



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
July 9, 2020**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, July 9, 2020.

NOTICE OF ELECTRONIC MEETING & HOW TO COMMENT VIRTUALLY:

This meeting will be an electronic meeting without an anchor location as permitted by Utah Code Open and Public Meetings Act section 52-4-207(4) as amended June 18, 2020, and Park City Resolution 18-2020, adopted March 19, 2020. The written determination of a substantial health and safety risk, required by Utah Code section 52-4-207(4) is attached as Exhibit A. Council members will connect electronically. Public comments will be accepted virtually as described below.

To comment virtually, use eComment or raise your hand on Zoom. eComments submitted before the meeting date will be attached to the packet as appendices. eComments submitted on Council meeting days will be read aloud. For more information on participating virtually and to listen live, please go to www.parkcity.org.

Exhibit A: Determination of Substantial Health and Safety Risk

On July 1, 2020, the Mayor determined that conducting a meeting with an anchor location presents a substantial risk to the health and safety of those who may be present at the anchor location. Utah Code section 52-4-207(4) requires this determination and the facts upon which it is based, which include:

- The percent of positive COVID-19 cases in Utah has been on the rise since May 27, 2020.
- Positive cases from testing have increased from 4.96% to 9.23% during the month of June, and COVID-19 patients in Utah hospitals have increased during the same time period.
- As of June 25, 2020 there have been 158 deaths in Utah due to COVID-19.
- Summit County has the third highest case rate of COVID-19 in the state.

This determination is valid for 30 days, and is set to expire on July 31, 2020.

CLOSED SESSION - 3:45 p.m.

To Discuss Property, Personnel and Litigation

WORK SESSION

4:35 p.m. - Park City Arts and Culture District Project Update

[Arts and Culture District Staff Report](#)

[Exhibit A: Park City Arts and Culture District Press Announcement - July 7, 2017](#)

[Exhibit B: Arts and Culture Design Services RFP](#)

[Exhibit C: Construction Estimate](#)

[Exhibit D: Sources and Uses](#)

[Exhibit E: Project Timeline](#)

5:50 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. RECOGNITION

1. Consideration to Approve Resolution 16-2020, a Resolution Recognizing Temple Har Shalom's 25th Anniversary and Proclaiming July 12, 2020 as Temple Har Shalom Day
(A) Public Input (B) Action
[Temple Har Shalom Day Resolution](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Overview of Old Town Neighborhood Pilot Projects
[Old Town Neighborhood Pilot Projects Staff Report](#)
[Exhibit A: Park Avenue Design Exploration](#)
2. April 2020 Sales Tax Update - General Fund
[Sales Tax Update - April 2020](#)
3. Car Free Main Street Sunday - Shop, Dine and Stroll Update
[Car Free Main Street Sunday Shop Dine and Stroll Staff Report](#)

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

V. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from June 11, 18, and 25, 2020

[June 11, 2020 Minutes](#)

[June 18, 2020 Minutes](#)

[June 25, 2020 Minutes](#)

VI. CONSENT AGENDA

1. Request to Authorize the City Manager to Execute the First Amendment to the Design Professional Service Agreement in a Form Approved by the City Attorney's Office with IGES, Inc., for the Design of a Soil Management Facility at the "Gordo" Property, Located at the Richardson Flat Intersection and SR-248, in an Amount not to Exceed \$105,000
[Design Service Agreement Amendment 1 Staff Report](#)

Exhibit A: IGES Inc. Amended Scope of Services

2. Request to Approve Lease Addendum Five in a Form Approved by the City Attorney, with the Utah Department of Alcohol and Beverage Control (DABC) for Tenant Space Located at 460 Swede Alley, Unit 100
[Park City- DABC Swede Alley Store Lease Addendum 5 Staff Report](#)
[Exhibit A: DABC Original Lease 1987](#)
[Exhibit B: Park City- DABC Swede Alley Store Lease Addendum 5](#)
3. Request to Approve the Chimayo Outdoor Dining Deck Lease, Located at 368 Main Street, with Barking Frog LLC in a Form Approved by the City Attorney
[Barking Frog LLC./Chimayo Dining Deck Lease Staff Report](#)
[Exhibit A: Barking Frog LLC Dining Deck Lease and Permit](#)
[Exhibit B: Street Dining Operational Restrictions](#)

VII. OLD BUSINESS

1. Consideration to Approve Ordinance 2020-31, an Ordinance Approving the Huntsman Estates Subdivision Plat Located at 5000 Royal Street, Park City, Utah
(A) Public Hearing (B) Action
[5000 Royal St Subdivision Staff Report](#)
[Exhibit A: Ordinance](#)
[Exhibit B: Applicant's Project Intent](#)
[Exhibit C: Huntsman Estates Plat](#)
[Exhibit D: Deer Valley Resort Twelfth Amended and Restated MPD](#)
[Exhibit E: Planning Commission February 12, 2020 Staff Report](#)
[Exhibit F: February 12, 2020 Planning Commission Minutes](#)
[Exhibit G: Planning Commission Public Hearing May 27, 2020 Staff Report](#)
[Exhibit H: Planning Commission Minutes - May 27, 2020](#)
[Exhibit I: Approved 34 Unit Subdivision 1982](#)
[Exhibit J: Notice of Planning Commission Action December 17, 1987](#)
[Exhibit K: Forest Assessment](#)
[Exhibit L: Visual Analysis](#)
[Exhibit M: Applicant's House Size Analysis](#)
[Exhibit N: Record of Survey and Existing Conditions](#)
[Exhibit O: Aerial Photograph](#)
[Exhibit P: Additional Site Photographs](#)
[Exhibit Q: Ownership Map](#)
[Exhibit R: Public Comments](#)
[Exhibit S: Neighborhood Lot Size Analysis](#)
[Exhibit T: LOD Exhibit](#)
2. Consideration to Authorize the City Manager to Sign Addendum #1 to the Professional Services Agreement for Arts and Culture District Owner's Representative Services Between Park City Municipal Corporation and GTS Development, LLC, through February 28, 2021, in an Amount Not to Exceed \$820,385.00, for a Total Amount of \$1,069,384.96
(A) Public Input (B) Action

GTS Agreement First Addendum Staff Report
Exhibit A: RFQ Arts and Culture PCMC Owner Representative Project Management Services
Exhibit B: GTS Proposal for Owner Rep Services
Exhibit C: GTS Original Professional Services Agreement
Exhibit D: Draft GTS Agreement First Addendum

VIII. NEW BUSINESS

1. Consideration to Approve Ordinance 2020-32, an Ordinance Approving the 802 Empire Avenue Subdivision, Located at 802 Empire Avenue, Park City, Utah
(A) Public Hearing (B) Action
802 Empire Subdivision Staff Report and Ordinance
Exhibit A: Planning Commission Minutes May 13, 2020
Exhibit B: Planning Commission Minutes June 10, 2020
Exhibit C: Engineering Memorandum
Exhibit D: Record of Survey and Topographic Map
Exhibit E: Revised Driveway Exhibit with Turning Template
Exhibit F: Neighborhood Lot Size Analysis
Exhibit G: Public Comments Received
Exhibit H: Letter from Abutting Attorney
2. Consideration to Approve Ordinance 2020-33, an Ordinance Approving the Alpine Retreat @ Park City Unit 1, Amended Condominium Plat, Located at 1274 Park Avenue, Park City, Utah
(A) Public Hearing (B) Action
1274 Park Avenue Staff Report and Ordinance
Exhibit A: Alpine Retreat @ Park City Condominium Plat
Exhibit B: 1274 Park Avenue Photos
Exhibit C: Proposed Alpine Retreat @ Park City Unit 1, Amended Condominium Plat and Plans
Exhibit D: August 22, 2017 Alpine Retreat Homeowners Association approval
Exhibit E: March 6, 2020 Alpine Retreat Homeowners Association approval
Exhibit F: Grant of Preservation Easement - 1274 Park Avenue
Exhibit G: Public Input
3. Consideration to Approve Ordinance 2020-34, an Ordinance Amending Park City Land Management Code Sections 15-1-12(C), Notice, and 15-1-18(F), Form of Appeals
(A) Public Hearing (B) Action
Land Management Code Amendments to Sections 15-1-12(C) and 15-1-18(F) Staff Report and Ordinance
Exhibit A: Land Management Code Sections 15-1-12(C) and 15-1-18(F) Redlines
Exhibit B: Post Card Notice Example
4. Consideration to Approve Ordinance 2020-35, an Ordinance Amending the Municipal Code of Park City, Utah, Title 11, Sections 11-21-1 The 2006 Utah Wildland-Urban Interface Code, 11-21-2 Land Subject to Utah Wildland-Urban Interface Code, 11-21-3, Violations;

Title 14 Section 14-1-5 Regulations for Planting Trees and Landscaping in the City's Right-of-Way; and Land Management Code Title 15 Sections 15-2.21-3 Sensitive Lands Overlay Zone, 15-5-1 Architectural Review Policy and Purpose, 15-5-5 Architectural Design Guidelines, 15-6-6 Master Planned Development Required Findings and Conclusions of Law, 15-8-2 Annexation General Requirements, 15-15-1 Definitions, and 15-15-2 List of Defined Terms

(A) Public Hearing (B) Action

[Wildland Urban Interface Code Amendments Staff Report](#)

[Exhibit A: Draft Ordinance](#)

[Exhibit B: Proposed Amendments Information and Implementation by Topic](#)

[Exhibit C: WUI Timeline](#)

[Exhibit D: Proposed Firewise Program Details](#)

[Exhibit E: Planning Commission WUI Minutes June 10, 2020](#)

[Exhibit F: Planning Commission Meeting Discussion Synopsis](#)

[Exhibit G: Public Comment](#)

5. Consideration to Authorize the City Manager and Mayor to Enter into Sales Contracts, in a Form Approved by the City Attorney's Office, with Qualified Buyers for Affordable Housing Units Located at 1353 Park Avenue, 1350 Woodside Avenue and 1835 Three Kings Drive, #25-10

(A) Public Hearing (B) Action

[Disposition of Property Staff Report](#)

[Exhibit A: REPC Template for PCMC as Selling Entity](#)

[Exhibit B: REPC Addendum template for PCMC as Selling Entity](#)

IX. ADJOURNMENT

X. PARK CITY REDEVELOPMENT AGENCY

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Authorize the City Manager and Mayor to Enter into Sales Contracts, in a Form Approved by the City Attorney's Office, with Qualified Buyers for Affordable Housing Units Located at 1353 Park Avenue, 1350 Woodside Avenue and 1835 Three Kings Drive, #25-10

(A) Public Hearing (B) Action

[RDA Property Disposition Staff Report](#)

[Exhibit A: REPC Template for RDA as Selling Entity](#)

[Exhibit B: REPC Addendum Template for RDA as Selling Entity](#)

IV. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals

needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m. Posted: See: www.parkcity.org

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

Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: David Everitt

Submitting Department: Executive

Item Type: Work Session

Agenda Section:

Subject:

4:35 p.m. - Park City Arts and Culture District Project Update

Suggested Action:

Attachments:

[Arts and Culture District Staff Report](#)

[Exhibit A: Park City Arts and Culture District Press Announcement - July 7, 2017](#)

[Exhibit B: Arts and Culture Design Services RFP](#)

[Exhibit C: Construction Estimate](#)

[Exhibit D: Sources and Uses](#)

[Exhibit E: Project Timeline](#)



City Council Staff Report

Subject: Park City Arts and Culture District Update
Author: David Everitt
Department: Executive
Date: July 9, 2020
Type of Item: Administrative

Recommendation

Provide feedback regarding the Park City Arts and Culture District proposed pre-development activities, fund sources and uses, the construction timeline, and other aspects of project development.

Executive Summary

“At this moment in time we have the rare opportunity to affect the complexion of an entire neighborhood. While successful on several levels, and certainly serving an important cross section of our community, the area is undergoing extensive redevelopment pressure. I’ve watched these redevelopment proposals go through many iterations, many missteps. We now have the opportunity to master plan the neighborhood based on the concept of arts and culture that are so essential to our sense of community.”

- Former Mayor Jack Thomas, July 2017

Over the last five years, the Sundance Institute, Kimball Art Center, and Park City Municipal planned carefully for and strategically invested their resources to begin the realization of the long-anticipated local Arts and Culture District. Since 2017, the City, in consultation the Kimball Art Center, Sundance Institute, and other community organizations participated in a series of initiatives to research the need in the community, identify assets and areas of opportunity, study various models for how to best capitalize on those assets and opportunities, and engage residents early on to articulate a long term vision for the Arts and Culture District.

The beauty and success of the District as envisioned lies in its synergies – between and among organizations and individuals working together to showcase local, national and international artists, certainly, but also in how it will manifest many of the priorities identified in community and City Council visioning exercises over the past few years. As a year-round employment center and a destination for locals and visitors alike, the District is a natural location for major community investments to further critical community priorities – Housing, Transportation, Social Equity, and Energy.

For example, strengthening the connections for pedestrians and cyclists will address significant gaps in the City's regional active transportation network. Affordable/attainable housing will be located on site to support the people who work in and around the District. Sustainable building practices and development are consistent with net zero goals. And the cultivation of local artists and artisans, by providing affordable space and community resources help achieve a more sustainable and socially equitable form of local economic and cultural development.

The latest community visioning strategic planning ([Park City Vision 2020](#)) asked residents to answer these questions:

1. What makes Park City the place that people wish to call home and how do the individual aspects of people and neighborhoods intersect to create a place where people live, work, visit and recreate?
2. What makes Park City special and what should Park City become?
3. What are the tangible and intangible elements of the community that, if lost, would fundamentally change the character of Park City?

This process concluded that the community desired to change the focus from a tourism-centered economy by focusing on smart, adaptable projects while keeping the “qualities that make (and have made) Park City an iconic and prestigious mountain town.” The District has been designed with this principle at its core. As the new center of creativity for Park City, the District will bring together visual, media and performing arts, immersive learning, culinary experiences, and community celebrations in one flexible indoor/outdoor space. Inclusive, accessible, and interactive, the District will provide a new home for Park City's creatives— a place for artisans, purveyors, makers, students, and residents of all ages and interests, to gather, mix, share, create and explore. While appreciating the tourism and snow economy, the District is designed for the year-round creative economy.

The development of this Arts and Culture District presents a rare opportunity in Park City – a project unlike any other in the state of Utah – and one that aims to invest and further so many core community priorities in a single, all-inclusive initiative. For all its potential, however, the immediate and long-term impacts of the COVID-19 crisis are at the forefront of considerations of next steps for the District. The easy path is clear – retreat, and inform the community and stakeholders of a project suspension due to the health pandemic and its economic and social impacts. The Transient Room Tax revenues, after all, are certainly impacted, and the City must refine cash flow projections for the next five years using conservative estimates accordingly.

Despite the easy path, the City's design team, stakeholders, and staff see a unique opportunity to continue the project and utilize the post-COVID-19 phase of recovery to fuel and galvanize local support and creativity. We believe the pandemic presents a host of potential opportunities for the City to capitalize on historically low financing costs and potentially favorable construction bids. Further, the project could contribute to shoring up the local economy through construction jobs, related economic recovery, and ultimately though creating long-term economic opportunity for the region's artists,

artisans, creatives, and non-profits. At the same time, the City recognizes that the District Partners will likely need to adjust their timing for their respective building projects while the economy recovers from the effects of the pandemic.

As the City finalizes the District's Master Planned Development application, pre-construction activities continue. Next steps include significant design and programming refinements, preparing governance and programming agreements, site utility and related infrastructure preparation, creating documents for demolition, excavation, and footings and foundation service bids, and pre-construction site preparation (environmental mitigation and demolition). These activities are projected to take around eight months, during which time the Council would review a final project budget and consider approving a contract with a construction management firm for construction of the City's buildings and public spaces.

Background

Assessment and Engagement

After many years of informal discussions, on July 20, 2017, Park City Municipal Corporation ("City") signed letters of intent with the Kimball Arts Center ("KAC") and the Sundance Institute ("SI") (collectively "Partners") to design and build a community-focused arts and culture mixed use development in Bonanza Park ("District").

Subsequently, the City announced the purchase of the Bonanza Park East properties and enacted a 1% Municipal Transient Room Tax ("TRT") effective January 1, 2018. (See Attachment A – July 2017 Press Statement). The Partners then issued a joint request for proposals ("RFP") for a community arts and cultural assessment. Webb Management Services conducted analysis based on the physical assets in Park City and Summit County and a series of interviews with local stakeholders and community members, which produced the [2017 Park City Cultural Facilities and District Feasibility Study](#) ("Feasibility Study"). In 2018, Summit County published the first phase of [Project ABC: Art, Beauty, and Culture](#), which included a cultural plan describing "a series of priorities and recommendations that support our local artists, nonprofits, businesses, makers, and creative dreamers."

