Regional Commercial Overlay](#) (RCO), [Entry Corridor Protection Overlay](#) (ECPO), and [Sensitive Land Overlay](#) (SLO) in addition to the MPD; and

WHEREAS, the existing MPD is limited to a movie studio and media campus, including a 100-room hotel, amphitheater, and associated Commercial Uses and square footage, as outlined in Exhibit C of the [Annexation Agreement](#) and the zoning was adopted at the time of annexation to enable the Film Studio MPD; and

WHEREAS, to date, only Phase 1 of the Film Campus has been constructed, which includes the sound stages, workshop, and production support/offices (Buildings 7, 7A, and 7B on the approved site plan, Exhibit B and included below), associated parking, the main entrance, landscaping, and berming along Kearns Blvd, totaling 91,425 square feet of development Density; and

WHEREAS, currently, there are 282,575 square feet of remaining conditionally approved Density to be built on the property, for Uses and buildings consistent with the Annexation Agreement and MPD; and

WHEREAS, in 2021, while considering a phasing plan amendment to construct the allowed hotel building, the City Council indicated a willingness to entertain further amendments to the Annexation and MPD to produce more community benefits, including affordable housing, for the remaining conditionally approved Density; and

WHEREAS, On February 3, 2022, the applicant received approval to subdivide the original parcel into two (2) legal Lots of record ([Ordinance 2022-06](#)). Lot 1A now consists of 8.622 acres and contains the existing Film Studio Campus. The applicant is

not proposing any changes to this portion of the site and the existing MPD still governs Lot 1A; and

WHEREAS, Lot 1B consists of 20.464 acres and will contain the remaining Density to be developed with commercial and residential Uses. The applicant is seeking to amend the existing Annexation Ordinance and MPD for this portion of the site only; and

WHEREAS, on July 27, 2022, the property was properly noticed and posted, and courtesy letters were sent to surrounding property owners according to the requirements of the Land Management Code; and

WHEREAS, on July 27, 2022, proper legal notice was published according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held public hearings on August 10, 2022, and October 26, 2022, to receive input on the proposed amendment to the MPD and Zoning and Annexation Ordinance; and

WHEREAS, the Planning Commission, on November 9, 2022, unanimously approved the amendment to the MPD for a mixed-use project with at least 185 affordable rental units on Lot 1B; and

WHEREAS, the Planning Commission, on November 9, 2022, forwarded a positive recommendation to the City Council to amend the Zoning and Annexation Ordinance and for exceptions to the Zone Height; and

WHEREAS, on December 15, 2022, the City Council held a public hearing to receive input on the Zoning and Annexation Ordinance and for exceptions to the Zone Height; and

WHEREAS, it is in the best interest of Park City, Utah to approve an amendment to the Zoning and Annexation Ordinance and exceptions to the Zone Height for Lot 1B only.

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

SECTION 1. APPROVAL. The Zoning and Annexation Ordinance 2012-12 as it applies to Lot 1B only, is hereby amended, including for exception to the Zone Height, as shown in Attachment 1, and is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 3981 Kearns Boulevard.

2. The site is in the [Community Transition](#) (CT) zone, with a [Regional Commercial Overlay](#) (RCO), [Entry Corridor Protection Overlay](#) (ECPO), and [Sensitive Land Overlay](#) (SLO) in addition to the Film Studio MPD.
3. The Park City Film Studios consists of two separate lots. Lot 1A contains the developed portion of the Park City Film Studios, and Lot 1B is currently undeveloped. Both lots are subject to an [Annexation Agreement](#) and the Quinn's Junction Partnership Annexation Master Planned Development Agreement ([MPD](#)).
4. The applicant submitted applications to amend 1) the [MPD](#), to allow for additional Uses, and to modify the Use, number, footprints, and Building Heights for the remaining Density allocated in the MPD on Lot 1B only; and 2) the Community Transition - Regional Commercial Overlay Zoning and [Ordinance 12-12](#), the annexation and zoning Ordinance. Lot 1A will remain subject to the original Annexation, Zoning, and MPD agreements.
5. The applicant has 282,575 square feet of Density under the existing MPD that has not been constructed. The applicant is proposing to construct a mixed-use project, including 60,000 square feet of Commercial Uses, up to 100 market-rate for-sale units, and at least 185 affordable for-rent units up to 80% AMI, consistent with the Applicant's Housing Mitigation Plan, approved on December 14, 2022, by the City's Housing Authority.
6. The applicant submitted:
 - a. Conceptual Site Plans including a Phasing Plan;
 - b. A Parking Analysis;
 - c. A Trip Generation Analysis; and
 - d. A Housing Mitigation Plan.
7. The project requires 42.4 Affordable Unit Equivalents (AUEs) which the applicant is proposing to deliver in Phase 1 in the form of at least 65 deed restricted units, meeting the Project's Housing Obligation in Phase 1.
8. In addition to the required affordable units, the applicant is proposing at least 120 "additional" affordable units that will be delivered partially in phase 1 (~55 affordable units) and partially in Phase 4 or earlier (~65 affordable units). These additional units may be available to households at up to 120% of AMI, consistent with the Applicant's Housing Mitigation Plan, approved on December 14, 2022, by the City's Housing Authority.
9. The proposed bedroom mix and size of the affordable units is as follows:

Affordable Units	Number	Size
Studios	77	400
1 Bedrooms	63	600
2 Bedrooms	30	800
3 Bedrooms	15	1,100
Units	185	

10. Phase 1 consists of the transit stop and bus shelter, the plaza area, and two mixed-use rental buildings totaling 90,000 square feet. Each building is 3-stories with a maximum Building Height of 40 feet, exceeding the zone height of 28 feet. Both buildings contain 15,000 square feet of commercial space on the ground floors and 30,000 square feet of affordable rental housing on the second and third levels. It is anticipated that Phase 1 will include approximately 120 affordable housing units, including and exceeding the applicant's Affordable Housing Requirement with 65 required units and 55 "additional" affordable units. There are no market rate units in Phase 1.
11. Phase 2 consists of two commercial buildings totaling 30,000 square feet. Each building is 1-story with a maximum Building Height of 25 feet, meeting the zone height. Each building contains 15,000 square feet of "community focused, small-scale commercial, retail or restaurant" space. A community plaza area connects the Phase 1 and Phase 2 buildings. No residential units are proposed as part of Phase 2.
12. Phase 3 consists of no more than 50 for-sale market-rate townhomes in five clusters of 10 units totaling 82,000 square feet. Each unit is 2-stories totaling between 1,500 -1,700 square feet with a maximum Building Height of 25 feet, meeting the zone height, and contains 2-3 bedrooms. A garage and access to surface parking are included with each townhome. There are no affordable units proposed for Phase 3.
13. Phase 4 consists of one market-rate building of 60,000 square feet. The building is 3-stories with a maximum Building Height of 40 feet, exceeding the zone height. This building will contain a maximum of 50 for-sale market-rate units and 72 underground parking stalls for residents of the building.
14. The site plan also includes one additional 4-story, for-rent affordable building to be built concurrent to the Phase 4 market-rate building, or earlier. The building has a maximum Building Height of 45 feet, exceeding the zone height and the balance of the "additional" affordable units, ~65 units, will be constructed in this building.
15. Section 4.5 of the existing [MPD](#) expressly states that "Pursuant to the Annexation Agreement, no affordable housing is required for this MPD." However, the recent Subdivision approved by Council on February 3, 2022 ([Ordinance 2022-06](#)), Condition of Approval 8, states "The plat shall note that if Lot 1B is not developed in accordance with the zoning and annexation Ordinance 2012-12, the City's current Affordable Housing Resolution shall apply." The applicant is proposing to meet and exceed the City's affordable housing requirements with this project. It is because the applicant is proposing to construct at least 185 affordable housing units that the Council was willing to conceptually support the proposed project.
16. The site plan for Lot 1B includes 320,632 square feet of total development. However, as affordable units that are required as part of an MPD approval do not count towards the calculated Density, the proposal totals not more than 282,575 square feet, equaling the remaining conditionally approved Density of 282,575 square feet. With the 91,425 square feet of Density built on the Film Studio portion of the site (Lot 1A) the entire project is 374,000 square feet, equal to or less than the 374,000 square feet the site was originally approved for.

17. The Planning Commission approved the amendment to the MPD on November 9, 2022, and unanimously voted to recommend the amendment to the zoning and annexation Ordinance including exceptions to the Zone Height, to the Council for consideration on December 15, 2022.
18. The Planning Commission also voted to recommend the applicants Housing Mitigation Plan to the City's Housing Authority for consideration on December 15, 2022.
19. The applicant has a total Affordable Housing Obligation of 42.4 AUEs or 38,160 square feet. If the project numbers change, the Affordable Housing Obligation must be adjusted accordingly.
20. The applicant will construct all 65 units or 42.4 AUEs (38,160 square feet) of required Affordable Housing in Phase 1, meeting the City's current Affordable Housing Resolution, as follows.

Type	Units	Size
Studios	27	400
1 Bedroom	23	600
2 Bedrooms	10	800
3 Bedrooms	5	1,100
Units	65	
@ 900 SF		42.4 AUEs

21. In addition to meeting the City's Affordable housing Obligation in Phase 1, the applicant will construct at least an "additional" 55 affordable housing units in Phase 1, and 65 more "additional" units as part of Phase 4, for a total of at least 120 "additional" affordable housing Units or 78.8 AUEs as follows:

Type	Units	Size
Studios	50	400
1 Bedroom	40	600
2 Bedrooms	20	800
3 Bedrooms	10	1,100
Units	120	

@ 900 SF		78.8 AUEs
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22. All required affordable units, will be rental units available to households at up to 80% AMI, except for 77 studios. At least 27 Studios will be available to households making up to 60% of AMI, and at least 50 Studios will be available to households making up to 70% of AMI broadening the affordability of these units. The rest of the additional units may be available to households at up to 120% of AMI, consistent with the Applicant's Housing Mitigation Plan, approved on December 14, 2022, by the City's Housing Authority.
23. The applicant shall use a geographic waterfall approach in selecting from applicants in the following priority:
 - a. Qualifying applicants employed in the immediate Quinn's Junction neighborhood, including but not limited to employees of IHC Hospital, USSA, the Peace House, Summit County Health Department, Park City Ice Arena, Summit Pediatrics, etc.
 - b. Qualifying applicants employed within Park City boundaries.
 - c. Qualifying applicants employed within the Park City School District boundaries.
 - d. Qualifying applicants employed within Summit County (additional affordable units only).
24. The "additional" 120 affordable units will be available to eligible households at up to 120% of Summit County AMI. However, rental rates charged will be at 80% of AMI, regardless of the AMI of individual households, meeting the City's definition of affordable. All gross rental rates will include any Homeowner Association fees or assessments that may be charged against the units, and this will be a Condition of Approval. Twenty-Seven (27) studio units will be available at 60% AMI and 50 studio units will be available at 70% AMI.
25. Amenities available to residents of the affordable units include a sheltered bus stop, e-bike station and bike fix-it station, community plaza, sports courts, sheltered bike storage, recycling rooms, outdoor dining, electric car charging station, green and dog-friendly space, and an internal pedestrian and bike trail system with connections to the broader Park City trail system.
26. Section 2.5(e) of the [Annexation Agreement](#) specifically discusses Building Height for the existing MPD and allows for Building Height exceptions.
27. The maximum Building Height in the CT zone is 28 feet with additional Height and Setback restrictions for the [ECPO](#). Proposed Building Heights range from 25 feet to 45 feet, with most of the taller buildings located in the center or rear (east side) of the site. One exception to this is the market-rate Multi-Unit Dwelling located adjacent to SR-248, with a maximum Building Height of 40 feet. The proposed townhomes and commercial buildings meet the Zone Building Height requirements at 25 feet in Height, and all buildings are located outside of the EOPC 150-foot Setback requirement.
28. The RCO allows for the City Council to grant Building Height exceptions upon recommendation from the Planning Commission.
29. On November 9, 2022, the Planning Commission found that the proposed Building Height exceptions are consistent with the Film Studio MPD Building Height

Exceptions and meet the standards for review of the CT-RCO zone. The site is located hundreds of feet from the nearest abutters and will not have a visual impact on any existing structures. All buildings meet required Setbacks. The Planning Commission also finds that there is no net increase in the proposed square footage over what is possible under the existing MPD.

30. The site contains no significant slopes, ridgelines, wetlands, or significant wildlife habitat Area according to the City's General Plan Maps
31. MPDs require a minimum of 60% Open Space. However, the existing MPD has no minimum Open Space requirement per the Annexation Agreement. The proposed new site plan increases the amount of Open Space over the previously approved MPD.
32. The Film Studio shall serve as the Commercial anchor for the site in compliance with LMC § [15-2.17-4](#).
33. With respect to Building Height, the Council finds that the proposed Building Height exceptions are consistent with the Film Studio MPD Building Height Exceptions, and meet the standards for review of the CT-RCO zone:
 - a. The site is located hundreds of feet from the nearest abutters and will not have a visual impact on any existing structures, and there will be no loss of solar access, view corridors, or ridge line intrusions (Review Criteria 1 & 2 and MPD Building Height Criteria 2).
 - b. The height exceptions do not result in additional traffic or loss of Open Space as compared to the approved Film Studio MPD (Review Criteria 3 and MPD Building Height Criteria 5).
 - c. The height exceptions are consistent with the approved Film Studio MPD (Review Criteria 4).
 - d. The landscape buffer required by the Film Studio MPD is being carried forward and will mitigate and buffer the buildings from adjacent Uses (Review Criteria 5 and MPD Building Height Criteria 3).
 - e. The application meets or exceeds all Setback requirements (Review Criteria 6 and MPD Building Height Criteria 4).
 - f. The Film Studio MPD has no Open Space requirement, and the applicant is increasing the amount of Open Space with this Amendment (Review Criteria 7).
 - g. Both the Commercial Buildings (Buildings 3 on the Site Plan) and the townhomes have maximum Building Heights of 25 feet, which is lower than the underlying Zone Height of 28 feet (Review Criteria 8 and MPD Building Height Criteria 6).
 - h. The project includes high quality architecture, transit and trail connections, and a significant amount of affordable housing beyond what the LMC requires (Review Criteria 9).
 - i. The amendment to the MPD does not result in a net increase in the allowable square footage or Building volume above Grade over what is possible under the existing MPD (Review Criteria 10 and MPD Building Height Criteria 1).

Conclusions of Law:

1. The modification to the 2012 Quinn's Junction Partnership Annexation Master Planned Development Agreement is a substantive modification.
2. The Application complies with the requirements of the Land Management Code as conditioned and approved.
3. The modifications are compatible with surrounding structures in use, scale, mass, and circulation.
4. The effects of any differences in use or scale have been mitigated through careful planning.
5. The modification to the Master Planned Development:
 - a. complies with all requirements of the Land Management Code;
 - b. meets the minimum requirements of Section 15-6-5;
 - c. provides the highest value of Open Space, as determined by the Planning Commission;
 - d. strengthens and enhances the resort character of Park City;
 - e. compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;
 - f. 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;
 - g. provides amenities to the community so that there is no net loss of community amenities;
 - h. is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time staff determined the Application to be complete;
 - i. meets the Sensitive Lands requirements of the Land Management Code and is designed to place Development on the most developable land and least visually obtrusive portions of the Site;
 - j. promotes the Use of non-vehicular forms of transportation through design and by providing trail connections;
 - k. was noticed and the Planning Commission held a public hearing in accordance with this Chapter;
 - l. 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;
 - m. addresses and mitigates Physical Mine Hazards according to accepted City regulations and policies;
 - n. addresses and mitigates Historic Mine Waste and complies with the requirements of the Park City Soils Boundary Ordinance;
 - o. addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan;
 - p. addresses and mitigates traffic.

Conditions of Approval:

1. Lot 1A, 4001 Kearns Boulevard, is subject to the original Film Studio Annexation, Zoning, and MPD agreements.
2. Development of 3891 Kearns Boulevard is contingent upon approval of the Building Heights by the City Council, approval of the applicant's Housing Mitigation Plan by the Park City Housing Authority, and ratification of a Development Agreement by the Planning Commission.
3. The majority of the 60,000 square feet of Commercial Uses in the project shall be limited to smaller-scale community-oriented commercial Uses set forth in the Application and Final Plan Set dated October 26, 2022, and the applicant shall not be required to return to the Planning Commission for a CUP unless noted herein. Any Conditional Use that requires a CUP in the RCO Zoning District and has a parking requirement of 5 stalls per 1,000 square feet or greater, shall require a CUP except for Restaurants, Bars or Child Care Center. A detailed parking analysis shall be submitted at the time of CUP application. Telecom Antennas, Office Intensive, Retail/Service Intensive, and Medical Office/Clinic shall require a CUP.
4. Commercial Uses shall not include Hotels of any kind, any business with a Drive-Up window, or Gasoline Service Station.
5. The project requires 42.4 Affordable Unit Equivalents (AUEs) which the applicant will deliver in the form of at least 65 deed restricted units, meeting the Project's Housing Obligation in Phase 1.
6. In addition to the required affordable units, the applicant is proposing at least 120 "additional" affordable units that will be delivered partially in phase 1 (~55 affordable units) and partially in Phase 4 or earlier (~65 affordable units).
7. The site plan includes one additional 4-story, for-rent affordable building totaling 58,632 square feet, to be built concurrent to the Phase 4 market-rate building, or earlier. The building has a maximum Building Height of 45 feet, and the balance of the "additional" affordable units will be constructed in this building.
8. Certificates of Occupancy for the Phase 4 building affordable units shall be tied to the issuance of Certificates of Occupancy for the market-rate units, so that all affordable units have Certificates of Occupancy prior to the completion of the market rate units.
9. No additional Density shall be built on Lot 1A, and Lot 1B is subject to a maximum Density of 320,632 square feet of total development (including required affordable housing units), consistent with the site plan and final plan set reviewed by the Planning Commission on November 9, 2022.
10. Parking and lighting shall meet requirements of the LMC, except for the parking reduction granted by the Planning Commission as part of the MPD. See LMC § [15-3](#) and § [15-5](#).
11. The secondary access to the site (non-signalized access) must be reviewed and approved by UDOT and the City Engineer prior to building permits and shall be right-in/right-out only.
12. The applicant shall locate a bus stop and bus shelter on site at a location to be reviewed and approved by the City Engineer and High Valley Transit prior to the issuance of a building permit.

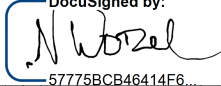
13. The applicant shall provide a bike share and bike fix it station on site and the applicant shall be responsible for all costs, including annual operational expenses, maintenance of the stations, infrastructure of bike station, kiosk, additional bikes to maintain service standards, and coordinate with vendor provider on installation and purchasing. The City shall review and approve the final location of the share station and the minimum number of bikes it can accommodate. A land easement to the bike share/County may be required. The applicant shall be responsible for providing electricity, adequate lighting, and access around the station.
14. Bike racks shall be provided for the various commercial uses as required by LMC § [15-3](#).
15. The undulating berm required by the Film Studio MPD shall be constructed and maintained consistent with the original MPD.
16. A Stormwater Management Plan shall be reviewed and approved by the City Engineer prior to the issuance of any building permits.
17. Rooftop mechanical equipment shall be architecturally screened from public view.
18. Trash and recycling enclosures shall be screened with landscaping or fencing.
19. All signage shall comply with the LMC.
20. The applicant shall provide covered bike storage in all residential buildings at a minimum rate of one stall per unit consistent with the City's LMC requirements at the time of building permit.
21. The applicant shall provide recycling facilities in all Multi-Unit Dwellings on site.
22. A final subdivision plan shall be recorded prior to construction of the condominium units.
23. The applicant shall bring Lot 1A into compliance with the originally approved Landscape Plan. Plant substitutions shall be allowed by the Planning Director if other species are deemed more suitable for the site.
24. The applicant shall construct a trail connection from the site to the Park City Rail Trail, upon review and approval of a plan by the City's Open Space Manager. The City will contribute up to \$75,000 for the cost of this connection.
25. The applicant has committed to using water efficient low flow fixtures and Energy Star rated appliances in all units; designing the building envelopes to be energy efficient; using water wise native landscaping; and providing recycling locations throughout the site. The applicant is encouraging multimodal transportation choices by offering alternative modes of transportation on site including locating a bus station, e-bike share, connection to the Rail Trail, and providing covered bike storage in all Multi-Unit Dwellings. In addition, the applicant is reducing their overall parking to prevent excess paving and increase open space. All lighting will meet the City's Dark Sky Ordinance LMC § [15-5-5\(J\)](#).
26. Final utility plans have not been reviewed for approval and must be submitted for review prior to the issuance of any utility or building permits.
27. The Park City Fire District shall review and approve final plans prior to the issuance of any utility or building permits.
28. The Snyderville Basin Water Reclamation District shall review and approve plans prior to the issuance of any utility or building permits. All items required under the Line Extension Agreement must be completed prior to the issuance of any building permits.

29. Minor administrative modifications to the site plan shall be allowed by the Planning Director. Any substantive modifications to the site plan such as changes in access, building locations, or Density shall be reviewed by the Planning Commission for consistency with the conceptually approved site plans reviewed on November 9, 2022.
30. Prior to the issuance of a building permit the applicant shall submit evidence to the City Engineer and Public Utilities Director in accordance with LMC § 15-7.3-6, Water Facilities, confirming that 1) Summit Water has sufficient water supply for domestic water use and fire protection to service the existing and proposed development; or 2) an alternative water supply with sufficient capacity to serve the existing and proposed development has agreed to service the site. The burden is upon the applicant to submit responsive information regarding LMC 15-7.3-6.
31. If any phases of the project are not issued building permits within 6 years of the issuance of the first building permit, the applicant shall be required to return to the Planning Commission to re-permit any remaining density prior to the issuance of building permits to ensure that the remaining development is still in the best interest of the City and immediate neighborhood.
32. A Plat Note shall indicate that 3891 Kearns Boulevard, Lot 1B, is subject to Ordinance 2022-47.

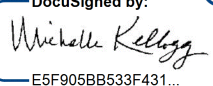
SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 15th day of December, 2022.

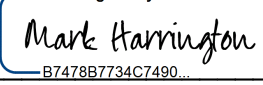
PARK CITY MUNICIPAL CORPORATION

DocuSigned by:

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MAYOR

ATTEST:

DocuSigned by:

E5F905BB533F431...
City Recorder

APPROVED AS TO FORM:

DocuSigned by:

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City Attorney's Office

Attachment 1 – Conceptually Approved MPD Site Plans



Welcome to **STUDIO CROSSING**

YOUR HOME in Quinns Junction

NEWPARK

A thriving mixed use development that is home to various dining, shopping, and community events. 122,303 square feet of prime retail with Best Buy as its anchor tenant.

THE COMMONS

Over 22,000 sq ft of street level commercial space with generous outdoor seating. 38 affordable for rent apartments on the 2nd and 3rd floors with a mix of Studios, 1 Bedroom, 2 Bedroom, and 3 Bedroom units.

THE TERRACES

One of Park City areas fastest selling project of its size. 60-unit, 72,647 square feet, family oriented condo development.

UTAH FILM STUDIOS

State of the art film studio that rivals any facility worldwide. Approximately 100,000 square feet, Utah Film Studios is comprised of: production offices, a mill, and three 15,000 square foot sound stages.



**Local Family
Local Developments
Building Communities for all**

THE COMMONS

- **38 affordable for rent apartments**
- 12,000 sqft of street level commercial space
- Mix of Studios, 1 Bedroom, 2 Bedroom, and 3 Bedrooms
- Multi-modal living in the heart of Newpark Towne Center
- Adjacent to Swaner Nature Preserve
- Convenient to both community restaurants and trails



2012 Proposed MPD - Studio Support Commercial



BLDG #	BLDG USE	SQFT	BUILDING HEIGHT
1A	Hotel Lodging (100 keys)	112,00	40'
1B	Recording Studio	2,500	16'
1C	Stage Venue	700	28'
1D	Residence (Omitted)	0	
1E	Grand Ballroom	16,000	28'
1F	Atrium	0	28'
2	Screening Rooms / Theater	15,000	40'
3	Entertainment Venue	14,500	40'
4	Mixed Use	33,350	28'
5	Mixed Use	25,625	28'
6	Sound Effects Stage	15,700	40'
6A	Office	37,200	38'
7	Sound Stages	47,375	60'
7A	Workshop	20,000	28'
7B	Production Support / Offices	24,000	34'
8	Workshop Office	10000	18'
9	Guard House	50	10'

2022 Proposed MPD - Affordable Community



BLDG #	BLDG USE	SQFT	BUILDING HEIGHT
01	Residential Condo building	60,000	40'
02	Commercial Buildings	15,000 ea / 30,000 Total	25'
03	Mixed Use Affordable Housing	45,000 ea / 90,000 Total	40'
04	Affordable Housing	58,632 sf	45'
05	Market Rate Townhomes	1,500 ea / 82,000 Total	25'
06	Bus Transit Pick Up	0	15"
07	(EXISTING) Sound Stages	47,375	60'
07A	(EXISTING) Workshop	20,000	28'
07B	(EXISTING) Production Support / Offices	24,000	34"

2012 Approved MPD - Studio Support Commercial



BLDG #	BLDG USE	SQFT	BUILDING HEIGHT
1A	Hotel Lodging (100 keys)	112,00	40'
1B	Recording Studio	2,500	16'
1C	Stage Venue	700	28'
1D	Residence (Omitted)	0	
1E	Grand Ballroom	16,000	28'
1F	Atrium	0	28'
2	Screening Rooms / Theater	15,000	40'
3	Entertainment Venue	14,500	40'
4	Mixed Use	33,350	28'
5	Mixed Use	25,625	28'
6	Sound Effects Stage	15,700	40'
6A	Office	37,200	38'
7	Sound Stages	47,375	60'
7A	Workshop	20,000	28'
7B	Production Support / Offices	24,000	34'
8	Workshop Office	10000	18'
9	Guard House	50	10'

2022 Proposed MPD - Affordable Community



- BUILDING HEIGHT KEY:**
- 10' - 20' TALL BUILDINGS
 - 20' - 30' TALL BUILDINGS
 - 30' - 40' TALL BUILDINGS
 - 40' - 50' TALL BUILDINGS
 - 50'-60' TALL BUILDINGS

BLDG #	BLDG USE	SQFT	BUILDING HEIGHT
01	Residential Condo building	60,000	40'
02	Commercial Buildings	15,000 ea / 30,000 Total	25'
03	Mixed Use Affordable Housing	45,000 ea / 90,000 Total	40'
04	Affordable Housing	58,632 sf	45'
05	Market Rate Townhomes	1,500 ea / 82,000 Total	25'
06	Bus Transit Pick Up	0	15"
07	(EXISTING) Sound Stages	47,375	60'
07A	(EXISTING) Workshop	20,000	28'
07B	(EXISTING) Production Support / Offices	24,000	34"



BUILDING HEIGHTS IN LOCAL VICINITY

PARK CITY HOSPITAL

3 Stories
54ft



SUMMIT PEDIATRICS

2 Stories
35ft



USANA CENTER

3 Stories
40ft



**SUMMIT COUNTY
HEALTH DEPARTMENT**

2 Stories
30ft



**EXISTING FILM
STUDIO**

4 Stories
60ft



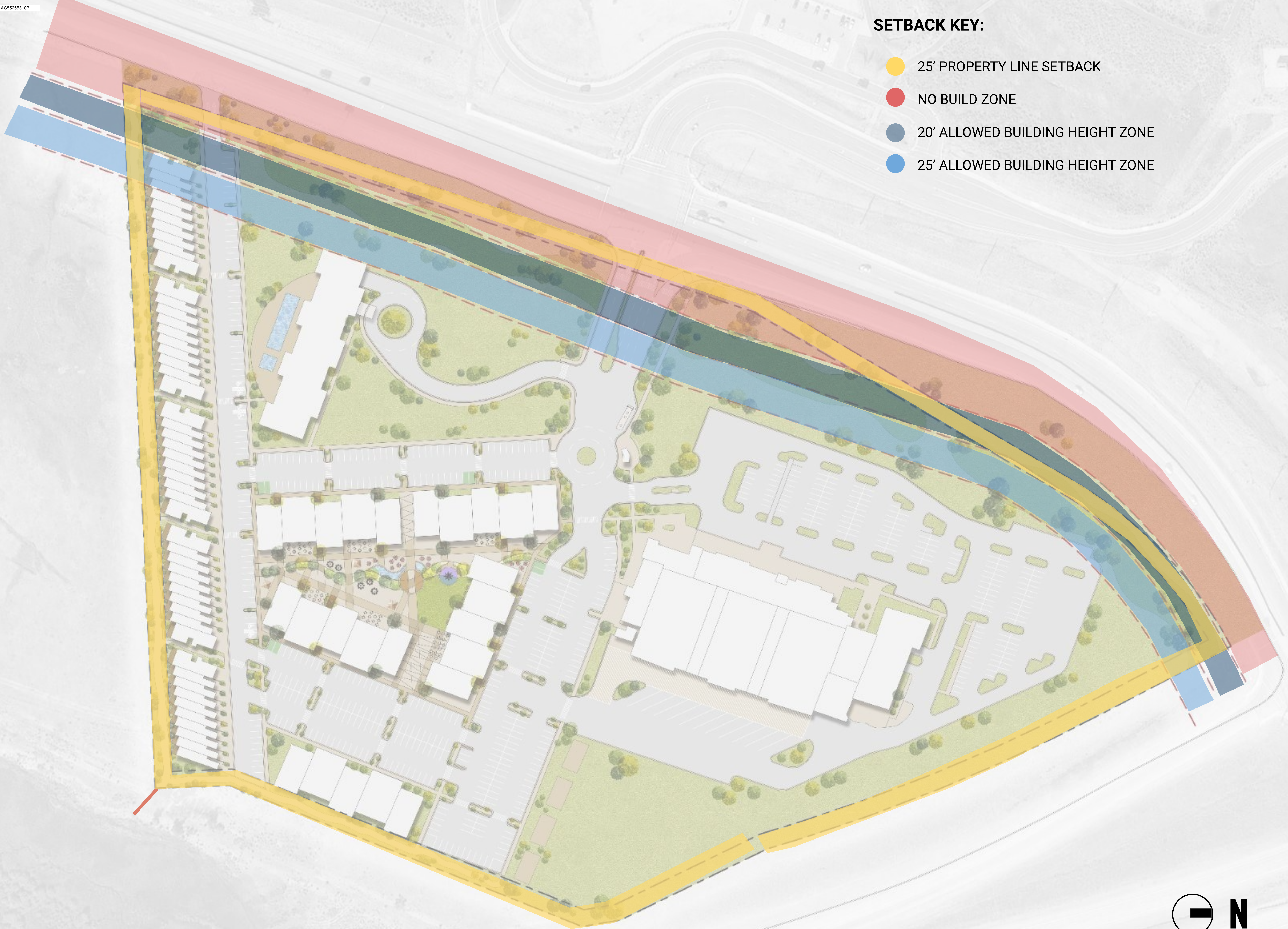
BUILDING HEIGHT KEY:

- 10' - 20' TALL BUILDINGS
- 20' - 30' TALL BUILDINGS
- 30' - 40' TALL BUILDINGS
- 40' - 50' TALL BUILDINGS
- 50'-60' TALL BUILDINGS



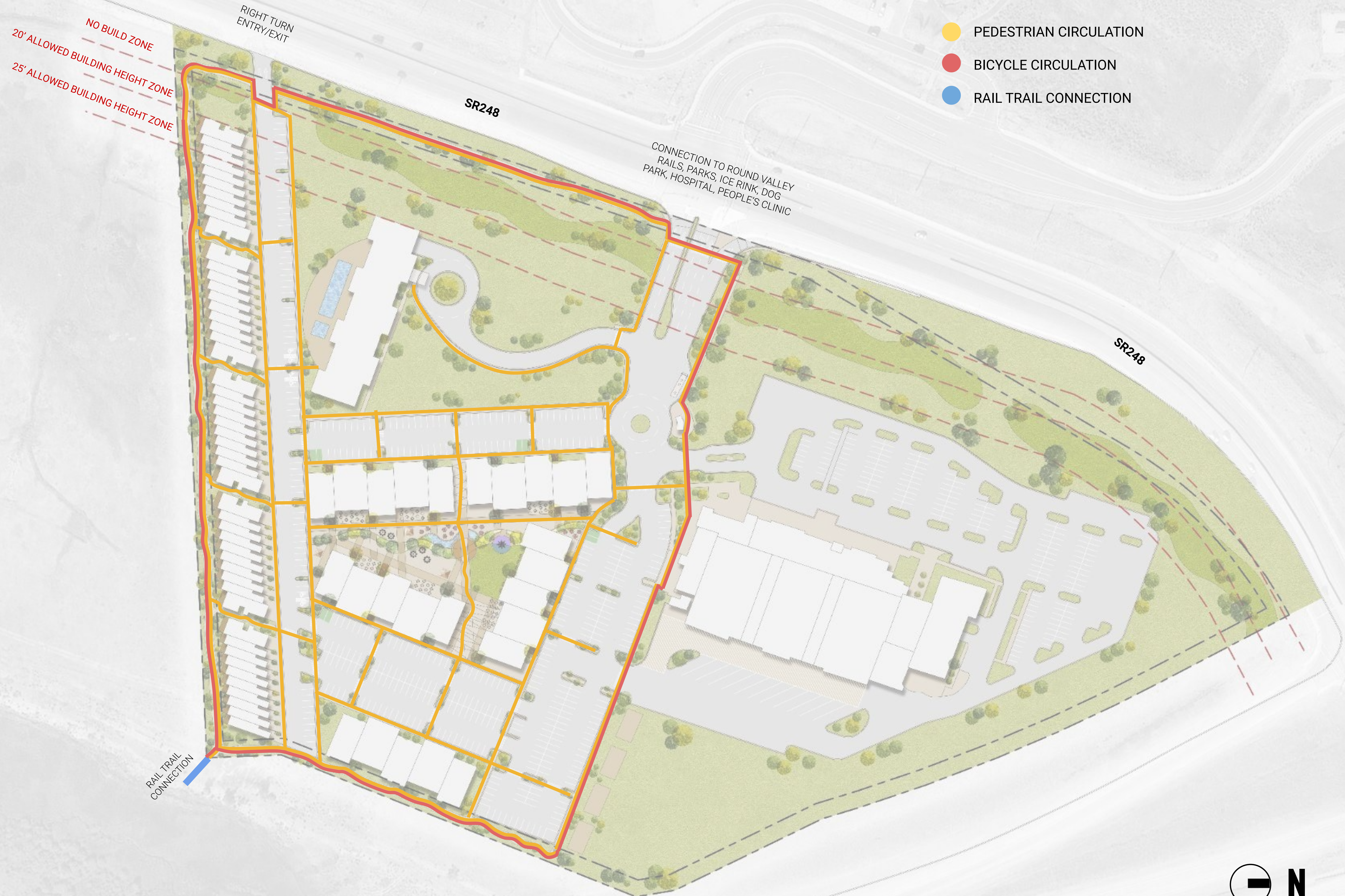
SETBACK KEY:

- 25' PROPERTY LINE SETBACK
- NO BUILD ZONE
- 20' ALLOWED BUILDING HEIGHT ZONE
- 25' ALLOWED BUILDING HEIGHT ZONE

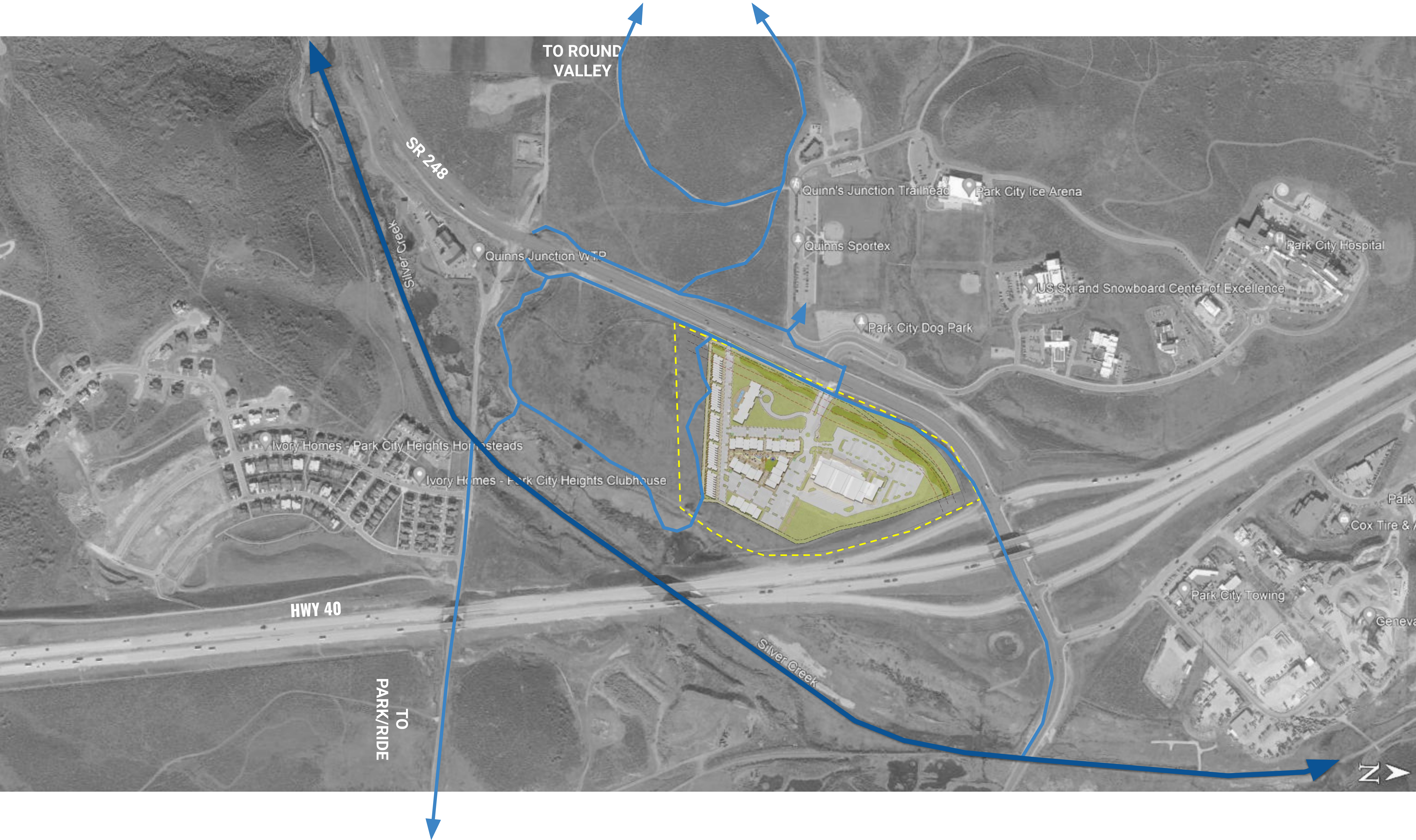


DIFFERENT MODES OF CIRCULATION

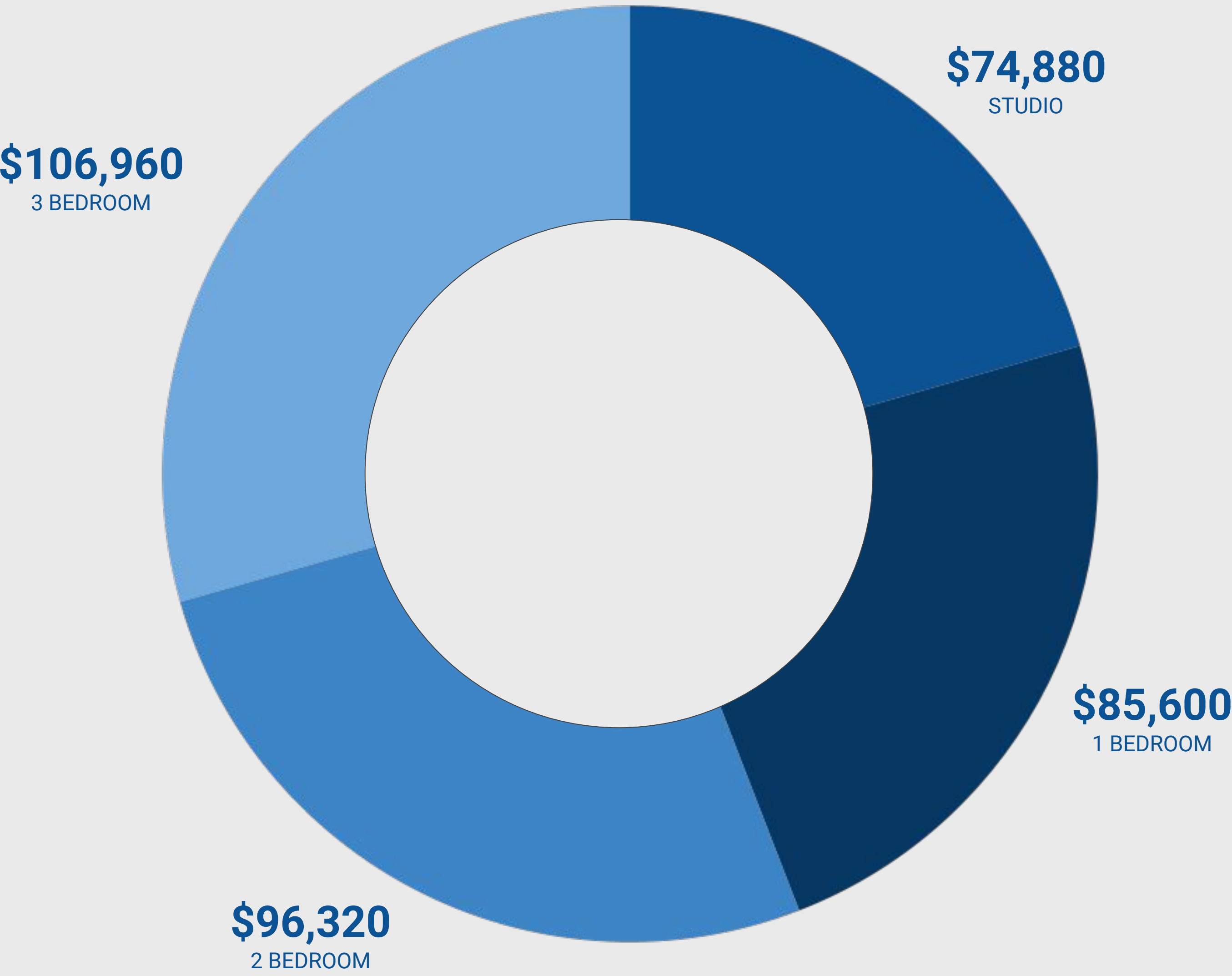
- PEDESTRIAN CIRCULATION
- BICYCLE CIRCULATION
- RAIL TRAIL CONNECTION



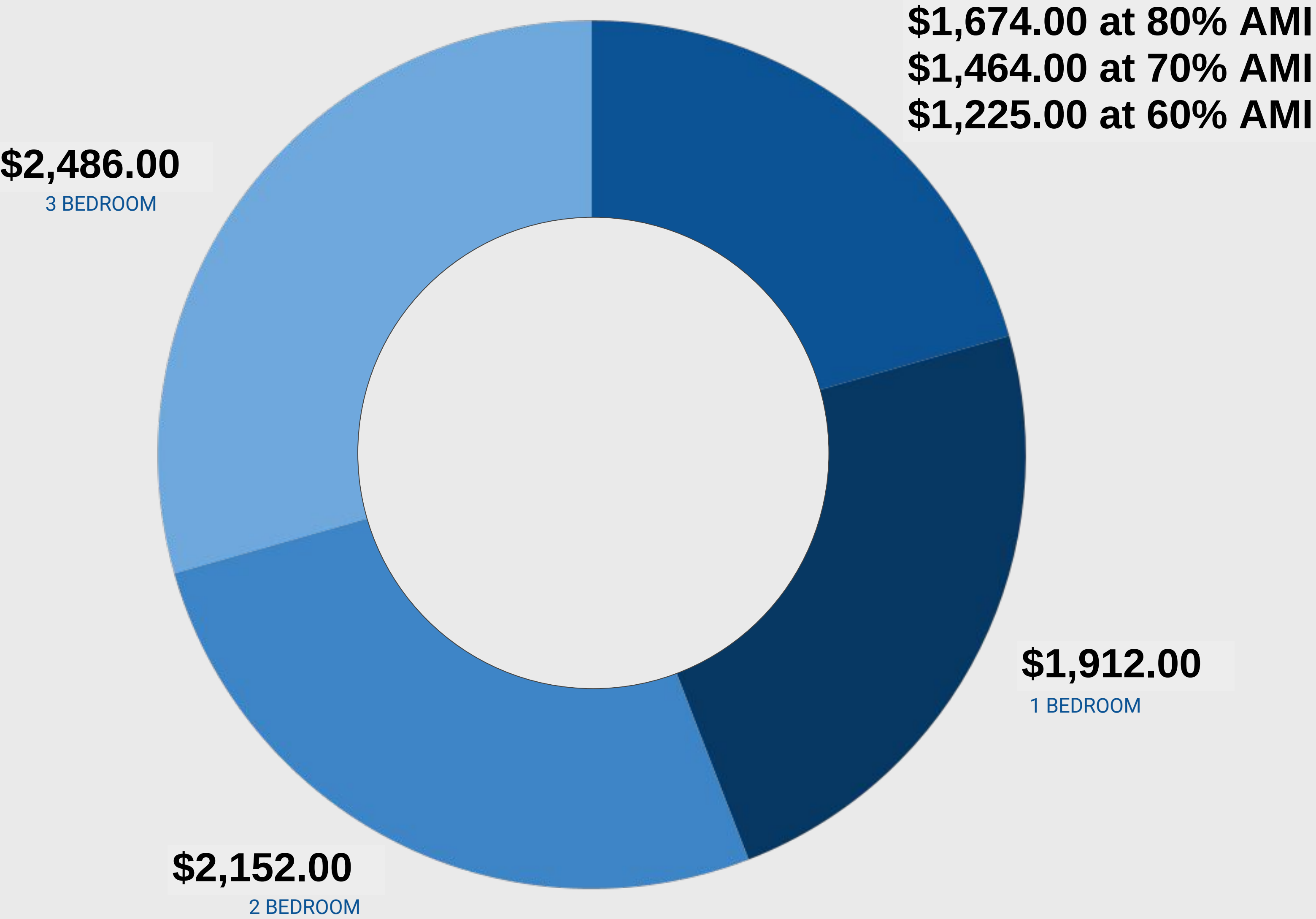
TRAIL CONNECTIVITY



2022 SUMMIT COUNTY 80% AMI RENTS



MAXIMUM MONTHLY RENT INCLUDING UTILITIES, ASSOCIATION DUES, AND PARKING FEES



NIGHTLY RENTALS WERE ANALYZED IN PROPERTIES IN NEWPARK, WHERE THE DEVELOPMENT TEAM HAS EXPERIENCE. ACTUAL NIGHTLY RENTALS WERE FAR LOWER THAN PERCEIVED ORIGINALLY, AND GIVES GREAT PRECEDENCE TOWARDS A PROJECTED NIGHTLY RENTAL AT STUDIO CROSSINGS MIXED USE PROJECT WITH TOWNHOMES, APARTMENTS, AND CONDOS SIMILAR IN NATURE TO THOSE AT NEWPARK.

13.3%

*TERRACE NIGHTLY RENTAL RATE
MIXED-USE CONDOMINIUM PROJECT

16.7%

*NEVIS NIGHTLY RENTAL RATE
CONDO / TOWNHOME PROJECT

16.8%

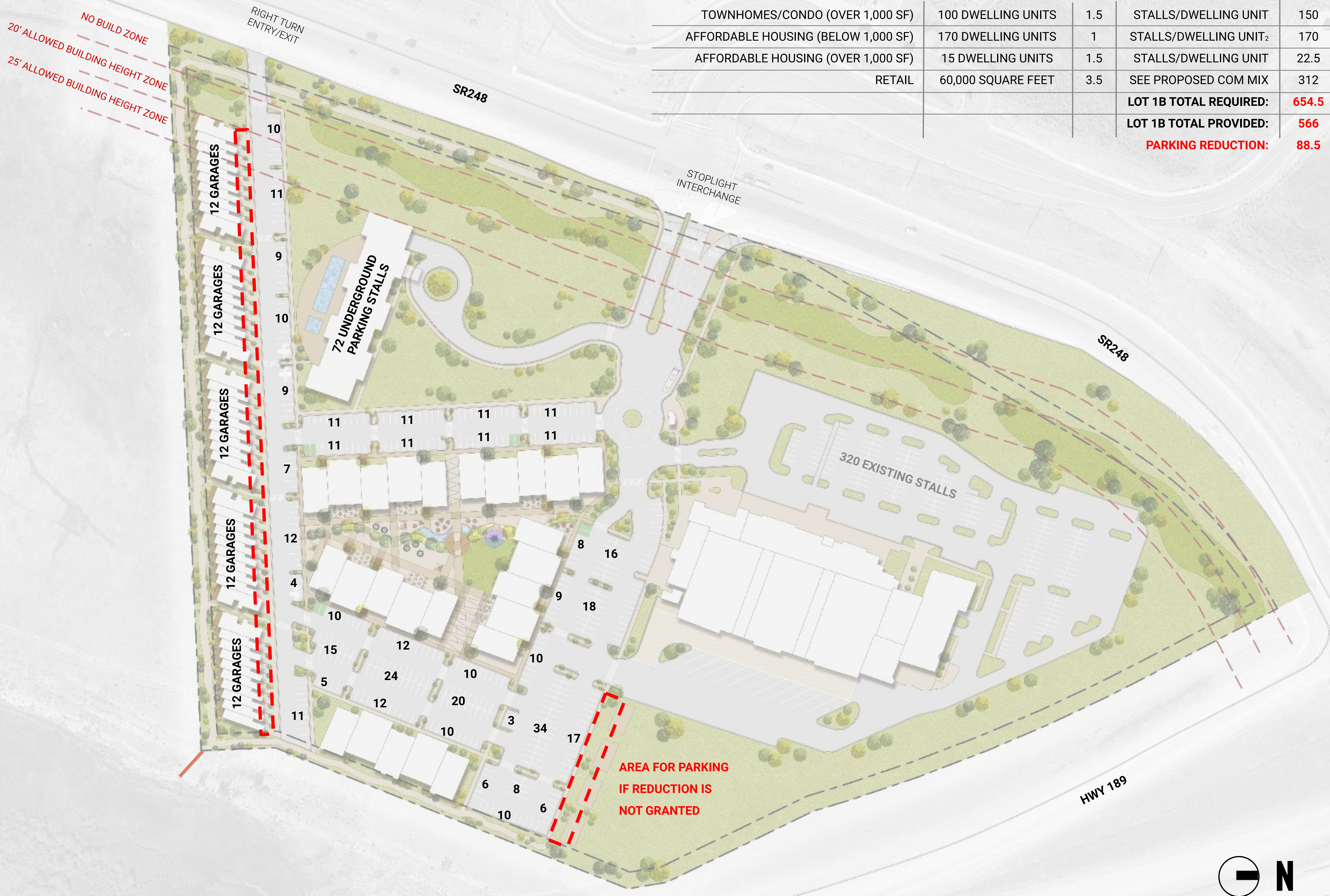
*NEWPARK TOWNHOME PROJECT
TOWNHOME PROJECT



CODE REQUIRED PARKING AND SUBSEQUENT PARKING REDUCTION PROPOSED

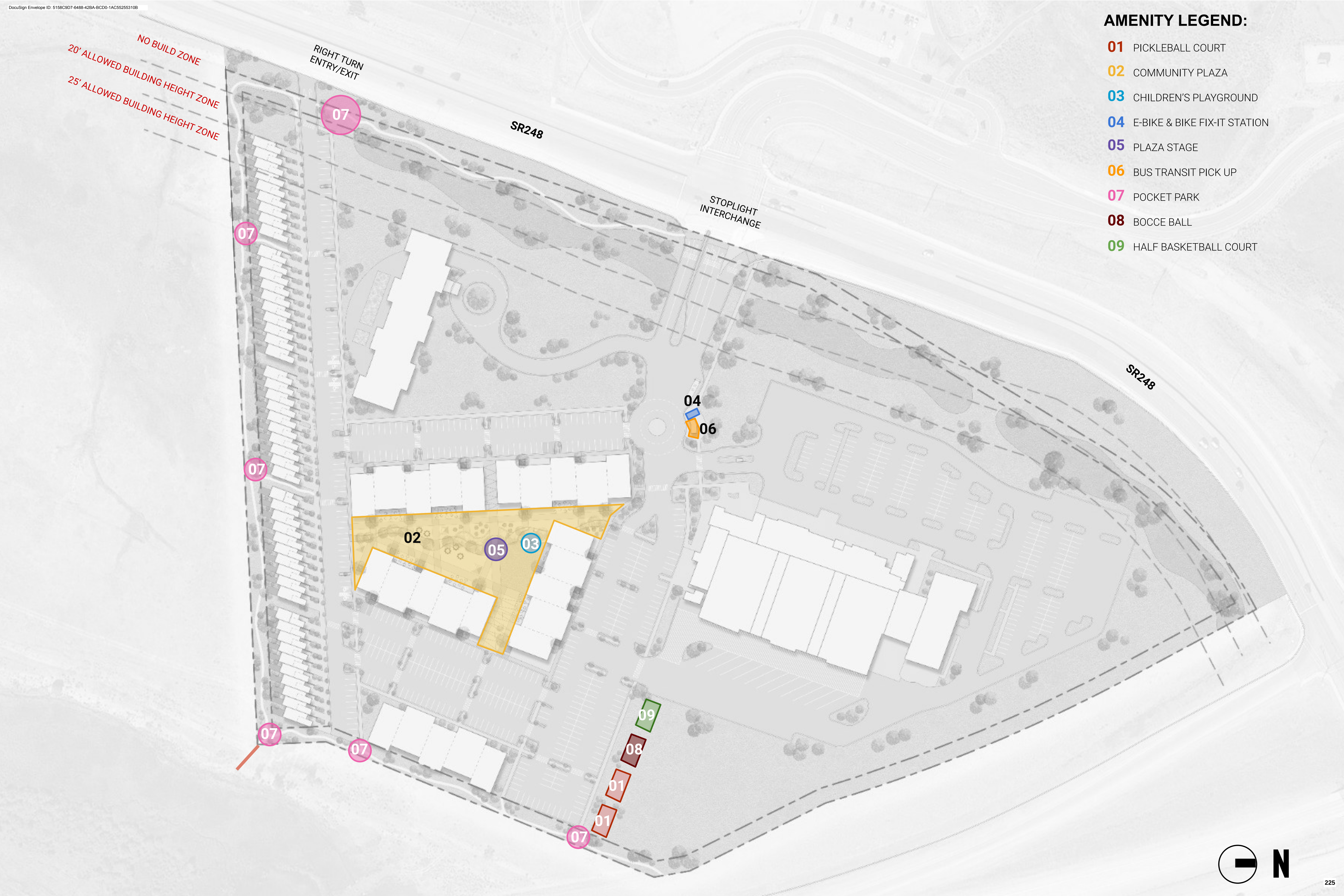
TOWNHOMES/CONDO (OVER 1,000 SF)	100 DWELLING UNITS	1.5	STALLS/DWELLING UNIT	150
AFFORDABLE HOUSING (BELOW 1,000 SF)	170 DWELLING UNITS	1	STALLS/DWELLING UNIT ₂	170
AFFORDABLE HOUSING (OVER 1,000 SF)	15 DWELLING UNITS	1.5	STALLS/DWELLING UNIT	22.5
RETAIL	60,000 SQUARE FEET	3.5	SEE PROPOSED COM MIX	312
LOT 1B TOTAL REQUIRED:				654.5
LOT 1B TOTAL PROVIDED:				566

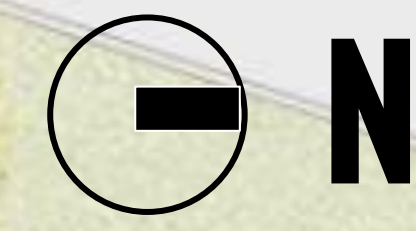
PARKING REDUCTION: 88.5



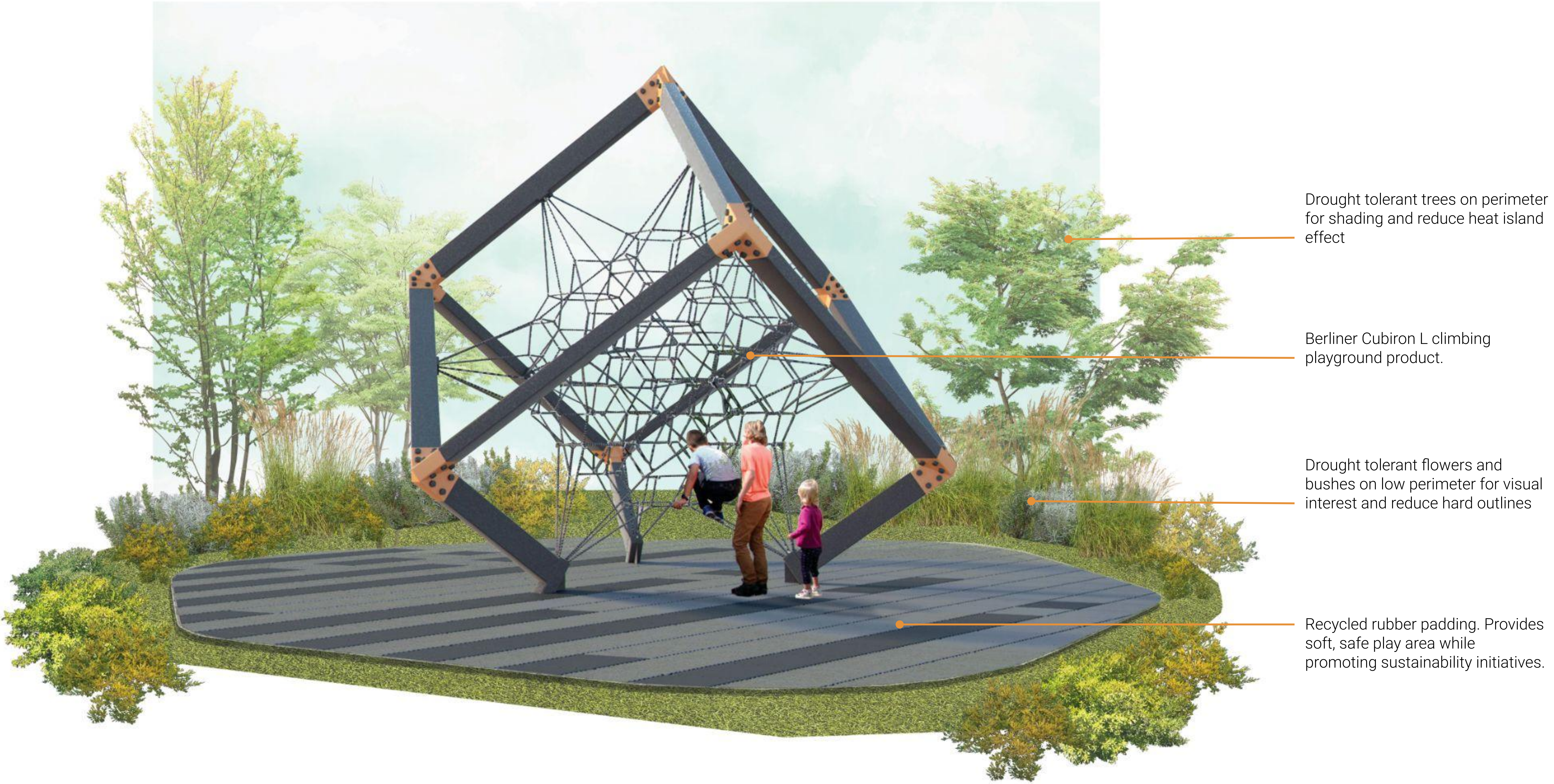
AMENITY LEGEND:

- 01** PICKLEBALL COURT
- 02** COMMUNITY PLAZA
- 03** CHILDREN'S PLAYGROUND
- 04** E-BIKE & BIKE FIX-IT STATION
- 05** PLAZA STAGE
- 06** BUS TRANSIT PICK UP
- 07** POCKET PARK
- 08** BOCCE BALL
- 09** HALF BASKETBALL COURT





AMENITY CHILDREN'S PLAYGROUND



AMENITY COMMUNITY PLAZA // SUMMER



Drought tolerant flowers and bushes on low perimeter for visual interest and reduce hard outlines

Ability to use space for day or night events

Outdoor wood clad stage with possibility for live shows, displays, and events

Mix of greenspace and hardscape. Promotes walkability and lounge space

AMENITY COMMUNITY PLAZA // AUTUMN



Drought tolerant flowers and bushes on low perimeter for visual interest and reduce hard outlines

Ability to use space for day or night events

Outdoor wood clad stage with possibility for live shows, displays, and events

Mix of greenspace and hardscape. Ability to host events in large open hardscape

AMENITY COMMUNITY PLAZA // WINTER



Event stage can be used for seasonal displays

Mix of greenspace and hardscape. Ability to host events in large open hardscape

Weatherproof plaza material for use year round

AMENITY COMMUNITY PLAZA

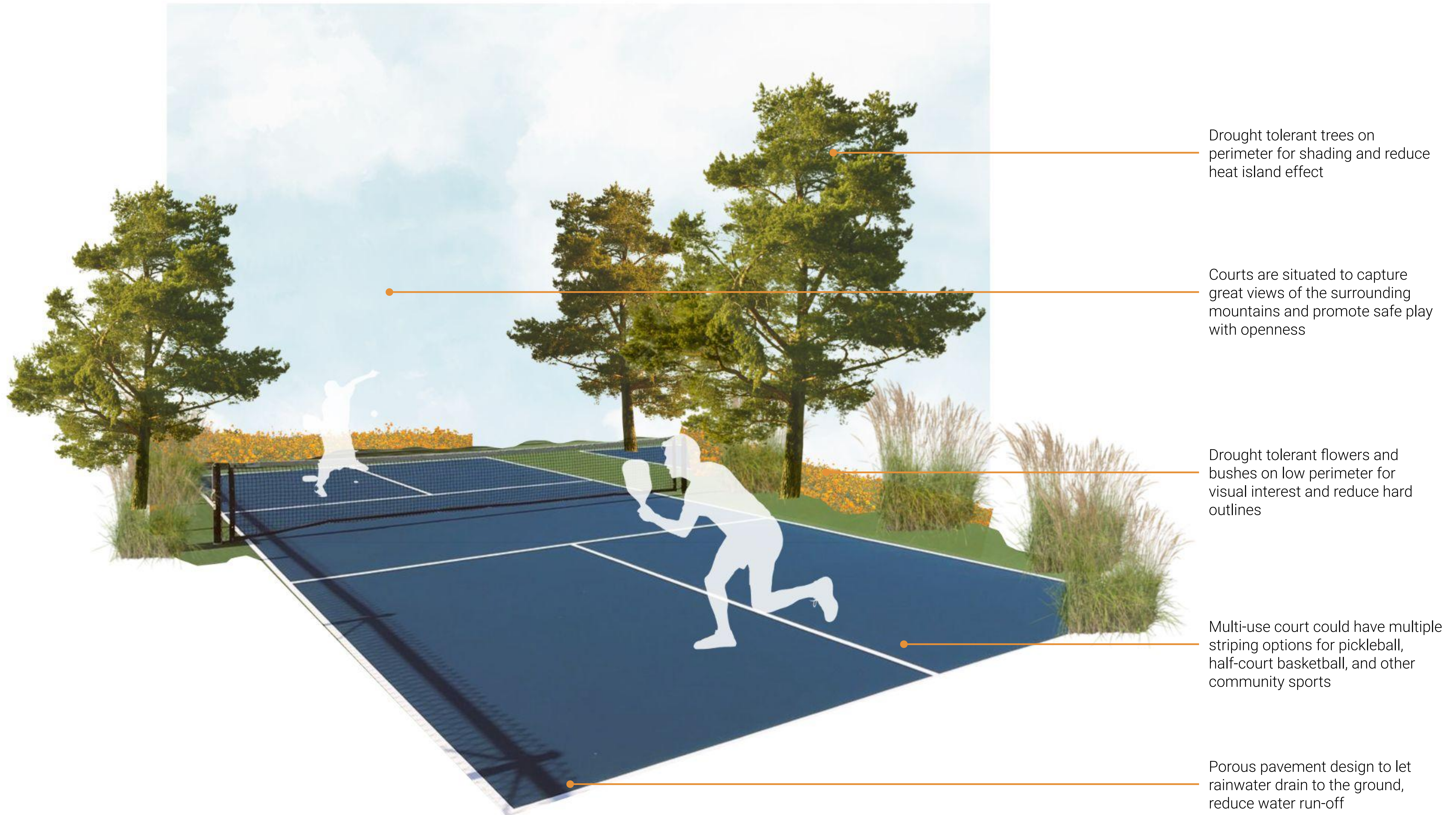


Ability to use space for day or night events

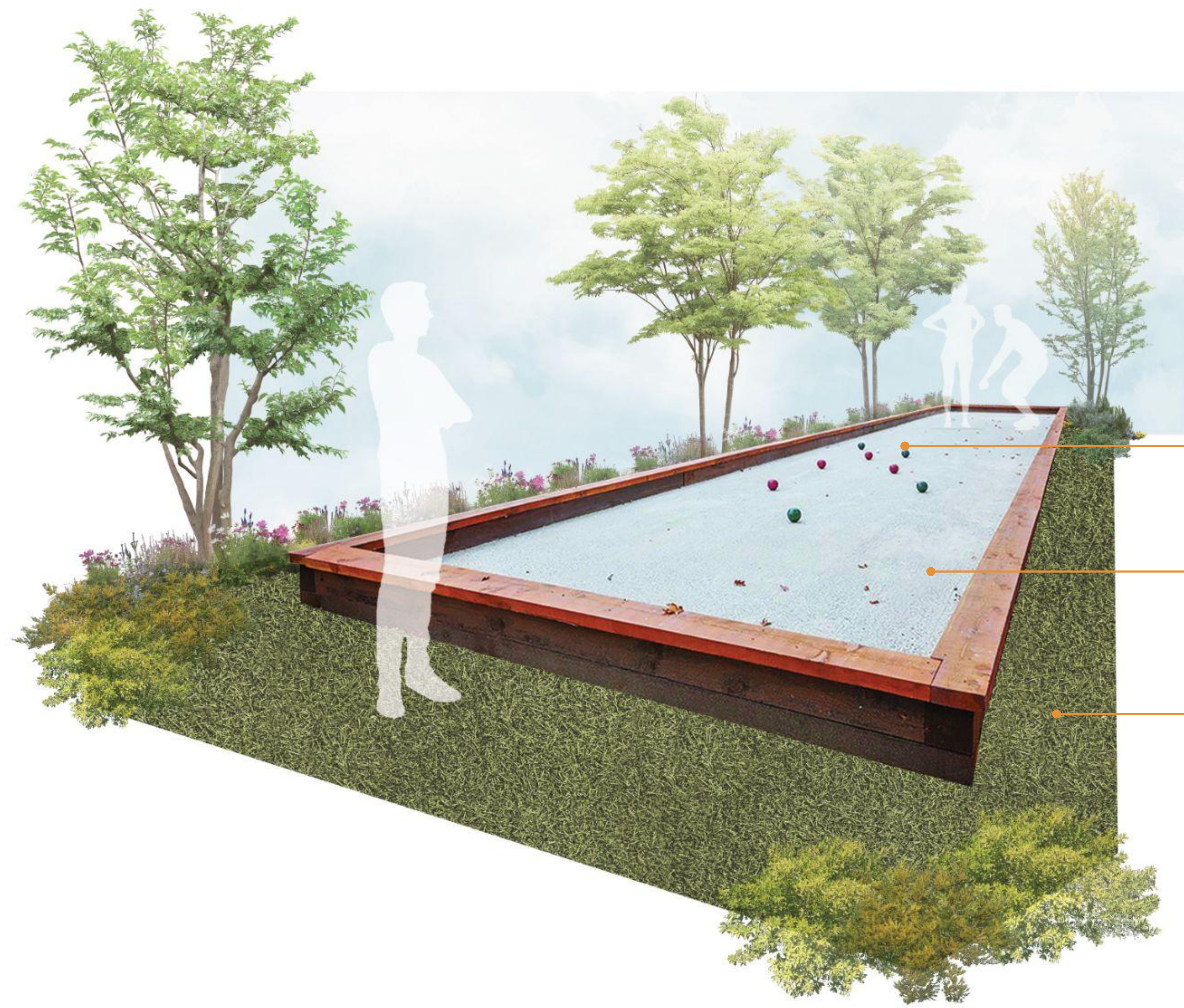
Outdoor seating for potential restaurant tenants and general tenant use

Mix of greenspace and hardscape. Promotes walkability and lounge space

AMENITY PICKLEBALL COURT



AMENITY BOCCE BALL COURT



Rentable bocce balls to monitor use and preserve materials

Weather proof synthetic grass court to mimic real grass without maintenance

Located on site, easily accessible to tenants and visitors

AMENITY BIKE FIX-IT STATION



Paved 12' wide multi use trail system to maintain a safe path for pedestrians, dog walkers, and cyclists.