Pre-Development Planning

On November 15, 2017, the City, in consultation with KAC and SI, issued an RFP for Arts and Culture District Mixed-Use Development Architectural and Engineering Design Services (Attachment B) and entered into an agreement with Lake|Flato Architects ("LFA") on January 15, 2018. LFA worked with the Partners and their respective design teams to master plan the site based on the Feasibility Study and prepare a Master Planned Development ("MPD") application for the Park City Planning Department. Simultaneously, LFA began to design the future City-managed facilities, which initially contemplated artist and maker studios, rehearsal and performance spaces, a media arts

center, culinary offerings, a significant affordable housing component, on-site transit infrastructure, and a large outdoor plaza.

In late 2019, the City published a request for qualifications for comprehensive pre-development coordination and construction oversight services. In February 2020, the City selected GTS Development to provide those owner's representative services for the City, and they began coordinating the necessary pre-development planning and land use entitlement work while LFA continued to refine the MPD application and City facility designs.

COVID-19

In March 2020, the COVID-19 pandemic brought massive social and economic trauma to Park City area, necessitating an early end to the winter season and thrusting the Partners into unknown territory. As a public entity, City faced a choice: pause the planning and design work in progress, or proceed cautiously in anticipation of eventual construction. Given the City's investment thus far, the potential to take advantage of favorable construction costs and cheaper debt financing, and to be ready if there was an opportunity to support local, state, or federal economic stimulus initiatives, the City continued with pre-construction design and planning. At the same time, staff continued to refine revenue estimates to evaluate cash flow projections for the construction of the City buildings and public spaces project through 2024. COVID-19's impact on the schedule for the SDI and KAC's facilities will likely result in adjusting the timing for considering their planning and development. The City recognizes that it must be flexible and adapt to the Partners' circumstances while progressing with its responsibilities in the development of the District.

As of today, the City has made significant progress on designs for its facilities along with overall District planning in anticipation of submitting the MPD this summer. A community-based design committee comprised of individuals with subject-matter expertise related to the proposed components of the District are in the process of identifying desired programmatic elements in order to advance LFA's architectural and planning work. And the City has begun to reintroduce the project to the general public after many months of behind-the-scenes planning and design work. Staff and the design team are excited to show how the MPD along with the City's building designs and program elements reflect the community's expectations.

Analysis

The City's next step in the development of the District is to proceed with pre-construction activities over the next eight months, including the MPD approval process, programmatic refining, detailed design and engineering for demolition and construction bid documents, site preparation and clearing, and the selection of a construction management firm for City facilities. Additionally, agreements regarding the District's governance and management will be prepared in consultation with and for consideration by the Partners.

Specifically, this phase of District development includes:

- Completing architectural schematic design and design development drawings;
- Completing the detailed programming effort;
- Commencing with interior finish-out work;
- Coordinating area utility needs;
- Creating early demolition, utility/excavation, and garage footing/foundation construction packages for bidding purposes;
- Developing an RFP and process for selecting a construction firm;
- Continuing with programming refinements, including an update to the area traffic study and further analysis to develop more optimal transit connections;
- Accelerating community engagement efforts;
- Refining project cost estimates;
- Developing governance and operating agreements;
- Developing operation and activation plans and budgets; and
- Commencing site preparation, including demolition and environmental mitigation as needed.

To take these next steps, the City needs to approve addenda to agreements with LFA and GTS so that both firms may continue with their planning and development work, which are scheduled for Council consideration subsequent to this briefing.

If approved, staff will return to the Council for consideration and approval of:

1. A contract for demolition services;
2. The construction budget;
3. Construction firm selection; and
4. Contract extensions for remaining design, development, and management services.

Funding Sources and Uses

As with any large initiative, sources and uses of funds evolve as the project's capital and operational scope and revenue projections are refined. District planning has always contemplated a phased approach to allow for the City Council to evaluate next steps throughout preconstruction activities.

Central to this evaluation is consideration of the short- and long-term impacts of COVID-19 on the City's 1% TRT. The City has set aside TRT revenues from the last few years, resulting in a positive fund balance ahead of anticipated expenditures. The pandemic has caused a reduction in TRT revenue estimates for fiscal year 2019-2020 through 2024-2025, which reduces the funding flexibility initially built into the plan for District funding in terms of both construction and operations. The City is approaching estimates conservatively at this point by not projecting a return to pre-COVID revenue levels until mid-2024.

Cash and bond proceeds issued against the 1% TRT revenue stream are the primary funding sources for pre-development planning and design. Sources for the actual construction of the District include:

- The City's TRT;
- Future proceeds from the sale of property to KAC and SI;
- Transit and transportation-related funds for the transit-related portion of the project;
- Proceeds from the voter-approved walkability bonds to strengthen connections in and around the District and resolve major connectivity gaps between several community walkways and trails;
- Funds related to affordable housing, including the City's Lower Park Avenue Redevelopment Area's housing pipeline funds (for land and 20% of the construction costs) and a Park City Housing Authority Rent Revenue Bond (for the remaining 80% construction); and
- Capital improvement funds as identified in the Capital Improvement Plan for related infrastructure projects, such as power line relocation, water and sewer line upgrades, and traffic management improvements.

The following are factors that could affect the project's planning and development schedule:

- Transit and Housing funds transfer some funds by summer 2021;
- KAC and SDI purchase land from the City by summer 2022;
- A second TRT bond is issued in late 2022;
- TRT revenues regain pre-COVID levels by FY26;
- The District requires an operating subsidy of ~\$250,000 annually; and
- The transit revenue gap is filled, or project cost reduced, or phased (see below).

Currently, there is a funding gap of approximately \$5 million associated with the construction of the transit-related facilities. Staff anticipates addressing this shortfall by securing funding that has a transit nexus within the next two years and at the same time refining the design to reduce or stage estimated expenses in a manner that allows for flexibility of the use of the underground transit space.

Staff have also identified additional potential sources for construction-related funds if needed in the future, including capital funds, the additional resort sales tax, and property tax increment that could be sourced by the creation of a new Community Reinvestment Area.

The estimated share of costs borne by the City for the planning, development, construction, and opening of the District is \$69.8 million, excluding powerline and/or substation relocation, road reconstruction, and other improvements outside the District boundaries where separate funding sources have been at least preliminarily identified. (See Attachment C – Construction Estimate.) This number includes significant contingencies (approximately \$14.3 million) while staff and GTS, in coordination with LFA and MHTN (LFA's local subcontractor) continues to evaluate estimated expenses.

Roughly \$18 million is for affordable housing, and approximately \$8 million is budgeted for transit infrastructure.

See Attachment D for details on sources and uses of funds for the District through construction.

Timeline

The following are major timeline elements for the District's development moving forward:

- Submit the MPD application – July 2020
- Council consider contract for demolition services – September 2020
- Commence demolition – November 2020
- Council consider contract for construction services – November 2020
- Commence footings and foundation construction – April 2021
- Commence above-ground construction – June 2022
- Opening – November 2023

See Attachment E for current timeline estimates and project workflow.

Related Project and Issues

As District development progressed, City staff and the design and development teams are addressing a number of related issues, including:

- How transit will best serve the District (and the District serve transit) from a regional perspective;
- Active transportation connectivity in the Iron Horse/Bonanza Park/Prospector area;
- Regional traffic and parking considerations;
- The relationship between the City's Homestake parcel, the District, and the development of other adjacent properties;
- The potential to underground power lines and/or relocate the electricity substation in the area;
- Economically viable options for mitigating contaminated soils; and
- Complimentary street designs for Munchkin Road, Homestake Road, and Woodbine Avenue.

Attachments

- A. July 2017 Press Statement
- B. RFP for Arts and Culture District Mixed-Use Development Architectural and Engineering Design Services
- C. Construction Estimate
- D. Fund Sources and Uses
- E. Construction Timeline



CONTACT:

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EMBARGOED for release on July 7, 3pm (MT)

Park City Secures 5.25 Acres to Create City's First Dedicated Arts & Culture District

Anchor partners include Sundance Institute & Kimball Art Center

PARK CITY, UT (July 7, 2017) - Park City Mayor Jack Thomas and City Council announced today a major new initiative to solidify Park City's rich history of arts and culture. On July 13 and 20, the Park City Council will consider approval of a purchase agreement for a 5.25-acre parcel in the City's Bonanza Park neighborhood for \$19.5 million to form the City's first-ever Arts & Culture District, with Sundance Institute and the Kimball Art Center as anchor partners. Park City plans to impose a one-percent transient room (lodging) tax to pay for the initial land purchase and development of the site. Sundance Institute and the Kimball Art Center have signed letters of intent to purchase land in the new district from the City and will participate in a joint planning process with the City, with the goal of building venues as part of the district.

"Artists help preserve the soul of their communities," said Mayor Thomas. "This district will enhance our town and community over the long term, and collaborating with two of Utah's most recognized cultural institutions will galvanize Park City's place as a cultural hub of the West."

In addition to Sundance Institute and the Kimball Art Center building headquarters and art venues for their respective organizations, the district will house other arts and culture-related amenities and infrastructure, including a transit hub, parking, commercial space, and affordable/attainable housing for residents and artists.

"Park City has been home to our Sundance Film Festival for more than 30 years, and together we have supported and celebrated filmmakers from around the world," said Keri Putnam, Executive Director of Sundance Institute. "We are excited to explore how the creation of a permanent space in Park City can help advance our nonprofit mission to support independent artists throughout the year."

"We could not be more thrilled to be partnering in this project," said Kimball Art Center Board Chair Maggie AbuHaidar. "More than forty years ago, arts enthusiast Bill Kimball created a gathering place for the Park City community to experience the transformative

power of the arts. This joint venture with the City and the Sundance Institute will take Mr. Kimball's mission to the next level, by creating a new and inspiring gathering place, with increased access to arts education, exhibitions and events, in the heart of Park City."

"From a municipal perspective, the Park City Arts & Culture District is unique: it will advance the arts and culture economy in Park City and generate revenue for key programs without raising taxes on local residents," said Capital, Debt & Grants Budget Manager Nate Rockwood. "It will also help diversify and complement the major drivers of our resort economy by providing year-round programming for residents and visitors."

The design and planning process is expected to begin as early as August. Through this joint planning process, the City will strive to create a district that inspires creative expression while ensuring design compatibility and compliance with the General Plan and Land Management Code. This will allow Park City to collaboratively shape the future of the Bonanza Park area by partnering to secure approximately 20 percent of the landmass in the area and developing a vision of a sustainable, walkable, livable, vibrant community Arts & Culture District.

ELEMENTS OF THE AGREEMENT

- Park City intends to purchase 5.25-acre parcel in Bonanza Park for \$19.5-million to create the Park City Arts & Culture District.
- Funds for purchase, development, and maintenance will be generated by overnight visitors via a one-percent municipal transient room tax. No additional taxes assessed on Park City residents.
- Sundance Institute and the Kimball Art Center will purchase from the City the land. The Kimball Art Center intends to develop new public arts facilities and organizational headquarters on the property, and Sundance Institute intends to build an arts venue and year-round office. In the event either organization chooses not to build on the property, they will have the right to resell the land to the City or a third party.
- The District will be jointly planned, designed, and executed through a public-private partnership composed of Park City Municipal, the Sundance Institute, and the Kimball Art Center.
- This initial agreement specifies that Park City, Sundance Institute, and the Kimball Art Center will engage in a collaborative planning and design process. This process will strive for a design that is both artistically and architecturally significant and compatible with Park City's General Plan and zoning and Land Management standards, such as height and design standards.
- Park City will build and own underground, surface, and structured parking facilities that will support the use of the district.

- Park City will build and operate the Bonanza Park Transit Hub within the district.
- Park City will create open spaces and common areas in addition to approximately 60,000-to-90,000 square feet of City-owned building space designed to support and complement the arts and culture concept.
- Community benefits include diversifying the local economy and destination offerings; expanding and enhancing the local arts and culture base; and providing cultural amenities for residents and visitors.

BY THE NUMBERS

- **Park City Arts & Culture District:** 5.25 acres
- **Sundance Institute Office:** 45,000 square feet (projected). Facility will include archive space.
- **Kimball Art Center:** 30,000-to-40,000 square feet (projected). Facility will likely include galleries, studio and maker spaces for painting and drawing, ceramics, metal-working, glass fusion and other disciplines, photo labs, and an interactive children's center.
- **Parking:** 400 spaces, provided through a combination of surface, garage, and underground facilities. City will fund and maintain.
- **Mixed Use Space:** 60,000-to-90,000 square feet, including a mix of retail, dining, and office units, as well as potentially affordable/attainable housing.
- **Collaborative Planning & Design Process:** 2017–2018
- **Projected Groundbreaking:** 2019

###

About Park City Municipal Corporation

Park City Municipal Corporation is a political subdivision of the state of Utah. A former silver mining town, Park City is now home to two world-class ski resorts and was the mountain host for the 2002 Salt Lake City Olympic Winter Games. The town of 7,500 also hosts many special and cultural events, including the [Sundance Film Festival](#) and [Kimball Arts Festival](#). Park City has been named America's Best Mountain Town by *Travel & Leisure Magazine*.
www.parkcity.org

About Sundance Institute

Founded in 1981 by Robert Redford, Sundance Institute is a nonprofit organization that provides and preserves the space for artists in film, theatre, and new media to create and thrive. The Institute's signature Labs, granting, and mentorship programs, dedicated to developing new work, take place throughout the year in the U.S., primarily at the Sundance Mountain Resort in Utah, and internationally. Sundance Institute serves as a dynamic incubator of film, theatre and music artists, connecting audiences

About Kimball Art Center

The Kimball Art Center (KAC) is dedicated to providing arts access, education, engagement and experience to everyone. Through its exhibitions, educational arts programs and events, KAC provides a platform and a place for artists and arts enthusiasts to come together to explore, celebrate, develop and cherish the creative spark that lives within us all. KAC believes that art brings meaning, joy, direction, community enhancement and inspiration to the 85,000+ community members the center serves each year. KAC knows that art changes lives and brings people together, sustaining Park City's vibrant community and catalyzing positive change in the world.

18



Park City Municipal Corporation
in partnership with
Sundance Institute and the Kimball Art Center

**Arts and Culture District Mixed-Use Development
Project**

Request for Proposals
**Architectural and Engineering Design
Services**

Submittal deadline: By Friday, December 1, 2017, at 4:00 pm

Park City Municipal Corporation
Community Development Office
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060
(435) 615-5177
Staff contact: Anne Laurent
Email: anne.laurent@parkcity.org
RFP Website: <http://www.parkcity.org>

**NOTICE OF REQUEST FOR PROPOSALS FOR ARCHITECTURAL
AND ENGINEERING DESIGN SERVICES**

Park City Municipal Corporation ("PCMC") in partnership and collaboration with Sundance Institute and the Kimball Art Center, is seeking the services of a qualified design team to prepare design, engineering, and construction drawings for the following project:

Arts and Culture District Mixed-Use Development Project

RFP AVAILABLE:

A copy of the RFP can be obtained electronically by emailing anne.laurent@parkcity.org. Any modifications or addendums will be made in redlined form on the website on Tuesday, November 28, 2017, by 5:00 pm.

PROPOSALS DUE:

Proposal submittals must be received **by e-mail by 4:00 pm on Friday, December 1, 2017**, at: anne.laurent@parkcity.org.

PROJECT LOCATION: Bonanza Park, Park City Utah, more particularly described as parcel numbers PSA-46-A, PSA-46-RE-B, PSA-46-RE-C, PSA-46-RE-D, KBC-A, KBC-B, PCA-110-G-1, PCA-110-G-2-A, and PCA-110-G-3.

OWNER/CONTACT: Anne Laurent, Community Development Director
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

All questions shall be submitted in writing no later than Monday, November 27, 2017, by 5:00 p.m. via e-mail to: anne.laurent@parkcity.org

Park City Municipal Corporation reserves the right to reject any or all proposals received for any reason. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

I. Project Description

Park City Municipal Corporation (PCMC or the City) in partnership and collaboration with Sundance Institute (SDI) and the Kimball Art Center (KAC) as the primary anchor owner-occupants, seeks proposals for survey, platting, architecture, engineering, and construction administration services for an Arts and Culture District mixed-use project property currently under contract in the Bonanza Park area as well as the surrounding public roads and accesses. The work outlined in the RFP includes survey and platting, planning, entitlements, architectural and engineering design, construction documents, and construction administration for both properties. PCMC is seeking responses from architects licensed in the State of Utah, or partnered with architects licensed in Utah, to act as the Primary Architect for the project.



While Park City has hosted the Sundance Film Festival since 1985 and the Kimball Arts Festival since 1976, the City Council, led by outgoing Mayor Jack Thomas (an architect by profession), embarked to cement the City's place as a center for arts and culture for future generations. In July 2017, PCMC signed letters of intent with SDI ([Letter of Intent - Sundance Institute](#)) and KAC ([Letter of Intent – Kimball Art Center](#)), and entered into a purchase agreement for 5.25 acres at the southwest corner of Kearns Blvd. and Bonanza Drive in Park City, Utah. There are some known goals and the consultant should expect to work closely with the Mayor, the community, and lead staff to create a successful vision for a community altering project. The SDI and KAC desire to locate their headquarter operations in the Arts and Culture District (District). In addition to new SDI and KAC facilities and amenities within the newly established A

District, PCMC intends to develop sub-grade and surface parking, a bus transit hub, multi-use open areas, and additional support retail, food and beverage facilities, housing, and potential other commercial uses that support the goals and priorities of the District. The following information is provided to offer an idea of the scale of the project; however, this information is also preliminary and conceptual and intended to change as the initial planning and programming of the site develops further.

- PCMC will build and own structured and surface parking to meet the needs of the new development.
- PCMC will build and own a bus transit facility on the site.
- SI, KAC, and PCMC have agreed to jointly design the new Arts and Culture District.
- The Master Plan Development and Plat Amendment process through the Planning Commission and City Council will conform to the height and design standards included within the General Plan, Land Management Code, and other relevant regulatory requirements.
- The new Arts and Culture District should complement Park City's Historic Main Street and Prospector Square, creating synergy with the City's many existing galleries and art and cultural offerings.
- PCMC will develop between 60,000 and 90,000 square feet of additional building space plus walkways, plazas, and outdoor amenities that contribute to the vibrancy of the new development.
- SI anticipates a new film festival headquarters that is approximately 40,000 to 50,000 square feet including exhibit, theater, and office spaces.
- KAC anticipates a new 30,000 to 40,000 square foot facility including gallery, studios, and office and entertaining space.

Arts and culture programs, services, and activities play an important role in a community's social and economic well-being. Activities may include festivals, live performances, films, exhibits, art education, public art, and social gathering. Additionally, the Arts and Culture District will be used year-round as a destination area for both tourists and local residents, have the ability to be transformed and used for special event activities, and be a net-zero energy development focused on the long term health of the community. Webb Management Services, Inc. was hired to research and inform refining and defining the new district goals, scope, and operational management strategy to incorporate into the design.

The City has conducted extensive community engagement and education efforts focused on gathering input on the community priorities in the Arts and Culture District area, which shall be incorporated into this design consultant's work products as outlined in the scope of work. The Primary Architect will develop the schematic drawings and work with the project team to finalize the project scope and budget. At the discretion of PCMC, award of the contract may be considered to the primary architect to take the drawings through to completion of construction drawing and construction administration. Should additional tasks beyond schematic design be awarded, the primary architect will also be the "Architect of Record", and be the primary interface with the City agencies in the permit and construction tasks, and shall sign and seal appropriate drawings, statements, and certifications. They will also provide input as appropriate during all tasks of design on codes and standards in Park City and conformance thereto. Additionally, the Primary Architect will complete the necessary entitlement, planning process, and obtain any required governmental approvals and permits with Park City Community Development.

II. Site Information

Zoning & Existing Conditions

The current Park City Municipal Land Management Code (“LMC”) identifies the zoning on the subject site as General Commercial (“GC”). The proposed building and site improvements lay across several City-owned metes and bounds parcels. Prior to construction, the City’s LMC requires the property to be included within a platted subdivision and that all improvements meet all of the requirements for the zone. PCMC will provide site survey information (available upon request) and conduct necessary platting approvals to identify a developable lot of record, concurrent to the design process. PCMC will also procure preliminary soil (geo-tech) and environmental information on the site. Design is required to address overhead power lines and options for site development based on soil conditions.

III. Scope of Work

The proposal to PCMC shall outline an approach to the needs listed below and shall include an estimated range of total costs to perform the following work for all tasks. The City will initially contract with the selected proponent if awarded by the City Council for only Task 1 (Schematic Design and Design Development). At the end of Task 1, there is no assumption the City will proceed into Task 2 and 3 with the same consultant selected for Task 1. Task 2 and 3 fees should include percentages of the construction cost estimate at the completion of design development documents. If the City desires to proceed with Task 2 and 3 with the same consultant, the final fees will be finalized and a new contract based on the proposed fees will be awarded, at the discretion of the City Council and executed prior to the notice to proceed for Task 2 and 3. Although the design consultant awarded this contract will see the services for the entire site though Task 1 at a minimum, SDI and KAC will select and fund the final design of their buildings independently of the City either during or after the land use entitlements are approved. The award of this contract does not prohibit the selected firm from working with SDI or KAC.

The proposal to PCMC shall outline an approach to the following needs for both lots and shall include an estimated range of total costs to perform the following work. It is anticipated that the specific services to be provided by the Consultant Design Team will include:

- All required Architectural/Engineering (Architecture, Structural, Survey, Civil, Mechanical, Plumbing, Electrical, Acoustic, Landscaping and Site Design, Interior Design, Sustainable/Net-Zero Design, and a Parking Structure Design) – Schematic Design through Construction Administration
- Master Planned Development and Plat Amendment Land Use Entitlements (Application through approval)
- Project Management of Design Services Team
- Public Outreach/Communications
- Integration of Arts & Culture District Consultant Goals and Findings
- Integration of the contracted Traffic, Transit, and Multi-Mode Study Goals and Findings connecting the project to the neighboring areas, Main Street, and the greater area trail system
- Integration of selected/commissioned Public Art
- Achieve Sustainability/Net-Zero through the City’s established ordinance ([link to resolution](#))
- Cost Estimating at each phase of the design

Anticipated Duration of Tasks

Task 1 (6-9 months)	Public Outreach, Concept, Schematic and Design Development Design Documents and Obtaining Land Use Entitlements
Task 2 (1 year)	Final Design, Construction Documents, and Building Permits
Task 3 (2-3 years)	Construction Administration

Task 1 – Project Management, Concept Design, Schematic Design, Design Development and Land Use Entitlements

Project Management and Review Concept and Documents

- Organize and document weekly team meetings.
- Review work completed to date including Goals, Scoping, Site Assessment, Concept Design, Net-Zero goals and housing program.
- The concept plan has been reviewed by the City Council KAC and SDI Boards and the Concept Plan details will be provided to the team awarded the project.
- Complete a preliminary land use and building code review with the City to confirm requirements for zoning, entitlements, land use, site, utilities, and building construction permits (including Fire, Life, and Safety issues).
- Detailed schedule for the document and land use entitlements

Deliverables:

- Agendas / Summaries weekly team meetings.
- Work Plan, including schedule showing all submittals.
- Schedule

Develop Concept and Schematic Design

- Develop the schematic design including plans, elevations and cross sections, as well as three-dimensional project massing and computer imaging.
- Conduct a boundary survey and supplement the topographic survey if necessary.
- Prepare a subdivision / condo plat for the project in accordance with the Park City LMC.
- Prepare a preliminary estimate of probable project costs.
- Coordinate with utility companies to help develop Schematic Design plans.
- Develop criteria that will capture the most cost-effective sustainable design components.
- Develop a preliminary material template, building elevations, and site and building sections to illustrate the overall site character.
- Support the City's outreach process by supplying graphic materials representing building and site plans, material examples, and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website. The City shall take the lead in all public outreach efforts.
- Evaluate the value of engaging a Construction Manager/General Contractor (CMCG) in the design and construction process, in coordination with the City, based on the service needed, abilities of the contractor, the uniqueness of the service, and the cost of the service, and general performance of the contractor.
- Assist the City in the advertisement, interview, and selection of a CMAR if a CMAR process is determined to be appropriate

Deliverables:

- Technical memo, plans, elevations, and building massing drawings (written and graphic form) identifying the size, range of amenities, functional arrangements such as parking,

access, circulation, and general building arrangements, and the relationship of new construction to existing facilities.

- Graphic materials representing building and site plans, materiality and project layout for the purpose of public meetings, City Council meetings, and posting on the City's project website.
- Site plan, floor plan(s), sections, an elevation, and other illustrative materials through computer images, renderings, or models. The drawings shall include overall dimensions.
- Supplemental topographic Survey
- Subdivision Plat
- A final schematic design level estimate of probable costs for the entire project budget />including construction costs, soft costs, miscellaneous, and other owner's costs. A third party estimate will be necessary for independent cost estimating.
- Anticipate three (3) public meetings for presentation including City Council and Planning Commission.
- Possible refinement of drawings based on public meetings and reviews.
- Proposed plan and assumption of costs to meet the City's Net-zero goals.
- An updated project schedule.

Design Development

- Prepare and submit for the City's approval, Design Development documents consisting of plats, drawings, delineation of equipment, mechanical and communications requirements, colors and final selection of materials, specifications, and other documents, all of which fix and describe the architectural, mechanical, and electrical systems conforming to Park City Green Building standards and Net-zero goals.
- Prepare a life cycle cost analysis to assist in final systems decisions.
- Work with City and utility companies to produce Design Development drawings and plans.
- Update estimate of probable project costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Perform cost effectiveness adjustments to design as required by the City.
- Prepare all necessary documents for value engineering to assist City representatives in making value engineering decisions. Prepare any additional designs and/or specifications as a result of value engineering. If CMAR is used, the design team will participate in the selection process and work with the CMAR firm with cost verification services.
- Present the Design Development drawings to Planning Commission (2-3 meetings for Master Plan Development) and to City Council (1 meeting).
- Provide for development entitlements for Planning, Zoning, Building, and Engineering requirements.
- Cost estimate and schedule of construction.

Deliverables

- Updated, Design Development level technical memo, plans, elevations, building drawings and computer imaging further clarifying the size, range of amenities, functional arrangements such as parking, access, circulation, and general building arrangements.
- A technical memo clearly presenting a life-cycle cost analysis of proposed building systems and materials.

- Necessary approvals from regulatory agencies for entitlements and permits.
- A final Design Development level estimate of probable costs for the entire Project Budget including construction costs, soft costs, miscellaneous and other owner's costs.
- An updated project schedule.
- A value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.
- Weekly (or schedule as determined by Team) meetings.
- Participation and presentation materials for public meetings including, but not limited to 3D renderings, models, fly-throughs.

Task 2 - Construction Document Development Tasks

Construction Document Development

- Prepare and submit for approval drawings and specifications ("Contract Documents") setting forth in detail the requirements for construction of the project based on value engineering decisions made at the Design Development level. The Construction Documents will:
 - comply with applicable laws and regulations including, but not limited to, building regulations and occupation safety and health regulations enforced at the time the Construction Documents are issued; and
 - comply with Utah State Code and Procurement Policies of Park City.
- Update revised estimate of probable construction costs. Consultant will promptly advise the City of the impact that special design details, materials, and equipment items may have on construction costs.
- Prepare all necessary documents for value engineering to assist City staff in making value engineering decisions. Prepare an alternative design as a result of value engineering. If CMAR is used, the design team will work with the CMAR firm for cost verification services.
- Prepare and submit 100% Construction Documents to the Park City Building Department for their plan/permit review. Revisions, corrections, and additional information may be required.
- Assist the City in the selection of Special Inspectors required by the project.

Deliverables

- In addition to the materials, drawings, and documents described above, provide the following:
 - A final technical memo clearly presenting a life-cycle cost analysis of anticipated building systems and materials.
 - A final construction level estimate of probable costs for the entire Project Budget, including construction costs, soft costs, miscellaneous and other owner's costs.
 - An updated project schedule.
 - A final value engineering report identifying line item costs and the pros and cons of possible revisions to proposed materials or design necessary to meet the project budget.

Task 3 – Construction Contract Administration

Construction Contract Administration

- Assist the City (and CMAR) in developing bid document packages, in obtaining bids, and in evaluating bids by providing all documentation needed for proper bidding and contract preparation.

- Assist in the preparation of instructions to bidders, issuing addenda, and organizing and leading the pre-bid conference.
- Assist in the review and evaluation of bids.
- Provide a Construction Document Set that incorporates all addenda during the bid period and all value engineering decisions made as a result of the bid process.
- Upon the construction contract award by Park City, lead the pre-construction conference.
- Visit the site at intervals appropriate to the stage of construction, as agreed to by Consultant and the City (and CMAR), to become familiar with the progress and quality of the work completed and to determine in general if the work is being performed in a manner indicating that the work, when completed, will be in accordance with the Contract Documents.
- Immediately notify the City of any problems it discovers or observes. Consultant will submit a written report to the City within three (3) days after each observation outlining items observed, specific findings, discrepancies in the work and problems reported, and time spent on the jobsite.
- Review and approve or take other appropriate action upon RFIs (Request for Information) or submittals, such as shop drawings, product data and samples, for the purpose of determining if the work affected by and represented in such submittals is in compliance with the requirements of the Contract Documents. Consultant's review is not intended as an approval of construction means, methods, techniques, sequences, or procedures, nor to relieve the responsible contractor of full responsibility for any error or deviation from the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no delay in the work, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. The Consultant shall keep a computerized log of all RFIs and submittals.
- Review all change orders, verify all costs, and make recommendation for payment or appropriate action.
- Prepare changes to the Construction Documents to reflect approved changes in the scope or nature of the work.
- Be present during initial start-up of systems.
- Participate in pre-final and final observations of the work to determine if the work is complete and in accordance with the Construction Documents. Prepare discipline specific punch lists for incorporation into City's punch list.
- Prepare a set of reproducible record drawings (as-built) in PDF format showing significant changes in the work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor to the Architect. Such drawings shall be provided for the City's general information only, and Architect shall not be responsible for errors or omissions in record drawings regardless of the source of information relied upon for the preparation of such drawings.

IV. Submittal Requirements

A. Cover Letter (maximum of 1 page)

Present a brief understanding of PCMC needs based upon the information provided in the Scope of Work. Summarize qualifications most relevant to this project. Identify team, and clearly indicate the single contact and authorized representative (principal-in-charge) of the respondent with mailing address, telephone and fax numbers, and e-mail address. The representative shall

certify that the information provided in response to this Request for Proposals is true and accurate.

B. Statement of Qualifications (Maximum of 8 pages)

Each respondent must demonstrate in their submittal that they have the professional capabilities and the organizational and administrative experience needed to accomplish this project. A concise presentation will be appreciated. The page count does not include index, dividers, or separation sheets that contain no information, or short-form resumes of team individuals.

The Statement of Proposals should contain specific responses to the following requested items:

- 1. Statement of Approach of Team:** Describe the specialized experience and project approach of the team. Indicate the team leader and his specific role. Briefly discuss the approach to team management and organization. Describe the firms' approach to conceptual site planning for housing projects, cost estimation, and control.
- 2. Understanding of Work and Outline of Project Schedule:** Demonstrate knowledge of work to be performed. Provide an outline of the schedule noting the critical path items. If team believes there are potential challenges, those challenges should be noted along with potential solutions to address these challenges.
- 3. Specific Arts and Culture District Development Experience:** Provide information on similar or relevant art and culture development design projects that team members have executed. Describe the artistic vision and operational goals that influenced the design decisions. Note projects completed within budget and schedule.
- 4. Sustainable Development:** Describe the firm(s) commitment to environmentally sound and sustainable practices, and professional experience in applying sustainable practices to reach net zero in new construction. Specific examples of delivering net zero projects should be highlighted.
- 5. Firm/Team Qualifications and Experience in Park City:** Demonstrate professional experience in site planning, housing design, infrastructure design, cost estimation, and implementation. Examples of recent previous work are required as well as descriptions of the scope of work and management tasks provided by the firm or team. *Photographs of completed projects are encouraged.* Demonstrate recent, relevant experience particularly in the Park City market and specifically in the affordable housing market.
- 6. Proposed Project Team Members:** Submit a written description of the team composition, disciplines, and the primary role of each firm or individual on the team indicating respective roles, responsibilities and related experience and qualifications. Also include an organization chart. The information must clearly indicate the team leader for the team for this project and the responsible party in each firm who will be providing the required professional experience. If a team approach is used, provide example of projects completed by the team.
- 7. Individual Experience:** Provide a description of the background of the key members of the team and their specific participation in previous projects that would directly relate to the work to be done for this project. This may be done in descriptive text or in a short-form (one page or less) resume.