Bike fix-it station. Includes all the tools necessary to perform basic bike repairs and maintenance, from changing a flat to adjusting brakes and derailleurs

AMENITY BUS TRANSIT PICKUP



Final bus shelter location to be determined in conjunction with Park City Engineering and Transportation Departments. Final location TBD

Modern transit hub. Promotes community connectivity and ease of access to surrounding neighborhoods and amenities

Situated to capture great views of the surrounding mountains and landscape

Drought tolerant flowers and bushes on low perimeter for visual interest and reduce hard outlines

AMENITY 6 COMMUNITY POCKET PARKS



Situated amongst landscaping to give tenants an opportunity to interact with nature right outside their homes

Parks provide areas of rest and reflection off of the trail system

Paved 12' wide multi use trail system to maintain a safe path for pedestrians, dog walkers, and cyclists.

Convenient Secure On-Site Storage



LOW DENSITY



E-BIKE CHARGING



Convenient Secure On-Site Storage



HIGH DENSITY



REPAIR TOOLS



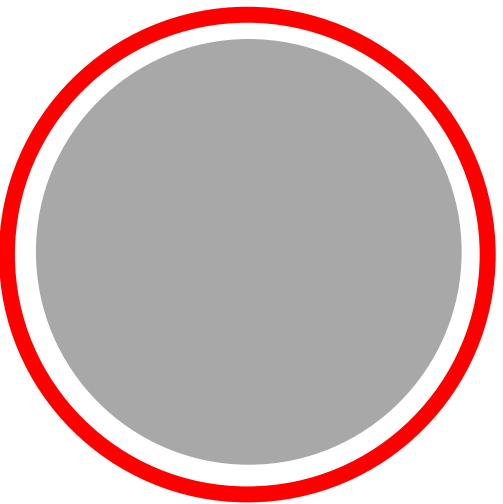
PROTECTED



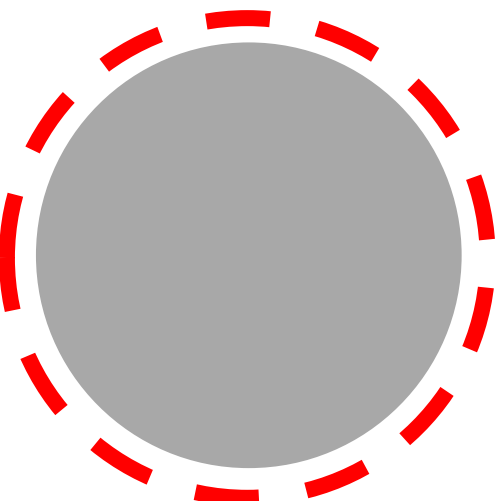


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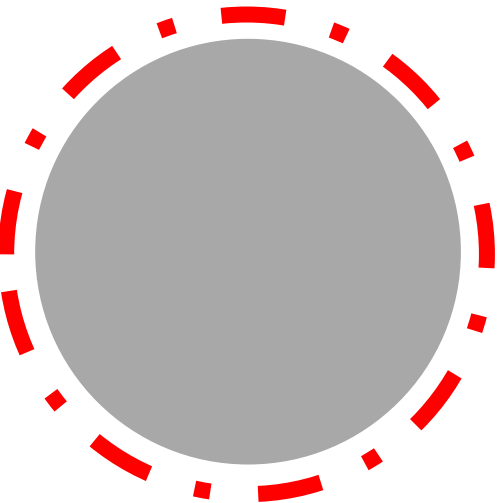
Standard Complies With -



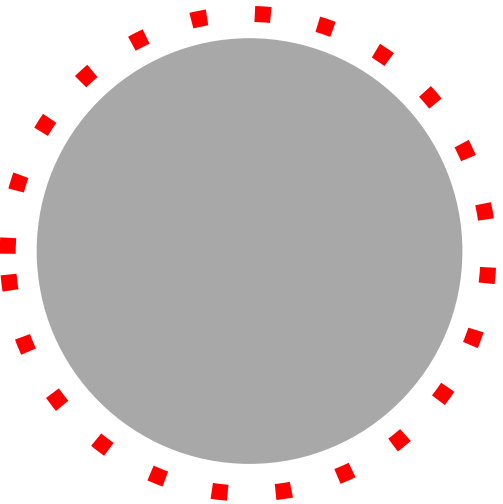
One Organization



Two Organizations



Three Organizations



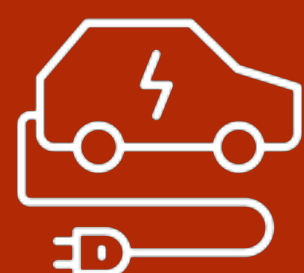
Four+ Organizations



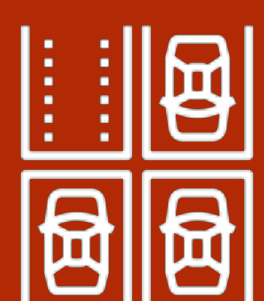
SURROUNDING
DENSITY
& DIVERSE USES



PRIORITY SITE &
EQUITABLE
DEVELOPMENT



ELECTRIC VEHICLES



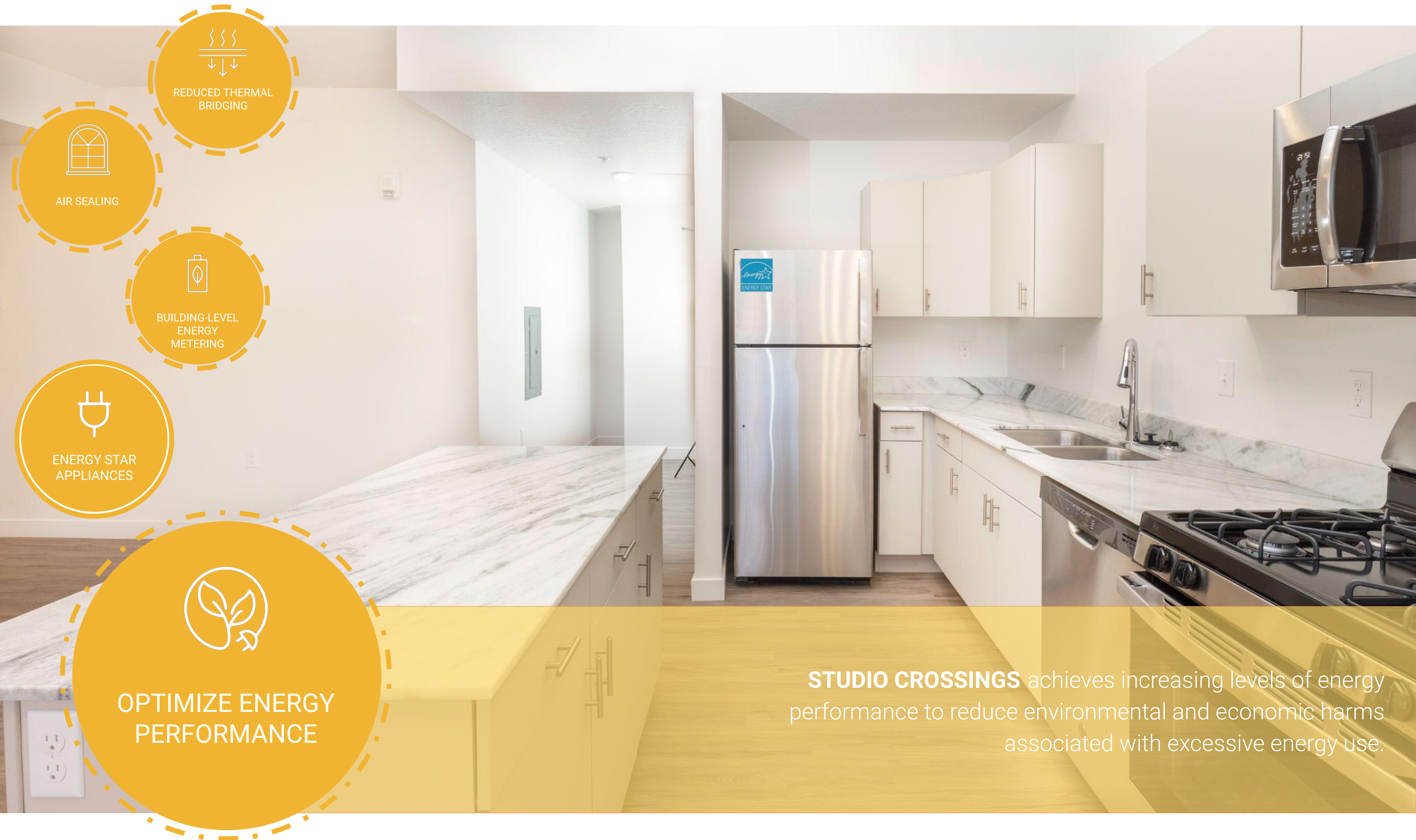
REDUCED PARKING
FOOTPRINT



ACCESS TO
QUALITY TRANSIT



STUDIO CROSSINGS incorporates multimodal transportation choices for reduced motor vehicle use. Reduces greenhouse gas emissions, air pollution, and other environmental and public health harms.



REDUCED THERMAL
BRIDGING



AIR SEALING



BUILDING-LEVEL
ENERGY
METERING



ENERGY STAR
APPLIANCES



OPTIMIZE ENERGY
PERFORMANCE

STUDIO CROSSINGS achieves increasing levels of energy performance to reduce environmental and economic harms associated with excessive energy use.



RAINWATER
MANAGEMENT



LIGHT POLLUTION
REDUCTION



PLANT
SELECTION



SITE ASSESSMENT



OPEN SPACE

STUDIO CROSSINGS creates exterior open space that encourages interaction with the environment, social interaction, passive recreation, and physical activities. The development provides 5 more acres of open space over current MPD.

2012 IBI PROPOSED OPEN SPACE

TOTAL SITE (LOT 1A + 1B)

495,713 sf = 11.60 acres = 39.3% (Within Property Lines)

841,579 sf = 19.54 acres = 66.1% (Edge of Pavement)

2022 UPDATE PROPOSED OPEN SPACE

TOTAL SITE (LOT 1A + 1B)

710,490 sf = 16.31 acres = 55.8% (Within Property Lines)

1,035,634 sf = 24.25 acres = 83% (Edge of Pavement)

LOT 1B (GREEN) BY ITSELF

458,447 sf = 10.52 acres = 36% (Within Property Lines)

804,313 sf = 18.46 acres = 63.17% (Edge of Pavement)





STUDIO CROSSINGS connects building occupants with the outdoors to reinforce circadian rhythms, and reduce the use of electrical lighting by introducing daylight into the space.



WATER METERING



OPTIMIZE
PROCESS WATER
USE



OUTDOOR WATER USE
REDUCTION



INDOOR WATER USE
REDUCTION



WATER EFFICIENCY

STUDIO CROSSINGS creates exterior open space that encourages interaction with the environment, social interaction, passive recreation, and physical activities.



STUDIO CROSSING works to reduce the disproportionate burden of landfills and incinerators that is generated by building occupants' waste through reduction, reuse and recycling service and education.

The applicant has committed to using water efficient low flow fixtures and Energy Star rated appliances in all units; designing the building envelopes to be energy efficient; using water wise native landscaping; and providing recycling locations throughout the site. The applicant is encouraging multimodal transportation choices by offering alternative modes of transportation on site including locating a bus station, e-bike share, connection to the rail trail, and providing covered bike storage in all buildings. In addition the applicant is proposing to reduce their overall parking to prevent excess paving and increase open space. All lighting will meet the City's Dark Sky Ordinance LMC § 15-5-5(J).

These measures are a recommended Condition of Approval.

City Council Staff Report



Subject: Snow Flower Condominiums Fifth Amended Plat (Unit 70)
Application: PL-23-05560
Author: Spencer Cawley, Planner II
Date: September 14, 2023
Type of Item: Administrative – Plat Amendment

Recommendation

(I) Review the Snow Flower Condominiums Fifth Amended Plat, Amending Unit 70, (II) hold a public hearing, and (III) consider Ordinance No. 2023-44, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval in the draft Ordinance (Exhibit A).

Description

Applicant: Alejandra Sada Gonzalez
Represented by Alliance Engineering
Location: 401 Silver King Drive, Unit 70
Zoning District: Recreation Commercial
Adjacent Land Uses: Resort, Recreation and Open Space
Reason for Review: Plat Amendments require Planning Commission recommendation and City Council action¹

HOA Homeowners Association
LMC Land Management Code
RC Recreation Commercial

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

Unit 70 of the Snow Flower Condominiums was constructed with a loft level that consists of attic space designated as common ownership on the recorded plat. Over time, many Snow Flower owners have converted their attic space into living space, increasing the overall area of the unit. The intent of this Plat Amendment is to convert this Common Area attic space into Private Area living and storage space for Unit 70.

On August 23, 2023, the Planning Commission held a public hearing and forwarded a unanimous positive recommendation for City Council's consideration. ([Staff Report](#); [Meeting Audio](#)).

Background

The Snow Flower Condominiums is an 82 Multi-Unit Dwelling located in the Recreation

¹ LMC [§ 15-12-15\(B\)\(9\)](#)

Commercial (RC) Zoning District. The City approved the original plat in 1978. The Applicant is the original owner of Unit 70, purchased in 1980. The Condominium Unit is the Applicant's secondary home.

On November 20, 2021, the Applicant requested the Homeowners Association (HOA) consider allowing Unit 70 to expand their living space into the common ownership attic space. In January 2022, the Snow Flower HOA voted to approve the changes to Unit 70 with two-thirds approval (67.92% in favor). On June 6, 2022, an amendment to the condominium declaration was recorded with Summit County showing this change (Entry No. [01190426](#)). The conversion from common to private ownership resulted in Unit 70 increasing their internal living space from 1,824 square feet to 2,289 square feet (465 square feet increase).² The Applicant is waiting for approval and recordation of this Plat Amendment before starting any remodeling construction.

The following images compare the existing plat and the proposed plat. This amendment is within the existing unit and does not alter the exterior. The amendment will show the ownership conversion approved by the Snow Flower HOA in January 2022.

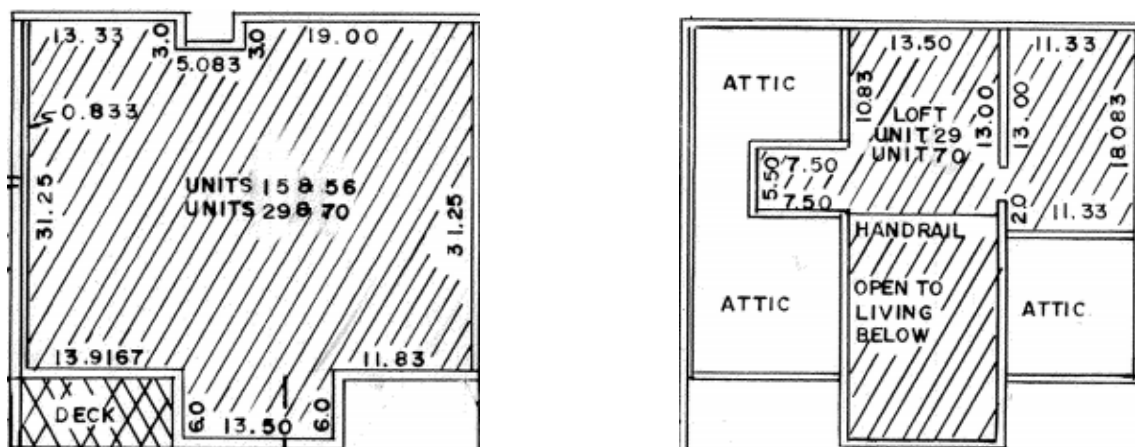


Figure 1: Existing Plat Representing Unit 70 Main Level (left) and Loft Level (right)

² The Amendment to the Declaration recorded in June 2022 shows a total of 2,334 square feet for Unit 70 and does not accurately reflect the engineer's survey. The HOA will record another amendment to reflect the correct total area for Unit 70 as 2,289 square feet.

Residential Parking Ratio Requirements for Multi-Unit Dwellings	Parking Ratio
Floor Area no greater than 1,000 square feet	1 per Dwelling Unit
Floor Area greater than 1,000 square feet and less than 2,000 square feet	1.5 per Dwelling Unit
Floor Area greater than 2,000 square feet	2 per Dwelling Unit

Because there is only one parking space available for Unit 70, the Planning Commission granted a parking reduction for Unit 70 from two parking spaces to one parking space. **Condition of Approval 3** of the Draft Ordinance reflects the reduction:

*The Plat shall note the Unit owner shall not use or cause to be used at any time more than one parking stall on site.*³

(III) The proposal complies with the Plat Amendment requirements outlined in LMC Chapter 15-7.1.

Changes to platted elements including conversion of Common Area/Limited Common Area to Private Area within a condominium requires a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC [§ 15-7.1-6](#) *Final Subdivision Plat*, and approval shall require a finding of Good Cause.

LMC [§ 15-15-1](#) defines Good Cause as “[providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and nonconformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and further the health, safety, and welfare of the Park City Community.”

There is Good Cause for this Plat Amendment because of the precedent set by the previous four amendments to the original plat. Similarly, this amendment will expand the Private Area but will not change the footprint or mass of the existing Structure.

(IV) The Development Review Committee met on March 7, 2023, and finds the proposal meets development requirements.⁴

³ The language for Condition of Approval 3 comes from the Snow Flower Condominiums CC&Rs which states, “No unit Owner shall use or cause to be used, at any time, more than one of the parking stalls located in the Common Areas and Facilities”. (Entry No. [149679](#), p. 8-9).

⁴ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney’s Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

Department Review

The Planning Department, Engineering Department, and City Attorney's Office reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website and posted notice to the property on July 26, 2023. Staff mailed courtesy notice to property owners within 300 feet on July 26, 2023. The *Park Record* published notice on July 26, 2023.⁵

Public Input

Staff did not receive any public input at the time this report was published.

Alternatives

- The City Council may adopt Ordinance No. 2023-44; or
- The City Council may deny Ordinance No. 2023-44 and direct Staff to make Findings for this Decision; or
- The City Council may continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance and Proposed Plat
Exhibit B: Existing Plat
Exhibit C: Applicant Narrative
Exhibit D: Snow Flower Condominium HOA Approval Letter

⁵ LMC [§ 15-1-21](#)

Ordinance No. 2023-44

AN ORDINANCE APPROVING THE SNOW FLOWER CONDOMINIUMS FIFTH AMENDED, AMENDING UNIT 70, LOCATED AT 401 SILVER KING DRIVE, UNIT 70, SUMMIT COUNTY, PARK CITY, UTAH

WHEREAS, the owners of the property at 401 Silver King Drive, Unit 70 petitioned the City Council for approval of the Snow Flower Condominiums Fifth Amended Plat, Amending Unit 70; and

WHEREAS, on July 26, 2023, the *Park Record* published notice for the Planning Commission and City Council public hearings; and

WHEREAS, on July 26, 2023, staff mailed courtesy notice to property owners within 300 feet, posted notice to the Utah Public Notice Website and City Website, and posted noticed to the property for the Planning Commission and City Council public hearings; and

WHEREAS, on August 9, 2023, the Planning Commission held a public hearing and continued the hearing to August 23, 2023; and

WHEREAS, on August 23, 2023, the Planning Commission reviewed the proposed Plat Amendment, held a public hearing, and forwarded a positive recommendation to the City Council; and

WHEREAS, on September 14, 2023, the City Council reviewed the Snow Flower Condominiums Fifth Amended Plat, Amending Unit 70 and held a public hearing; and

WHEREAS, the Snow Flower Condominiums Fifth Amended Plat, Amending Unit 70 is consistent with the Park City Land Management Code, including § 15-7.1-3(B), § 15-7.1-6, and Chapters 15-2.16 and 15-7.

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

SECTION 1. APPROVAL. The Snow Flower Condominiums Fifth Amended Plat, Amending Unit 70 is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The Snow Flower Condominiums Plat was approved in 1978.
2. The property is located at 401 Silver King, Unit 70.
3. The property is listed with Summit County as Parcel number SFL-70.
4. The property is in the Recreation Commercial (RC) Zoning District.

5. The intent of this Plat Amendment is to convert Common Area attic space into Private Area living and storage space for the benefit of Unit 70.
6. In January 2022, the Snow Flower Homeowners Association (HOA) voted to approve the proposed changes to Unit 70 and receive two-thirds approval (67.92% in favor).
7. This conversion will increase the internal living space of Unit 70 from 1,824 square feet to 2,289 square feet.
8. Other units in the Snow Flower Condominiums have amended the plat to convert Common Area attic space to Private Area: Unit 80 (July 2004), Unit 72 (November 2006), Unit 76 (September 2007), and Unit 75 (June 2023).
9. The proposal complies with the RC Zoning District Requirements.
10. All proposed changes are restricted to the interior of the Structure and will not alter the exterior.
11. In 1978, parking requirements for Planned Unit Developments (PUDs) were guided by the LMC but Planning Commission approval was not limited to these requirements.
12. At the time of development, the parking requirement for the Snow Flower Condominiums was 115 parking spaces – a minimum of eight spaces, with 1.5 spaces for each additional unit over five for a Multi-Unit Dwelling.
13. The current LMC requires two parking space per Dwelling Unit with a Floor Area greater than 2,000 square feet in a Multi-Unit Dwelling.
14. The proposal complies with LMC § 15-7.1-3(B) *Plat Amendment*.
15. The Development Review Committee met on March 7, 2023, and finds the proposal meets development requirements.

Conclusion of Law

1. There is Good Cause for this Plat Amendment because it does not change the footprint or mass of the existing Structure, will have no negative impacts to the public, and does not create any non-conformities.
2. The Plat Amendment is consistent with LMC § 15-7.1-3(B), § 15-7.1-6, and Chapter 15-2.16 *Recreation Commercial District*.
3. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
4. Approval of the Plat Amendment, subject to the conditions 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 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 is not complete within one year, this approval 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 Plat shall note that the owner of unit 70 shall not use or cause to be used at any time more than one parking stall on site.

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

PASSED AND ADOPTED this 14th day of September 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

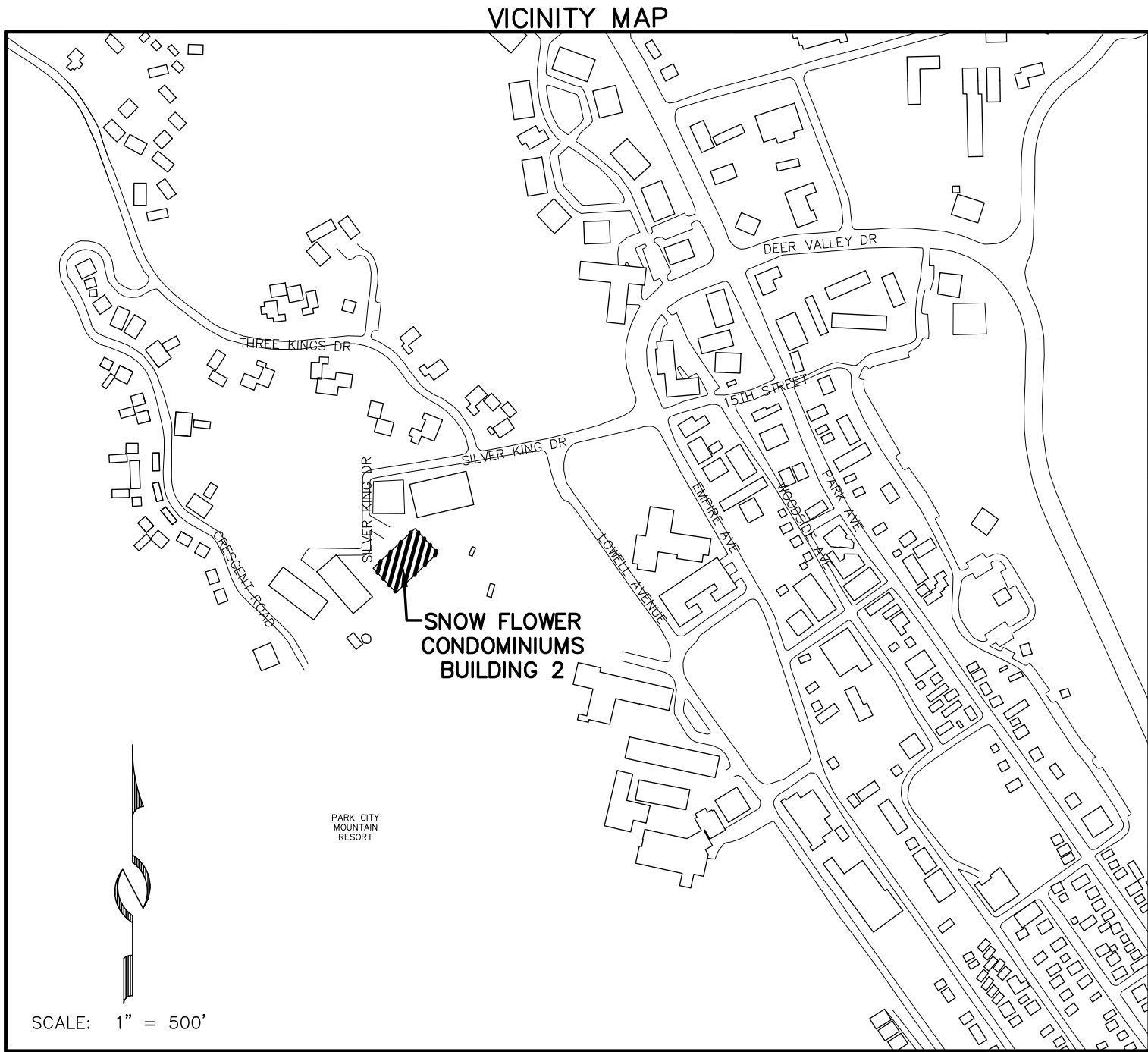
City Recorder

APPROVED AS TO FORM:

City Attorney's Office

ATTACHMENTS

Attachment 1: Snow Flower Condominiums Fifth Amended Plat Amending Unit 70



SURVEYOR'S CERTIFICATE

I, Michael Demkowicz, do hereby certify that I am a Professional Land Surveyor and that I hold License No. 4857264 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner, SNOW FLOWER CONDOMINIUMS FIFTH AMENDED, AMENDING UNIT 70, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

LEGAL DESCRIPTION

Unit 70, Snow Flower Condominiums, together with an undivided ownership interest in the common areas and facilities, as the same are identified in the record of survey map recorded in Summit County, Utah as Entry No. 149678 and in declaration of covenants, conditions and restrictions and bylaws of the Snow Flower Condominiums recorded in Summit County, Utah on September 25, 1978, as Entry No. 149679 in Book 120 at Page 274 of official records (as said declaration and map may hereafter be amended or supplemented.)

OWNER'S CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that Alenjandra Sada G. hereby certifies that she has caused this Condominium Plat Amendment to be prepared, and does hereby consent to the recordation of this Condominium Plat Amendment. In witness whereof the undersigned has executed this certificate and dedication this ____ day of _____, 2023.

Alenjandra Sada G.

ACKNOWLEDGMENT

State of _____)
 : ss
County of _____)

On this ____ day of _____, 2023, Alenjandra Sada G. personally appeared before me, the undersigned Notary Public in and for said County and State, who after being duly sworn, acknowledged to me that she has signed the above and foregoing Owner's Consent to Record freely and voluntarily.

A Notary Public Commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No.: _____

ASSOCIATION CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS that the undersigned, on behalf of Snow Flower Condominiums, a Utah nonprofit corporation, having complied with the requirements of both Statutes and the Recorded Declaration, hereby consents to the recording of this Plat Amendment.

Snow Flower Condominiums, a Utah nonprofit corporation

By: _____
Claudia Erhenfeld, President

(printed name)

ACKNOWLEDGMENT

State of _____)
 : ss
County of _____)

On this ____ day of _____, 2023, Claudia Erhenfeld personally appeared before me, the undersigned Notary Public, in and for said County and State, being duly sworn, acknowledged to me that she is the president of Snow Flower Condominiums, a Utah nonprofit corporation, and that she signed the above Consent to Record for, on, and in behalf of all of the unit owners of Snow Flower Condominiums acting as a group (under the name Snow Flower Condominiums, a Utah nonprofit corporation) in accordance with the Utah Condominium Ownership Act, U.C.A., Sections 57-1-1 et seq. (1963) as amended and supplemented, and the Declarations of Covenants, Conditions, and Restrictions for Snow Flower Condominiums.

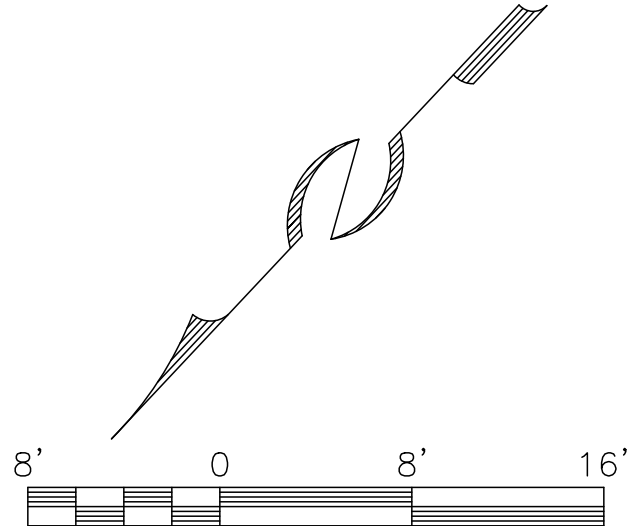
A Notary Public Commissioned in _____

Printed Name _____

Residing in: _____

My commission expires: _____

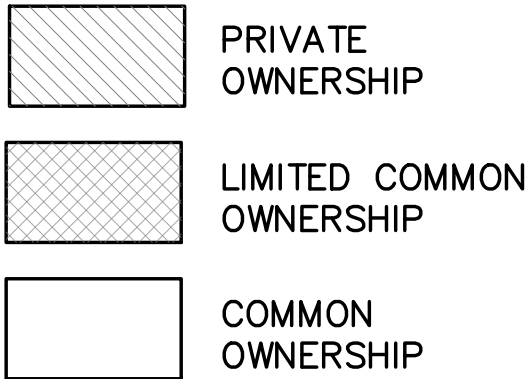
Commission No.: _____



NOTES

1. This plat amendment is subject to the Conditions of Approval in Ordinance 2023-____.
2. This amended condominium plat reflects the expansion of ownership of Unit 70.
3. For a complete description and dimensions of other units and garage spaces, refer to the Snow Flower Condominiums, recorded September 25, 1978, as Entry No. 149678 in the Summit County Recorder's Office.
4. All notes and conditions of Snow Flower Condominiums, recorded September 25, 1978, as Entry No. 149678 in the Summit County Recorder's Office, remain in full force and effect except as amended hereon.
5. Unit 70 is located in Building 2, Floor 3 and Loft level. The address of Unit 70 is 401 Silver King Drive, Unit #70.