8. **Quality Control:** Describe the ability to undertake and complete quality projects on time and within budget. Indicate current workload and the capacity of the firm to undertake this project. Has the firm or individual engaged in litigation, arbitration, or mediation as a result of design errors of omission? If yes, please explain.
9. **List of References:** List three (3) references with which the team or key members of the team have worked in the last five (5) years, for projects of similar size or scope, indicating projects done. Provide all contact information, such as address, telephone number, fax number, and email address. Proposals that do not provide a completed section for references will not be considered further.

C. Supplemental Material (Maximum of 4 pages)

The respondent can provide supplemental material to support the firm's selection for this process.

D. Work Plan

Provide a preliminary work plan identifying the tasks to be accomplished, the positions or individuals anticipated to execute each task, hours anticipated for each task, and proposed deliverables proposed schedule, management plan, and timeline for completing the project. The exact scope, timeline, deliverables, and Not-to-Exceed total for Services will be negotiated with the selected Consultant Design Team prior to execution of the contract.

E. Evidence of Ability to Obtain Insurance.

1. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury, and property damage. The respondent shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the State risk manager every two (2) years and stated in Utah Admin. Code R37-4-3.
2. **Automobile Liability** insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
3. **Professional Liability** (Errors and Omissions) insurance written on claims made basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence.
4. **Workers Compensation** Workers Compensation insurance limits written as follows:

Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;
Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee,
Five Hundred Thousand Dollars (\$500,000) policy limit.

5. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the respondent and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, 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.
6. The respondent'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.

F. Service Provider/Professional Services Agreement Statement. A copy of the City's standard Service Provider/Professional Services Agreement is included in the Attachments Section of this RFP. Please include a statement indicating that you (1) accept the Agreement as is or (2) propose changes and specify. **The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with the City's insurance/indemnity provision) will count against a proposal).**

V. Fee Schedule

The fee for Task 1 should be outlined with the proposed costs for the services including:

- Fixed hourly rates for the Conceptual, Preliminary, Schematic, and Design Development
- Percentage of the Design Development Cost estimate to be used as a basis for the Construction Documents and Construction Administration Phase
- The Fixed hourly rates are to show the persons who will be assigned, titles, and applicable rates. For example: John Smith, Architect I, \$75 per hour
- Any additional reimbursable expenses

The fee for Tasks 1 of work will be done with a not to exceed total amount. The proposal must include a list of hourly billing rates for all personnel involved in the project for the Lead Consultant as well as Sub-Consultants in the case of addition of mutually agreed upon scope. A not-to-exceed fee (including estimated hours or a flat rate and any additional reimbursable expenses) proposal for Services shall be submitted as part of the proposal. The exact scope, timeline, deliverables, and not-to-exceed total will be negotiated with the selected Consultant Design Team prior to execution of the contract for Task 1.

The City will contract with the selected proponent at the discretion of the City Council for only Task 1. At the end of Task 1 Schematic Design, the City reserves the right at their complete discretion to proceed into Tasks 2 and 3 with the same consultant via a new negotiated contract, or procure a team through a new RFP/procurement process. Proposals shall include a Task 2 and 3 estimated fee proposal. Task 2 and 3 fees should include estimated percentages of sub-consultants of the total design fees. If the City desires to proceed with Tasks 2 and 3 with the same consultant, the fees will be negotiated and a new contract based on the proposed fees will be awarded and executed prior to the notice to proceed for Task 2 and 3.

Price may not be the sole deciding factor.

VI. Selection Process

All respondents must address submittal requirements outlined in **Section IV, Submittal Requirements**. Each respondent bears the sole responsibility for the items included or not included in its submittal. Deviations from or exceptions to the terms and specifications contained within this RFP, if stipulated in a submittal, while possibly necessary in the view of the submitting respondent, may result in disqualification.

After evaluation of the complete proposals received in response to this RFP, City staff and other community representatives as part of the selection committee may conduct interviews with one or more respondents.

During any interviews, respondents will be encouraged to elaborate on their qualifications, experience, performance data, project approach, and staff expertise relevant to the project. PCMC expects the key personnel proposed for the project to be present at the interviews.

At the conclusion of the interviews, the Selection Committee shall rank, in the order of preference, the respondents whose professional qualifications and proposed services are deemed most meritorious.

Negotiations, including the final scope of work, shall then be conducted with the respondent ranked first. If a contract satisfactory to PCMC can be negotiated at a fee considered fair and reasonable, the award shall be made to that respondent. Otherwise, negotiations with the respondent shall be formally terminated and the City will move on to the next respondent.

PCMC's policy is, subject to Federal, State, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

PCMC reserves the right to complete the selection process without proceeding to an interview process, and may choose to select based on the information supplied in the Statement of Qualifications. PCMC reserves the right to select the respondent(s) whose qualifications, in the City's sole judgment, best meet the needs of the City. Award of contract is subject to approval by the City Council of Park City.

Proposals lacking required information will not be considered. If respondents utilize third parties for completing RFP requirements, list what portion of the RFP will be completed by third parties and the name, if known, of the third party.

Evaluation Criteria Weighting

CRITERIA	Weighting
QUALIFICATIONS	
Understanding of work to be completed; responsiveness of the proposal to the requested scope of work.	15 percent
Qualifications/expertise of team members designing mixed use commercial design including arts and performance facilities, active outdoor spaces that are used flexible and programmable for special events and activities, transit and structured parking facilities.	35 percent
Qualifications/expertise of team members in net zero design.	15 percent
Expertise in following the Park City planning, building, and engineering approval processes.	5 percent
Experience completing successful projects in Park City / Summit County Projects or similar resort communities.	5 percent
SCHEDULE	
Approach to the project and schedule outlining critical path items.	15 percent
COST	
Proposed Fee Schedule	10 percent

VII. Submittal Instructions

Proposal submittals must be received **by e-mail by 4:00 p.m. on December 1, 2017**, at: anne.laurent@parkcity.org . E-mails should be no larger than 7 megs. Respondents must ensure receipt of materials by the time and date specified.

Statements should be signed by a duly authorized official(s) of the firm(s). Consortia, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one contractor or legal entity which is not a subsidiary or affiliate with limited resources. Each submittal should indicate the entity responsible for execution on behalf of the team. If the firm submitting the proposal utilizes third parties for completing the RFP requirements, list what portion of the proposal will be completed by third parties and the name of the third parties.

Firms or teams will be evaluated, among other things, as to relevant experience, ability to begin and complete the work, and feedback from references. Proposals will be good for sixty (60) days. Submissions will be subject to the Government Records and Retention Management Act ("GRAMA") and may be subject to disclosure unless otherwise designated by the respondent pursuant to UCA § 63G-2-309, as amended.

VIII. Tentative Schedule of Selection Process and Project:

1. Responses to the RFP deadline:	By 4 p.m. on December 1, 2017
2. Interview for Selected Respondents:	December 11 & 12, 2017
3. Selection of Firm:	Week of December 11, 2017
4. Finalize and Award Contract:	December 21, 2017
5. Notice to Proceed:	December 22, 2017
6. Schematic/Design Development:	Winter/Spring/Summer 2018
7. Secure Land Use Entitlements	Summer/Fall 2018
8. Construction Documents	Fall 2018 to Spring 2019
7. Break Ground	Spring 2019
8. Construction	Spring 2019 to Fall 2021

IX. Requests for Additional Information

Any questions concerning the submittal or the project shall be sent in written form via email inquiry to the attention of Anne Laurent, at anne.laurent@parkcity.org by no later than Monday, November 27, 2017, at 5:00 p.m. If you wish to receive a copy of all questions received and responses provided, please check the City website each Friday evening.

Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

**PARK CITY MUNICIPAL CORPORATION
SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in duplicate this ____ day of _____, 20__, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and _____, a _____, ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as "Exhibit A" and incorporated herein (the "Project"). The total fee for the Project shall not exceed _____ Dollars (\$_____).

The City has designated _____, or his/her designee as City's Representative, who shall have authority to act in the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

No work shall occur prior to the issuance of a Notice to Proceed which cannot occur until execution of this Agreement, which execution date shall be commencement of the term and the term shall terminate on _____ or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all “extra” work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as “Exhibit B,” or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or her designee on forms approved by the City Manager, an invoice for services rendered during the pay period. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- F. Service Provider acknowledges that the continuation of this Agreement after the end of the City’s fiscal year is specifically subject to the City Council’s approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.
- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized

representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.

- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming and exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.
- B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individuals(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the City, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Service Provider; and provided further, that nothing herein shall require the Service Provider 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 Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2-105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

The Service Provider 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 Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period and tail coverage will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.
- D. Workers Compensation insurance limits written as follows:
Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident;
Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollar (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider'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.

9. TREATMENT OF ASSETS.

Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.
- D. If this Agreement is entered into for the physical performance of services within Utah the Service Provider shall register and participate in E-Verify, or equivalent program. The Service Provider agrees to verify employment eligibility through E-Verify, or equivalent program, for each new employee that is employed within Utah, unless exempted by Utah Code Ann. § 63G-12-302.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Service Provider shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The

Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

- C. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express consent of the City, as required by this part, shall be deemed null and void.
- B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code Ann. § 63G-12-302.

13. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an “extra” pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties on the last page of this Agreement. Notice is effective upon the date it was sent, except that a notice of termination pursuant to paragraph 16 is effective upon receipt. All reference to “days” in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

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.

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION

445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Diane Foster, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER NAME

Address:

Address:

City, State, Zip:

Tax ID#: _____

PC Business License# BL_____

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, 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
_____, a _____
corporation (or limited liability company), by Authority of its Bylaws/Resolution of the
Board of Directors or Member Resolution, and acknowledged that he/she signed it
voluntarily for its stated purpose as _____ (title) for
_____, a _____ corporation (or limited
liability company).

Notary Public

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”

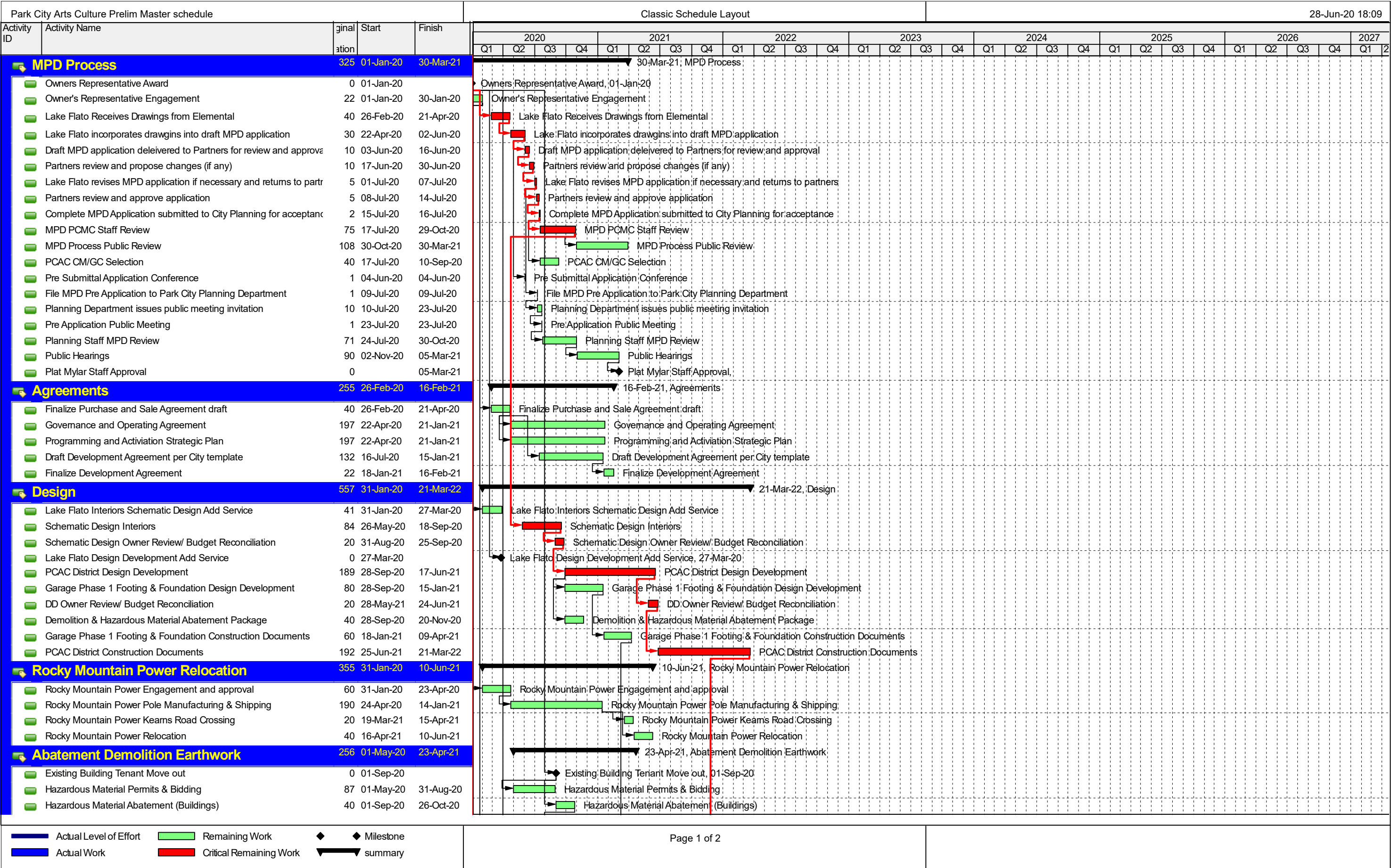
PAYMENT SCHEDULE FOR “EXTRA” WORK

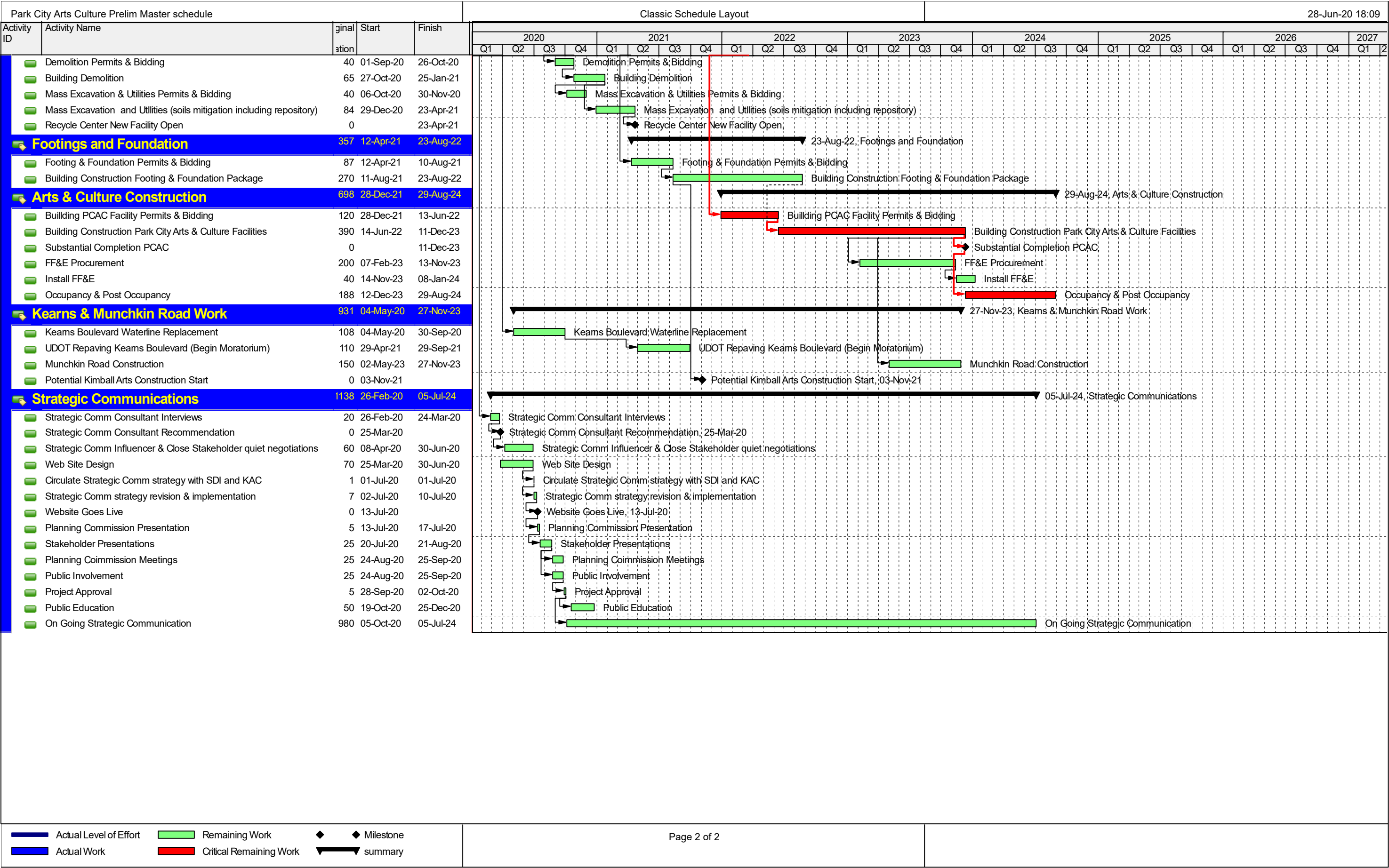
Attachment B
Arts and Culture District Construction Estimate

Park City Arts and Culture District				
MHTN Architects	Bid Date 2021			
Project Summary Page	Preparation Date			
Cost Opinion Detailed - MHTN Cost Control	Nov 27 2019			
-	-	-	-	-
<u>Element</u>	<u>Sq. ft.</u>		<u>\$ per sq. ft.</u>	<u>Cost</u>
Parking	94586	sf	\$147	\$13,895,447
Transit + Garage	27014	sf	\$180	\$4,862,520
Building 1 - Housing and multi use in parking garage	14169	sf	\$366	\$5,190,912
Building 2 Transit Hub Building	5300	sf	\$390	\$2,067,000
Building 3 Housing and Art space	31469	sf	\$388	\$12,215,617
Building 4 Food and General space	11283	sf	\$447	\$5,048,664
Photo voltaic	64571	sf	\$29	\$1,868,045
Site Work (plaza, walkways, amphitheater, etc.)	121250	sf	\$33	\$3,943,289
Construction Subtotal				\$49,091,493
Construction contingency		5%		\$2,454,575
Subtotal				\$51,546,067
<u>Owner's costs</u>				
FF&E				\$4,855,000
Architect and Design				\$3,061,843
Consultant Services				\$1,245,724
Other soft costs				\$666,081
Project Management				\$3,500,000
Owner's contingency		10%		\$4,909,149
Subtotal owner's costs				\$18,237,797
Total				\$69,783,864

Attachment C
Arts and Culture District Sources and Uses

	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25
Revenues							(Open Nov)	
TRT Tax Revenue	\$1,592,720	\$2,733,084	\$2,723,667	\$1,770,384	\$2,215,032	\$2,434,544	\$2,654,056	\$2,873,567
General Fund revenue	\$287,932	\$424,424	\$709,597					
2017 Bond Proceeds	\$19,500,000							
Proposed 2022 Bond Proceeds						\$25,000,000		
Sale of Land to SI, KAC					\$6,825,000			
Transit Funds - TBD					\$2,691,775	\$2,691,775		
Transit and Housing land contribution				\$2,079,575	\$1,692,050			
(Housing) RDA 20%					\$3,885,307			
(Housing) Housing Authority Bond						\$16,863,525		
Transit funds - Capital and Fees					\$5,003,545			
Residential leases							\$500,000	\$500,000
Nonresidential leases+events etc							\$133,333	\$200,000
Total Revenues	\$21,380,652	\$3,157,508	\$3,433,264	\$3,849,959	\$22,312,709	\$46,989,844	\$3,287,389	\$3,573,567
Expenses								
Purchase of Bonanza Park East	\$19,300,000							
Development/design expenses	\$287,932	\$424,424	\$709,597	\$3,500,000	\$3,100,000	\$400,000	\$75,000	
2017 bond debt service		\$1,468,013	\$1,468,013	\$1,467,013	\$1,470,438	\$1,470,438	\$1,470,438	\$1,470,438
Overall construction			\$210,284	\$2,800,000	\$8,000,000	\$20,000,000	\$1,942,464	
Housing-specific construction					\$5,690,813	\$11,381,625		
Transit-specific construction					\$3,781,927	\$3,781,927		
Overall contingency						\$2,275,000		
Housing bond debt service							\$500,000	\$500,000
2021 bond debt service							\$1,740,900	\$1,740,900
New facility operating subsidy							\$233,333	\$350,000
Total Expenses	\$19,587,932	\$1,892,437	\$2,387,894	\$7,767,013	\$22,043,178	\$39,308,990	\$5,962,135	\$4,061,338
Net for year	\$1,792,720	\$1,265,071	\$1,045,370	(\$3,917,054)	\$269,532	\$7,680,853	(\$2,674,746)	(\$487,771)
Accumulated balance	\$1,792,720	\$3,057,791	\$4,103,161	\$186,107	\$455,638	\$8,136,492	\$5,461,745	\$4,973,975





Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: Minda Stockdale

Submitting Department: Executive

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Approve Resolution 16-2020, a Resolution Recognizing Temple Har Shalom's 25th Anniversary and Proclaiming July 12, 2020 as Temple Har Shalom Day
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Temple Har Shalom Day Resolution](#)

Resolution No 16-2020

**A RESOLUTION RECOGNIZING TEMPLE HAR SHALOM'S 25TH ANNIVERSARY
AND PROCLAIMING JULY 12, 2020 AS TEMPLE HAR SHALOM DAY**

WHEREAS, July 12, 2020, marks the 25th Anniversary of the founding and creation of a Jewish synagogue in Park City;

WHEREAS, Temple Har Shalom is an important institution serving our community;

WHEREAS, The Temple and its congregation have enriched the social, intellectual, cultural and spiritual lives of the entire Park City community for the past 25 years and will continue its mission for many more years;

WHEREAS, the congregation's members contribute to the community through their participation in numerous community based activities such as Run For Ed, Kimball Arts Festival, Alzheimer's March, Sundance Film Festival, Miners Day and July 4th celebrations; and support, volunteer, and serve on the boards of multiple non-profits in Park City, including Peace House, the People's Health Clinic, Clubhouse, KPCW, National Ability Center, Egyptian Theatre, Jewish Family Services, Utah Open Lands, Park City Community Foundation, Park City Education Foundation, Park City School Board, Utah Food Bank, EATS, PC Film Council, Bright Futures, Kimball Arts Center, Recycle Utah, Park City Institute, and many others;

NOW THEREFORE, the Mayor and Park City Council proclaim July 12, 2020, as Temple Har Shalom Day.

PASSED AND ADOPTED this 9th day of July, 2020.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

ATTEST:

Michelle Kellogg, City Recorder

APPROVED TO FORM:

City Attorney's Office

Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: Alexis Verson

Submitting Department: Transportation Planning

Item Type: Staff Report

Agenda Section:

Subject:

Overview of Old Town Neighborhood Pilot Projects

Suggested Action:

Attachments:

[Old Town Neighborhood Pilot Projects Staff Report](#)

[Exhibit A: Park Avenue Design Exploration](#)

City Council Staff Report

Subject: Overview of Old Town Neighborhood Pilot Projects
Authors: John Robertson, Engineering
Corey Legge, Engineering
Johnny Wasden, Parking
Jonathan Weidenhamer, Economic Development
Jenny Diersen, Special Events + Economic Development
Alexis Verson, Transportation Planning
Departments: Engineering, Economic Development, Special Events, Public Works, and Transportation Planning
Date: July 9, 2020
Type of Item: Administrative

Recommendation

As a result of Council direction to utilize the post-COVID recovery period to consider Old Town safety and circulation pilot projects, staff has put together some additional neighborhood betterment projects that address walkability (active transportation), safety, and circulation, attempt to rebalance residential versus commercial interests, and efforts towards additional landscaping and beautification. This effort has been incredibly collaborative and includes expertise from Engineering, Parking, Economic Development, Special Events, Public Works, and Transportation Planning.

Background

Council and Staff recognize unprecedented times create a unique environment to experiment with lower traffic volumes, fewer visitors, less pressure on constrained residential and commercial streets, as well as the need to test more aggressive right of way mobility options. Staff plans to attempt several new intersection designs to create more friction for commercial traffic, altered traffic patterns to increase vehicular and pedestrian safety, and temporary treatments to rebalance Old Town circulation overall.

Accordingly, Staff has launched, and has planned a suite of near-term safety, traffic, and aesthetic improvements, which is summarized in following report for summer 2020 implementation.

Pilot Project Overview

In addition to the projects currently being implemented in the next several weeks (see table below), if supported by Council and after staff are freed up to implement new projects, additional circulation and pedestrian improvements can be explored. Some examples might include: a one way couplet using Main Street and Swede Alley as a circular one-way, the addition of more paint treatments including artistic crosswalks, paint treatment to the 9th Street turnaround that includes sidewalks and drop and load space, and better painted crossings from China Bridge across Swede Alley to Main Street.

PROJECT	DESCRIPTION	STATUS
Hillside Trolley Turnaround	New intersection striping and planters in ROW to discourage large vehicles and commercial traffic; improve pedestrian safety, new R and L turn lanes.	Completed – July 2
Swede Alley / Main St. Intersection	New intersection striping, planters in ROW, additional signage to visually discourage traffic from entering residential area and encouraging left turn down Swede Alley to public parking garage.	Completed – July 2
4 th & 5 th Street One Way	Extend one way directionality west of Main Street to avoid confusion and reduce neighborhood cut through traffic (this is in addition to the changes made in 2019 for the same streets, but to the East).	In Progress – Mid/Late July
Marsac Signage & Roundabout	Addition of a flashing stop sign at Marsac and Hillside intersection, relocation of 'Stop Ahead' sign, better paint at the stop bar and roundabout.	In Progress – Mid/Late July
Landscaping at Chambers Ave	Staff is planting native shrubs and grasses to create vegetation barrier from Marsac traffic noise as buffer for neighborhood residents.	In Progress – Mid/Late July
Chamber Trail Wayfinding	Adding paint-based sidewalk markings to indicate the trail access from	In Progress – Early July

	Hillside Ave to access Main Street – instead of walking down Hillside.	
Repainting Crosswalks	Restriped all crosswalks in Old Town and Main St. and Swede to better indicate pedestrian safety.	Completed – Late June
'No Left Turn' onto Hillside	Staff will explore and evaluate the possibility of a 'No Left Turn' sign on Marsac at Hillside to prevent downhill traffic.	In Progress – Late July
Sunday Car Free Main St.	Special Events is leading the closure of Main to cars, opening it up to pedestrians on Sundays through Labor Day.	In Progress - ongoing
New Reflective Tape & Striping	Addition of reflective tape in 70 locations to illuminate signage/structures to enhance safety; new Yield arrows on Hillside Ave to slow vehicles.	Complete – Late June

Staff will continue to work diligently to implement low-cost right of way betterments that balance safety, traffic, and residential and commercial interests. Some improvements will take place on UDOT right of way and require specific permitting, such as signage and line painting specifications. Other improvements can/will be implemented immediately.

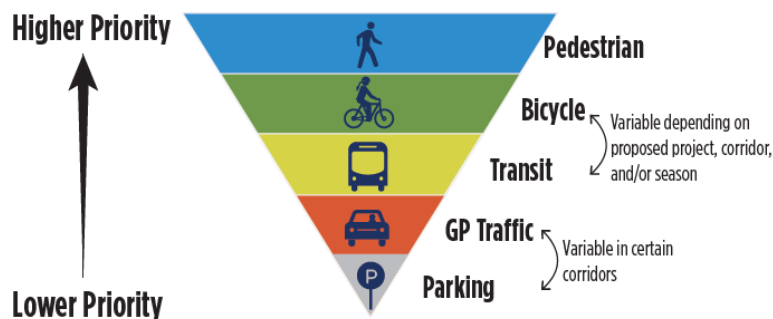
Parking Projects Overview

Parking Staff provided a detailed update on parking technology upgrades to China Bridge on [June 25, 2020](#).

Consider a Temporary Park Avenue Redesign:

Transportation Planning, Parking, Engineering, and Transit Staff have been working on a modal prioritization model to inform right of way projects. This graphic, developed as part of the Park City Forward (Transportation Master Plan) update, illustrates the lens Staff takes in project development and design review:

Modal Priority for Decision Making



Seasonal Design Considerations



- Verify widths of lanes, flex space allow for snow plowing and storage.
- Some uses may be seasonal, such as cycling where on-street and off-street routes are redundant, sign for seasonal restrictions per city engineer direction.



Based on this prioritization model, Staff has been working on redesign ideas for Park Avenue. Feedback from residents indicate that upper Park Avenue feels too busy, congested, and acts like a thoroughfare and parking lot to the commercial district. The desire is for a more welcoming transition zone, from residential to commercial, and a complete street that better values residents, pedestrians, and bicycles.

Exhibit A indicates several ideas Staff is exploring for Park Avenue, and once community engagement is conducted, a low cost design (primarily paint and signage) can be implemented this fall to pilot and test the concept. With Council support, this effort is intended to be a 'living laboratory' of work, and allows Staff to try different treatments before Park Avenue undergoes a more serious reconstruction in 2 or 3 years. However, some of these changes will be

controversial. Communities around the Country are converting streets from vehicle centric concept to a more shared, multi-modal centric concept. These changes are sometimes met with significant opposition, as parking spaces are often lost as other modalities are prioritized over vehicular storage.

Staff will return to Council with an update on proposed design, a limited community engagement plan, and next steps. The project goals are:

- Explore unconventional ideas for how to allocate right of way space typically assigned to vehicles and parking for different transportation modes
- Understand community concerns and wishes, and fears
- Provide transit priority
- Better accommodate bicycles and pedestrians
- Test parking reconfigurations and a residential parking permit program

Data Collection

For the specific efforts listed above, staff is considering the use of the following data sets to better measure what is happening in the area.

Parking:

As indicated in [last week's report](#), the technology upgrade for China Bridge will make collecting information significantly more cohesive for Parking's data platform and offers the ability to better measure occupancy and parking durations. Staff is also considering a rebrand for China Bridge in order to increase utilization for visitors, and staff can measure year over year trends in parking capacity to see if a name change will help with wayfinding and less circling as drivers look for a public parking garage with an unconventional name. Parking Staff will also continue to observe Main Street parking capacity and general surface/street parking and work closely with Executive to determine pricing strategies.

Old Town:

Staff currently has one permanent data collector to collect traffic volumes at the intersection of Hillside Ave and Daly Avenue. Staff has ordered three additional radar data collectors to continue to expand our permanent data collection program and will install these counters in other pertinent intersections in Old Town. While staff's goal is to collect year-over-year data, the existing collector on Hillside has failed several times during the winter and spring of 2019/2020 and is in need of replacement, leaving staff with data gaps and inability to measure traffic movements.

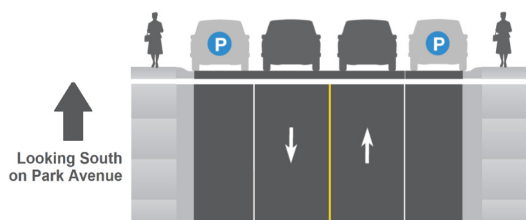
Upgrading the existing counter and then adding data from new counters will allow Staff to develop both a baseline of information and then be able to more effectively report on traffic trends, particularly as circulation and access changes are made in the future.

Exhibits

Exhibit A – Park Avenue Exploration

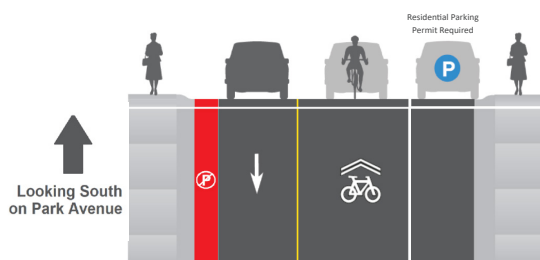
Project Goals:

- Explore unconventional ideas for allocating space by mode
- Acknowledge and build upon past community engagement and traffic calming plans
- Provide transit priority
- Better accommodate bicycles and pedestrians
- Test parking reconfigurations and a residential parking permit program



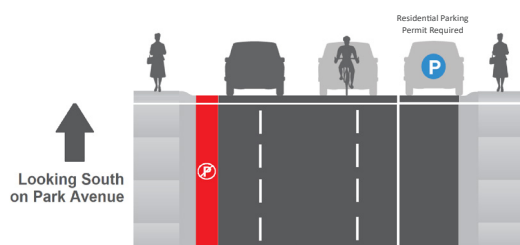
EXISTING LAYOUT

Existing layout includes parking on both sides
Narrow roadway often increases travel times for transit
Doesn't allow adequate space for active transportation users



OPTION A - CONVENTIONAL TREATMENT

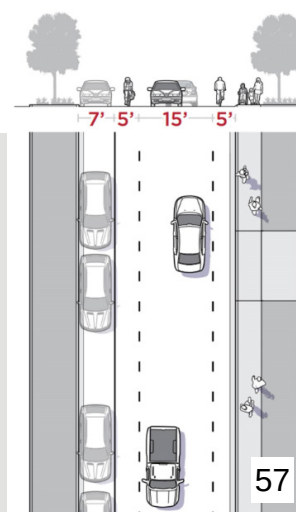
Basic layout with a minimal re-striping change
Remove parking on the east side of the street
Widen the southbound (uphill) lane to give bicyclists and transit vehicles more space
Parking is for residential permit holders only



OPTION B - EXPLORATORY TREATMENTS

Advisory bike lane allows for flex space on narrow roadway
Provides dedicated space for bicycles most of the time
Remove parking on east side
Parking is for residential permit holders only

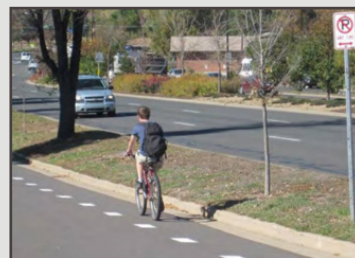
This is one example of a treatment, staff can explore additional



CASE STUDY: Boulder, CO HARVARD STREET

Harvard Street connects residential areas to commercial and University facilities. Boulder City did not have existing problems on this corridor, but wanted to experiment with reallocating space to bicyclists. Motorists have a larger parallel facility already.