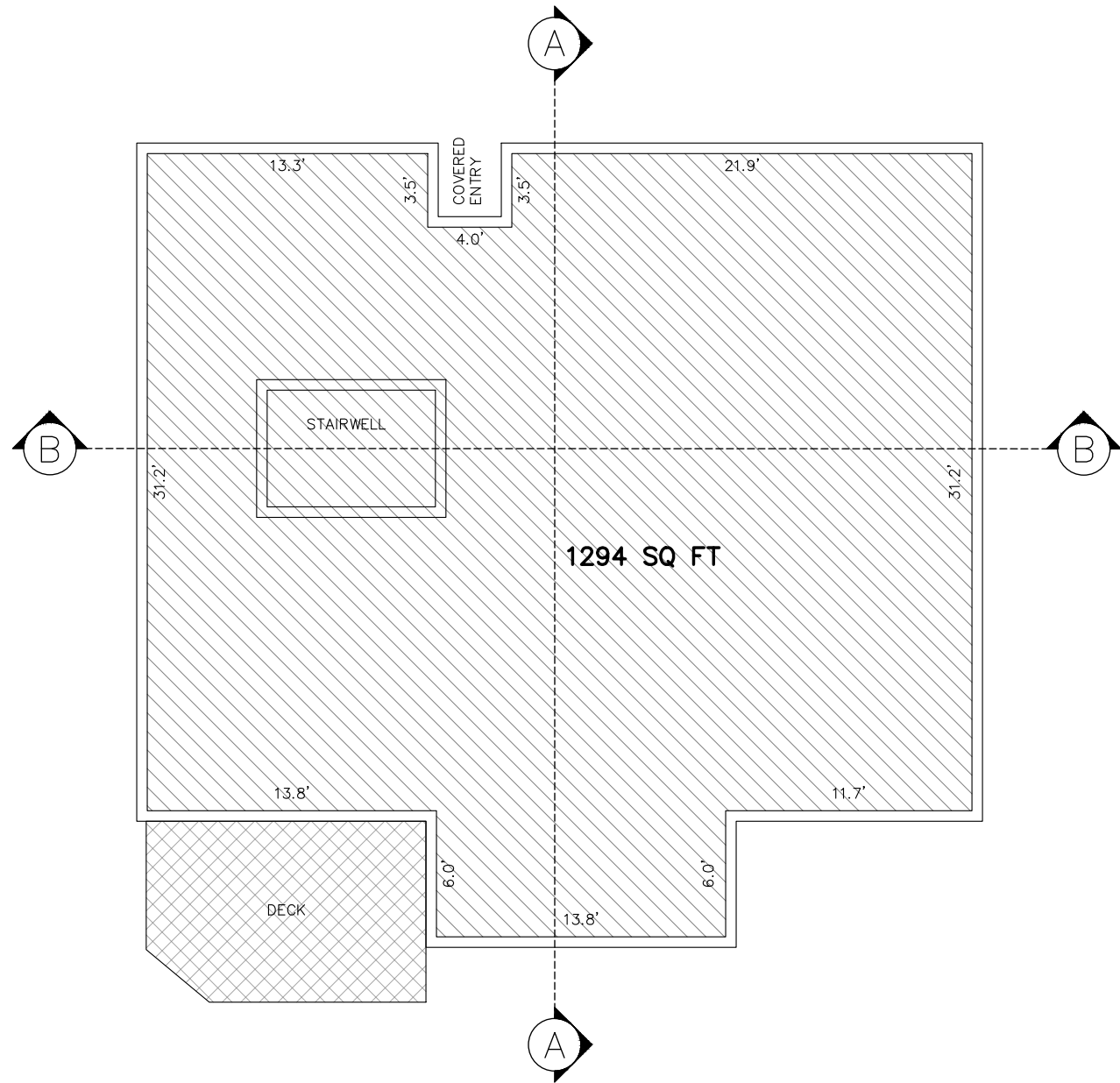
LEGEND



	SQUARE FEET
MAIN LEVEL	1294
LOFT LEVEL	995
TOTAL	2289

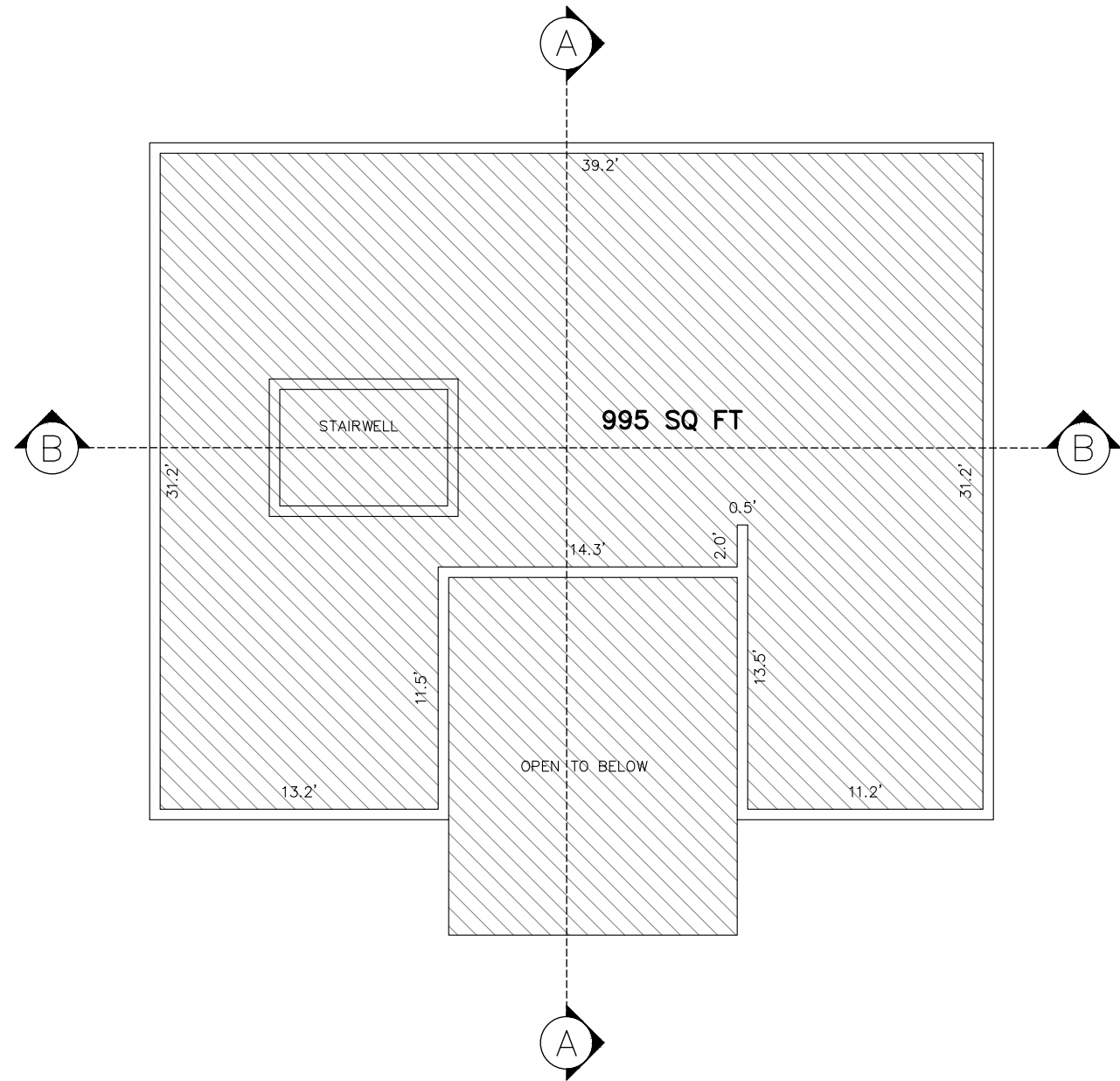
SECTION A--A

MAIN LEVEL



SECTION B--B

LOFT LEVEL



SNOW FLOWER CONDOMINIUMS FIFTH AMENDED AMENDING UNIT 70

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 9 & NORTHWEST QUARTER OF SECTION 16,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER
RECLAMATION DISTRICT STANDARDS ON THIS _____
DAY OF _____, 2023
BY _____
ENGINEERING DEPARTMENT

PLANNING COMMISSION
RECOMMENDED BY THE PARK CITY
PLANNING COMMISSION THIS _____
DAY OF _____, 2023
BY _____
CHAIR

ENGINEER'S CERTIFICATE
I FIND THIS PLAT TO BE IN
ACCORDANCE WITH INFORMATION ON
FILE IN MY OFFICE THIS _____
DAY OF _____, 2023
BY _____
PARK CITY ENGINEER

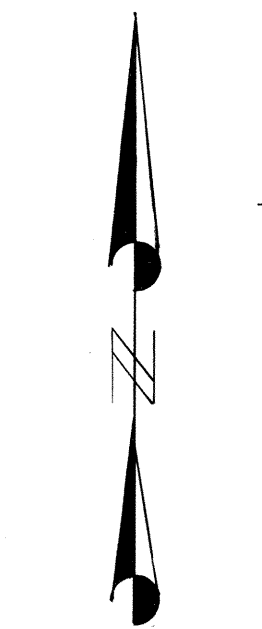
APPROVAL AS TO FORM
APPROVED AS TO FORM THIS _____
DAY OF _____, 2023
BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY
COUNCIL THIS _____ DAY OF _____, 2023
BY _____
MAYOR

CERTIFICATE OF ATTEST
I CERTIFY THIS PLAT
WAS APPROVED BY PARK CITY
COUNCIL THIS _____ DAY
OF _____, 2023
BY _____
PARK CITY RECORDER

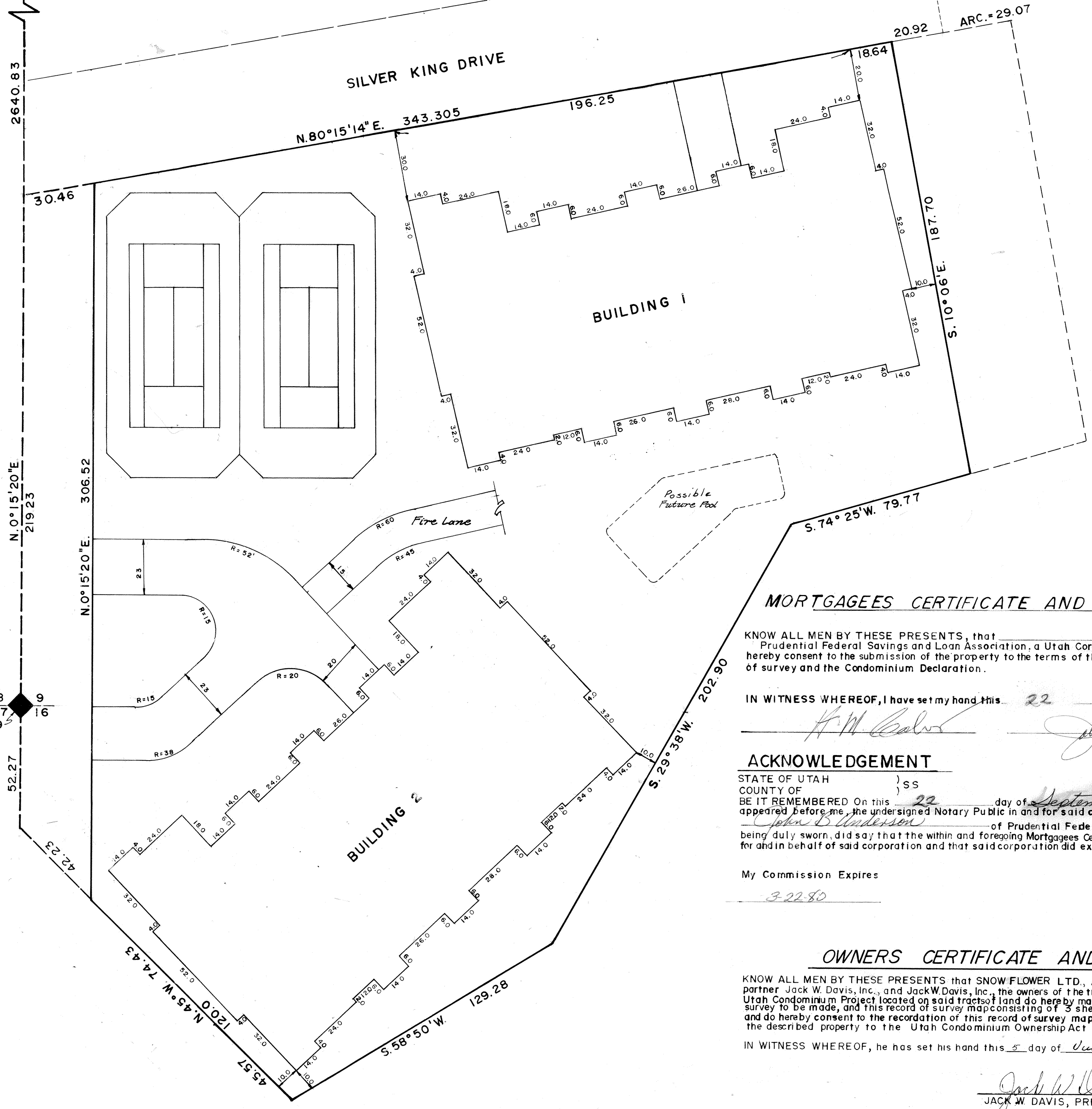
PUBLIC SAFETY
ANSWERING POINT APPROVAL
APPROVED THIS _____ DAY
OF _____, 2023
BY _____
SUMMIT COUNTY GIS COORDINATOR

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF _____
FEE _____ RECORDER _____
TIME _____ DATE _____ ENTRY NO. _____



WEST QUARTER CORNER
SECTION 9

SOUTHWEST CORNER SECTION
T.2S., R.4E. S.L.B. & M.



SURVEYORS CERTIFICATE

I, James G. West, a Registered Utah Land Surveyor holding Certificate (License) Number 3082 do hereby Certify that I have Surveyed the following described Tract of Land:

Beginning at a point South 82.135 feet and East 29.63 feet from the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 0°15'20" East 306.52 feet to the Southerly right-of-way line of Silver King Drive; thence North 80°15'14" East along said Southerly right-of-way line 343.305 feet; thence South 10°06' East 187.70 feet; thence South 74°25' West 79.77 feet; thence South 29°38' West 202.90 feet; thence South 58°50' West 129.28 feet; thence North 45°00' West 120.00 feet to the point of beginning. Contains 2.570 acres.

Together with a non-exclusive easement for vehicular and pedestrian access, to be used in common with grantor and others to whom it may grant, and described as follows:

Beginning at the Southwest corner of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 0°15'20" East 219.23 feet to a point on the Southerly right-of-way line of Silver King Drive; thence North 80°15'14" East 30.46 feet along said Southerly right-of-way line; thence South 0°15'20" West 306.52 feet; thence North 45° West 42.23 feet; thence North 0°15'20" East 52.27 feet to the point of beginning. Contains 0.199 acres.

I further certify that the above description accurately describes the land surface upon which has been constructed Snow Flower Condominiums in accordance with the Utah Condominium Ownership Act. I further certify that the reference markers as shown on this plat are located as shown, and sufficient to readily retrace or re-establish this survey.

May 31, 1978
DATE

James G. West
James G. West
Utah Registered Land Surveyor
Certificate (License) No. 3082

MORTGAGEES CERTIFICATE AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS, that _____ and _____ the undersigned Prudential Federal Savings and Loan Association, a Utah Corporation, a holder of a Deed of Trust covering the subject property does hereby consent to the submission of the property to the terms of the Utah Condominium Ownership Act and to the recordation of this record of survey and the Condominium Declaration.

IN WITNESS WHEREOF, I have set my hand this 22 day of September, 1978

H. M. Calvert *John B. Anderson*

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF)
BE IT REMEMBERED On this 22 day of September, 1978, personally appeared before me, the undersigned Notary Public in and for said county and state, H. M. Calvert and John B. Anderson of Prudential Federal Savings and Loan Association, a Utah Corporation, who being duly sworn, did say that the within and foregoing Mortgagees Certificate and Consent To Record was duly executed and signed for and in behalf of said corporation and that said corporation did execute the same.

My Commission Expires 3-22-80 Notary Public James G. West
Residing at Salt Lake City, Utah

OWNERS CERTIFICATE AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that SNOW FLOWER LTD., A Calif. Limited Partnership by and through their authorized general partner Jack W. Davis, Inc., and Jack W. Davis, Inc., the owners of the tracts of land described hereon and SNOW FLOWER CONDOMINIUM, A Utah Condominium Project located on said tract of land do hereby make this certificate that the partnership and corporation have caused a survey to be made, and this record of survey map consisting of 3 sheets to be prepared the partnership and the corporation have consented and do hereby consent to the recordation of this record of survey map in accordance with the Utah Condominium Ownership Act. Submitting the described property to the Utah Condominium Ownership Act.

IN WITNESS WHEREOF, he has set his hand this 5 day of June, 1978

Jack W. Davis
JACK W. DAVIS, PRESIDENT
JACK W. DAVIS, INC., and JACK W. DAVIS, INC., as GENERAL PARTNER of
SNOW FLOWER LTD., A Calif. Limited Partnership

SHEET 1 OF 3

PARK CITY APPROVAL

On this 27 day of July, 1978, the City of Park City a body corporate of the State of Utah and the Municipality in which the SNOW FLOWER CONDOMINIUMS is located, hereby gives final approval to said project, to the declaration recorded concurrently herewith, to the record of survey map which consists of 3 sheets and to the attributes of said project which are mentioned in Section 57-8-35(3) of the Utah Condominium Ownership Act, as amended and expanded by the laws of Utah, 1975 Chapter 173 Section 18.

ATTEST: PARK CITY
Ando W. Leatham Recorder
BY *John C. Greer Jr.* Mayor

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF Summit)
BE IT REMEMBERED On this 27 day of July, 1978 personally appeared before me, the undersigned Notary Public, Jack W. Davis who being by me duly sworn, did say he is the president of Jack W. Davis, Inc., General Partner of Snow Flower, Ltd., a Calif. Limited Partnership and that the within and foregoing Owner's Certificate and Consent To Record was duly executed and signed by him on said behalf of said Corporation and Partnership.

My Commission Expires May 1, 1977 Notary Public *Robert Johnson*
Residing at Park City

SNOW FLOWER CONDOMINIUMS

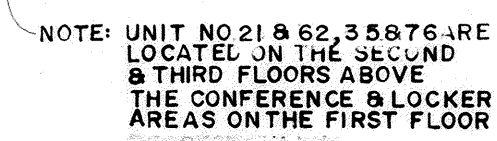
"A UTAH CONDOMINIUM PROJECT"

LOCATED IN SOUTHWEST QUARTER OF SECTION 9 AND
NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 2
SOUTH RANGE 4 EAST S.L.B. & M.

RECORDED

RECORDED NO. 149678 4:00 P.M. *dl*
FILED AND RECORDED FOR Summit Co Title
PAGE Filed BOOK A
FEE \$ 56.00 *Wan Co. Spangis*
SUMMIT COUNTY RECORDER

PREPARED BY
J. J. JOHNSON & ASSOCIATES
1700 PARK AVENUE, P.O. BOX 1661
PARK CITY, UTAH, 84060 - PH. 801-649-9811



1. All Interior dimensions are to the Finished Surfaces
2. All areas not cross-hatched on this sheet are to be Common Ownership
3. All areas cross-hatched on this sheet are to be Private Ownership
4. All areas double cross-hatched on this sheet are to be Limited Common Areas

BUILDING NO. 2			
UNIT NO.	FLOOR	CEILING	
42	6895.00	6903.083	
43	6895.00	6903.083	
44	6895.00	6903.083	
45	6895.00	6903.083	
46	6895.00	6903.083	
47	6895.00	6903.083	
48	6895.00	6903.083	
49	6895.00	6903.083	
50	6895.00	6903.083	
51	6895.00	6903.083	
52	6895.00	6903.083	
53	6904.17	6912.25	
54	6904.17	6912.25	
55	6904.17	6912.25	
56	6904.17	6912.25	
57	6904.17	6912.25	
58	6904.17	6912.25	
59	6904.17	6912.25	
60	6904.17	6912.25	
61	6904.17	6912.25	
62	6904.17	6912.25	
63	6904.17	6912.25	
64	6904.17	6912.25	
65	6904.17	6912.25	
66	6904.17	6912.25	
67	6904.17	6912.25	
68	6913.33	6921.41	
69	6913.33	6921.41	
70	6913.33	6921.41	
71	6913.33	6921.41	
72	6913.33	6921.41	
73	6913.33	6921.41	
74	6913.33	6921.41	
75	6913.33	6921.41	
76	6913.33	6921.41	
77	6913.33	6921.41	
78	6913.33	6921.41	
79	6913.33	6921.41	
80	6913.33	6921.41	
81	6913.33	6921.41	
82	6913.33	6921.41	

James H. West
Registered Utah Land Surveyor
License No. 3082

SHEET 2 OF 3

"A UTAH CONDOMINIUM PROJECT"

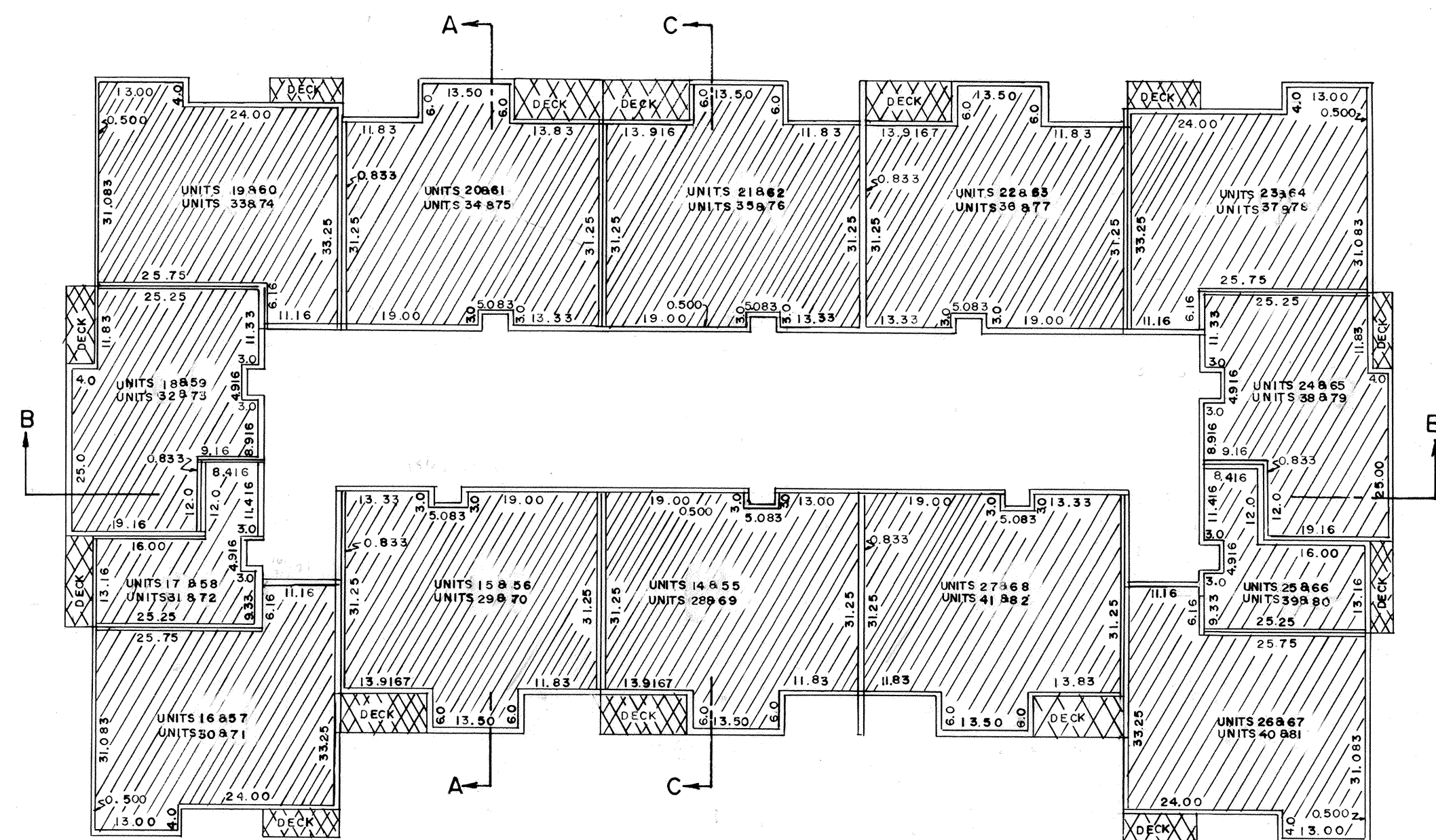
LOCATED IN SOUTHWEST QUARTER OF SECTION 9 AND
NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 2
SOUTH RANGE 4 EAST S.L.B. & M.

SUMMIT COUNTY RECORDER

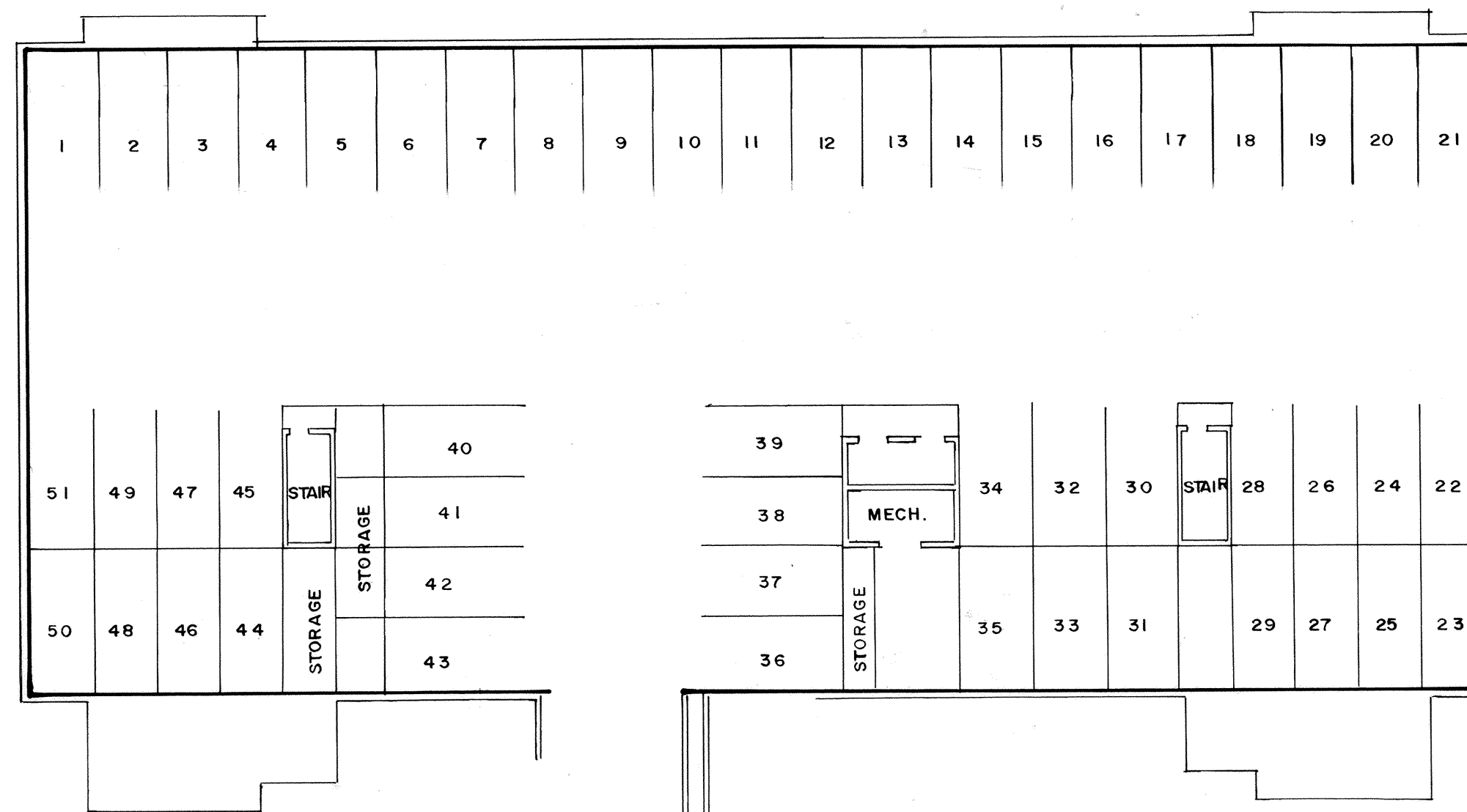
PARK CITY, UTAH, 84060 - PH.801-649 9811



FLOOR PLAN
BUILDINGS 1E2
LOFT



FLOOR PLAN
BUILDINGS 1E2
FLOORS 2E3



BASEMENT GARAGE
BUILDINGS 1E2

- NOTES:
1. All interior dimensions are to the Finished Surfaces
 2. All areas not cross-hatched on this sheet are to be Common Ownership
 3. All areas cross-hatched on this sheet are to be Private Ownership
 4. All areas double cross-hatched on this sheet are to be Limited Common Areas

I, James G. West, do hereby certify that the building specifications of SNOW FLOWER CONDOMINIUM, "A Utah Condominium Project" are and will be as shown on this plat.

May 31, 1978
DATE

James G. West
Registered Utah Land Surveyor
License No. 3082

SHEET 3 OF 3

SNOW FLOWER CONDOMINIUMS

"A UTAH CONDOMINIUM PROJECT"

LOCATED IN SOUTHWEST QUARTER OF SECTION 9 AND
NORTHWEST QUARTER OF SECTION 16 TOWNSHIP 2
SOUTH RANGE 4 EAST S.L.B. & M.

RECORDED

RECORDED NO. 149678 Sept. 25, 1978

FILED AND RECORDED FOR Summit County Title

PAGE Filed BOOK

FEE \$ 56.00

Summit County Recorder

PREPARED BY

J. J. JOHNSON & ASSOCIATES

1700 PARK AVENUE, P.O. BOX 1661

PARK CITY, UTAH, 84060 - PH. 801-6499811

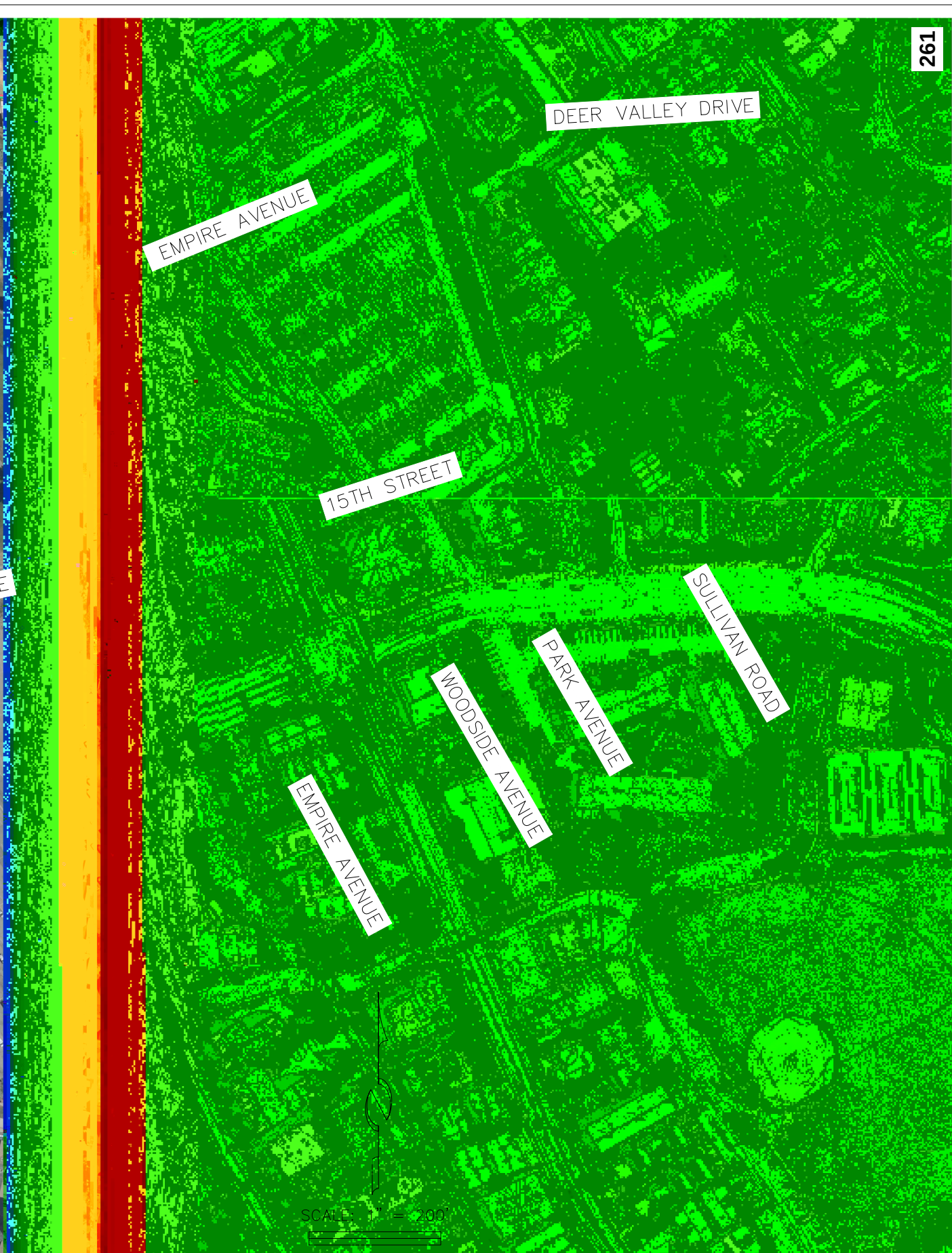
SNOW FLOWER CONDOMINIUMS, UNIT 70
(401 Silver King Drive)

January 12, 2023

PROJECT INTENT

Unit 70 of Snow Flower Condominiums is in Building 2 of the project and the plat was originally recorded September 25, 1978, as Entry No. 149678 and is located adjacent to Park City Mountain Resort.

When Unit 70 and other similar units were constructed in the late 1970s, the Loft level consisted of attic areas that were not part of the living space. These attic areas are designated as common ownership on the current recorded plat. The intent of this plat amendment application is to convert this common area attic space into private ownership to be used as living and storage space for Unit 70.



(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MARSHALL KING
BRAYLON ROSE

DATE: 3/28/22

AERIAL MAP
401 SILVER KING DRIVE
SNOW FLOWER CONDOMINIUS, UNIT 70 (BUILDING 2)

FOR: MIRANDA SADA
JOB NO.: 3-2-22
FILE: X:\ParkCityMtnResort\dwg\PlatExhibits\2022\030222-aerial.dwg



Snow Flower Unit 70 - rear - looking southeasterly



Snow Flower I Homeowner's Association
P.O. Box 448 | Park City, UT 84060

March 16, 2022

To Whom it May Concern,

Mrs. Sada requested to expand their plat in December 2021. The Snow Flower Homeowner's membership voted and the required 66 and two-thirds was received in January 2022. The total amount of votes received in favor came to 67.92%.

Please reach out to me with any questions!

Sincerely,

A handwritten signature in black ink, appearing to be 'Erin Whitney', written in a cursive, flowing style.

Erin Whitney
Park City Lodging
Snow Flower I Homeowner's Association
435.649.6400

City Council Staff Report



Subject: Trail's End at Deer Valley Condo Plat Amendment
Application: PL-23-05554
Author: Virgil Lund, Planner I
Date: September 14, 2023
Type of Item: Administrative, Condo Plat Amendment

Recommendation

(I) Review the proposed Fifth Amendment to Trail's End at Deer Valley Condo Plat Amendment; (II) conduct a public hearing; and (III) consider approving Ordinance No. 2023-45, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the Draft Ordinance (Exhibit A)

Description

Applicant: Mark Murphy

Location: 2100 Deer Valley Drive

Zoning District: Residential Development (RD)

Adjacent Land Uses: Multi-Unit Dwellings, Recreational Open Space, Commercial

Reason for Review: The Planning Commission reviews Condominium Plat amendments, conducts a public hearing, and forwards a recommendation to City Council. The City Council conducts a public hearing and takes final action.¹

LMC Land Management Code
MPD Master Planned Development
RD Residential Development

Terms that are capitalized as proper nouns throughout this staff report are defined in LMC § [15-15-1](#).

Summary

The Applicant proposes amending the Fifth Amendment to Trail's End at Deer Valley Condo Plat to increase the common area square footage in the commons building level 2 and level 3. The dining area and pool area (located on level 2 and level 3 of the commons building) will be expanded. The HOA for Trail's End voted to approve this Plat Amendment. 77.1% of Units voted in favor of this Plat Amendment.

¹ LMC [§ 15-7.1-3](#)

On August 9, 2023, the Planning Commission reviewed the proposal, held a public hearing, and unanimously forwarded a positive recommendation for City Council's consideration. ([Staff Report](#); [Audio Recording](#))

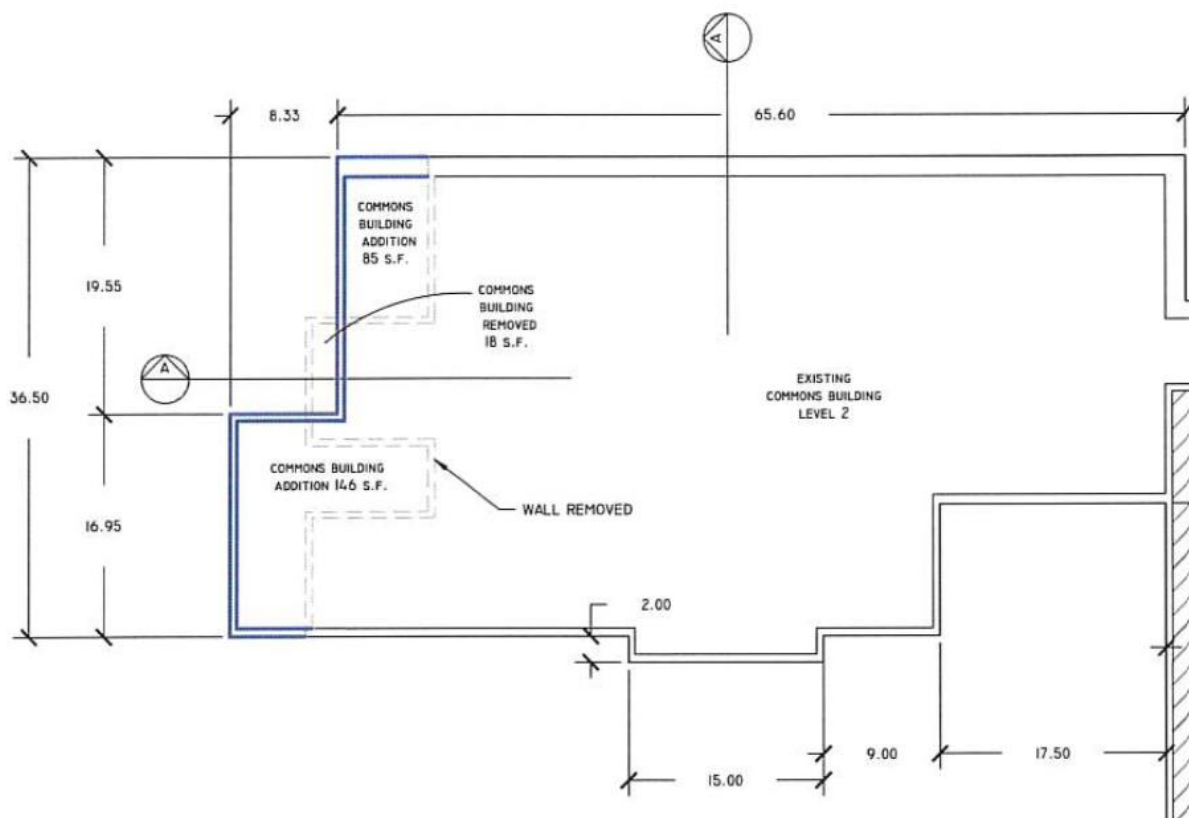
Background

Trail's End at Deer Valley is subject to the Twelfth Amended and Restated Large Scale Master Planned Development Permit (Exhibit B). Trail's End at Deer Valley is authorized for 40 Dwelling Units as part of the approved MPD. No additional Dwelling Units are proposed as part of this Plat Amendment.

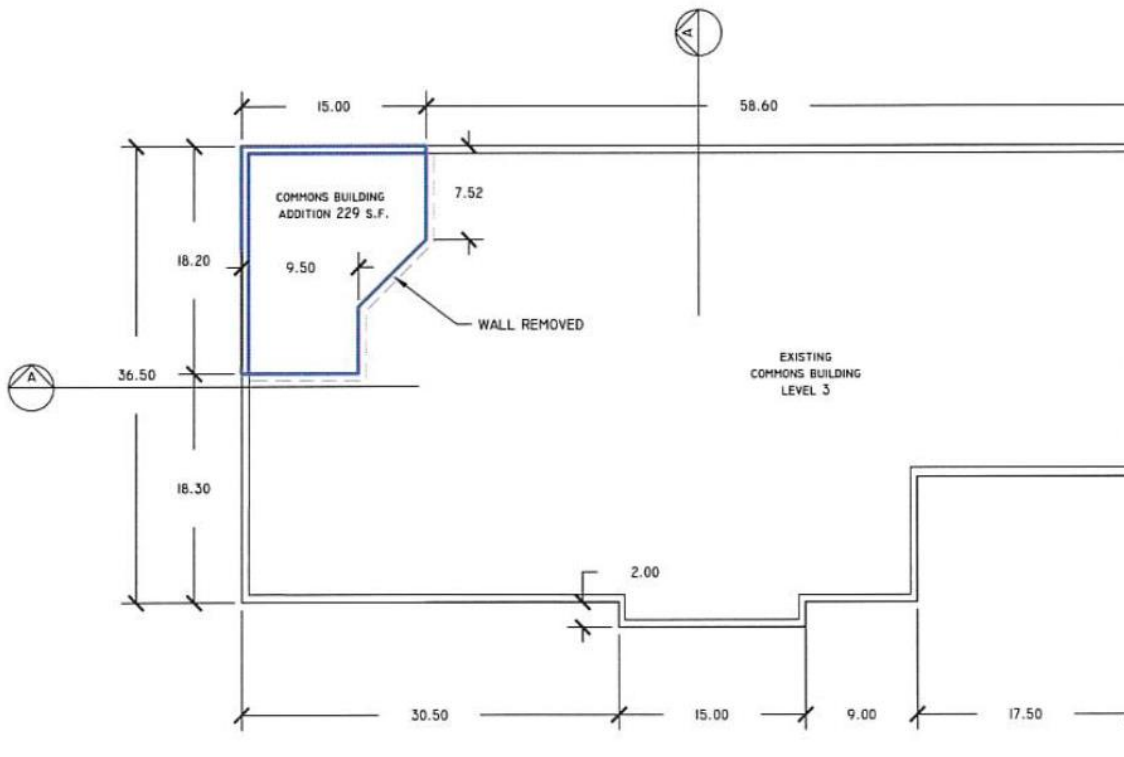
The Planning Commission approved an MPD/CUP Application for the Pine Inn (Trail's End) Condos on July 31, 1985, and 8 Units were proposed and constructed (Exhibit C).

On April 10, 1991, the Planning Commission approved the Pine Inn Phase II CUP (now Trail's End) for 32 additional Units (See Exhibit D for Staff Report).

The image below shows the proposed addition to the commons building level 2. The Applicant proposes to construct a 164 square foot addition.



The Applicant also proposes a 229 square foot addition to the commons building level 3. The image below shows this addition.



The total additional square footage from these additions is 393 square feet, with 18 square feet removed. All proposed additions will occur under existing roof lines, and no Open Space will be affected.

Analysis

(I) The Fifth Amended Trail's End at Deer Valley Condo Plat complies with the Residential Development Zoning District Requirements

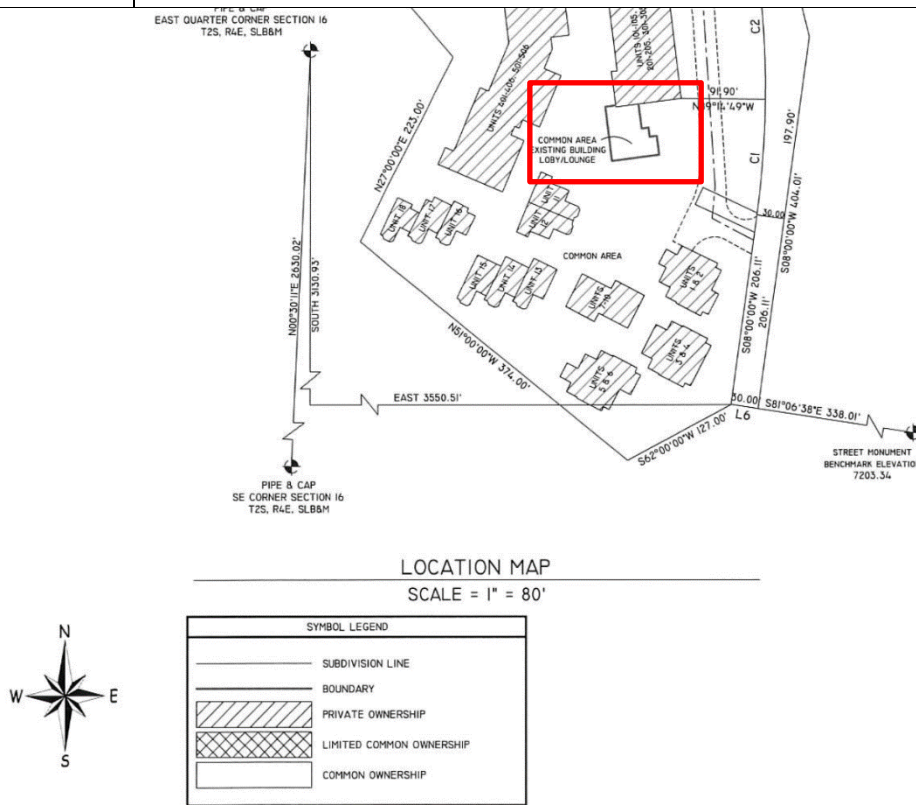
2100 Deer Valley Drive is in the Residential Development (RD) Zoning District. The purposes of the RD Zoning District include:

- allowing a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
- encouraging the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
- allowing commercial and recreational activities that are in harmony with residential neighborhoods,
- minimizing impacts of the automobile on architectural design,
- promoting pedestrian connections within Developments and between adjacent Areas; and
- providing opportunities for variation in architectural design and housing types.

Multi-Unit Dwellings are a Conditional Use and are required to comply with a Master Planned Development.²

Lots and Sites within the RD Zoning District must meet the following requirements:³

Requirement	Analysis of Proposal
Density	Complies The Trail's End Condos have been approved for 40 Units per the 12th Amended and Restated Deer Valley Resort Large Scale Master Planned Development
Front Setback: 20 Feet Rear Setback: 15 Feet Side Setback: 12 Feet	Complies All proposed expansions are occurring under the existing rooflines of the commons building, not within any Setbacks. See photo below.



² LMC [§ 15-2.13-2](#)

³ LMC [§ 15-2.13-3](#)

(II) The proposal, as conditioned, complies with LMC § 15-3-6, Parking Ratio Requirements

The Trail's End Condos have 85 Parking Spaces.

The proposed Plat Amendment does not increase Private Area or living space, so additional parking demand is not created from this Plat Amendment.

The table below outlines existing parking requirements for Multi-Unit Dwellings: ⁴

Requirement	Parking Ratio (Number Spaces)
Apartment/Condominium not greater than 1,000 sf floor Area	1 per Dwelling Unit
Apartment/Condominium greater than 1,000 sf and less than 2,000 sf floor Area	1.5 per Dwelling Unit
Apartment/Condominium 2,000 sf floor Area or greater	2 per Dwelling Unit

(III) The proposal complies with LMC § 15-7.1-3(B), Plat Amendment

Changes to platted elements including conversion of Common Area/limited Common Area to private Area within a condominium requires a Plat Amendment. Plat Amendments shall be reviewed according to the requirements of LMC [§ 15-7-1.6](#) and approval shall require a finding of Good Cause.

LMC [§ 15-15-1](#) defines Good Cause as “[Providing positive benefits and mitigating negative impacts, determined on a case by case basis to include such things as: providing public amenities and benefits, resolving existing issues and non-conformities, addressing issues related to density, promoting excellent and sustainable design, utilizing best planning and design practices, preserving the character of the neighborhood and of Park City and furthering the health, safety, and welfare of the Park City community.”

Staff finds Good Cause for this Plat Amendment because of the precedent set by the previous Plat Amendments. The previous Plat Amendments also increased common area square footages. Similarly, this amendment will expand the Common Area and does not change the mass of the existing structure, since all proposed work will occur under existing roof lines. Also, this Plat Amendment will have no negative impacts on the public and does not create any non-conformities.

⁴ LMC [§ 15-3-6](#)

(V) The Development Review Committee reviewed this proposal on July 18, 2023, and does not require any additional Conditions of Approval.⁵

Department Review

The Planning Department, Engineering Department, and City Attorney's Office reviewed this report.

Notice

Staff published notice on the City's website and the Utah Public Notice website, and posted notice to the property on July 25, 2023. Staff mailed courtesy notice to property owners within 300 feet on July 25, 2023. The *Park Record* published notice on July 25, 2023.⁶

Public Input

Staff did not receive any public input at the time this report was published, and no public comments were made at the Planning Commission's public hearing on August 9, 2023.

Alternatives

- The City Council may adopt Ordinance No. 2023-45; or
- The City Council may deny Ordinance No. 2023-45 and direct staff to make Findings for this decision; or
- The City Council may continue the discussion to a date certain.

Exhibits

Exhibit A: Draft Ordinance No. 2023-45

Exhibit B: Twelfth Amended and Restated Deer Valley Resort Large Scale Master Planned Development

Exhibit C: MPD/CUP Application for the Pine Inn (Trail's End) Condos

Exhibit D: Phase II CUP Staff Report

⁵ The Development Review Committee meets the first and third Tuesday of each month to review and provide comments on Planning Applications, including review by the Building Department, Engineering Department, Sustainability Department, Transportation Planning Department, Code Enforcement, the City Attorney's Office, Local Utilities including Rocky Mountain Power and Dominion Energy, the Park City Fire District, Public Works, Public Utilities, and the Snyderville Basin Water Reclamation District (SBWRD).

⁶ LMC [§ 15-1-21](#)

Ordinance No. 2023-45

AN ORDINANCE APPROVING THE FIFTH AMENDMENT TO TRAIL'S END AT DEER VALLEY CONDO PLAT, LOCATED AT 2100 DEER VALLEY DRIVE, SUMMIT COUNTY, PARK CITY, UTAH

WHEREAS, the owners of the property located at 2100 Deer Valley Drive petitioned the City Council for approval of the Fifth Amendment To Trail's End At Deer Valley Condo Plat; and

WHEREAS, on July 25, 2023, notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on July 25, 2023, courtesy notice was mailed to property owners within 300 feet of 2100 Deer Valley Drive and notice was posted to the property; and

WHEREAS, on August 9, 2023, the Planning Commission reviewed the application and held a public hearing; and

WHEREAS, on August 9, 2023, the Planning Commission forwarded a positive recommendation for City Council's consideration on September 14, 2023; and

WHEREAS, on September 14, 2023, the City Council reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, the plat is consistent with the Park City Land Management code including § 15-7.1-3(B), § 15-12-15(B)(9), and Chapters 15-2.13 and 15-7.

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

SECTION 1. APPROVAL. The Fifth Amendment To Trail's End At Deer Valley Condo Plat, located at 2100 Deer Valley Drive, as shown in Attachment 1, is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

Background:

1. Trail's End at Deer Valley is subject to the Twelfth Amended and Restated Large Scale Master Planned Development Permit.
2. The property is located at 2100 Deer Valley Drive.
3. The Trail's End Condominiums are in the Residential Development (RD) Zoning District.
4. This Plat Amendment accurately identifies the square footages for all private ownership, Common Areas, and Limited Common Areas in the Trail's End Condominiums.
5. The Common Area will be increased by 393 feet, with 18 square feet of Common Area removed.

6. All proposed additions will occur under existing roof lines and no Private Area will be affected.
7. The Trail's End Condos have 85 Parking Spaces.

Conclusions of Law

1. The Plat Amendment is consistent with the Park City Land Management Code, including Chapter 15-2.13 *Residential – Development (RD) Zoning District*, and § 15-7.1-6 *Final Subdivision Plat*.
2. Neither the public nor any person will be materially injured by the proposed Plat Amendment.
3. 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 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 (1) year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this Plat approval 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 plat shall note that fire sprinklers are required for all new construction.
4. City Engineer shall review and approve all Lot grading, utility installation, public improvement, and drainage plans for compliance with City standards prior to issuance of any building permits.

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

PASSED AND ADOPTED this 14th Day of September 2023.

PARK CITY MUNICIPAL CORPORATION

Nann Worel, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

When recorded, Mail to:
 Park City Recorder
 PO Box 1480
 Park City, UT 84060

**DEER VALLEY RESORT TWELFTH AMENDED AND RESTATED
 LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
November 30, 2016**

WHEREAS, Royal Street Land Company, a Utah corporation ("Royal Street") heretofore submitted to the Planning Commission of Park City ("Commission") certain items with relation to a residential, commercial, and recreational development project known as Deer Valley / Lake Flat Area Development ("Project") which items were listed in the original Permit granted for the Project by Commission and are incorporated herein by reference; and

WHEREAS, Commission found that such items submitted by Royal Street complied with and satisfied all applicable requirements of the Park City Land Management Code as then in force, to permit the construction of the Project as a planned unit development pursuant to the planned unit development exception then contained in the Park City Land Management Code; and

WHEREAS, Commission heretofore issued to Royal Street a Special Exception Permit dated September 27, 1977, with relation to the Project, which Special Exception Permit was amended by an Amended Special Exception Permit dated June 27, 1979 issued to Royal Street and by a Second Amended and Restated Special Exception Permit dated January 27, 1982, a Third Amendment to Special Exception Permit dated May 17, 1984, a Fourth Amendment to Special Exception Permit dated February 21, 1985, a Fifth Amended and Restated Special Exception Permit dated December 23, 1986, a First Amendment to Fifth Amended and Restated Special Exception Permit dated November 29, 1989, a Second Amendment to Fifth Amended and Restated Special Exception Permit dated April 11, 1990, a Sixth Amended and Restated Special Exception Permit dated October 10, 1990, a Seventh Amended and Restated Large Scale Master Planned Development Permit dated April 14, 1993, an Eighth Amended and Restated Large Scale Master Planned Development Permit dated April 25, 2001, a Ninth Amended and Restated Large Scale Master Planned Development Permit dated June 28, 2006, a Tenth Amended and Restated Large Scale Master Planned Development Permit dated August 12, 2009, and an Eleventh Amended and Restated Large Scale Master Planned Development Permit dated March 23, 2011, which were issued to Deer Valley Resort Company ("Permittee"), as assignee and successor to the rights of Royal Street under the Special Exception Permit; and

WHEREAS, Permittee and Commission desire to further amend and restate the Large Scale Master Planned Development Permit to reflect actions approved by the Commission with respect to the combination of vacant Deer Valley MPD Silver Lake Village Lots F, G, and H into one Lot I and to transfer 843 square feet of existing residential density (0.4215 unit equivalents (UE)) from Deer Valley MPD Silver Lake Village Lot D (existing Goldener Hirsh Inn) to the new Deer Valley MPD Silver Lake Village Lot I, to accommodate connection, access and circulation between the Goldener Hirsch Inn on Parcel D and the future Goldener Hirsch Residences proposed on Parcel I.

WHEREAS, Permittee has requested modification to the Large Scale Master Planned Development Permit and Commission is willing to grant said modifications as herein set forth; and

WHEREAS, Commission finds that it is in the best interest of Park City and its citizens that Permittee be granted the right to construct and develop the Project as a Master Planned Development in accordance with the Park City Land Management Code passed and adopted December 22, 1983, effective January 1, 1984 as the same has been amended by Ordinance to the date hereof (herein designated the "Code") and in accordance with the Large Scale Master Planned Development Permit as amended and restated hereby.

NOW THEREFORE, the Large Scale Master Planned Development Permit is hereby amended and restated to authorize and grant the right, and Permittee is hereby authorized and granted the right, to develop and construct the Project, subject to Planning Commission approval of any required Conditional Use Permits for site specific development and City Council approval and recordation of any required subdivision plats, as outlined and detailed in this: (A) Twelfth Amended and Restated Large Scale Master Planned Development Permit ("Permit") including the Exhibits hereto and those documents and items submitted by Permittee as aforesaid, as a Master Planned Development pursuant to the Master Planned Development provisions contained in the Code; and, (B) the Agreement dated July 12, 1978, between Park City, as "City", and Royal Street, as "Royal Street", as amended by an Amendment to Agreement dated May 29, 1978, a Second Amendment to Agreement dated April 3, 1980, a Third Amendment to Agreement dated August 21, 1980, as amended and restated in its entirety by a Fourth Amendment and Restatement of Agreement, a Fifth Amendment to Agreement dated May 17, 1984, and a Sixth Amendment to Agreement dated February 21, 1985, and all subsequent amendments, which are all incorporated herein by reference and which Agreement as so amended is herein referred to as the "Agreement", and as such Agreement may hereafter be further amended from time to time. Park City is hereinafter referred to in this Permit as "City".

A. **Densities.** For purposes of determining densities in the Project:

(1) Insofar as the following portions of the Project are concerned, the authorized densities shall be as follows:

<u>Parcel Designation</u>	<u>Authorized Dwelling Units</u>
Northwest Multi-Family (Fawn grove)	80
North Entrance Multi-Family (Pinnacle)	40
North Hillside Multi-Family (Pinnacle)	46
Southwest Multi-Family (Aspenwood)	30
Southwest Multi-Family (Courchevel)	13.5
Northwest Hillside Multi-Family (Daystar)	24
South Entrance Multi-Family (Stonebridge)	50
South Multi-Family (Lakeside)	60
West Multi-Family (Pine Inn and Trails End)	40
Total	383.5

For purposes of determining densities on the parcels designated in this Subparagraph (1), a single family home or an apartment containing two bedrooms or more constituted a dwelling

Unit, a one-bedroom apartment constituted one-half of a dwelling Unit, and a hotel room or lodge room constituted one-half of a dwelling Unit. The parcels in this subparagraph have all been developed as of the date hereof.

(2) Insofar as all portions of the Project other than the nine parcels containing 383.5 dwelling Units identified in Subparagraph A. (1) above are concerned, an apartment Unit containing one bedroom or more shall constitute a dwelling Unit and a hotel room or lodge room shall constitute one-half of a dwelling Unit.

(3) If approved in advance by Commission and Permittee, the owner of any development parcel in the Project shall have the right to have the densities permitted on said development parcel calculated in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) or in accordance with the Unit Equivalent formula contained in Section 10.12 of the Code, as said Unit Equivalent formula may from time to time be amended or modified. In the event of election of an owner to utilize said Unit Equivalent formula and approval thereof by Commission and Permittee, the maximum number of Unit Equivalents which may be contained in the structures built upon said development parcel shall not exceed the permitted number of dwelling Units to be constructed thereon determined in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) and the number of Unit Equivalents as constructed on said development parcel shall for all purposes hereof be deemed the number of units constructed thereon. Approval of use of the Unit Equivalent formula by Commission and Permittee shall not, and cannot, alter or release any private land use covenants between the owner and Deer Valley, or others, concerning development of the property or the density permitted thereon.

(4) Insofar as the following portions of the Project are concerned, the authorized densities, permitted on the development parcels are required to be calculated in accordance with the Unit Equivalent Formula contained in Section 10.12 of the Code as said Unit Equivalent formula may from time to time be amended or modified:

<u>Parcel Designation</u>	<u>Authorized Unit Equivalents</u>
Snow Park Village	209.75
Total	209.75

B. Unit Size. Except for units with relation to which the owner elected or elects to or is required to utilize the Unit Equivalent formula, there shall be no size limitation for Units constructed on any parcel provided that following construction the parcel proposed to be developed contains a minimum of 60% open space and otherwise complies with MPD and all applicable zoning regulations.

C. Development Parcel Designations. Development parcel designations, prescribed densities, parcel sizes, building height limitations (the height limitation for each parcel will be determined by reference to the Code in effect at time of application for approval of the development of the parcel) and the status of development of the parcels as of the date hereof are reflected on Exhibit 1. Permittee shall have the right to develop a total of 2,110 residential Units (exclusive of employee housing Units) within the Project. Permittee shall have the right to develop 209.75 Unit Equivalents within the Snow Park Village, subject to the conditions and

requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the following:

(1) **Conditional Use Review.** Prior to the sale by Permittee of the Snow Park Village, Permittee shall submit a site-specific plan with relation to such parcel to the Commission requesting approval for construction on the parcel. In addition, the Permittee shall request the establishment of building site conditions with relation to the parcel. Accordingly, Permittee or persons acting on its behalf shall file with the Community Development Department of City a completed application form supported by the information set forth in Section 15-6 of the Code, as the same may be amended from time to time. The procedure for the approval or disapproval of any site-specific plan shall be based upon the provisions of this Permit and the conditional use criteria of the Code in effect on the date of application. Components of the Project, other than land development parcels, are listed on Exhibits 2 and 3.

D. Subdivision of Development Parcels. Prior to the sale of any individual lots on any parcel listed on Exhibit 1 developed for residential use as a "subdivision" as defined by the City subdivision ordinance and state statute, the party electing to establish a subdivision on said parcel shall comply with all applicable provisions of the City subdivision ordinance in effect at the time of application. The procedure for the approval or disapproval of any subdivision application shall be based upon the procedure provided in the City subdivision ordinance in effect at the time of application.

Prior to the filing of a record of survey map and declaration of condominium to establish a condominium on any parcel listed on Exhibit 1, the party electing to establish a condominium shall comply with all applicable provisions of any City condominium ordinance in effect at the time of application. The procedure for the approval or disapproval of any condominium shall be based upon the Utah Code and any City condominium ordinance in effect at the time of application.

E. Applicability of Sensitive Area Overlay Zone. For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the adoption of the Sensitive Area Overlay Zone are vested in terms of density. Site planning standards can be applied only to the extent that they do not unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply.

F. Relationship to National Standards. The provisions of the Code and any other applicable zoning and development ordinances including national standards with respect to engineering or building requirements as adopted by City, in effect in City on the date hereof, shall govern the development within the Project, except as otherwise provided herein.

G. Off-Street Parking. Parking required with relation to each portion of the Project shall be based upon Code as in effect at the time application for a building permit for such portion of the Project as is filed with City. For purposes of calculating required parking, the Project shall be deemed to be zoned Residential Development District (RD) Master Planned Developments (MPD). Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space.

If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission.

H. Commercial Space, Support Commercial, and Meeting Space. Exhibit 2 hereto lists commercial and support space allotted to the Project. The General Snow Park Commercial category is restricted in utilization within the Project to the following parcels in the Snow Park area:

Pine Inn Multi-Family Parcel
 Snow Park Lodge Multi-Family Parcel (Black Diamond Lodge)
 Snow Park Village (Combination of Snow Park Hotel Parcel and
 Snow Park Parking Area Parcel)
 Snow Park Day Center Parcel

Utilization of portions of the General Snow Park Commercial category within any of the above listed parcels is subject to the specific approval of both Permittee and Commission.

In addition to the Exhibit 2 Commercial Space permitted in the Project, Support Commercial shall be permitted and used as defined in the Code, as amended, at the time of application.

I. Employee Housing. Permittee has been required to cause the development of 112 employee (affordable) housing units pursuant to prior editions of this Permit. Prior to the date of this Permit, Permittee has developed or caused to be developed units qualifying under the low and moderate income housing exception of the Code as follows:

<u>Project Location</u>	<u>Number of Qualifying Units</u>
A. Units in Deer Valley:	
Little Belle Manager Unit	1
Stag Lodge Manager Unit	1
Sterlingwood Manager Unit	1
Bald Eagle Caretaker Units	2
Mt. Cervin Manager Unit	1
Deer Valley Club Manager Unit	1
B. Units Other Than in Deer Valley:	
Parkside Apartments	42
Fireside Apartments / Condos	42
Washington Mill Apts.	8
Peace House	3
Aspen Villas / Silver Meadows (Participation)	9
Fawn grove Employee Unit	1
Total	112

Deer Valley shall be obligated to comply with all applicable ordinances of City relating to the creation and construction of employee housing, including ordinances that are adopted after the date of this Permit. Deer Valley will be given credit for the previously developed units

identified above when computing the employee housing obligation under applicable ordinances. The City acknowledges full satisfaction of Deer Valley's current obligation in the Employee Housing Agreement dated October 6, 1995 executed in conjunction with Deer Valley's contribution to the Silver Meadows project. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing employee / affordable housing units built by Deer Valley or persons acting on its behalf exceeds the number of units required by the new ordinance, credit shall be given against the ordinance imposed obligation, but in no event shall City be obligated to reimburse Deer Valley for any excess, or to permit the assignment of the excess to other parties with a similar employee housing requirement. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing units built by Deer Valley or those acting on its behalf falls short of the newly imposed ratio of employee units to conventional units, Deer Valley agrees to be bound by the provisions of the newly adopted ordinance; provided, however, that the new ordinance shall apply only to those Units on which site specific approval is granted after the adoption of the employee / affordable housing ordinance.

J. Technical Reports. Permittee shall submit updated technical reports with regard to traffic monitoring, water systems, and sewer systems for review by Commission as significant changes occur in those systems and as needed for specific project review as required by the Community Development Director and Public Works Director prior to density approval.

K. Public Use of Ski Facilities. Use of all ski facilities shall be open to the general public and shall not be restricted to owners of property located in Deer Valley or to members of any private club. Furthermore, all charges, fees and costs paid by the general public for the use of such facilities shall not exceed the charges, fees and costs paid by owners of property located in Deer Valley.

L. Trails .There are 4 types of trails in Deer Valley:

- (1) Bicycle paths located within street rights-of-way;
- (2) Pedestrian paths connecting parcels together within a community;
- (3) Connecting paths connecting communities together; and
- (4) Hiking trails to provide access to the mountain.

Bicycle paths shall be located within street rights-of-way dedicated to City and shall be operated and maintained by City as shown on the Deer Valley Trails Master Plan and the City Trails Master Plan.

Pedestrian paths shall be hard surfaced, a minimum of five feet wide, a maximum of six feet wide and built to public sidewalk specifications. These paths shall connect development parcels together and connect development parcels to commercial nodes. At the time of conditional use approval of a particular development parcel, the developer of said parcel shall provide a pedestrian path across said parcel connecting to the paths on the adjoining parcels. The location of these paths shall be determined by the parcel developer and by City staff with the Deer Valley Trails Master Plan used as a guide. The locations shall be modified as necessary to take into consideration topography and existing trails, and shall tie into the bus system which serves Deer Valley. These paths shall form a year-round system. Maintenance shall be the responsibility of the parcel owner. A 10 to 15 foot wide easement (easement size

shall be determined at the time of site specific conditional use approval) for each pedestrian path shall be dedicated to City and is required to be shown on the recorded plat for the applicable development parcel.

It is recognized by the parties that the property within the Deer Valley Resort is private property. Public access to ski runs is at the discretion of Permittee. Summer public access and non-destructive summer use which includes casual hiking on ski runs shall be allowed by Permittee subject to reasonable rules and regulations.

In the event that City in its sole discretion determines that City should hold any easements for hiking, City shall make a request that an easement be granted for any or all of the hiking trails that City desires to hold within or adjacent to ski runs shown on the Trails Master Plan. In the event that City obtains a formal agreement, City agrees to maintain such hiking trails, and Permittee will provide legal descriptions, signage and grant to City an easement (minimum of 10 feet to maximum of 15 feet wide) to maintain such hiking trails without hard surface and without winter maintenance. If City desires to upgrade the hiking trails beyond that which currently exists, City agrees to bear the cost of those improvements. The Trails Master Plan shall serve as a general guide in determining the final location of said hiking trails. In the event City obtains and holds formal easements for hiking trails, City shall indemnify and hold Permittee and its successors and assigns harmless from and against any loss, damage, injury or responsibility with relation to any such trail and any claims, demands or causes of action from any person resulting from injuries sustained while utilizing any hiking trails for which City has obtained and holds easements. Said public easement shall also be subject to such additional reasonable rules and regulations as Permittee deems appropriate to eliminate possible interference with the operation and maintenance of the ski resort, or in the interest of safety or security.

M. Open Space. With the exception of those parcels identified on Exhibit 1 and those areas and items listed on Exhibit 2 as "commercial and support space", all remaining property in the Project is hereby designated "landscaped open space" as that term is defined in the Code as presently in effect and shall remain substantially free from structures, roads and parking lots except as otherwise approved by City or permitted by the Code as presently in effect. The "landscaped open space" shall be maintained and operated by Permittee at Permittee's sole cost and expense.

N. Fire Considerations. All buildings or structures located within the Bald Eagle, Silver Lake, and North Silver Lake Communities shall be fire sprinkled in accordance with UBC 38-1-82.

O. Water Improvements .Permittee agrees that, as a condition of and concurrently with issuance to Permittee of a building permit for the construction of any buildings or structures comprising a portion of the Project, Permittee shall be obligated to agree in writing to construct and convey to City storage facilities, pumping facilities, and transmission lines, as agreed upon and approved by the Public Works Director and City Engineer at the time of issuance of said building permit, to the extent necessary to store and transmit culinary water, irrigation water, and water for fire flows to the buildings and structures covered by the building permit and to connect the same to the water system of City, and shall evidence to the satisfaction of City the ability of Permittee to comply with such agreements.

Permittee agrees that completion of the action required by this Section O with relation to any building or structure included in the Project shall be deemed a condition precedent to the

right to occupy and utilize the building or structure. Commission and Permittee agree that the general level of water facilities construction for the Project required by this Section O has been heretofore accomplished by Permittee.

The existing agreement relating to water rights and water facilities for Deer Valley development entered into November 17, 1988 between Permittee as "DVRC", Royal Street as "Royal Street", and City as "Park City" and the Deer Valley Water Facilities Improvement Agreement dated March 31, 1994 between City, Royal Street and Permittee (as "DVRC") and the Amendment to the 1994 Deer Valley Water Facilities Improvement Agreement dated May 12, 2006 between City as "Park City", Royal Street and Permittee (as "DVRC") are made a part of this Permit by reference.

P. Sewer Considerations .Although City has no responsibility for sewer approvals; the Snyderville Basin Sewer Improvement District has indicated the following with respect to sewerage in Deer Valley: Projected flow calculations are based on average wastewater flow from residential units and make no distinction regarding size. In other words, the Sewer District does not follow the "unit equivalent" concept as does City.

The Sewer District has previously reviewed both the Upper and Lower Deer Valley sewer systems and made the following comments: Upper System (American Flag / Silver Lake Community) - There are two sections of sewer within the American Flag Subdivision that limit upstream, new growth to approximately 325 additional residential units. There are several sections with only slightly greater capacity. This concern or limitation was eliminated by construction of a new sewer trunk line from Royal Street through the Westview Parcel in 1988. Lower System (Solamere, Queen Esther, Fawn grove) - A portion of the trunk sewer serving this area was replaced in 1985 to provide greater capacity for Hanover and Park Con projects as well as Deer Valley's. These three developers executed an agreement with the District which identified their anticipated development and the percentage of the cost they would fund to "reserve" capacity in the sewer system. Of the present sewer capacity of approximately 1385 units, Deer Valley has approximately 200 units available for future development. However, there are downstream sections of sewer that have less capacity than the new Deer Valley North Road sewer. This problem will be pursued with the developers as necessary.

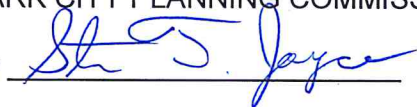
Q. Separability. If any provision or provisions of this Permit shall be held or deemed to be, or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent, whatsoever.

R. Term of Permit. The term of this Permit is governed by the Twenty-Ninth Edition of the Land Management Code of Park City as revised as of April 1, 1993.

Approved this 30th day of November, 2016.