Deemed a successful project and good for constrained spaces and small budgets.



Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: Erik Daenitz

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

April 2020 Sales Tax Update - General Fund

Suggested Action:

Attachments:

[Sales Tax Update - April 2020](#)

An aerial photograph of a mountain town, likely Park City, Utah, covered in a thick layer of snow. The town is nestled in a valley, with snow-covered mountains rising in the background. The houses and buildings are densely packed, and their roofs are covered in snow. The overall scene is serene and wintry.

Sales Tax Update

April 2020

The Latest Data on COVID Impacts

March through April Sales Tax data indicates revenues beating projections

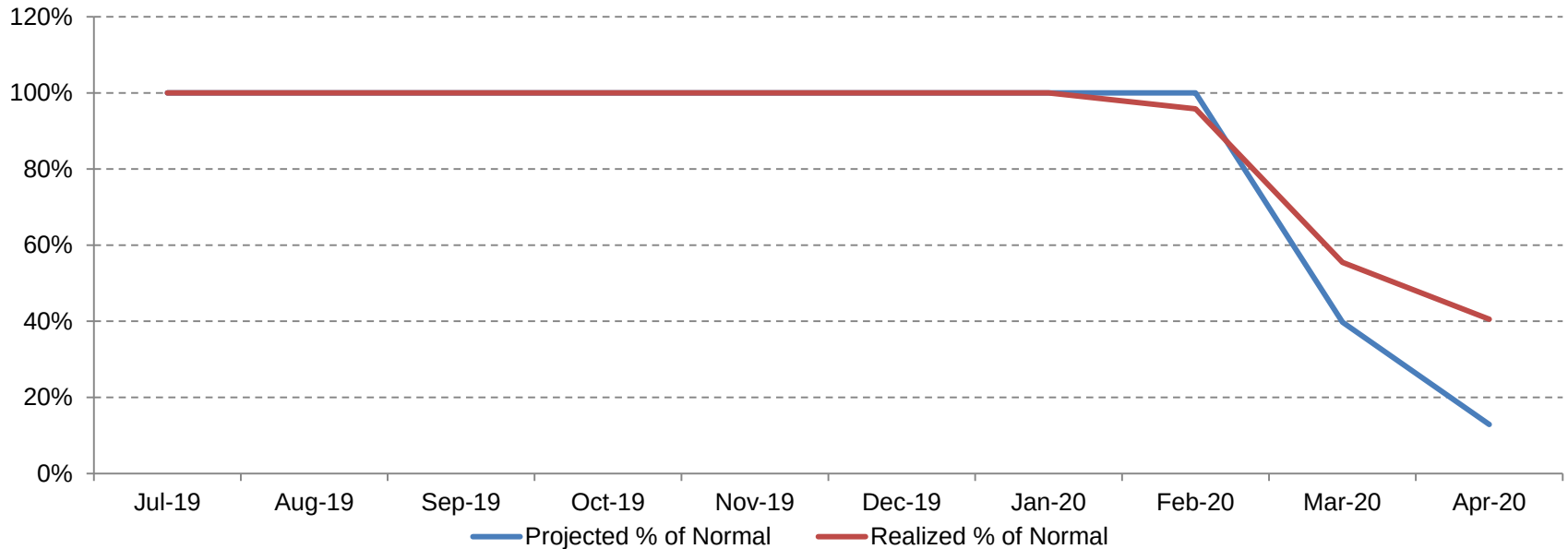
General Fund	
Original Projected Sales Tax Shortfall	Current Projected Sales Tax Shortfall
(\$3,708,047)	(\$3,174,951)

General Fund - Realized Sales Taxes vs. Projections			
Month	Projection as of April 2020	YTD Realized (Through April)	\$ Variance from Projection
July	\$890,546	\$890,546	\$0
August	\$839,320	\$839,320	\$0
September	\$912,173	\$912,173	\$0
October	\$715,887	\$715,887	\$0
November	\$820,365	\$820,365	\$0
December	\$1,877,541	\$1,877,541	\$0
January	\$2,167,579	\$2,167,578	(\$0)
February	\$2,020,291	\$1,936,051	(\$84,239)
March	\$926,264	\$1,292,639	\$366,376
April	\$117,143	\$368,103	\$250,960
May	\$76,661		
June	\$159,307		
	\$11,523,077	\$11,820,205	\$533,096

The Latest Data on COVID Impacts

March through April Sales Tax data indicates revenues beating projections

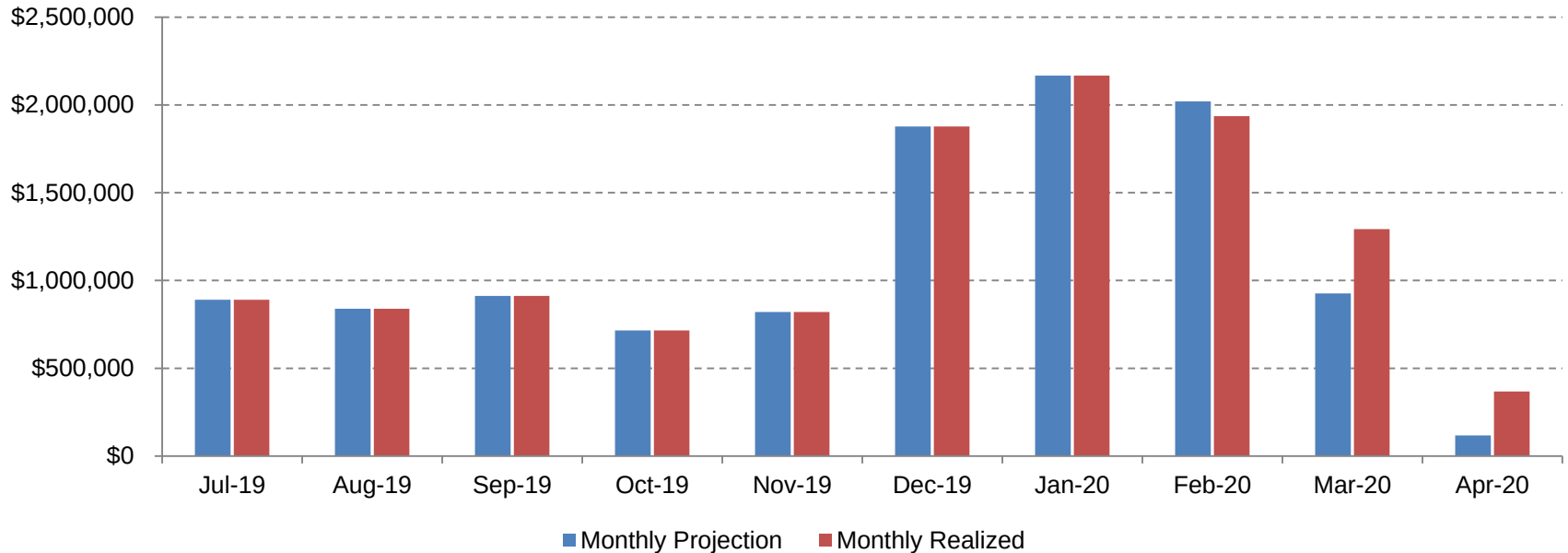
General Fund - Projected vs. Realized Sales Tax Path As Percent of Normal



The Latest Data on COVID Impacts

March through April Sales Tax data indicates revenues beating projections

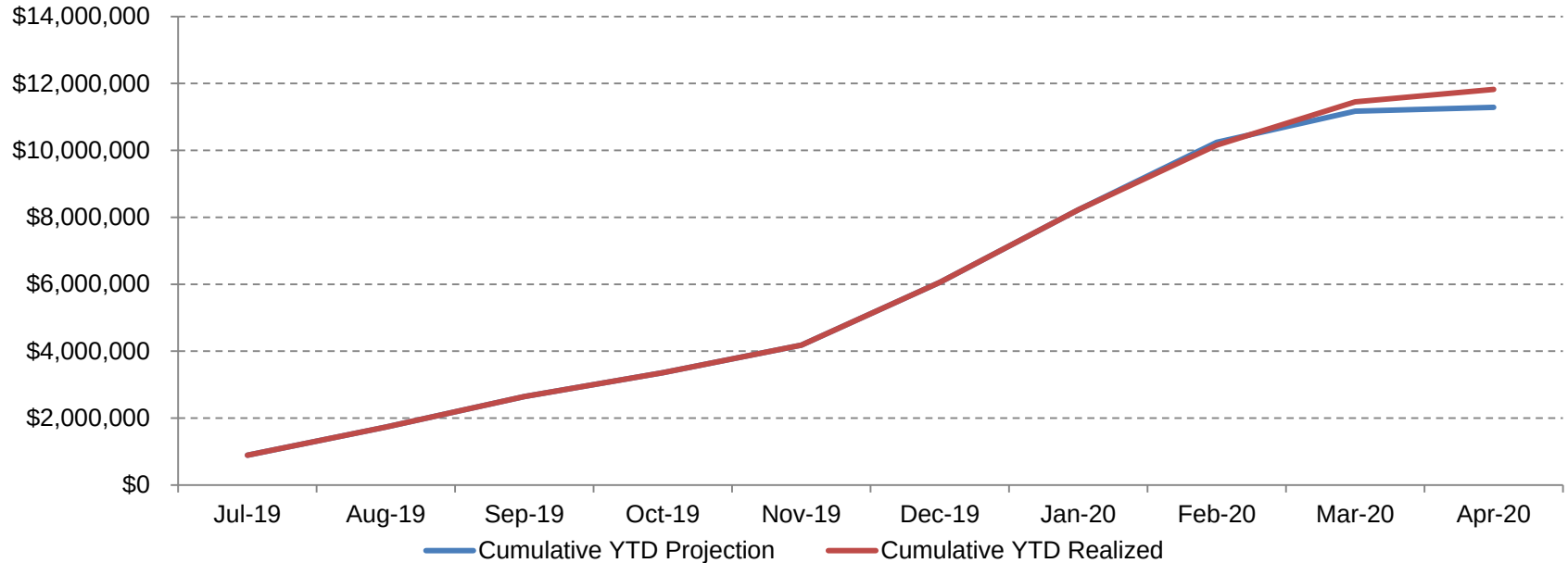
**General Fund - Monthly
Sales Tax Projected vs. Realized Revenues**



The Latest Data on COVID Impacts

March through April Sales Tax data indicates revenues beating projections

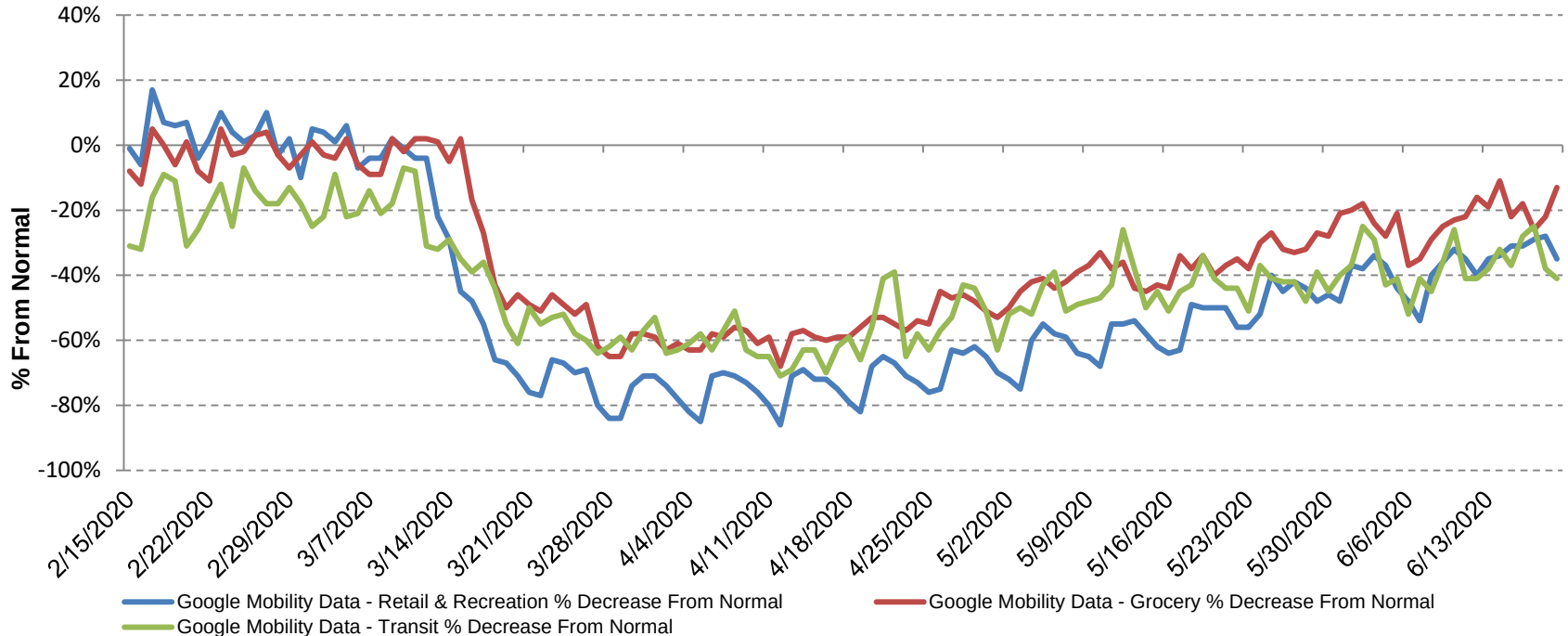
General Fund - Cumulative YTD Sales Tax Projected vs. Realized Revenues



The Latest Data on COVID Impacts

Google's COVID-19 Mobility dataset illuminates a continued recovery in movement within Summit County

Realized Google Mobility Data - Summit County



Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Car Free Main Street Sunday - Shop, Dine and Stroll Update

Suggested Action:

Attachments:

[Car Free Main Street Sunday Shop Dine and Stroll Staff Report](#)



City Council Staff Communications Report

Subject: Main Street Car Free Sunday – Shop, Dine & Stroll Update
Author: Jenny Diersen, Special Event & Economic Development
Program Manager
Department: Special Events & Economic Development
Date: July 9, 2020

Executive Summary

On [May 28, 2020](#) (p. 7 to 34/ [minutes](#) p.3 to 11), in response to a [request from the Historic Park City Alliance \(HPCA\)](#), the City Council approved a Level 4 Special Event Permit for Main Street Car Free Sunday Shop, Dine and Stroll. City Council delegated their authority for implementing changes to the City Manager. The Special Event Permit was issued to allow temporary activation of businesses on public property and street use to facilitate phased business reopening during Covid 19 economic recovery.

Staff believes the event has been successful and is willing to address any questions the City Council may have. Council directed staff to return to the July 9 and August 4 meetings for an update on the event, which includes:

- HPCA is supportive of continuing the event – the program has been anecdotally successful for most businesses. Staff worked with HPCA to create [Guidelines for outdoor activities](#). More than 40 businesses are actively participating in the program.
- Staff continues to collaborate with HPCA on a weekly basis regarding changes in operations, which were delegated by Council to the City Manager to approve, including:
 - Expanding the closure to include Saturday, July 4th.
 - Closing Heber Avenue to allow those businesses to participate and increase visibility between upper and lower main.
 - Implementing closure at 7 a.m. (instead of 11 a.m.) to help those businesses serving breakfast.
 - Opening sections of the street to parking earlier due to inclement weather or quieter evenings.
 - Facilitate further expansion of outdoor areas for restaurant dining.
- Transportation - Parking remains free. Surface lots along Swede Alley remain full and parking in China Bridge continues to hover around 55% capacity. Many bikers enjoy coming to the event. Transit ridership continues to increase system wide on Sundays, with the Trolley running on Swede Alley to the Brew Pub Lot. Residential mitigation is working. No complaints have been received and staff continues to monitor.
- Attendance is difficult to estimate. Removal of vehicles has allowed ample distancing space for patrons. While staff continues to monitor, gathering or lack of physical distancing has not been a concern.
- Week to week staff observation is dramatically increased mask wearing. Staff implemented a mask distribution program on the street weekly from 12 to 4 to support patrons and increase health safety. To date staff has distributed 1,300

masks. This is helpful to businesses who are taking on costs for their PPE supplies. Staff continues to provide increased sanitation services as well.