PARK CITY PLANNING COMMISSION

By



Planning Commission Chair

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 1
DEVELOPMENT PARCELS

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
DEER VALLEY COMMUNITY					
Stonebridge & Boulder Creek Multi-Family	50	54	1	28	10.23
Aspenwood Multi-Family	30	30		28	9.21
Pine Inn & Trails End Multi-Family	40	45	1	35	8.52
In The Trees (South Multi-Family) Multi-Family	14	14		28-45	2.87
Black Diamond Lodge (Snow Park Lodge Multi-Family)	29	27		28-75	5.70
Courcheval Multi-Family	13.5	27	1	35	1.82
Daystar Multi-Family	24	24		28	9.84
Fawngrove Multi-Family	50	50		28	12.05
Chateaux Fawngrove Multi-Family	10.5	11	2	28	Incl
Bristlecone Multi-Family	20	20		28	Incl
Lakeside Multi-Family	60	60		28	6.49
Solamere Single Family (includes Oaks, Royal Oaks & Hidden Oaks)	274	274		28	237.81
Pinnacle Multi-Family	86	86		28	36.80
Comstock Lodge (East Bench Multi-Family)	10.5	21	1	35	3.50
Red Stag Lodge	8.5	11	1	35	Incl
Powder Run Multi-Family	25	33	1	35	3.20
Wildflower (Deer Valley North Lot 1 Multi-Family)	11	14	1	28	1.04
Glenfiddich (Deer Valley North Lot 2 Multi-Family)	12	12		28	1.45
Chapparal (Deer Valley North Lot 3 Multi-Family)	15	20	1	28	1.44
Northeast Multi-Family:					12.65
Lodges @ Deer Valley	73.25	85	3	28-35	
Silver Baron Lodge	42.75	50	12	28-35	
Snow Park Village (Snow Park Hotel & Parking Sites)	209.75	0	4	28-45	14.93
Total Deer Valley Community	1108.75				
AMERICAN FLAG COMMUNITY					
American Flag Single Family	93	93		28	83.04
LaMaconnerie Multi-Family	15	15		28	6.19
Total American Flag Community	108				
NORTH SILVER LAKE COMMUNITY					
Westview Single Family	15	1		28	40.69
Evergreen Single Family	36	36		28	27.60
NSL Homesite Parcel #1	1	1		35	1.90
Belleterre Single Family	10	10		28	11.42
Bellevue Townhomes (NSL Subdivision Lot 1)	24	14	10	28	4.62
Bellemont Townhomes (NSL Subdivision Lots 2A and 2A-1)	18	12	10	28	3.75
NSL Subdivision Lot 2B	54	0		45	5.96
BelleArbor Townhomes (NSL Subdivision Lot 2C)	43	21	10	28-35	8.25
NSL Subdivision Lot 2D Open Space Lot	0	0	5	0	4.03
Total North Silver Lake Community	201				
SILVER LAKE COMMUNITY					
Stag Lodge Multi-Family	50	52	6	28-35	7.34
Cache Multi-Family	12	12		28	1.77
Sterlingwood Multi-Family	18	18		28-35	2.48
Deer Valley Club	20	30	1	28-45	1.53
Double Eagle (SL East Parcel 2 Multi-Family)	18	18		28-35	2.26
Stein Eriksen Lodge Multi-Family	66.75	65	11	28-35	10.86
Little Belle Multi-Family	20	20		28	3.66
Chateaux At Silver Lake Lot 23 Deer Valley Club Estates Subdivision)	65	78	1	28-45	3.24
Sterling Lodge (Lot 2 Silver Lake East Subdivision)	14	14		28-45	0.61
Royal Plaza Multi-Family (Silver Lake Village Lot A)	7.6215	13	1	59 (A)	0.48
Mt. Cervin Plaza Multi-Family (Silver Lake Village Lot B)	7.5	7		59 (A)	0.54
Inn at Silver Lake (Silver Lake Village Lot C)	10	8		59 (A)	0.50
Goldener Hirsch Inn (Silver Lake Village Lot D)	5.5785	18	1	59 (A)	0.35
Mt Cervin Multi-Family (Silver Lake Village Lot E)	16	15		59 (A)	0.53
Silver Lake Village Lot F	0	0		59 (A)	0.35
Silver Lake Village Lot G	0	0		59 (A)	0.38
Silver Lake Village Lot H	0	0		59 (A)	0.44
Silver Lake Village Lot I (combination of Silver Lake Village lots F, G, H)	34.4215	38	13,14,15	59 (A)	1.17
SL Knoll Condominiums	4	4		35	0.76
Knoll Estates Single Family	21	21		35	9.90
Black Bear Lodge (Lot 22 Deer Valley Club Estates Subdivision)	51	51		35	1.39
Knollheim Single Family	20	5	7	35	1.84
Alpen Rose Single Family	2	2		35	0.66
Silverbird Multi-Family	6	6		35	0.80
Ridge Multi-Family	24	24		35	2.34

**DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 1
DEVELOPMENT PARCELS**

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
Enclave Multi-Family	17	17		28-35	1.79
Twin Pines Multi-Family	8	8		28-35	1.33
Cottages Single Family	11	11		28	7.06
Alta Vista Subdivision	7	7		35	6.02
Woods Multi-Family	16	7	8	28-35	2.41
Trailside Multi-Family	9	9		28-35	1.46
Aspen Hollow Multi-Family	16	16		28-35	3.18
Ridgepoint Multi-Family	38	38		28-35	5.60
Total Silver Lake Community	614.8715				
BALD EAGLE COMMUNITY					
Bald Eagle Single Family	78	58	9	28	35.65
Total Bald Eagle Community	78				
TOTAL CONVENTIONAL UNITS	2110.6215				
EMPLOYEE HOUSING UNITS					
Little Belle	1				
Stag Lodge	1				
Sterlingwood	1				
Bald Eagle	2				
Mt. Cervin	1				
Deer Valley Club	1				
TOTAL EMPLOYEE HOUSING UNITS	7				

NOTES:

1. These projects have been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density than base permitted density.
 2. One small unit was separately permitted in this project using .5 unit of density.
 3. This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (85) than base permitted density (73.25).
 4. This parcel is required to use the Unit Equivalent Formula contained in Section 10.12 of the Code.
 5. This parcel has been platted as open space, with the open space applying to the open space requirement of Lot 2B.
 6. Two additional units were permitted in this project on land that was not a part of the Deer Valley MPD.
 7. This parcel was originally permitted as 20 MF units but subsequently developed as 5 single family homesites.
 8. This parcel was permitted as 16 units. Subsequently 9 of the unit development rights were acquired by the homeowners and dedicated as open space.
 9. This parcel was originally permitted as a combination of single family and multi-family. The multi-family uses were converted to single family with a density reduction from 78 to 58 units.
 10. The development density on these parcels is less than the original permitted density at the election of the developer.
 11. The transfer of 1.75 Unit Equivalents to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on June 28, 2006.
 12. This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75). The transfer of 1 Unit Equivalent to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on March 23, 2011.
 13. Prior to issuance of a building permit on Lot I, the Property owner shall submit an Historic Mine Waste report.
If Historic Mine Waste is located on the site, a mitigation plan shall also be submitted compliant with the Park City Soils Boundary Ordinance.
 14. Building on Lot I shall be designed to be broken into more than one volumetric mass above final grade, exhibiting both horizontal and vertical articulation. Common underground parking is permitted.
 15. The transfer of 0.4215 UE from Lot D to Lot I was approved by Planning Commission on November 30, 2016.
- A. Lots in the Silver Lake Village Subdivision have a development height limitation tied to a base elevation of 8122' with peak of roof not to exceed elevation 8186'.

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 2
COMMERCIAL AND SUPPORT SPACE

LOCATION	RETAIL	RESTAURANT (3)	COMM'L OFFICES	ADMIN., SUPPORT & OTHER	TOTAL	TRANSFER TO RESIDENTIAL	DEVELOPED	REMAINING
SNOW PARK LODGE	13807	26958		85578	126343		126343	0
SNOW PARK TICKET SALES BUILDING				5112	5112		5112	0
SNOW PARK PLAZA BUILDING	3100		16000	4180	23280		23280	0
GENERAL SNOW PARK COMMERCIAL (1)	21890				21890		0	21890
SILVER LAKE LODGE	1200	29160		15790	46150		46150	0
EMPIRE LODGE (4)		22456		12544	35000		30453	4547
SILVER LAKE COMMUNITY (2)	27962		4265	12938	45165	1243	31954	11968
NORTH SILVER LAKE COMMUNITY	8000			6525	14525		0	14525
MAINTENANCE, WHSE, & SHOPS				31724	31724		31724	0
TOTAL	75959	78574	20265	174391	349189		295016	52930

NOTES:

(1) General Snow Park Commercial may only be utilized on certain parcels with approval of Commission and Permittee. 18110 square feet of General Snow Park Commercial has previously been allocated to and is included in totals for Snow Park Lodge.

(2) 10125 square feet of Silver Lake Community commercial has previously been allocated to and is included in totals for Silver Lake Lodge (1994 Silver Lake Lodge expansion 6990 sf and 1998 Silver Lake Lodge expansion 3135 sf). Remainder of Silver Lake Community commercial consists of:

Developed Space:

Royal Plaza	14312
Mt. Cervin Plaza	8080
Goldener Hirsch Inn	2062 (see note #5)
Chateaux at Silver Lake	7500
Total	31954

Transferred to Royal Plaza Residential

1243

Allocated but Undeveloped Space:

Silver Lake Village Lot C	7000
Remainder Unallocated	4968
Total	45165

(3) Includes kitchen, receiving and storage.

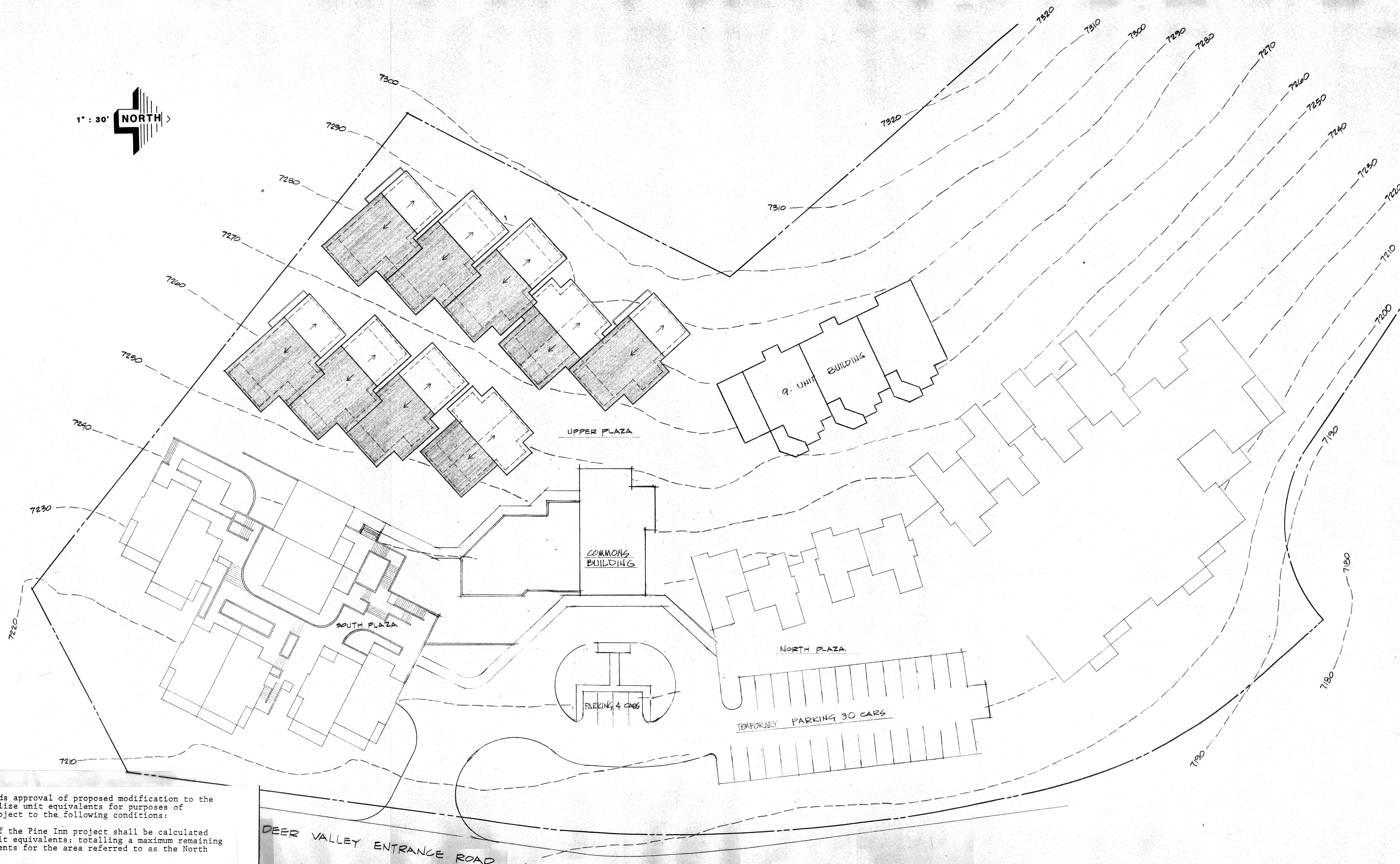
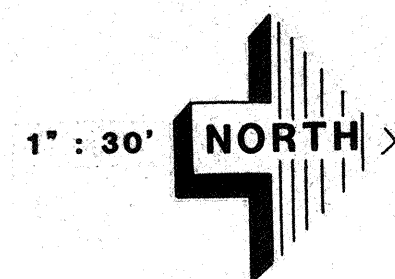
(4) Maximum size of Empire Lodge is 35000 sf of which 30453 sf has been developed.

(5) Commercial uses on Silver Lake Village Lot D includes 2,062 sf as allocated from this Amended and Restated Large Scale MPD, plus support commercial uses.

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 3
OTHER PROJECT COMPONENTS

ITEM	WITHIN PARK CITY	OUTSIDE PARK CITY
SKI AREA (1)		
CHAIRLIFTS	15	5
GONDOLA		1
SKI TRAILS AND BOWLS	63	34
SNOWMAKING	X	X
SKI PATROL / UTILITY STATIONS:		
BALD EAGLE MTN.	X	
BALD MTN.	X	
FLAGSTAFF MTN.	X	
LITTLE BALDY		X
JORDANELLE BASE		X
EMPIRE CANYON	X	
AMENITIES		
SNOW PARK LAKES & MEADOWS	X	
SNOW PARK PARKING LOTS	X	
PEDESTRIAN TRAIL SYSTEM	X	X
MOUNTAIN BIKING TRAILS SYSTEM	X	X
SOLAMERE SWIM & TENNIS FACILITY	X	
SNOWSHOE TOMMYS CABIN	X	
CUSHINGS CABIN	X	
BIRDSEYE CABIN	X	
JORDANELLE BASE		X
SNOW PARK CONCERT AMPHITHEATRE	X	

(1) ADDITIONAL SKI AREA FACILITIES AS DEMAND DICTATES, SUBJECT TO PROVISIONS OF PARK CITY LAND MANAGEMENT CODE AND OTHER APPLICABLE JURISDICTIONS.



The staff recommends approval of proposed modification to the approved project to utilize unit equivalents for purposes of calculating density, subject to the following conditions:

1. That the balance of the Pine Inn project shall be calculated on the basis of unit equivalents; totalling a maximum remaining of 14 unit equivalents for the area referred to as the North Plaza.
2. That any difference between the number of prepaid water connections assigned by Deer Valley and the total number of habitable dwellings (without reference to unit equivalents and in accordance with the city's Fee Ordinance) constructed, shall be paid prior to the issuance of building permits.
3. That a final landscape plan be submitted and approved by the Planning Staff prior to the issuance of any building permits.
4. That an agreement, acceptable to the Park City Municipal Corporation, be established requiring the Pine Inn project to reimburse the city for any additional pumping costs associated with the proposed water service, or, that a pumped-pressure water system with back-up pumps, an emergency generator, and a pressure reservoir be required unless otherwise approved by the City Engineer/Public Works Director and Building Official.
5. That a disclosure statement regarding the status of the private utilities and their maintenance be required on the condominium plat.
6. That a fire protection plan (including: hose houses, hydrant locations, fire department connections, and an auxiliary power generator) be approved by Ron Ivie, Fire Marshall.
7. Standard Departmental Review Requirements.

Proposed Construction 9-2 bedroom units
Official Address 2100 Deer Valley Drive South
Zone ED-MPS Set back _____ and 1.5/1 bedroom unit
Side Yards _____ Area Req. _____ 2/ each unit with > 1 bedroom
ALL MEASUREMENTS ARE IN FEET
Conditions See Attachment
Approval not valid until 30 days July 31, 1986
Signature of Applicant _____ Owner
Contractor _____
Approved By Planning Commission Date 7/31/85

PARKING REQUIREMENTS	
1. SOUTH PLAZA	
4-1 BED ROOM @ 1.5 PER UNIT - 6	
6-3 BED ROOM @ 2 PER UNIT - 12	
2. UPPER PLAZA	
4-1 BED ROOM @ 1.5 PER UNIT - 6	
7-4 BED ROOM @ 2 PER UNIT - 14	
3. 9 UNIT BUILDING	
9-2 BED ROOM @ 2 PER UNIT - 18	
4. TOTAL REQUIRED	56
5. PARKING PROVIDED	
SOUTH PLAZA	22
EAST OF COMMONS BLDG	4
NORTH TEMPORARY LOT	30
	56

PARK CITY
MUNICIPAL CORP.
JUL 19 1985
RECEIVED

PINE INN at DEER VALLEY
UPPER PLAZA
PLOT PLAN

SHEET / OF

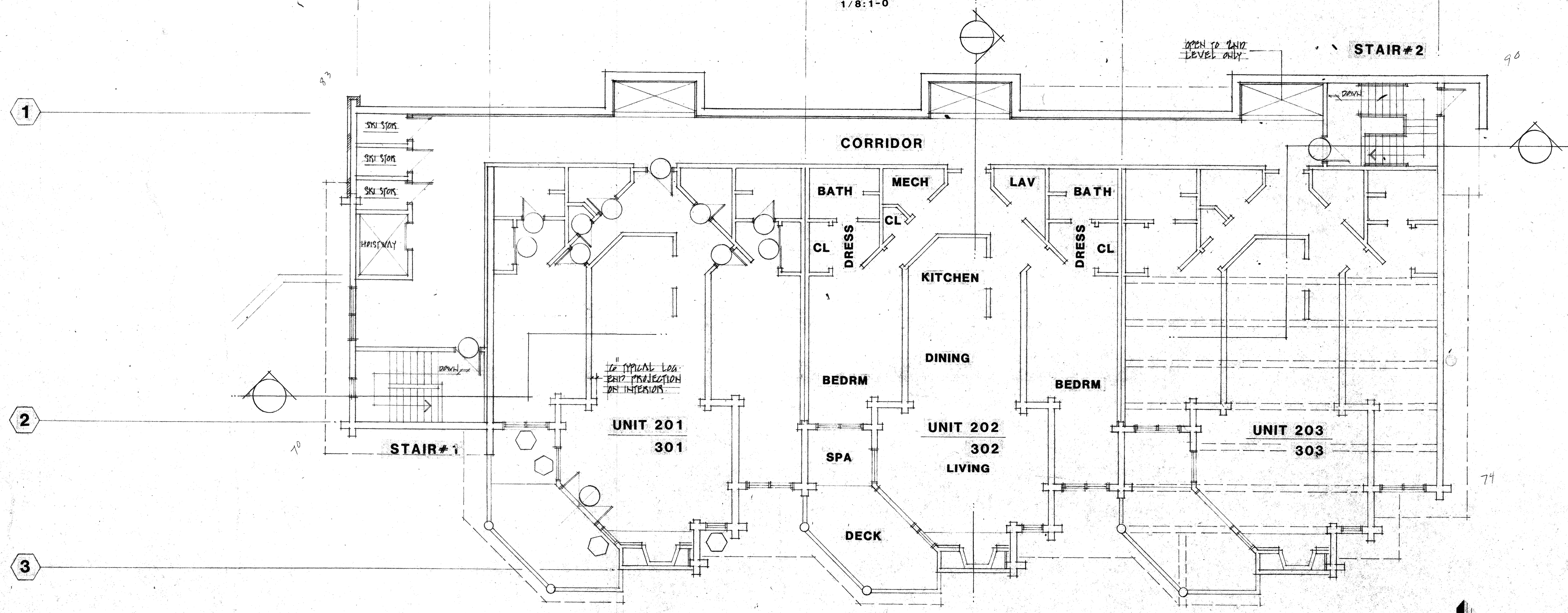
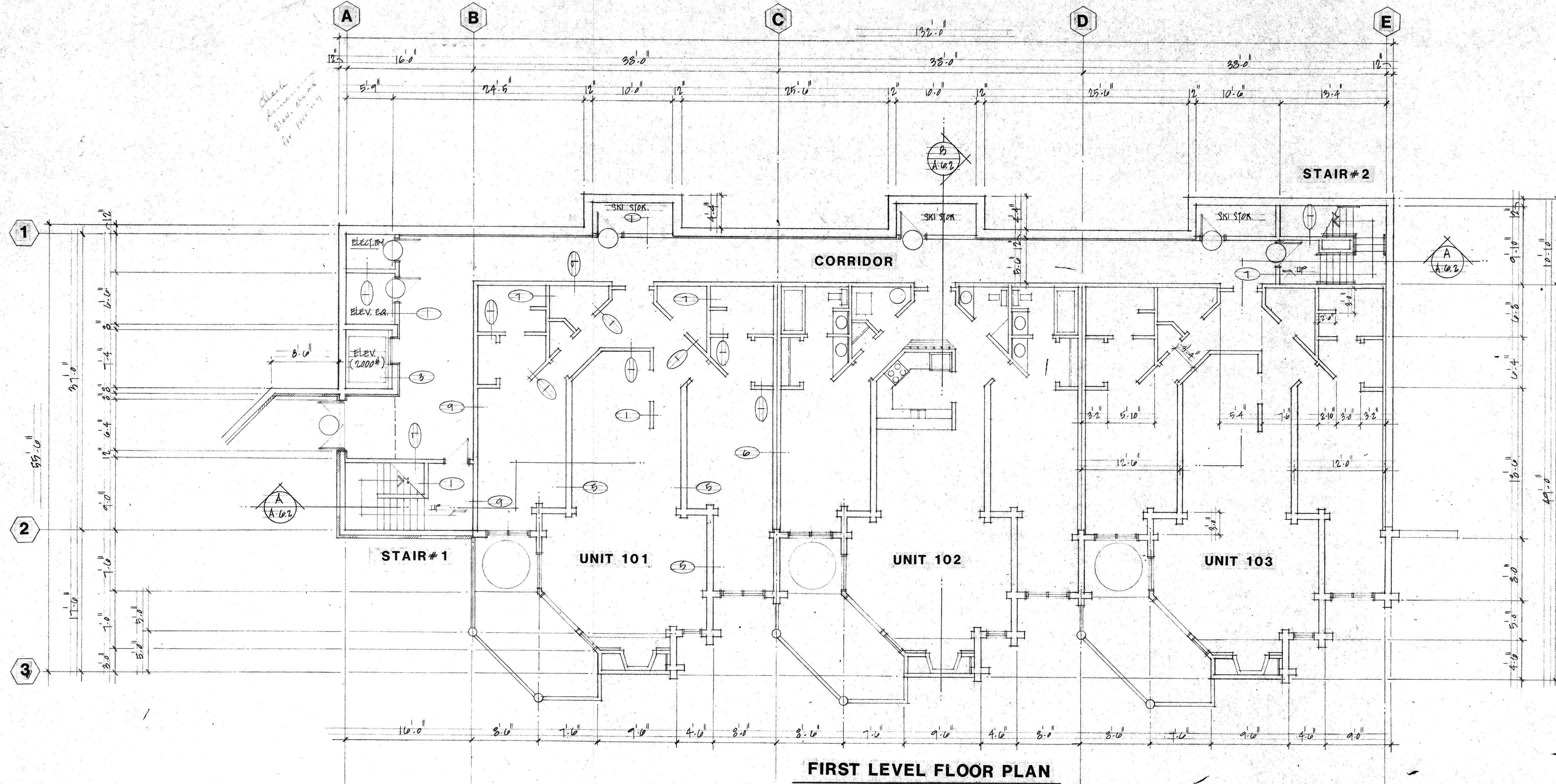
J. Johnson & Associates
Park Meadows Plaza,
Highway 248
Park City, Utah 84060
(801) 649-9811

REVISIONS
DATE BY COMMENTS
DEPARTMENT REVIEWS
ARCHITECTURAL ☐ MECHANICAL ☐ ELECTRICAL ☐ STRUCTURAL ☐

WAYNE E. (TED) WARR
ARCHITECT
DRAFTING
DATE

JOB NO. 3-389-85

APPROVED MPD Modification (9 two bedroom units) 7/31/85



NOTE:
THIRD LEVEL FLOOR PLAN SHOWN - UNLESS NOTED OTHERWISE SECOND LEVEL FLOOR FINISHES, DIMENSIONS, PARTITION TYPES ETC. ARE TYPICAL OF THAT SHOWN FOR FIRST AND THIRD LEVELS



PRELIMINARY NOT FOR CONSTRUCTION

J.J. Johnson & Associates
Park Meadows Plaza,
Highway 24B
Park City, Utah 84060
(801) 649-9811

DATE	BY	REVISIONS	COMMENTS

DEPARTMENT REVIEWS

☐ ARCHITECTURAL ☐ MECHANICAL ☐ ELECTRICAL

WAYNE E. (TED) WARR
ARCHITECT
DRAFTING

DATE

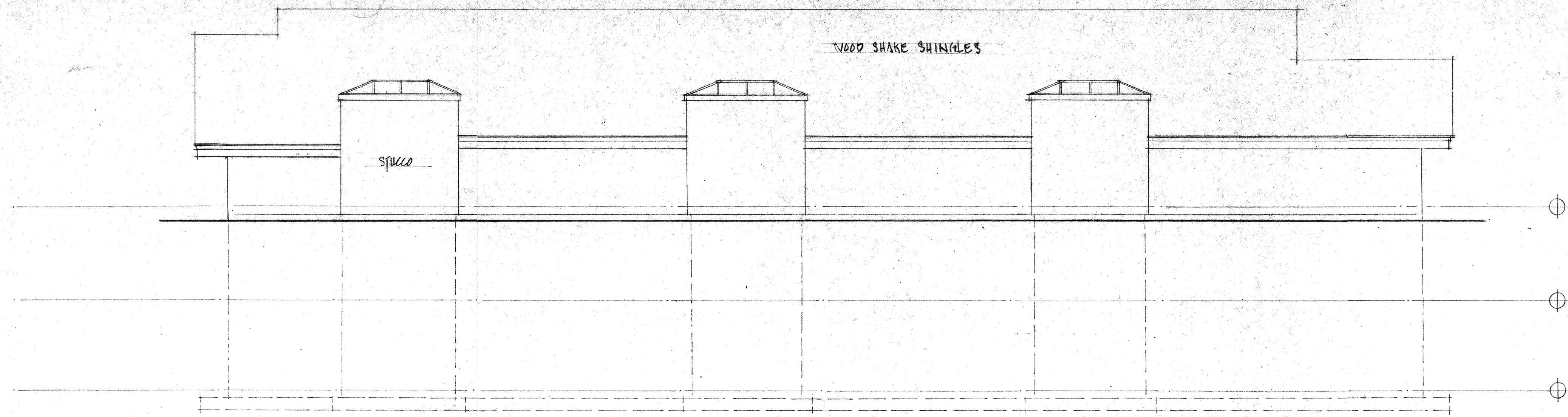
PINE INN at DEER VALLEY
UPPER PLAZA (NINE UNIT BUILDING)
BUILDING FLOOR PLANS

JOB NO. 3-389-85

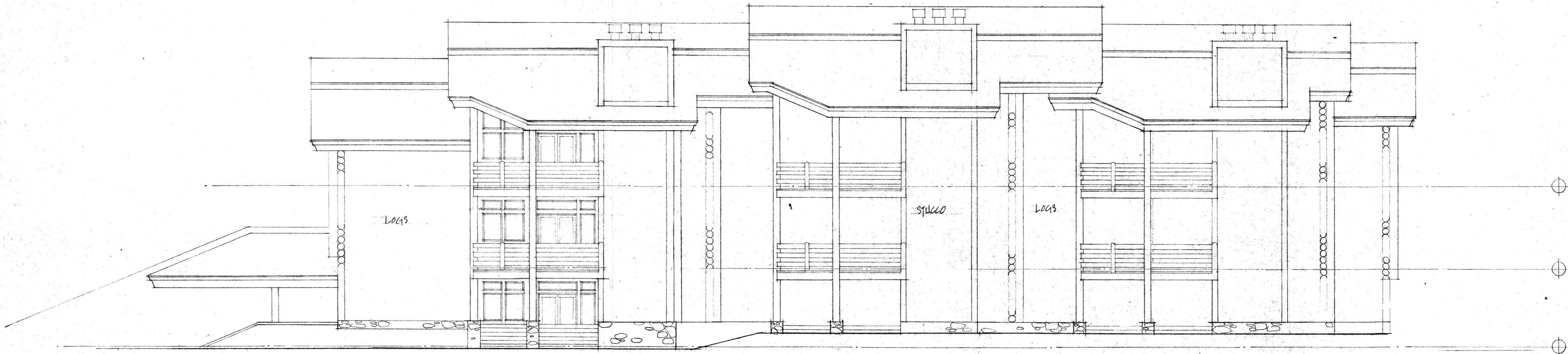
JUL 19 1985

PARK CITY MUNICIPAL CORP.
JUL 19 1985
RECEIVED

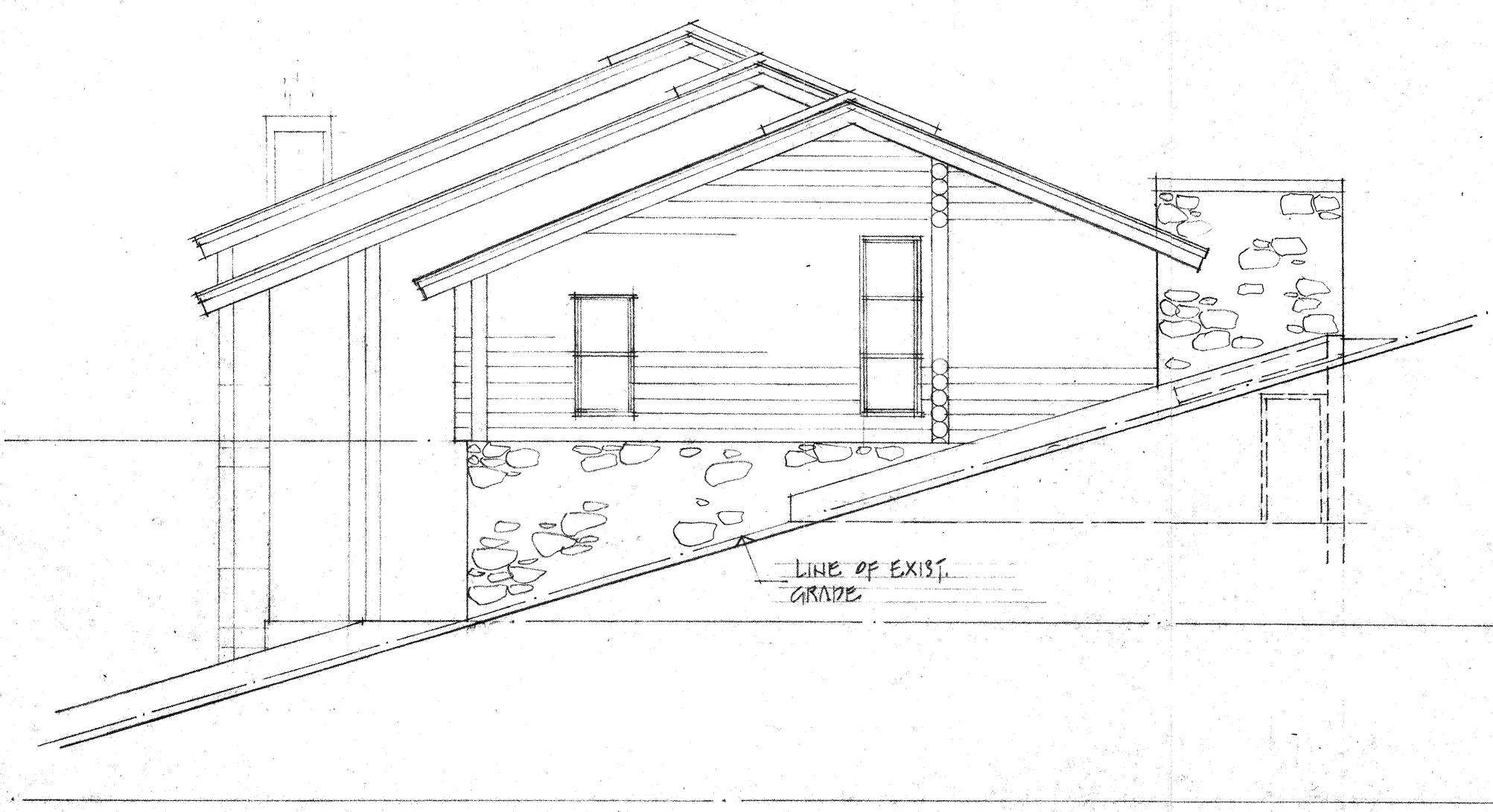
SHEET 27 OF 28



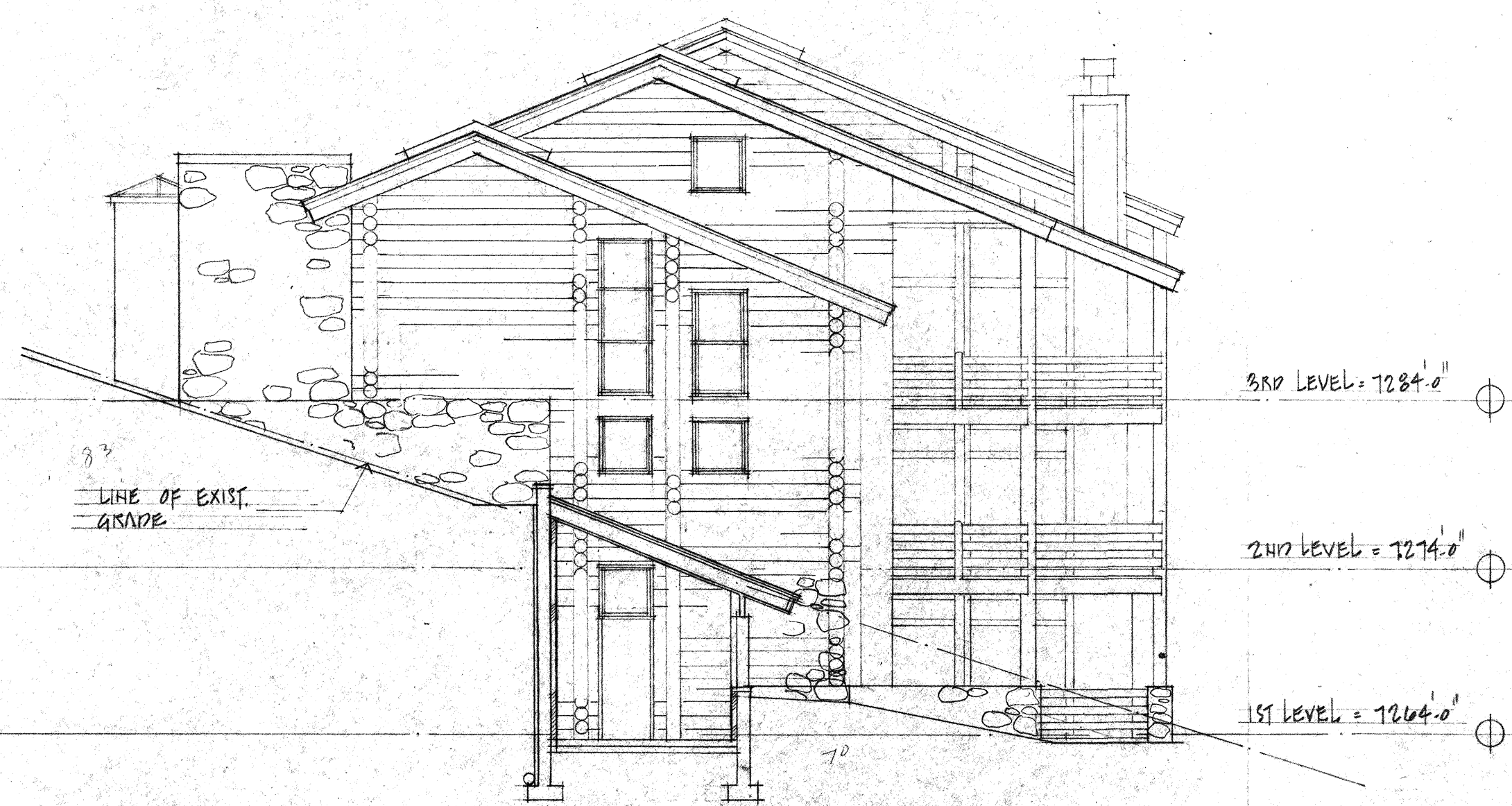
WEST ELEVATION
1/8:1-0



EAST ELEVATION
1/8:1-0



NORTH ELEVATION
1/8:1-0



SOUTH ELEVATIONS
1/8:1-0

PRELIMINARY NOT FOR CONSTRUCTION

J.J. Johnson & Associates
Park Meadows Plaza,
Highway 248
Park City, Utah 84060
(801) 649-9811

DATE BY	REVISIONS	COMMENTS

DEPARTMENT REVIEWS
☐ ARCHITECTURAL
☐ MECHANICAL
☐ ELECTRICAL

WAYNE E. (TED) WARR
ARCHITECT
DRAFTING

DATE

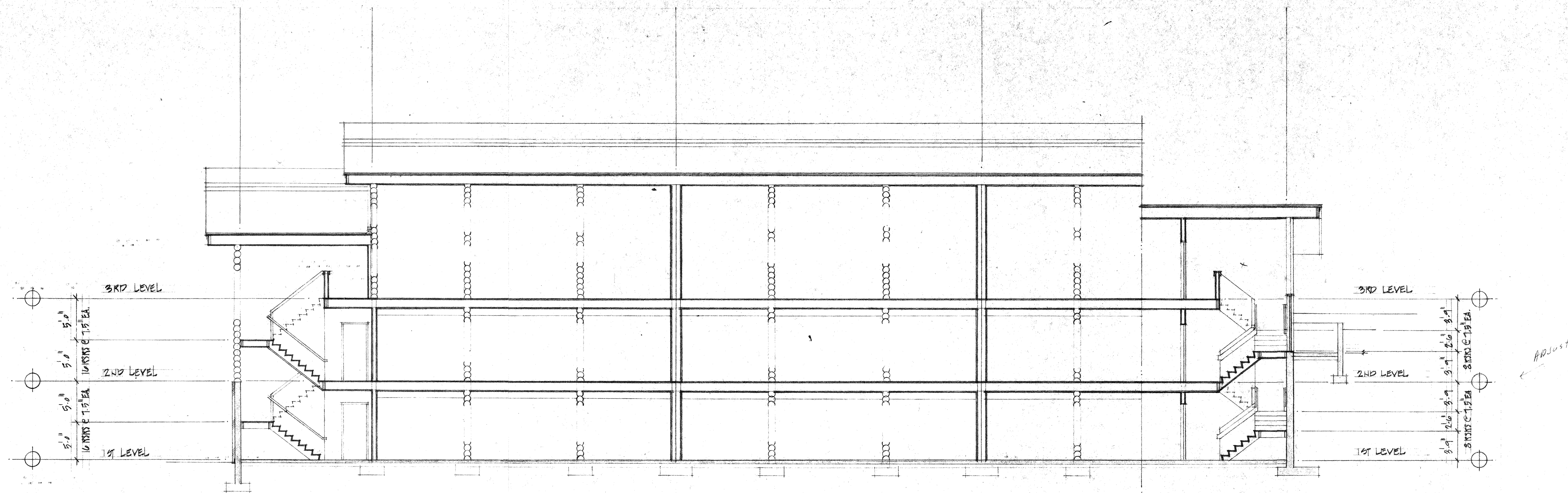
JOB NO. 3-389-85

PINE INN at DEER VALLEY
UPPER PLAZA (NINE UNIT BUILDING)
BUILDING ELEVATIONS

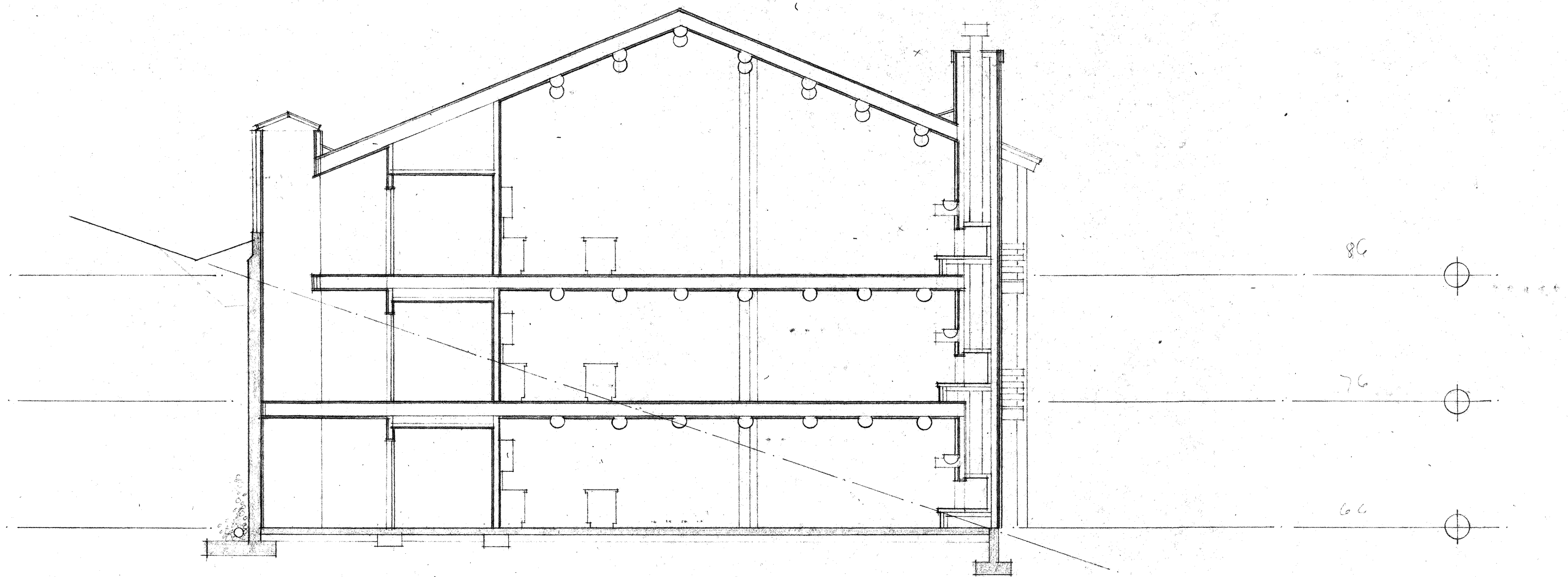
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SHEET 4 OF 4

APPROVED ELEVATIONS 7/19/85



BUILDING SECTION A
1/8:1-0



BUILDING SECTION B
1/8:1-0

PRELIMINARY NOT FOR CONSTRUCTION

PINE INN at DEER VALLEY
UPPER PLAZA (NINE UNIT BUILDING)
BUILDING SECTIONS

JOB NO. 3-389-85

DATE BY REVISIONS COMMENTS
DEPARTMENT REVIEWS
☐ ARCHITECTURAL ☐ MECHANICAL ☐ ELECTRICAL

J.J. Johnson & Associates
Park Meadows Plaza,
Highway 248
Park City, Utah 84060
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SHEET 1 OF 2
A6.2

Park City Planning Department
Staff Report

TO: PLANNING COMMISSION
FROM: PLANNING STAFF *KO*
DATE: APRIL 10, 1991
RE: PINE INN PHASE II, CUP
=====

I. PROJECT STATISTICS

Applicant: Kim R. McGuire and John C. Kinnear
Location: 2100 Deer Valley Drive South
Proposal: MPD Approval for Phase II, Pine Inn
Zoning: RD-MPD
Adjacent Land Uses: Residential, Recreation Open Space,
Support Commercial
Date of Application: February 15, 1991
Date of Staff Report: April 5, 1991
Staff Recommendation: **APPROVE** with conditions

II. BACKGROUND INFORMATION

The Pine Inn Condominium project received Small Scale MPD approval on April 11, 1984 for 40 units. The first phase of the project has been partially built on what is known as the South Plaza. There are currently 4 one-bedroom units and 6 three-bedroom units for a total of 8 Deer Valley Units or 12.25 unit equivalents. The upper portion of the South Plaza was to have an additional 13 units and a Commons Building. These would complete Phase I. The additional units were never built and only the foundation for the Commons Building was installed. The City is currently holding a letter of credit for the removal of the foundation and for re-vegetation.

Since the original approval there have been a number of requests to modify the MPD to allow for various reconfigurations of the site and for the application of the unit equivalent option to calculate density. On July 31, 1985, the Planning Commission approved the use of the unit equivalent option allowing 4 three-bedroom units (approved for the upper portion of the North Plaza) to be built as 9 two-bedroom units. These units, of course, were never built.

On May 13, 1987 the Planning Commission approved another modification to the MPD which would allow for a hotel with 113 suites and for completion of the Commons Building. The project, known as The Lodge at Deer Valley, was proposed to be a two-phase project and was approved with the condition that the Deer Valley SEP be amended to transfer an additional 9.75 units to this site before Phase II could commence. Deer Valley was agreeable to this but the transaction never took place. The project, again, was never built.

III. PROJECT DESCRIPTION

1. Density. The current proposal is for 32 Deer Valley units which will be configured as follows:
 - 8 three-bedroom townhouses of approximately 2640 sq.ft. are arranged along the Success ski run in buildings of two and three units, totalling 8 D.V. units.
 - 12 two-bedroom units of approximately 1700 sq.ft. are to be constructed in a single building on the upper portion of the parcel, totalling 12 D.V. units.
 - 8 one-bedroom units of 960 sq.ft. (4 D.V. units), 6 two-bedroom units of 1675 sq.ft., and 2 two-bedroom units of 1920 sq.ft will be constructed in a single building on the lower portion of the parcel, totalling 12 D.V. units.
2. Access. The buildings will be accessed by a new road which is proposed to be built on the parcel. The road will be entered from the existing driveway entrance to Pine Inn Phase I and will wind up the hillside to the upper units.
3. Parking. Underground parking will be provided below the two larger buildings on the upper and lower portion of the parcel. A total of 60 parking spaces will be provided including 37 spaces in the upper garage and 23 spaces in the lower garage. This gives a total of 1.66 spaces per unit. The Land Management Code parking requirement would be 72 spaces for this project, but the Planning Commission may reduce that amount if it can be demonstrated that the nature of the project will likely generate a lower parking demand.
4. Common Area Improvements. Attached to the lower parking garage will be a common building consisting of three floors. The first floor contains an office for the resident manager and property management company and a small residential unit for the manager. This unit will be owned in perpetuity by the Owners Association and will be restricted from sale.

The second floor will contain changing rooms and locker facilities as well as an area for exercise equipment. Immediately adjacent to this area will be an outdoor swimming pool and spa.

The third floor is primarily an owners lounge with a small kitchen serving the lounge. It is anticipated that the lounge will be used as a conference facility for smaller events.
5. Architecture. The proposed building design incorporates architectural elements similar to the existing Pine Inn units including log and stone detailing. However, the new

structures will not be of log construction. Cedar siding is proposed with log detailing restricted to the porches and columns.

IV. ISSUES FOR DISCUSSION.

1. Access Road. The Staff's major concern with this proposal has been the access road to the upper units due to the required cuts and fills for the road. However, the road design has been modified to lessen the height of the wall and also reduce the grade. The walls have been move further away from the actual pavement which allows additional grade change before reaching the wall. The maximum height will therefore be 14 feet at the switch-back and 8 feet in front of the lower building. The Staff has carefully examined the existing vegetation and we have determined that extending the wall location out to reduce its height will result in minimal vegetation disturbance and that there will be sufficient aspen left to provide a good screen for the lower wall.

There will be a 10 foot cut coming out of the switch back but stone will be used to incorporate the cut into the design of the building. Stone is also proposed on the retaining wall in front of the lower building which will provide a visual base to the building when viewed from Deer Valley Drive.

A vegetated wire wall is proposed for the wall at the switchback rather than stone. The Staff is concerned about this because the wall is quite close to Royal Street and will be highly visible. The Staff would prefer to see the wall finished with a stone veneer, believing that it is better to "play up" the wall as a design feature rather than using a "bandage" approach which ultimately will appear as a scar on the hillside.

2. Building Design. The Planning Commission and the Staff expressed concern over the original design of the lower building, believing that it appeared too linear or "boxy". The design was modified to incorporate hip roofs over each end and also clipped gables on the upper units. At the last work session, the Planning Commission expressed that the design was better and the Staff agrees that the modified design provides more variation in the facade. However, the Staff still has concerns about the design because there are no other hipped roofs in this area and also because the hipped portion of the roof dumps over the garage entrances. At a minimum, the Staff would like to review a modified design which mitigates the snow dump problem and we would also prefer to see the clipped gables eliminated from the upper buildings.
3. Emergency Access. Ron Ivie, Fire Marshall, has express concern over the lack of emergency access to the townhouses.

However, Ron states that this can be overcome by requiring a dry standpipe to the upper units.

4. Revegetation Plan. The Planning Commission expressed concern about the type of landscaping or revegetation to be done, stating that larger trees will be required to stand up to the snow plowing and salting operations. A landscape plan has been submitted but the Staff has not yet had the opportunity to review it in detail. Generally, 112 quaking aspen are proposed in sizes from 6 to 14 feet, and 41 white firs are proposed in sizes from 6 to 15 feet. The remaining landscaping will be vegetated from a seed mix.
5. Phasing. ~~A specific phasing plan has not yet been submitted.~~ However, Kim McGuire has discussed with the Staff the possibility of doing only a portion of the upper garage to provide parking to the larger townhouses which he anticipates will be built first. The Staff has some concerns with this proposal and cannot make any recommendation in this regard until further information is submitted.

PUBLIC INPUT STATEMENT:

The property was posted and legal notice was sent to adjoining property owners. As of April 5, 1991, the Staff has received no formal input, except for the input received during the last work session from representatives of the Pine Inn Phase I Homeowners Association.

- V. Staff Recommendation. With the exception of the proposed wire wall and hipped roof design, the Staff is generally comfortable with this proposal. The Staff therefore recommends approval subject to the following conditions:
 1. All retaining walls shall be stone veneer.
 2. Prior to permit issuance a modified design shall be approved by the Staff which mitigates the problem of snow dump over the garage entrances and which eliminates the clipped gables on the upper units.
 3. Prior to permit issuance the Staff shall review and approve a landscape plan.
 4. Prior to permit issuance the City's Chief Building Official and Fire Marshall shall review and approve final plans for emergency access and/or fire protection.
 5. Prior to permit issuance the Planning Commission shall approve a final phasing plan

6. All areas not developed within one year of MPD approval shall be revegetated in a manner consistent with the approved landscape plan. All vegetation shown on the landscape plan as being protected or preserved shall be secured with a 4 foot safety fence prior to issuance of grading permits.
7. The final plat shall include clear notation that the manager's unit is under common ownership.
8. The owners lounge will be restricted to the use of the homeowners and shall not be rented or leased to outside users.
9. The Staff shall approve final exterior materials and color samples which shall be similar to Pine Inn Phase I.
10. The City Engineer shall approve final grading and drainage plans.
11. SBSID and the City Engineer shall approve all utility access plans.
12. All standard conditions of approval shall apply.

NOTE: The Staff was unable to get a good reproduction of the plans to include in the packet. Full size drawings will be presented at the meeting.

Council Agenda Item Report

Meeting Date: September 14, 2023

Submitted by: Michelle Kellogg

Submitting Department: Ice Rink

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Consideration to Authorize the City Manager to Execute an Agreement with Fix and Finish, in a Form Approved by the City Attorney, Not to Exceed \$187,194 to Replace Nine Heating Ventilation and Air Conditioning Units at the Park City Ice Arena
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Ice Arena HVAC Replacement Staff Report](#)

City Council Staff Report

Subject: HVAC Replacement at Park City Ice Arena
Author: Mike Diersen
Department: Ice
Date: September 14, 2023
Type of Item: Administrative

Recommendation

Consider authorizing the City Manager to execute an agreement with Fix and Finish, in a form approved by the City Attorney, to replace nine Heating Ventilation and Air Conditioning (HVAC) units at the Park City Ice Area in an amount not to exceed \$187,194.

Executive Summary

The Park City Ice Arena is a year-round destination and home to a variety of ice sports. The facility opened in 2006 and averages over 16 hours of on-ice activities per day. Essential equipment throughout the facility is aging, and several systems will require replacement in the next five years.

The HVAC is original to the building and includes six roof top units, and two make up air units, and a furnace inside the building. These units condition air serving the locker rooms, lobby, party rooms, spectator area, and offices. The proposed replacement does not include units serving the refrigerated space, as they are independent of this system and were replaced in 2021.

Despite routine maintenance, the equipment has become increasingly expensive and challenging to keep operable. Several units failed last winter, leaving public areas and offices extremely cold for extended periods. Technicians are not familiar with the outdated equipment and finding replacement parts is difficult. A facility condition assessment is underway and draft versions show support for replacement of the equipment, categorizing the condition of these units as poor.

Lead time for equipment is seven months, and installation is expected to take two to four weeks. If the recommended agreement is awarded, the project would be completed next summer.

Analysis

On June 29, we released a Request for Proposals (RFP) seeking a qualified company to remove, dispose of, and install new HVAC units. We received six submissions after having the RFP available for a month on the Utah Public Procurement Place (U3P). A selection committee of ice arena staff reviewed all the proposals based on experience, timeline, cost, references, and any changes requested to the standard agreement. The selection committee unanimously recommends Fix and Finish based on the availability of an existing state contract. The committee also reviewed the equipment selection, and the project cost was competitive.

Funding

The Ice Arena's Capital Reserve Replacement Fund (CRRF) will pay for this project. Park City Municipal and the Snyderville Basin Special Recreation District contribute to this fund annually in the amounts of \$66k and \$50k, respectively. The current fund balance exceeds \$950k. Pending the completion of the facility condition assessment, we expect the current balance and revenue streams for the CRRF to be insufficient within the next five years. However, we recommend replacing the HVAC with the existing budget to ensure comfortable conditions for customers and staff.

Exhibits

A Fix and Finish RFP Response

Fix and Finish LLC

DBA: A+ Mechanical

Address: 347 W 3000 S

Salt Lake City, UT, 84115

Phone: (801) 266-3361

Email: rony@fixnfinishllc.com

Point of Contact: Tony Moya (Owner)

Cell: (801) 548-1389

Park City Municipal Corporation:
HVAC Replacement for Park City Ice Arena

2. Qualifications

Fix and Finish is a full service, family owned, HVAC/Refrigeration company started in 2006. Over the last 16 years, we have refined our team, network, and processes to provide the best quality work. We perform service, repair, preventative maintenance, and installation for multiple industries. Our client base includes, but is not limited to: state agencies, public and private schools, restaurants, private businesses, national companies, management companies, builders, and big box chain stores. Examples of our current commercial HVAC and refrigeration clients include: Denny's, Jimmy John's, Walmart, Salt Lake City School District, USPS, Granite School District, and Starbucks. Our staff is trained in handling client-specific budgeting, timelines, real time information, documentation, specific processes, procedures, and goals.

Our team, technicians and administration, are all vetted and have passed government background checks, including checks with the Salt Lake International Airport and United States Post Office. Fix & Finish CEO, Tony Moya, facilitates weekly meetings with all employees to ensure compliance of all safety procedures, client-specific policies, and declared timelines. We are a company that takes pride in our trustworthy and focused staff.

All our HVAC, Refrigeration, Boiler, and Chiller Journeymen are fully certified and have a minimum five years of experience. Each journeyman has a valid Utah Driver's License, Evidence of Insurability, and a Universal EPA Certification. Our technicians are proficient in operating equipment used in the installation, repair, and maintenance of HVAC units and equipment. The Fix and Finish team is extremely knowledgeable and can perform, with confidence, the HVAC unit replacement that would be needed for the Park City Ice Arena location. We are licensed, trained, and experienced to fulfill any work order or operation that is in need of completion. Our technicians attend each job with all necessary tools and materials. We

train our employees and require them to comply with and perform all demolition and disposal procedures with all applicable precautions and regulations. Our work is conducted cleanly, efficiently, and correctly.

All work will be managed neatly and in a professional manner. The clean up of each unit replacement will be completed quickly and left better than the pre-job state. All jobs will be done in a manner that displays minimum inconvenience by upholding a high standard of cleanliness.

Fix and Finish is eager and qualified to perform any HVAC replacements for the Park City Ice Arena in accordance with laws and regulations, professional standards, and reliable communication.

STATE OF UTAH
DEPARTMENT OF COMMERCE
ACTIVE LICENSE

Fix & Finish, LLC.
5877 W CENTURY HEIGHTS DR
HIGHLAND UT 84003

EFFECTIVE
11/21/2014

EXPIRATION
11/30/2023

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

7554446-5501 **Contractor With LRF**

B100, S350

DBAs: A+ MECHANICAL

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license's original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

FIX & FINISH, LLC.
5877 W CENTURY HEIGHTS DR
HIGHLAND UT 84003

Please visit our web site at
www.dopl.utah.gov should you have any
questions in the future.

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE: **11/21/2014**

EXPIRATION DATE: **11/30/2023**

ISSUED TO: **Fix & Finish, LLC.**
5877 W CENTURY HEIGHTS DR
HIGHLAND UT 84003



REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

7554446-5501 **Contractor With LRF** **DBAs: A+ MECHANICAL**

B100, S350

299

Form #1

2. Relevant Experience

Our technicians have been trained to methodically complete jobs, working efficiently from start to finish. Their experience is extensive, as we have installed hundreds of HVAC units here at Fix and Finish. We are sure that we are adequately prepared with the proper equipment, technicians, and inventory upon arrival. Below we have described three examples of jobs with similar experience to that of the work that will be performed at the Park City Ice Arena.

Fix and Finish receives work orders often to replace HVAC rooftop units. Some of our most recent relevant experiences are replacing 30 RTUs for Autozone, 16 RTUs for the State of Utah, and a RTU for Precision Tech. We pride ourselves on the quality of our work and the consistency through the process. Below is described the procedure of all our installations to ensure we are known for our high work standards.

After arriving at each location, if we are replacing an electrical unit, our technicians turn off the power supply to the HVAC unit to avoid unintended electrical injuries. Otherwise, our technician will proceed with disconnecting the gas lines, all ductwork, and refrigerant lines from the unit. Our team is well coordinated to not cause any damages to the location or fixtures of the building while removing the RTUs. After removing, damages from use are repaired, patched, or sealed to prevent water leaks or any potential damages. Before installation of the new unit, our technicians clean the debris from the removal of the old RTU.

Once the area is prepared for the installation, we go ahead with the connection of the electrical wiring to the unit. Our technicians verify all the correct conduits are installed to the building's electrical system. We continue to connect gas lines (if any), refrigerant lines, condensate drain lines, and any plumbing equipment. All ductwork is installed, insulated, and checked for being properly sealed. The entire unit is reviewed in a final inspection to prevent air

leaks and damages, ensure safety, and meet necessary standards. A final clean up is conducted to ensure we leave the site better than we found it. Any waste or debris is removed in accordance with all laws and regulations specific to the area. Finally, all documentation is completed and submitted to the client.

The process we work by is refined and tested, with outcomes of the best results with the installation and the client. Our team is immensely experienced, with no doubt that they can uphold our high standard of workmanship on the replacement at the Park City Ice Arena location.

3. Site Visit Report

Our technician went to the Park City Ice Arena and was able to properly size and select HVAC equipment to complete the job.

5. Detailed Schedule

- Day 1-2 will consist of removal of existing equipment and installation of RTU #1 and RTU #2 with the start up.
- Day 3-4 will consist of removal of existing equipment and installation of RTU #3 and RTU #4 with the start up.
- Day 5-6 will consist of removal of existing equipment and installation of RTU #5 and RTU #6 with the start up.
- Day 6-7 will consist of removal of Air Handler Units and installation with the start up.
- Day 8 will consist of the removal and install of the indoor unit and with start up.
- Day 9-10 if needed to any adjustments due to unforeseen circumstances.

6. References

1. St. Mark's Towers

- a. Point of Contact: Emma
- b. Phone Number: (801) 364-5111
- c. Email: stmarkstower@danvilledevelopment.com
- d. Job Description: Replaced 50 horizontal mounted ceiling A/C units.

2. Chipotle

- a. Point of Contact: Trey
- b. Phone Number: (303) 489-8890
- c. Email: tknight@chipotle.com
- d. Job Description: Any HVAC/Refrigeration installations, services, or repairs for all Chipotle locations in Utah.

3. Salt Lake City School District

- a. Point of Contact: Kelly
- b. Phone Number: (801) 231-1990
- c. Email: Kelly.Orton@slcschools.org
- d. Job Description: Refrigeration services for all Salt Lake City School District locations.

4. Precision Tech

- a. Point of Contact: Jess
- b. Phone Number: (801) 680-7922
- c. Email: jessw@circuitboards-pti.com
- d. Job Description: Installation of new curb with roof-top and make-up air unit.

7. Materials Information

- 1ea 48FCEM08A3A6-0A0A0 7.5-TON 460/3 CARRIER RTU
- 1ea 1107-EC-SDC DD ECONOMIZER
- 1ea KCC-1516 ADAPTOR CURB
 - SPECIAL ORDER RETURN POLICY APPLIED
- 1ea 48FCEA04A2A6-0A0A0 3-TON 460/3 CARRIER RTU
- 1ea 1105-EC-SDC DD ECONOMIZER
- 1ea KCC-1505 ADAPTOR CURB
- 2ea 48FCFA06A2A6-0A0A0 5-TON 460/3 CARRIER RTU
- 2ea 1105-EC-SDC DD ECONOMIZER
- 2ea KCC-1505 ADAPTOR CURB
- 1ea 48FCEM14A3A6-0A0A0 CARRIER 12.5T 460/3/60 RTU. 2 STAGE COOLING,HIGH STATIC.
- 1ea 1107-EC-SDC DD ECONOMIZER
- 1ea KCC-1516 ADAPTOR CURB
 - SPECIAL ORDER RETURN POLICY APPLIES
- 1ea 577CNWK30060 LEGACY 14 SEER 208/1
- GAS PKG 2.5-TON SPP
- 1ea CANFAB 1159-EC-HDE ECONOMIZER
- 1ea KCC-137089 2.5 TON CURB ADAPTOR
 - SPECIAL ORDER RETURN POLICY APPLIES
- 1ea 59SC5B040E17--12 COMF 1STG FURNACE

8. Names, Titles, & Experience

Our technicians possess specific skill-based competencies required to perform the functions of general maintenance and construction jobs, including HVAC replacement. They are proficient in: operating equipment used in the installation, repair, and maintenance of HVAC/R units; planning and managing large projects; preparing and maintaining accurate highly technical information; communicating effectively about the mechanics involved; satisfactorily performing the functions of the job; including and interpreting data. Our technicians are extremely knowledgeable of standards for design and construction; hazards and safety precautions; and chemical handling and proper disposal. With our high regulation of each job, we have only the best technicians, who are willing to comply with all requirements listed above.

Tony Moya: Owner and CEO

Tony has over 30 years of experience in the construction industry. He is currently our General Contractor (B-100) qualifier and manages our large, multi-trade projects. Tony directly deals with our largest clients, problem solves, and oversees the completion of multiple projects simultaneously. His experience with managing multiple projects, concurrently across large geographical areas, using both in-house and/or subcontractors is extensive and invaluable.

Matt Bradford: HVAC Manager

Matt has been with us for over 10 years. He oversees our HVAC department and is our S-350 qualifier. Matt is also certified with a RMGA license and Universal EPA . He estimates, manages, and problem solves to meet our clients needs. He is well versed in client portals, field management software, and client procedures and protocols. Matt has extensive experience in operating, repairing, maintaining, and adjusting HVAC units, boilers, turbines, pumps, compressors, water lines, steam lines, valves, and all related systems and equipment. He is

trained in time management, personnel management, communication with clients, and budget management. He is tasked with project management.

Shay Hansen: Account Administrator

Shay has worked with us for over 3 years in dispatching, estimating, subcontractor vetting, client management, and many other areas. She helps with managing, coordinating schedules, follow-ups, paperwork, sourcing materials, sourcing specs, communicating with the client, writing estimates, and ensuring that protocols and procedures are followed according to contracts. As an account administrator, Shay is well versed in client portals, estimating, field management software, understanding construction processes, identifying issues, and problem solving. The Account Administrator is the first person to see the work order/project, and last person to see the project's completion. Shay does an exceptional job at keeping all projects and technicians organized and updated consistently.

Fix and Finish has an extremely valuable staff, as Tony, Matt, and Shay have illustrated. Our work is precise and exceeds expectations in organization, efficiency, cleanliness, and completion. Their understanding of the process of an entire job is extensive from start to the finish.

FIX & FINISH LLC

Estimate

A+ MECHANICAL LLC
CAPTAIN PLUMBING LLC
5877 W CENTURY HEIGHTS DR
HIGHLAND, UT 84003

Date	Estimate #
8/2/2023	237666434

Name / Address
PARK CITY ICE ARENA 600 GILMOR WAY PARK CITY, UT 84060

STORE LOCATION
PARK CITY ICE ARENA 600 GILMOR WAY PARK CITY, UT 84060

				Project
Description	Qty	U/M	Rate	Total
RFP estimate is for removal, disposal, and installation of nine new HVAC units for the Park City Ice Arena. Removal and disposal of current systems, installation and replacement of all nine HVAC units. Electrical and plumbing work associated with replacement, Crane rental and all labor for 6 RTU, 1 residential and 2 airhandler rooftop units. Upon ordering of the units there is a 32 week lead time March 2023 for the RTU units. Unit for inside location is available in 8 weeks and 2 air handlers available 2-4 weeks.			187,194.00	187,194.00
Upon delivery schedule will be as follows: Day 1-2 will consist of removal of existing equipment and installation of RTU #1 and RTU #2. Start Up Day 3-4 will consist of removal of existing equipment and installation of RTU #3 and RTU #4. Start Up Day 5-6 will consist of removal of existing equipment and installation of RTU #5 and RTU #6 Start Up Day 6-7 will consist of removal of Air Handler Units and installation. Start up. Day 8 will consist of removal and install of indoor unit. Start Up Day 9-10 if needed to any adjustments if needed due to any unforeseen circumstances. 1ea 48FCEM08A3A6-0A0A0 7.5-TON 460/3 CARRIER RTU 1ea 1107-EC-SDC DD ECONOMIZER 1ea KCC-1516 ADAPTOR CURB SPECIAL ORDER RETURN POLICY APPLIES 1ea 48FCEA04A2A6-0A0A0 3-TON 460/3 CARRIER RTU			0.00	0.00T
			0.00	0.00T
		Total		

FIX & FINISH LLC

Estimate

A+ MECHANICAL LLC
CAPTAIN PLUMBING LLC
5877 W CENTURY HEIGHTS DR
HIGHLAND, UT 84003

Date	Estimate #
8/2/2023	237666434

Name / Address
PARK CITY ICE ARENA 600 GILMOR WAY PARK CITY, UT 84060

STORE LOCATION
PARK CITY ICE ARENA 600 GILMOR WAY PARK CITY, UT 84060

				Project
Description	Qty	U/M	Rate	Total
1ea 1105-EC-SDC DD ECONOMIZER 1ea KCC-1505 ADAPTOR CURB 2ea 48FCFA06A2A6-0A0A0 5-TON 460/3 CARRIER RTU 2ea 1105-EC-SDC DD ECONOMIZER 2ea KCC-1505 ADAPTOR CURB 1ea 48FCEM14A3A6-0A0A0 CARRIER 12.5T 460/3/60 RTU. 2 STAGE COOLING, HIGH STATIC. 1ea 1107-EC-SDC DD ECONOMIZER 1ea KCC-1516 ADAPTOR CURB SPECIAL ORDER RETURN POLICY APPLIES 1ea 577CNWK30060 LEGACY 14 SEER 208/1 GAS PKG 2.5-TON SFP 1ea CANFAB 1159-EC-HDE ECONOMIZER 1ea KCC-137089 2.5 TON CURB ADAPTOR SPECIAL ORDER RETURN POLICY APPLIES 1ea 59SCSB040E17-12 COMF 1STG FURNACE SPECIAL ORDER RETURN POLICY APPLIES 2 ea A2-D.250-200 Direct Gas Fired Heated Make Up Air Unit Mixed Flow Direct Drive Fan Supply Fan handles 3400 CFM ** Above units 1 year labor Fixnfinish LLC DBA A+ Mechanical Carrier Corporation Commercial Rooftop Equipment GENERAL LIMITED WARRANTY STATEMENT -				
			Total	

FIX & FINISH LLC

Estimate

A+ MECHANICAL LLC
CAPTAIN PLUMBING LLC
5877 W CENTURY HEIGHTS DR
HIGHLAND, UT 84003

Date	Estimate #
8/2/2023	237666434

Name / Address
PARK CITY ICE ARENA 600 GILMOR WAY PARK CITY, UT 84060

STORE LOCATION
PARK CITY ICE ARENA 600 GILMOR WAY PARK CITY, UT 84060

				Project
Description	Qty	U/M	Rate	Total
Carrier Corporation warrants this product against failure due to defects in material and workmanship under normal use and service, subject to the conditions, exclusions and time periods set forth herein. Our sole and exclusive obligation shall be limited to repairing or supplying a replacement for the failed part, assembly or portion thereof, which our inspection shall show to be defective, F.O.B. Carrier factory. PERIOD OF COVERAGE FIRST YEAR ALL PARTS LIMITED WARRANTY - This limited warranty applies for one year from the date of initial operation or 18 months from the date of shipment, whichever is the first to occur, to all parts and components in the Carrier product identified herein, excepting refrigerant, air filters and filter-driers which are not included in any part of this limited warranty. MOTOR-COMPRESSOR - This limited warranty applies for four years from the date of the end of the first year all parts limited warranty to the hermetic motor-compressor only in the product identified herein. HEAT EXCHANGER - If the product identified herein is equipped with a gas-fired heater this limited warranty applies for nine-years from the date of the end of the first year all parts limited warranty to the heat exchanger only in the product identified herein. If the				
		Total		

FIX & FINISH LLC

Estimate

A+ MECHANICAL LLC
CAPTAIN PLUMBING LLC
5877 W CENTURY HEIGHTS DR
HIGHLAND, UT 84003

Date	Estimate #
8/2/2023	237666434

Name / Address
PARK CITY ICE ARENA 600 GILMOR WAY PARK CITY, UT 84060

STORE LOCATION
PARK CITY ICE ARENA 600 GILMOR WAY PARK CITY, UT 84060

				Project
Description	Qty	U/M	Rate	Total
product identified herein is equipped with a stainless steel gas-fired heater, this limited warranty applies for fourteen-years from the date of the end of the first year all parts limited warranty to the heat exchanger only in the product identified herein. NOVATION™ HEAT EXCHANGER TECHNOLOGY CONDENSER COILS - This limited warranty applies for two years from the date of the end of the first year all parts limited w 2ea A2-D.250-20D Direct Gas Fired Heated Make Up Air Unit with 20" Mixed Flow Direct Drive Fan Supply Fan handles 3400 CFM @ 0.500" wc ESP, Fan runs at 1525 RPM				
		Total		

FIX & FINISH LLC

Estimate

A+ MECHANICAL LLC
CAPTAIN PLUMBING LLC
5877 W CENTURY HEIGHTS DR
HIGHLAND, UT 84003

Date	Estimate #
8/2/2023	237666434

Name / Address
PARK CITY ICE ARENA 600 GILMOR WAY PARK CITY, UT 84060

STORE LOCATION
PARK CITY ICE ARENA 600 GILMOR WAY PARK CITY, UT 84060

				Project
Description	Qty	U/M	Rate	Total
2ea. A2-D.250-20D Direct Gas Fired Heated Make Up Air Unit Mixed Flow Direct Drive Fan Supply Fan handles 3400 CFM Heater supplies 208863 BTUs. 75°F Temperature Rise. Down Discharge Make-Up Air Heater. Includes intake hood with filters. For outdoor installation. Use with water softener recommended. CD-I A3DF-2 Size 3 Celdek Evaporative Cooler for Size # 2 Modular Make-Up Air Heater. For outdoor installation. Min. water pressure for optimal performance is 30 PSI. Max. water pressure should not exceed 50 PSI. Use with water softener recommended. 2 ea- Sloped Filtered Intake for Size #3 Modular Heater. This equipment is warranted to be free from defects in materials and workmanship, under normal use and service, for a period of 2-years from date of shipment. LEAD TIME FOR MAKE UP AIR IS 2-4 WEEKS			0.00	0.00T
		Total		

FIX & FINISH LLC

Estimate

A+ MECHANICAL LLC
CAPTAIN PLUMBING LLC
5877 W CENTURY HEIGHTS DR
HIGHLAND, UT 84003

Date	Estimate #
8/2/2023	237666434

Name / Address
PARK CITY ICE ARENA 600 GILMOR WAY PARK CITY, UT 84060

STORE LOCATION
PARK CITY ICE ARENA 600 GILMOR WAY PARK CITY, UT 84060

				Project
Description	Qty	U/M	Rate	Total
***1 YEAR MAINTENANCE ON ALL UNITS INSTALLED INCLUDED IN THIS BID- INCLUDES FILTERS AND BELTS AND LABOR TO BE PERFORMED 4 TIMES A YEAR ***			0.00	0.00T
Sales Tax			7.60%	0.00
			Total	\$187,194.00

Council Agenda Item Report

Meeting Date: September 14, 2023

Submitted by: Michelle Kellogg

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section: NEW BUSINESS

Subject:

Request by Summit County to Approve an Interlocal Agreement for Basic 911 Service between Summit County, Park City Fire District, and Park City Municipal in a Form Approved by the City Attorney
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Basic 911 Service Interlocal Agreement Staff Report](#)

[Exhibit A: Interlocal Agreement - Basic 911 Service](#)



City Council Staff Report

Subject: Basic 911 Service Interlocal Agreement

Author: Jed Briggs

Department: Budget

Date: Sept 14, 2023

Type of Item: Administrative

Recommendation

Review and consider a request from Summit County to approve an Interlocal Agreement for Basic 911 Services between Summit County, the Park City Fire District, and Park City Municipal in a form approved by the City Attorney.