- Programming has been implemented by the City to help build vibrancy on the street this has included: Additional E-Bike station, Balloon Art, Chalk Art, Temporary Street Murals, Music (non amplified).
- HPCA has tailored marketing to those within 6 hour drive of Park City, and continues all merchants and patrons to support local business safely. [Images from the event can be found here/dropbox.](#)

Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from June 11, 18, and 25, 2020

Suggested Action:

Attachments:

[June 11, 2020 Minutes](#)

[June 18, 2020 Minutes](#)

[June 25, 2020 Minutes](#)



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

June 11, 2020

The Council of Park City, Summit County, Utah, met in open meeting on June 11, 2020, at 2:00 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

Council Member Gerber moved to close the meeting to discuss property at 2:05 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 3:10 p.m. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

WORK SESSION

FY2020-21 City Manager's Recommended Budget: Presentation and Review:

Jed Briggs, Penny Frates, and Josh Miller, Budget Department, presented this item. Frates reviewed the proposed budget reduction and the various cuts that were being made, including a hiring freeze. Briggs added cuts had been made in most departments. Frates displayed a list of operating reductions by department and stated most cuts consisted of materials and one-time expenses.

Mayor Beerman asked if there were funds available to hire a finance position for the Transit Department. Briggs stated there weren't any funds for hiring, but there was staff in that department that was performing the finance tasks. Mayor Beerman felt that position needed to be filled because the City could be exposed. Council Member Joyce stated he would like to see staff requests come from the departments. Council Member Henney agreed and wanted to ask Jerry Benson and Matt Dias their opinions on that staffing need, and noted there had been significant progress in the Transit Department over the past year and he didn't see the urgency to fill that position.

1 Council Member Doilney thought the resources needed to be evaluated to see the best
2 use for those funds. Mayor Beerman agreed there was tremendous progress, but it was
3 taking a lot of the City Manager's, Deputy City Manager's and Jerry Benson's time,
4 which he felt wasn't the best use of time.

5
6 Matt Dias, City Manager, stated a lot of work had been done in the Transit Department
7 over the last year to improve finances, technology, etc. A very strong team was
8 currently in place. He indicated this was a provisional budget. He would evaluate a
9 finance position, and make a recommendation on the need for this position when the
10 budget came back to Council in 60-90 days.

11
12 Council Member Worel thought the 60-90 days was a good timeframe to evaluate the
13 need for this position. Dias was confident the Transit Department was fine for the next
14 two or three months. Council Member Gerber asked to hear from that department on its
15 needs. The Council agreed to Dias' proposal.

16
17 Council Member Gerber asked if the summer operations budget should be reduced
18 since the scheduled summer events were minimal this year. Dias stated staff was still
19 working with uncertainties, and this was the reason the budget would come back in 60-
20 90 days. He felt certain there would be savings, but they couldn't be pinpointed at this
21 time.

22
23 Mayor Beerman asked about the Fleet Services Fund. Briggs stated this was an internal
24 fund, so no sales tax or property tax funded it. The bulk of the fund was for maintenance
25 and gas for Transit services, some personnel, parks and equipment. This fund billed
26 Transit for services and the funds were transferred. Council Member Doilney asked
27 about funds spent on State liquor enforcement. Briggs stated this funded part of the
28 Police Department and it was tracked separately.

29
30 Frates reviewed personnel changes and indicated personnel had been reduced by 13
31 full-time employees. Miller reviewed the Utilities budget and stated there would be
32 approximately \$280,000 in cuts. Each utility manager offered proposed cuts. Council
33 Member Joyce noted new pipes saved on pumping charges which helped cut costs.
34 Council Member Gerber asked if the reductions were not all COVID-19 related, but
35 rather a result of efficiencies. Briggs stated the cuts were based on good financial
36 management from Public Utilities. Council Member Joyce added many water leaks had
37 been fixed which also helped with cost savings. McAfee noted the budget cuts were
38 because of decreased electrical use, water loss success and pumping decreases.

39
40 With regard to special service contracts, Miller reviewed that the City split up this budget
41 for regular special service contracts, department specific regular services, and
42 allocations for future relief funding and social equity type services. He gave the example
43 of the Mountain Trails Foundation contract moving to the Open Space and Trails

1 Department going forward. He also discussed funding that had been reserved for
2 COVID-19 priorities. He displayed a chart with the regular special service contracts
3 recommendations and indicated the contracts would be four-year contracts. Council
4 Member Gerber indicated the four-year contracts would provide stability for the
5 nonprofits and noted additional funding would be given to nonprofits for emergency
6 funding. Council Member Worel asked what the \$40,000 allocated for the Museum was
7 going for. Council Member Joyce stated it would go for operating expenses. He
8 indicated the Chamber would fund about \$30,000 of that by reimbursing the City.
9

10 Mayor Beerman suggested more money should be invested in the City's trails because
11 he anticipated the trails would see record usage due to social distancing. Council
12 Member Joyce explained the work being done on trails. Council Member Gerber
13 thought trails could be evaluated over the next 60-90 days and Council could look at the
14 entire Trails budget and discuss efficiencies that could be realized at a future meeting.
15 Council Member Henney asked to also discuss the housing outreach service amount of
16 \$15,000. Council Member Gerber reviewed the scope and history of the housing
17 outreach contract. Mayor Beerman suggested both of these items come back to a future
18 work session.
19

20 Miller reviewed the changes to the fee schedule. He indicated there would be a 3%
21 increase in water fees, a 10% increase in water irrigation meter base rates, and a 3%
22 increase in stormwater rates. Briggs noted there would be public hearings for the
23 budget and the Council compensation during the regular meeting tonight. He indicated
24 there was a page on the City website that broke down Council compensation in an effort
25 to be more transparent. Council Member Gerber asked that the election filing fee have
26 an asterisk with an explanation that the fee could be waived.
27

28 Council Member Henney asked if the Council health insurance benefit could be added
29 to the ordinance. Briggs stated the ordinance as written followed State code. Council
30 Member Henney was concerned that the ordinance did not reflect the true
31 compensation of Council. Margaret Plane, Special Counsel, reiterated the ordinance
32 complied with State and City code, but Council could choose to add language. Council
33 Member Henney was in favor of expanding the ordinance to include total compensation
34 of Council. Council agreed to add the health insurance benefit as part of Council's
35 compensation in the ordinance.
36

37 Mayor Beerman opened the meeting for public input.
38

39 Jess Griffiths via Zoom stated the after school program was fantastic and it made a
40 great impact to students who were falling behind in class. Mayor Beerman agreed and
41 stated he visited the program and saw all the work that went into it.
42

43 Mayor Beerman closed the public input portion of the meeting.

Review Temporary Changes to Housing Requirements:

Jason Glidden, Affordable Housing Manager, and David Everitt, Deputy City Manager, presented this item. Glidden reviewed that many applicants were losing eligibility because of new loan requirements in light of COVID-19. He recommended extended closing periods, up to four months, to allow for employment gaps due to COVID-19, and allow for co-signers for applicants who had been furloughed or laid off, due to COVID-19. He stated these requirement changes would be reevaluated in the fall.

Council Member Joyce asked if this would be a loophole for people who normally would not have qualified. Glidden stated this was for applicants who were eligible and then lost it due to COVID-19. He indicated this would be looked at on a case-by-case basis. Council supported the recommendations. Council Member Doilney felt co-signing was a good way for some people to get started.

Discuss Changes to Park City's Strategy for Sequencing City-Owned Affordable Housing Developments:

Jason Glidden, Affordable Housing Manager, and David Everitt, Deputy City Manager, presented this item. Glidden stated this plan was part of the strategic plan to build as many affordable housing units as possible. He noted the pipeline was a timeline for adding affordable units, and this pipeline would need to be modified as necessary as time went on.

Erik Daenitz discussed funding as part of the Lower Park Redevelopment Agency (RDA). He reviewed the debt schedules the RDA paid, and noted the funds did not take into account base development. Currently, the fund had \$22 million, but the Woodside Phase II project would cost more than that. Staff created a phased timeline for constructing the project, which would keep the project sustainable.

Glidden reviewed Woodside Phase 1 was completed and buyers would be approved soon. Woodside Phase 2 included 52 units, but there were problems with setbacks that had to be fixed. There was a funding shortfall of \$4 million due to the purchase of 1302 Norfolk, additional design costs and higher construction costs. He displayed a new design which did not include the 1302 Norfolk property and noted it looked similar to the original design. He indicated the benefits of phasing the project, including that it allowed time to construct the senior center, it would spread out capital outlay for construction and it would increase the construction budget because some units would be sold before the rest were constructed. He noted phased construction would increase the total cost since the project would take longer to complete.

Glidden also indicated 100 Marsac Avenue was evaluated for affordable housing. He reviewed there was a good deal of community outreach. He estimated \$200,000 per unit in site costs alone, and felt that was not the best use of City funds. This property was then evaluated to subdivide and sell at market rate, while retaining a portion for

1 open space and preserving the historic wall on the property. The sale of the units would
2 provide funding for other affordable housing projects. Glidden noted public feedback
3 had been received on this property. He related that this property was given to the City in
4 exchange for a release from housing obligations, so there were no restrictions on the
5 property due to funding. Staff's recommendation was to get some benefit from the
6 property for affordable housing. He noted there were not many opportunities for infill
7 construction.

8
9 Daenitz indicated RDA bonds were paid by sales tax and was used for affordable
10 housing. There were also non-housing capital projects that the RDA funded. He
11 reviewed the current and future projects in the RDA, including a recreation building in
12 City Park, City Park improvements, Old Town Stairs, Crescent Tramway Trail, Skate
13 Park repairs, public art, traffic calming, Old Town Access and Circulation Plan, and City-
14 wide signs and Central Park.

15
16 Glidden recommended moving forward with the redesign of Woodside 2, selling 1302
17 Norfolk and 100 Marsac, and to phase some of Woodside Phase 2.

18
19 Council Member Gerber expressed concern with selling City property because it was a
20 limited resource. She thought the City should retain 100 Marsac, and noted it might be
21 feasible if it was developed 10 years in the future. She also wanted to keep 1302
22 Norfolk and thought at some point something could be developed there. She favored
23 phasing the Woodside Phase 2 project.

24
25 Council Member Worel asked if staff were still evaluating if it made sense to build units
26 on Empire or sell the land. Glidden stated the Empire parcel was evaluated and it was
27 felt the City would lose significant revenue by building the units. Council Member Worel
28 did not favor selling 100 Marsac. She asked if the house would be sold along with the
29 land on 1302 Norfolk. Glidden stated it would be subdivided and just the lot would be
30 sold.

31
32 Council Member Joyce asked where the access point would be to get to the Ontario
33 Court property. Glidden stated there were some options to access that property. One
34 was to have an intersection at Marsac and Hillside. This would be expensive and didn't
35 seem feasible. If the number of units were reduced it might be more feasible because
36 that would affect the impact with the number of vehicles coming in at that point. Council
37 Member Joyce asked if this plan would change if vehicles couldn't come off of Ontario
38 Court. Glidden stated it was still being worked on.

39
40 Council Member Joyce referred to the housing pipeline proposal for 2022 that stated
41 there would be Arts and Culture Housing Authority bonds. This concerned him since
42 Council hadn't approved this bonding and funding. Glidden explained there had been
43 preliminary conversations, but in order to make the rental model work, 20% would be

1 required. The conversation needed to continue because this was the plan for the
2 Homestake project as well. Council Member Joyce stated last year, the pipeline
3 involved constructing units and selling them to fund additional construction, but now
4 bonding was proposed. Council did not discuss that so he didn't want to make a
5 decision at this time. He favored selling 100 Marsac if it could be worked out. He stated
6 a decision needed to be made on Woodside for the next year, but future discussions
7 needed to take place for affordable housing plans in the future.

8
9 Council Member Worel clarified she did not think 100 Marsac was appropriate for
10 affordable housing, but indicated there needed to be more discussion before she was
11 comfortable selling that property.

12
13 Council Member Doilney stated the ingress and egress was a problem for Marsac and
14 he favored having an intersection and/or signage for that area if that became an option.
15 He wanted to look at all City-owned properties before looking at selling some in order to
16 develop affordable housing.

17
18 Council Member Henney liked the Woodside Phase 2 redesign, but was worried about
19 flipping market rate homes to fund the affordable projects. He was neutral selling 1302
20 Norfolk. He thought there was a value to not developing 100 Marsac. He knew if it was
21 sold it would be developed, and he didn't think the community wanted that. He
22 supported phasing the Woodside Phase 2 construction.

23
24 Mayor Beerman supported the redesign and the phasing of this project, was open to
25 selling 1302 Norfolk, but was against selling 100 Marsac.

26
27 Glidden indicated 1302 Norfolk was acquired for multiple reasons including moving
28 sewer lines for the Woodside project and protecting the historic home. Although it wasn't
29 solely purchased to add units, he thought the property could be evaluated for options for
30 building affordable units. Council Member Henney asked if the Woodside Phase 2
31 setbacks were in compliance. Council Member Gerber stated the City changed the
32 setback code for affordable units, and now the redesign was in compliance. Glidden
33 stated some issues were addressed after the original design approval was appealed.
34 Council Member Joyce stated the community perception was that this was unethical,
35 since the code was changed to make the project work. Glidden indicated all MPDs
36 could ask for exemptions, and this project only asked for five feet.

37
38 Council Member Worel asked if the sewer would impact the ability to sell the 1302
39 Norfolk property. Glidden responded there were no sewer issues with the property, but
40 the property purchase allowed a sewer connection from the project to the established
41 connection located at 1302 Norfolk.

Council Member Doilney noted there were efficiencies that could be maximized in the units. Glidden stated these were conceptual designs and they could be changed.

The Council members asked staff to pursue other options for affordable housing at 1302 Norfolk. Glidden summarized Council supported the redesign for Woodside Phase 2, supported looking at options for 1302 Norfolk, supported not selling 100 Marsac at this time, and supported phasing Woodside Phase 2.

Mayor Beerman opened the meeting for public input. The following submitted comments:

Jamie Thomas: "Ontario Court is private property in the Ontario Court Subdivision. The owners of the properties in the Subdivision paid for ALL the components of its construction, including utilities and fire service. They currently pay for ALL snow clearing and ongoing maintenance. The City required restricted access to the extent that one parcel had to access from McHenry Ave. The Conditions of Approval for the Ontario Court Subdivision address this. Its design and configuration reflect the City's intent to limit access off the driveway. It was never intended to be an access to development beyond. As evidenced by its conditions of approval etc."

Jeff Edison: "I have a few questions about 100 Marsac. 1. Has there been an assessment of the clean-up cost of the environmental issues at 100 Marsac? 2. What are a buyer's legal rights for access to the proposed lots from a private road? 3. Should we anticipate the right to build 3 homes or 30 affordable housing units? 4. Has the sidewalk on Marsac Avenue been discussed? 5. How will you address traffic issues on Ontario Avenue and Ontario Court?"

Mayor Beerman asked Edison to call Glidden for those answers and to discuss that issue further.

Mayor Beerman closed the public input portion of the meeting.

Review Possible Amendments to Housing Resolution 03-2017:

Jason Glidden and Rhoda Stauffer, Affordable Housing Department, presented this item. Glidden stated there were some modifications they proposed for this resolution which would mitigate impacts from new development as well as provide additional guidelines for affordable housing. Stauffer stated the resolution required a review every two years. She noted a blue ribbon housing commission was formed in 2017 and they had recommendations, some of which were in the 2017 resolution, and others to be considered at this time.