Executive Summary

The Park City Fire District (PCFD) has traditionally provided basic 911 ambulance service/emergency medical services/EMS countywide. The PCFD is funded through a combination of its Special Service District (SSD) property tax revenues and Summit County contributions to reimburse PCFD for EMS services provided to North Summit Fire District (NSFD) and South Summit Fire Protection District (SSFPD) areas.

In 2021, the Utah Legislature enacted Utah Code section 11-48-103 in [House Bill 303](#), which requires Utah counties and municipalities to ensure at least a minimum level of 911 ambulance services. Park City Municipal receives 911 ambulance/EMS service from the PCFD, which has property taxing authority over our jurisdiction through its Special Service District.

Summit County has proposed to gain compliance with HB 303 by creating individual Interlocal Agreements (ILAs) throughout the County (cities, towns, and fire districts). We are told that the proposed ILA between Summit County, the PCFD, and Park City Municipal is identical to the other ILAs under consideration and would add more annual funding to the PCFD from Summit County than they currently receive from the County. It would also relieve the PCFD from providing basic 911 ambulance/EMS services countywide as the Districts all take control of their own EMS services. The PCFD may enter individual service agreements with the County's other providers, NSFD and SSFPD, beyond the scope of the ILAs under consideration.

Highlighted benefits include:

- Consistent with industry-leading practices and the operational strategy of all the Fire District leadership (Chiefs and Boards), including combined EMS and Fire services from each District, which offers financial and operational leverage;
- The PCFD will continue to deliver advanced EMS services through the current SSD tax levy; the last tax rate increase was in 2011, and there is currently no increase planned;

- The PCFD will no longer provide EMS management services to the county's east side;
- The PCFD will manage its own EMS-related revenue collections;
- As the east side continues to grow, future expenses will be the responsibility of the east side Fire Districts, and they will be better positioned to accommodate the growth;
- It will be up to each of the three Districts to determine what level of service is appropriate for their communities;
- This plan gives each District an opportunity to deliver the best possible service to their communities;
- With the call volume increasing each year for the Park City Fire District, this change allows the organization to focus on its mission statement; and
- This agreement gives each city and district clear direction in providing EMS in the future.

Analysis

Summit County and the other providers recommend each district independently provide basic 911 ambulance/EMS services to their respective service territory using a base financial allocation from Summit County. The basic level of service proposed is one fully staffed ambulance per territory, operational 24 hours a day, seven days a week, year-round (plus an additional ambulance in case of mechanical breakdown/service). Any enhanced service levels sought beyond the basic level offered above must be managed within each district's own taxing ability and is entirely within their control. **This ILA proposes no reduction in enhanced service levels as provided by the PCFD within their territory currently.**

The PCFD has historically provided 911 ambulance/EMS and paramedic services to the NSFD and SSFPD. Our understanding from the PCFD is that splitting up the basic 911 ambulance/EMS services within Summit County so each district can self-manage its services is a positive step forward for Park City and its taxpayers. All of the Fire Districts within Summit County have agreed to the strategy.

Summit County proposed three similar ILAs, which obligate Summit County to provide \$1M annually to each district for basic 911 ambulance/EMS services for the area of Summit County they cover. The ILAs have 20-year terms beginning January 1, 2024, and the County's payment increases by the cumulative CPI every three years. The ILA also requires the districts to enter into a mutual aid agreement to provide overlapping ambulance services throughout Summit County. Summit County believes that the ILA and mutual aid agreements, taken together, satisfy its obligations under H.B. 303.

Through the ILA, Summit County requests Park City:

- Agree that the \$1M in annual funding toward the basic 911 ambulance/EMS services satisfies its requirements to Park City under HB 303;
- Consent to Summit County's use of General Fund revenues to fund basic 911 ambulance/EMS service as a countywide service; and

- Waive PCMC's rights to contest the ground ambulance license of any of the fire districts.

The ILA also provides an additional \$400k per year for each District to provide paramedic rescue services throughout their service areas. Per the ILA, the entire \$1.2M (\$400k 3x) would be allocated to the PCFD as they hold the paramedic licensure and are best able to deliver the services (training, equipment, staffing, etc.). If, at some point in the future, the NSFD and/or SSFPD would like to self-manage paramedic services, they would receive the \$400k additional from Summit County, and PCFD's revenue to provide the service would be reduced by the same amount.

Funding

As stated, fundamental to Summit County's approach is that each independent district gains the additional ability to provide the level and types of service they deem appropriate through their own property tax levy, over and above the base level of service funding proposed by the County.

Summit County estimates this plan will cost the County \$2.2M next year. All of the basic funding would come from Summit County's General Fund, much of which is derived from taxpayers on the County's west side, including Park City (43.9% of Summit County's total assessed value). Thus, Summit County proactively seeks Park City's support to use General Fund resources.

New funding sources to support Summit County's annual ILA obligations will need to be decided during their annual budgeting processes. Park City must actively monitor those discussions to continue to represent our community's interest in basic 911 ambulance/EMS service.

Public Policy Questions

Consideration of ILAs between public entities typically requires financial, operational, and legal consideration. In our case, does the ILA improve, denigrate, or have a neutral impact on services for Park City residents, businesses, and visitors, and does the ILA, via additional funding of the PCFD, appropriately utilize revenues obtained from Park City taxpayers? Additional considerations include:

- **Countywide Basic 911 Ambulance Service:** Summit County defines the basic level of countywide service as two ambulances and one crew for each district, estimated at \$1M and agreed to by each District. The PCFD "basic" level of service may be seen as considerably higher due to the population density in the western portions of Summit County. However, the PCFD will receive the same annual distribution under the ILA as the other districts.
- **Funding:** The proposed ILAs result in an annual cost increase of \$2.2M for Summit County. Currently, it is unclear how Summit County plans to fund this increase.
- **Multiple ILAs:** Summit County seeks individual ILAs with the PCFD, NSFD, SSFD, and all cities within the County. This creates a potential for individual

entities in the future to renegotiate independently. Any future negotiations could impact funding from the Summit County General Fund.

- **Mutual Aid:** Per the ILA, the PCFD is required to enter into a Mutual Aid Agreement with the other fire districts to ensure overlapping ambulance services. That agreement is not final. The ideal outcome would be for the agreement not to impact PCFD's services to Park City and to ensure PCFD is compensated for services to the rest of Summit County.
- **Term:** The proposed term of the ILA is 20 years. The City Council may want to consider a shorter term or options to revisit the agreement in the near term. While long-term agreements are desirable in terms of stability and predictability, they also forego a structured or built-in opportunity to revisit unintended consequences, assess changing conditions, and more.

Council Options

1. Sign the proposed ILA;
2. Adjust the ILA's term (if PCFD supports) to coincide with the first cumulative CPI increase. This allows Summit County and the PCFD to move forward but provides additional flexibility to understand the nuances of the ILA without a fixed 20-year term;
3. Continue to gather information to better understand the ILA. The City would miss Summit County's deadline; or
4. Decline to sign the ILA. It is unclear how this would impact Summit County's efforts to provide funding for countywide EMS services and compliance with HB 303.

Exhibits

Exhibit A – Basic 911 Services Interlocal Agreement (Updated)

INTERLOCAL COOPERATION AGREEMENT FOR BASIC 911 SERVICE

This Interlocal Cooperation Agreement (“*Agreement*”) is entered into this ____ day of _____, 2023 with an effective date of January 1, 2024 (the “*Effective Date*”), by and among **SUMMIT COUNTY**, a political subdivision of the State of Utah (hereinafter, “*County*”), the **PARK CITY FIRE SERVICE DISTRICT**, a special service district of the State of Utah (hereinafter, “*District*”), and **PARK CITY MUNICIPAL CORPORATION**, a municipality of the State of Utah (hereinafter, “*Park City*”). Each is individually referred to as a “*Party*” and collectively as the “*Parties*.”

RECITALS

WHEREAS, *Emergency Medical Services* (“*EMS*”) is defined under the Emergency Medical Services Act, Utah Code §53-2d-101(16) and (17), to mean medical services (including licensed emergency medical service personnel), transportation services (including licensed ground ambulance providers), and/or behavioral emergency services; and,

WHEREAS, emergency medical service personnel are licensed by the State of Utah, and are designated as follows: (a) *Paramedic*, (b) advanced emergency medical services technician (“*AEMT*”), (c) emergency medical services technician (“*EMT*”), and (d) emergency medical responder (“*EMR*”) (Utah Code §53-2d-402(1); Utah Admin. Rule, R-426); and,

WHEREAS, ground ambulance providers are also licensed by the State of Utah (Utah Code §53-2d-504 and 505), and operate within exclusive service areas (Utah Code §53-2d-501 and 502), as approved by the appropriate political subdivision (Utah Code §53-2d-505.1); and,

WHEREAS, pursuant to Utah Code §11-48-101.5(1)(a), *911 Ambulance Service* is defined as a ground ambulance service rendered in response to a 911 call received by a designated dispatch center that receives 911 or E911 calls; and,

WHEREAS, the County has established three (3) fire districts (“*Fire District(s)*”) to provide fire protection services (as defined in Utah Code §17D-1-201(9)), within their respective geographical boundaries; and,

WHEREAS, the District is one of those Fire Districts; and,

WHEREAS, the County has historically held the ground ambulance provider license within Summit County (the “*Current State Transport License*”) and owns twelve (12) licensed ambulances (the “*County Fleet*”); and,

WHEREAS, the County operates the 911 dispatch center for Summit County (“*County Dispatch*”); and,

WHEREAS, by interlocal agreement with the County, the District has historically been the primary provider of EMS, including 911 Ambulance Service, within Summit County and for all the geographic area encompassed by all three Fire Districts (the “*PCF EMS ILA*”, and together with the Current State Transport License, County Fleet, and County Dispatch, the “*Summit County EMS*”); and,

WHEREAS, pursuant to Utah Code §11-48-103, each municipality and county (with respect to its unincorporated areas), is required to ensure that a minimum level of 911 Ambulance Service is provided within their respective jurisdictions; and,

WHEREAS, the County desires to satisfy Utah Code §11-48-103 for itself and all of its municipalities by utilizing its general fund to pay the costs associated with providing a basic level of 911 Ambulance Service throughout Summit County (the “*Basic 911 Service*”) (defined below); and,

WHEREAS, to that end and in accordance with Utah Code §11-48-103(2)(b), the County desires to contract with each of its Fire Districts to fund the provision of Basic 911 Service within their respective geographical boundaries; and,

WHEREAS, the Parties hereto are willing to enter into this Agreement wherein the County agrees to pay the District and the District agrees to provide Basic 911 Service within its geographical boundaries; and,

WHEREAS, the District has a *Paramedic Service License* (defined below); and,

WHEREAS, the Parties hereto are also willing to enter into this Agreement wherein the County agrees to pay the District and the District agrees to provide *Paramedic Rescue Service* (defined below) to all of the Fire Districts within Summit County; and,

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, Section 202(1)(d), *Utah Code 1953, as amended*, to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, mutual covenants and agreements herein set forth, the mutual benefits to the Parties to be derived, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. **Definitions.**

1.1 “*911 Ambulance Service*” has the meaning set forth in Utah Code §11-48-101.5(1)(a) or successor law.

1.2 “*Annual Basic Fee*” has the meaning set forth in ¶2.2.1.

1.3 “*Annual Paramedic Fee*” has the meaning set forth in ¶4.2.1.

1.4 “*Basic 911 Service*” means that level of service sufficient to qualify as the minimum level of 911 Ambulance Service under law, which service is defined herein as that twenty-four (24) hours-a-day, seven (7) days-per-week service necessary to accommodate one fully licensed and stocked ambulance with a staff of two (2) licensed AEMTs who are authorized to operate within the geographical boundaries of a Fire District. Operation of the Basic 911 Service shall be in accordance with Utah Admin. Rule, R-426-4.

1.5 “*Collections*” has the meaning set forth in ¶2.1.5.

1.6 “*Consumer Price Index*” or “*CPI*” means the Mountain Region Consumer Price Index, as determined by the Bureau of Labor Statistics, during the immediately preceding 3-year period.

1.7 “*County Dispatch*” means the 911 dispatch center operated by the Summit County Sheriff, which qualifies as an *Emergency Medical Service Dispatch Center* under Utah Admin. Rule, R-426-1-200(15).

1.8 “*County Fleet*” means the twelve (12) licensed ambulances which are owned by Summit County as of the Effective Date.

1.9 “*Current State Transport License*” means the current ground ambulance provider license issued by the State of Utah to Summit County and Park City Fire Service District with an exclusive service area of Summit County.

1.10 “*EMS*” means *Emergency Medical Services*, as defined under the Emergency Medical Services Act, Utah Code §53-2d-101(16) and (17).

1.11 “*AEMT*” means a fully licensed advanced emergency medical services technician, as defined in Utah Admin. Rule, R-426-1-200(1), and licensed under Utah Admin. Rule, R-426-3-3 and R-426-5.

1.12 “*Enhanced 911 Service*” means additional EMS or 911 Ambulance Service over and above the Basic 911 Service provided by the District.

1.13 “*Fire District(s)*” means the Park City Fire Service District, the North Summit Fire Service District, and/or the South Summit Fire Protection District.

1.14 “*Ground Ambulance License*” means the state issued license described in Utah Code §53-2d-504 and 505, and Utah Admin. Rule, R-426-3-3, which has an exclusive service area co-terminus with the boundaries of the Fire District.

1.15 “*Mutual Aid Agreement*” means an agreement between the County and all of its Fire Districts to provide emergency assistance in the form of personnel, equipment, and supplies when requested to do so by a Fire District or the County in accordance with Utah Admin. Rule, R-426-3-8. A copy of the Mutual Aid Agreement will be provided to the Utah State Department of Health and County Dispatch.

1.16 “*Paramedic*” means a fully licensed paramedic, as defined in Utah Admin. Rule, R-426-1-200(41), and licensed under Utah Admin. Rule, R-426-3-3 and R-426-5.

1.17 “*Paramedic Rescue Service*” means the deployment of licensed Paramedics to an *Emergency Medical Incident*, as set forth in Utah Admin. Rule, R-426-1-200(21), within Summit County, in accordance with Utah Admin. Rule, R-426-1-200(43).

1.18 “*Paramedic Service License*” means the state issued license described in Utah Code §53-2d-504 and 505, and Utah Admin. Rule, R-426-3-3.

1.19 “*Park City Fleet*” has the meaning set forth in ¶2.2.2.

1.20 “*PCF EMS ILA*” means all previous interlocal agreements between the County and the District for the provision of 911 Ambulance Service within Summit County.

1.21 “*Summit County EMS*” means the historical system for providing 911 Ambulance Service within Summit County; consisting of the PCF EMS ILA, Current State Transport License, County Fleet, and County Dispatch.

1.22 “*Term*” has the meaning set forth in ¶11.

2. Basic 911 Service.

2.1 District Responsibilities.

2.1.1 District agrees to provide Basic 911 Service within its geographical boundaries for the Term of this Agreement.

2.1.2 District agrees to obtain and retain a Ground Ambulance License (State Transport License) for the geographical boundaries of the District for the Term of this Agreement.

2.1.3 District agrees to train and maintain at least enough licensed AEMTs to provide the Basic 911 Service, including ensuring that adequate *Continuing Medical Education*, as set forth in Utah Admin. Rule, R-426, is provided.

2.1.4 District agrees to enter into an appropriate form of Mutual Aid Agreement among the County and its Fire Districts so as to ensure overlapping 911 Ambulance Service coverage between Fire Districts throughout Summit County.

2.1.5 District agrees to continue and remain responsible for the billing and collections function for 911 Ambulance Service and Paramedic Rescue Service rendered and provided by District inside its geographic boundaries (“*Collections*”).

2.2 County Responsibilities.

2.2.1 County agrees to pay the District on an annual basis, and for the Term of this Agreement, One Million Dollars (\$1,000,000.00) for the Basic 911 Service, payable after the Effective Date on February 1st of each succeeding year (the “*Annual Basic Fee*”). Every three (3) years after the Effective Date, the Annual Basic Fee shall be increased by the **cumulative** CPI.

2.2.2 Within one hundred and twenty (120) days after the Effective Date, unless otherwise agreed to by the Parties, the County agrees to donate and transfer to the District the ownership of eight (8) **fully loaded** ambulances from the County Fleet (the “*Park City Fleet*”), as follows:

Park City Unit #	VIN #	Summit County Asset Number
530	3C7WRLFL7GG353895	61-4151-039
527	1FD0X4HT8DEB30811	61-4151-036
532	1FDOX4HT9KED43859	61-4153-009
529	1FD0X4HT3FED10605	61-4151-038
528	1FD0X4HT6FEA71535	61-4151-037
535	1FDUF4HTXNEE70967	
533	W1W4EBVYJLT026324	61-4153-010

2.2.3 County agrees to make County Dispatch available to the District for its dispatching needs without charge, and the District agrees to exclusively use County Dispatch for its dispatching needs.

2.2.4 County agrees to work cooperatively with the District on acceptable specifications for a new ambulance (the “*Ambulance*”), conduct a standard procurement process for the Ambulance, purchase the Ambulance consistent with those specifications, and transfer to the District the Ambulance during the 2026 budget year or as soon thereafter as practical,

given the status of the supply chain for new ambulances.

3. **Enhanced 911 Service.** District may, at its sole and absolute discretion, provide Enhanced 911 Service to its geographical boundaries and fund it from the District's funding sources. The County shall have no responsibility to contribute funds to the District's Enhanced 911 Service.

4. **Paramedic Rescue Service.**

4.1 District Responsibilities.

4.1.1 District agrees to provide Paramedic Rescue Service within Summit County and in and for all Fire Districts for the Term of this Agreement.

4.1.2 District agrees to obtain and retain a *Paramedic Service License* pertaining to the entirety of Summit County for the Term of this Agreement.

4.1.3 District agrees to train and maintain sufficient licensed Paramedics to provide the Paramedic Rescue Service, including ensuring that adequate *Continuing Medical Education*, as set forth in Utah Admin. Rule, R-426, is provided.

4.2 County Responsibilities.

4.2.1 County agrees to pay the District on an annual basis, and for the Term of this Agreement, One Million Two Hundred Thousand Dollars (\$1,200,000.00) for the Paramedic Rescue Service, payable after the Effective Date on February 1st of each succeeding year (the "*Annual Paramedic Fee*"). Every three (3) years after the Effective Date, the Annual Paramedic Fee shall be increased by the **cumulative** CPI.

5. **Representations and Warranties of the Parties.** As an inducement to the Parties to enter into this Agreement, the Parties hereby represent and warrant as follows:

5.1 Representations and warranties of the County. County hereby represents and warrants as follows:

5.1.1 Authority of County. County has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by County of this Agreement, the performance by County of its obligations hereunder and the consummation by County of the transactions contemplated hereby have been duly authorized by all requisite legal action. This Agreement has been, and upon its execution will have been, duly executed and delivered by County; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes,

and upon its execution will constitute, a legal, valid and binding obligation of County enforceable against County in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

5.1.2 No Conflicts; Consents. The execution, delivery and performance by County of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of County; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to County; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument, or result in the creation of any encumbrance on any of the County Fleet pursuant to any note, bond, mortgage, indenture, agreement, lease, license, permit, franchise, instrument, obligation or other contract to which County is a party or by which County or the County Fleet may be bound or affected.

5.1.3 No Liabilities. To County's knowledge, County has no liabilities of any nature arising out of, the operation of Summit County EMS, whether accrued, absolute, contingent or otherwise, whether known or unknown.

5.1.4 Good and Marketable Title to be Conveyed. County owns good and marketable title to the County Fleet, free and clear of any encumbrance, title imperfection or restriction of any kind whatsoever (whether accrued, absolute, contingent, or otherwise). The delivery to the District of the Park City Fleet will transfer to the District good and marketable title to all ambulances within the Park City Fleet, free and clear of any encumbrance. County makes no representation or warranty regarding the condition or suitability of the Park City Fleet and the District accepts the Park City Fleet in their *as-is* condition.

5.1.5 No Pending Actions. There are no actions pending or, to County's knowledge, threatened in connection with the Park City Fleet or County's ownership or operation thereof, nor is there any basis for any such action, that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement. There are no actions by County pending, or which County has commenced preparations to initiate, against any other person in connection with the Park City Fleet. There are no outstanding and unsatisfied, or to County's knowledge, threatened, orders, writs, judgments, injunctions, penalties or awards against, relating to or

affecting the Park City Fleet, County's ownership or operation thereof or the transactions contemplated by this Agreement.

5.2 Representations and Warranties of the District. The District hereby represents and warrants as follows:

5.2.1 Powers of the District. The District has full power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by the District of this Agreement, the performance by the District of its obligations hereunder and the consummation by the District of the transactions contemplated hereby have been duly authorized by requisite action of its governing board. This Agreement has been, and upon its execution will have been, duly executed and delivered by the District; and, assuming due execution and delivery by both Parties hereto, this Agreement constitutes, and upon its execution will constitute, a legal, valid and binding obligation of the District enforceable against the District in accordance with its terms, except as may be affected by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally or by rules of law governing specific performance, injunctive relief or other equitable principles (regardless of whether such principles are considered in a proceeding at law or in equity).

5.2.2 No Conflicts; Consents. The execution, delivery and performance by the District of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of, or default under, any provision of the organizational documents of the District; (b) conflict with or result in a violation or breach of any provision of any law, regulation or order applicable to the District; and (c) result in any breach of, constitute a default (or an event that, with or without notice or lapse of time or both, would become a default) under any agreement or other instrument to which the District is a party or by which the District may be bound or affected.

5.2.3 No Pending Actions. There are no actions pending or, to the District's knowledge, threatened that seek to prevent, hinder, modify, delay or challenge the transactions contemplated by this Agreement.

5.3 Survival. All representations of County and the District in this Agreement shall survive the Term and shall remain in full force and effect, until the expiration of the statute of limitations following the date all performance thereunder was due to be performed.

5.4 PCF EMS ILA. This Agreement replaces and supersedes the PCF EMS ILA, which by execution of this Agreement is deemed null and void.

6. Liabilities and Indemnification.

6.1 Indemnity by County. County will indemnify, reimburse, defend and hold harmless the District and its officers, directors, trustees, employees, consultants and agents from and against and in respect of any and all demands, claims, actions, causes of action, judgments, assessments, taxes, fines, losses, damages, liabilities, interest, penalties, costs, and expenses, including, without limitation, reasonable legal fees, other professional fees and any disbursements incurred in connection therewith, (collectively “Losses”), resulting from, arising out of, relating to, or incurred by reason of: (a) any breach of any representation, warranty, covenant, or agreement by County contained in this Agreement or any agreement, instrument, or document executed and delivered by County pursuant hereto; (b) any action taken by any taxing authority in relation to the classification and taxation of the Park City Fleet for tax purposes as a result of this Agreement; and (c) excluding the PCF EMS ILA, the operation of the Summit County EMS prior to the Effective Date.

6.2 Indemnity by the District. The District will indemnify, reimburse, defend, and hold harmless County and its officers and directors, employees, consultants and agents from and against and in respect of any and all Losses suffered, incurred or sustained by any of them or to which any of them becomes subject, resulting from, arising out of or relating to: (a) any breach of any representation, warranty, covenant, or agreement by the District contained in this Agreement or other instrument or document executed and delivered by the District pursuant hereto or thereto; and (b) the performance of the PCF EMS ILA prior to the Effective Date.

7. **Waiver of Jury Trial**. To the fullest extent permitted by law, each of the Parties hereto expressly and knowingly waives any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement, the transactions contemplated hereby, or the actions of such Party in the negotiation, administration, performance and enforcement hereof. Each Party further waives any right to consolidate any action in which a jury trial cannot be or has not been waived. This provision shall survive any termination of this Agreement.

8. **Governmental Immunity Act**. Because both Parties are governmental entities under the *Governmental Immunity Act of Utah*, Utah Code §63G-7-101, *et. seq.*, as amended, each Party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither Party waives any defense available to it under the *Governmental Immunity Act of Utah*.

9. **Survivability**. With the exception of ¶2.2.2, which will be completed within one hundred and twenty (120) days of the Effective Date; the representations and warranties contained in ¶5, which have a separate survival clause; and the waiver of Jury trial in ¶7, all other provisions of this Agreement shall remain in full force and effect for the Term of

this Agreement.

10. **Relief of Obligation.** This Agreement does not in any way relieve either Party of any obligation or responsibility imposed upon it by law (Utah Code §11-13-208).

11. **Term.** This Agreement shall be in effect for a period of twenty (20) years from the Effective Date (Utah Code §11-13-216) unless otherwise amended or terminated by the District and the County by mutual written agreement.

12. **Consent of Park City.** Pursuant to Utah Code §11-48-103, Park City hereby agrees that Basic 911 Service, as set forth herein, satisfies the statutory requirements of a minimum level of 911 Ambulance Service within the municipal boundaries of Park City, and Park City consents to the County's use of General Fund revenues to provide Basic 911 Service as a countywide service. Park City further agrees that this Agreement satisfies all obligations under Utah Code Title 11, Chapter 48 for its provision of a minimum level of 911 Ambulance Service within Park City and waives any right to contest the Ground Ambulance License of any of the Fire Districts.

13. **Miscellaneous Provisions.**

13.1 Assignment. The District may assign its rights and obligations under this Agreement to another Fire District with the written consent of the County, which consent shall not be unreasonably withheld.

13.2 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors-in-interest.

13.3 Inducement. The making and execution of this Agreement has not been induced by any representation, statement, warranty or agreement other than those herein expressed.

13.4 No Recourse. This Agreement shall not create or be deemed to create or permit any personal liability or obligation on the part of any direct or indirect officer, employee, or representative of the Parties.

13.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

13.6 Business Relationship. This Agreement does not acknowledge the existence of or establish a partnership, joint venture, or any other form of business relationship between the Parties other than as expressly set forth herein, and this Agreement is limited solely to the purposes and interests expressed herein.

13.7 Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable, or

unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of any other term or provision of this Agreement; and the Parties agree to attempt in good faith to reform such void or unenforceable provision to the extent necessary to render such provision enforceable and to carry out its original intent.

13.8 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and no statements, promises, or inducements made by any Party or agents of any Party that are not contained in this Agreement shall be binding or valid. Alterations, extensions, supplements or modifications to the terms of this Agreement shall be agreed to in writing by the Parties, incorporated as amendments to this Agreement, and made a part hereof. To the extent of any conflict between the provisions of this Agreement and the provisions of any later agreements, the later agreements shall be controlling.

13.9 Construction. As used herein, all words in any gender shall be deemed to include the masculine, feminine or neuter, all singular words shall include the plural, and all plural words shall include the singular, as the context may require.

13.10 Amendment. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed by the Parties.

13.11 Force Majeure. Performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrections, strikes, lock-outs, floods, earthquakes, fires, casualties, acts of God, epidemics, quarantines, restrictions, inability (when the responsible Party is faultless) to secure necessary labor, materials, tools, acts or failure to act of any public or governmental agency or entity, or by any other reason not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, and in such event, the performance of such work or the doing of such act shall be excused for the period of the delay and the period of performance for any such work or the doing of any such act shall be extended for a period equivalent to the period of such delay.

13.12 Further Action. The Parties hereby agree to execute and deliver such additional documents and to take such further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

13.13 Expenses of Enforcement. In any proceeding to enforce, interpret, rescind or terminate this Agreement or in pursuing any remedy provided hereunder or by applicable law, the prevailing Party shall be entitled to recover from the other Party all costs and expenses, including a reasonable attorney's fee, whether such proceeding or remedy is pursued by filing suit or otherwise, and regardless of whether such costs, fees and/or expenses are incurred in connection with any bankruptcy proceeding. For purposes of hereof, the term "*prevailing Party*" shall include, without limitation, a Party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains

substantially the relief sought. The provisions set forth in this paragraph shall survive the merger of these provisions into any judgment.

13.14 Notice. Any notice required or desired to be given pursuant to this Agreement or otherwise relating to this Agreement shall be in writing, addressed to the Party at the address listed below, and shall be deemed effective: (i) upon personal delivery, or (ii) three business days following deposit in the United States Mail, postage prepaid, certified mail, return receipt requested.

To: **Park City Fire Service District**
ATTN: Fire Chief
736 Bitner Road
Park City, Utah 84098

To: **Summit County**
ATTN: County Manager
60 N. Main Street
P.O. Box 128
Coalville, Utah 84017

Either Party hereto may change its address for the purpose of receiving notices as herein provided by serving written notice given in the manner aforesaid.

13.15. Applicable Law; Jurisdiction and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The Parties hereby consent to the jurisdiction and venue of the state courts located in Summit County, Utah.

13.16. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile, email or electronic means shall be deemed an original signed copy of this Agreement.

14. **Interlocal Cooperation Act Requirements.**

In satisfaction of the requirements of the *Utah Interlocal Cooperation Act*, the Parties agree as follows:

14.1 This Agreement shall be conditioned upon the approval and execution of this Agreement by the Parties pursuant to and in accordance with the provisions of the *Utah Interlocal Cooperation Act*, as set forth in Utah Code Title 11, Chapter 13, including the adoption of resolutions of approval, but only if such resolutions of the legislative bodies of the Parties are required by the *Utah Interlocal Cooperation Act*.

14.2 In accordance with the provisions of Utah Code §11-13-202.5(3), this Agreement has been submitted to the attorney authorized to represent each Party for review as to proper form and compliance with applicable law.

14.3 A duly executed copy of this Agreement shall be filed with the keeper of records of each Party, pursuant to Utah Code §11-13-209.

14.4 No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the chief executive officer of each Party.

14.5 No real or personal property shall be acquired jointly by the Parties as a result of this Agreement unless this Agreement has been amended to authorize such acquisition. To the extent that a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated by the signatures of the respective Parties.

Signature Pages to Follow

Signed this ____ day of _____, 2023.

SUMMIT COUNTY

Roger Armstrong, Chair
Summit County Council

ATTEST:

Evelyn Furse
County Clerk

Reviewed and found to be in proper form and compliance with applicable law:

David L. Thomas
Chief Civil Deputy

Signed this ____ day of _____, 2023.

PARK CITY FIRE SERVICE DISTRICT

By: Summit County Council,
its Governing Body

Roger Armstrong, Chair
Summit County Council

By: Administrative Control Board

Jeremy Rubell
Chair

Reviewed and found to be in proper form and compliance with applicable law:

Ryan P.C. Stack
Deputy County Attorney

Signed this ____ day of _____, 2023.

PARK CITY MUNICIPAL
CORPORATION

Nann Worel
Mayor

ATTEST:

Michelle Kellogg
City Recorder

Reviewed and found to be in proper form and compliance with applicable law:

Margaret Plane
City Attorney