Stauffer reviewed proposed modifications, including updating household qualifications to match the current deed restriction template and the 2020 Housing Needs

1 Assessment, including criteria for approving online, remote, or non-place-based
2 employment, revising net-worth limits and revising income limits. Staff would also
3 change how deed restricted units could be rented. Stauffer asked for Council feedback
4 on changing qualifications for purchasers after closing, such as employer verification of
5 income. She asked if the Council favored increasing the housing requirement for multi-
6 family residential units from 15% affordable units to 20% or 25%. She also proposed
7 establishing a residential unit equivalent (RUE) instead of assessing the obligation
8 based on units, and noted a RUE was calculated at one unit per 2,000 square feet.
9 Stauffer reviewed another proposed amendment that would require an additional
10 housing obligation if a commercial use changed that would increase the employee
11 count.

12
13 Council Member Worel indicated there was frustration by some when large homes were
14 permitted. She asked if the amendments could include assessing an affordable housing
15 fee for large homes. Glidden stated staff could research that to see if that was an
16 option. He didn't know how much funding that would capture and if it would be worth it.
17 Council Member Worel asked if there could be different net-worth limits for seniors.
18 Glidden stated these were good things to consider and he would research that.

19
20 Council Member Gerber agreed with Council Member Worel on the large home
21 proposal. She favored the RUEs and proposed the 10 unit minimum housing
22 requirement be adjusted because builders developed nine lot subdivisions to avoid the
23 affordable housing obligation. Glidden clarified that would be a change in the triggers for
24 a MPD. Council Member Gerber was uncomfortable requiring income verification for
25 those living in affordable housing, and stated the City was trying to create community
26 and she didn't want somebody to be forced to leave their home because of a job
27 change. She also felt deed restrictions were not helping with the immediate need for
28 affordable housing, and suggested a percentage cap on purchasing deed restrictions.
29 She asked for a housing review panel to help create a product the community needed
30 and wanted. Glidden stated one thing recommended by the blue ribbon commission
31 was an advisory group. Council Member Gerber stated an advisory group would be
32 beneficial, and they could collect best practices to help developers make an affordable
33 and/or attainable unit that would be desirable.

34
35 Mayor Beerman stated one way to avoid developers purchasing deed restrictions would
36 be to assess a fee in lieu. That would be one way to establish a firm rate on the value of
37 a unit. Council Member Gerber stated a limit could be set on fees in lieu as well as a
38 standard set to know what selling deed restrictions would cost.

39
40 Council Member Joyce was concerned that the City was looking for many units to reach
41 the goal of 800 units and wondered how much development could be done in town
42 since it was mostly built out. He wanted to know how the City could make a difference.
43 Council Member Gerber also asked for a discussion every couple years on accessory

units. Council Member Henney thought many owners would build accessory units if they weren't prohibited by CCRs or zones. He was in favor of renting rooms, roommates and other creative ideas for affordability. He liked RUEs, but didn't want to kick people out of their homes based on income.

Council Member Doilney liked RUEs, but was concerned about proactive development if the City kept adding requirements for the developers. He also favored allowing more people in the buildings the City already had.

Glidden noted staff was working on Accessory Dwelling Units (ADU), which was in the Land Management Code, and indicated this would be discussed by the Planning Commission in the next few weeks. Mayor Beerman asked for a future discussion on how to meet the City's housing goals.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present via technology
None	Excused

II) APPOINTMENTS

1. Consideration to Appoint Jennifer Adler, Seth Beal, and Bruce Kasanoff and Reappoint Sarah Hall to Serve on the Library Board for Three-Year Terms Beginning July 2020:

Adriane Juarez, Library Director, reviewed the process for the Library Board member selection.

Mayor Beerman opened the meeting for public input.

Jess Griffiths via Zoom stated there were many qualified applicants and the selection was a hard decision. He added the appointees tonight were great.

Mayor Beerman closed the public input portion of the meeting.

Council Member Henney indicated when the library was remodeled many in the community doubted the need. Now the library had proven to be such an asset, and so many people wanted to help it continue to progress.

Juarez noted Saturday the library was celebrating its 5th anniversary of the renovation and there would be story time on the library field.

Council Member Worel moved to appoint Jennifer Adler, Seth Beal, and Bruce Kasanoff and reappoint Sarah Hall to serve on the Library Board for three-year terms beginning July 2020. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

The Council members and Mayor Beerman reviewed the events and activities they participated in since the last meeting.

Mayor Beerman asked if Council wanted a discussion on a traffic flow pilot program where the City would install one-way signage and use other methods to keep commercial vehicles out of residential areas, including Hillside Avenue, Park Avenue and Woodside Avenue. Council agreed they would like to have that discussion. Mayor Beerman asked for better public education to remind people to wear masks and protect the community.

Staff Communications Reports:

1. Public Utilities Sustainability Article:

2. COVID-19 Related Rent Abatement for Tenants of City-Owned Facilities:

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

Mayor Beerman opened the meeting for anyone who wished to submit written comments, or give in-person comments to the Council on items not included on the agenda.

1 Neal Krasnick read the following statement: "During the 20th century this City was
2 almost a ghost town. Today Park City is almost a ghost town. In the twentieth century
3 the city had silver mining and outdoor recreation. Silver mining, ski jumping, powder
4 skiing, Olympics, recreational skiing. Money was made, then the developer left, the
5 tourist dollar left... empty builds were left... It was the Aesop's Fable of the goose that
6 laid the golden egg. The Goose that laid the Golden egg; a farmer became wealthy
7 because he had a goose who laid golden eggs. Greedy men wanted to have the gold,
8 so they stole the goose and cut it open. The Goose died. They had nothing.

9
10 Today, in Park City the "tourist dollar" has made local businessmen and property
11 developers wealthy. Park City is almost a ghost town. The real wealth of Park City has
12 always been the Wasatch Mountains. They were exploited to the point that we have a
13 Ghost town. The City has always been aware of the need of clean water and room to
14 breathe. We need bigger attitudes. We have packed Park City the same way Walmart
15 developed its chain. "Pack it deep and sell it cheap" was their motto. We need less
16 commercial development and more breathing room. Outdoor recreation needs the great
17 outdoors. Outdoor recreation does not need more parking garages, taco stands, fast
18 food chains, motels, hotels, beauty parlors, cheap labor and sunglasses. We need the
19 exact opposite: breathing space, fresh air, clean water, no noise pollution, no light
20 pollution, less sewage, less disposable material, no traffic jams, educated employees,
21 etc. We need year-round educated workers, not cheap seasonal employees. We need
22 people who have pride in how they live, not servants.

23
24 There is NO reason for ANYONE to visit Park City. They can experience overcrowded
25 conditions that include mentally and physically sick people where they currently reside.
26 They can find those things where they live, in Salt Lake, Denver, New York, Dallas, Los
27 Angeles. The City has encouraged commercial tourism. The City should try something
28 different. I am not liberal nor am I altruistic. I have an agenda, I am sure each person in
29 Park City has things, ideas and wants they feel they should be able to obtain. I enjoy
30 mountain biking, hiking and being in the outdoors. I do not enjoy living with the
31 physically and mentally sick. I do not know if the continuous coughing I hear is the
32 cigarette smoker, a drug addict, or a viral respiratory infection cough. Speed kills, and in
33 Park City the average visitor and recreational enthusiast is a "speed demon". They
34 must get to where they are going as fast as they can so they can rest. Their vacation is
35 a competition. This input is about getting the City Government moving toward a
36 profitable and acceptable way of guiding the city."

37
38 Mayor Beerman closed the public input portion of the meeting.

39
40 **V) CONSIDERATION OF MINUTES**

Consideration to Approve the City Council Meeting Minutes from May 14, 21, and 28, 2020:

Mayor Beerman indicated he had the following corrections with the minutes: May 14th, Page Four, Line 11, to add “renewable” before energy. May 21st, Page Four, Line 12, “but he wanted the focus to be on Main Street businesses rather than Silly Market scenarios”; Page Seven, Line 24, add “not” before opening Guardsman Pass; Line 38, add “other” before members; Line 41, “Park City had been a founding member and invested a lot of time and effort into this organization.” May 28th, Page Two, Line 10, “frontline healthcare workers.”

Council Member Gerber moved to approve the City Council meeting minutes from May 14, 21, and 28, 2020 as amended. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

ABSTAIN: Council Member Worel from the May 21, 2020 Minutes

VI) CONSENT AGENDA

1. Request to Approve Lease Addendum One in a Form Approved by the City Attorney for the 1302 Norfolk Avenue Residential Rental Agreement:

2. Request to Authorize the City Manager to Amend the Existing Contract between Park City Municipal and Horrocks Engineers, for an Additional Amount Not to Exceed \$145,310 for Construction Management of the SR-248/Kearns Boulevard Tunnel:

3. Request to Approve a One Year Extension to the Property Lease for the Park City Cooperative Preschool (PCCP) in a Form Approved by the City Attorney:

4. Request to Approve a One Year Extension to the Property Lease for Park City Film (PCF) in a Form Approved by the City Attorney:

5. Request to Authorize the City Manager to Execute Amendment No. 1 to the Construction Agreement, in a Form Approved by the City Attorney, with Harrison Western Construction Corporation Inc., to Fund the Spiro Mine Tunnel Protection and Reconstruction Project, Not to Exceed \$4,500,000:

Council Member Henney asked about this construction project being in a neighborhood that saw a lot of construction impacts. He wondered if the impacts would affect the local business and if the scale of the project would impact the neighborhood, especially since the 3Kings Water Treatment Plant construction was impacting that neighborhood.

Griffin Lloyd, Water Department, stated he was working with the same public information team as they used for 3Kings. This tunnel project would only take six months to complete and he estimated it would be finished by December. The façade would be constructed next April through June. The construction parking would take six spaces next to the tunnel. The staging would be offsite, so there would only be some truck traffic and parking that would be an impact. Council Member Henney thought six parking spaces was reasonable. He noted that area was by a trail and was a popular lunch location and this construction area couldn't expand. Lloyd stated the construction company was limited to the upper parking lot with six spaces.

6. Request to Authorize the City Manager to Execute the First Addendum to the Professional Services Agreement, in a Form Approved by the City Attorney, with Lithos Engineering Inc., for the Spiro Mine Tunnel Reconstruction Project in an Amount Not to Exceed \$265,000.00:

7. Request to Adopt Resolution 13-2020, a Resolution Approving Amendments to the Central Wasatch Commission Interlocal Agreement and Admitting the Town of Brighton as a Member of the Central Wasatch Commission:

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

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

VII) OLD BUSINESS

1. Discuss Potential Changes to the Proposed 2020 Kimball Arts Festival (KAC) Supplemental Plan:

Jenny Diersen, Special Events Manager, along with Dan Lemaitre, Board Chair, Shawni Tanner, Interim Executive Director, and Amy Roberts, Events and Marketing, KAC, were present for this item. Diersen stated this was a pinnacle event for Park City and was scheduled for July 31-August 2. The revenue supported local artists and was an economic driver for businesses. KAC recommended reducing the number of booths to 140 or by 27% to accommodate additional social distancing space. There would also be timed entry for patrons. KAC asked for additional booth space. With the impacts of COVID-19, there was an anticipated 40% visitor reduction. She noted if the State had a change in restrictions, KAC and City staff would work to adapt the plans even further.

Lemaitre stated adapting the festival plans would create an operating loss, but they felt having the event was the right thing to do because KAC wanted to connect people to art. Some of their constituents were artists and they had been greatly impacted by COVID-19. He noted the board was divided, but they weren't divided on moving forward

1 with having a safe arts festival. They were committed to adhering to the guidelines to
2 keep it safe.

3
4 Council Member Worel asked if KAC had time to put the logistics in place. Roberts
5 stated the artists were chosen in March and the board reached out to them to see if they
6 were still interested. She felt confident the board could meet the timeline.

7
8 Council Member Joyce noted a 30%-40% attendance reduction was estimated and
9 asked how admittance to the festival would be limited to 750 people at a time. Roberts
10 explained the tickets would indicate a timed entry. She also noted the estimated 50,000
11 that normally attended were not all unique attendees, but some attendees came on
12 multiple days. Diersen indicated if the State went into a green phase, staff would still
13 estimate a 40% attendance reduction. Council Member Joyce didn't know how social
14 distancing could be managed and stated he didn't want to jeopardize the ski season.
15 Roberts stated she consulted with the Summit County Health Department Director and
16 he didn't think an early August event would impact something three or four months later.
17 Diersen stated the 40% attendance reduction estimate would be the minimum reduction
18 that would be seen. Lemaitre stated those estimates were based on a green risk level,
19 and if there was a yellow risk level, those attendance numbers would be even lower.

20
21 Council Member Doilney stated Park City had the opportunity to show that the City
22 could handle a crowd this size prior to the ski season. Council Member Gerber stated
23 the City was taking a chance with people's lives. She was concerned how KAC would
24 keep low numbers of attendees on Main Street. She wanted to be a good partner with
25 KAC, but health and safety was at the forefront of her concerns. Lemaitre stated KAC
26 staff and board had the same concerns. They had contingency plans for the festival if
27 the risk level was yellow, including having special hours for some attendees and
28 requiring masks of the artists and volunteers.

29
30 Council Member Worel stated the City was helping businesses reopen safely and she
31 felt this was the same thing. Their request was to bring back a plan. Mayor Beerman
32 asked if KAC would mandate the use of masks by attendees. Roberts stated they would
33 require masks if the City gave them permission.

34
35 Council Member Joyce liked the 750 person limit on Main Street. He didn't trust the
36 State risk levels, so he suggested putting minimum requirements in the plan. It was
37 indicated the board would plan with the minimum of a yellow risk level scenario,
38 regardless of the actual risk level. Council favored moving forward with planning.

39
40 Mayor Beerman opened the meeting for public input. No comments were submitted.
41 Mayor Beerman closed the public input portion of the meeting.

42
43 **VIII) NEW BUSINESS**

1. Letter from Mayor, City Council, Chief Wade Carpenter and City Manager Matt Dias after the Events in Minneapolis, Minnesota and Ensuing Protests around the U.S.:

Mayor Beerman indicated this had been a rough couple weeks since the murder in Minneapolis. He and Police Chief Wade Carpenter had talked extensively and he was pleased with the City's Police Department. Chief Carpenter condemned the death of George Floyd and stated bad officers affected the entire profession. All police departments nationally and internationally condemned this behavior. He recognized that officers needed resources to do their jobs effectively. Park City was the first police department in the State to use body cams for transparency purposes. PCPD had implemented numerous programs to help those in the City.

Council Member Gerber appreciated the policies put in place. She asked how often officers received bias training. Chief Carpenter stated they had model policies. Implicit bias was not a policy, but the department had bias-based policing practices, which was a policy that spelled out what the police officers would be held to. He explained the training officers received on implicit bias. Chief Carpenter stated the department tried to determine the needs of the community, but he hoped he could hear concerns from the neighborhoods so the Police Department could get other perspectives. Council Member Gerber stated many people thought police didn't have the skillset to handle so many different scenarios. She thought there should be a discussion with the Police Department on if they had the resources to handle mental health and other crises. Chief Carpenter stated all officers were trained on mental health critical incidents. He knew mental health and homelessness sometimes went hand in hand. They didn't have all the resources, but within Park City, there were several entities that had capabilities to help individuals with mental health issues. Council Member Gerber asked what trainings other officers in the State received. Chief Carpenter stated PCPD contracted with West Jordan officers to help with Park City events and those officers received the trainings as well. Each officer was vetted by his/her department and was required not to have any discipline issues before they came to work at events in Park City. Council Member Gerber stated there were immigrants in the community and she asked what numbers were tracked. Chief Carpenter stated the Police year-end report had numbers of arrests by race and noted the arrests trended closely with the population statistics.

Council Member Doilney noted that there was a lot of outreach between Council and the community and he suggested having outreach events between the Police Department and the community. Chief Carpenter reviewed the outreach police officers had with the community and with seasonal workers in particular.

Council Member Worel asked if there were plans to put all the officers in the advanced national mental health training. Chief Carpenter stated 70% of Park City officers had the advanced training and all had received other trainings.

1
2 Mayor Beerman opened the public hearing.
3

4 Bill Dark: "Recent events have magnified the issue of the police that were hired to
5 protect and serve instead acting like a gang of thugs and bullies. This problem is
6 nationwide and unfortunately not a stranger to Park City. I have lived in this town for 26
7 years and in almost every incident interacting with the police here, have come out of it
8 with a negative experience. Last fall, I found a disturbing video on the internet of four
9 Park City Police involved in a domestic situation bullying a 15 year old boy. I sent the
10 link to the City council and the mayor and heard nothing back from any of them. I did get
11 a response from Wade Carpenter that was a generic cut and paste response and no
12 follow up after that. With everything going on with protests and riots, the one and most
13 important entity we hear not a word from is the police telling us that they see the
14 problem and will actively address it. We have bad police here in our town, that is a fact.
15 Until those men and women are either fired or pulled into line with the good cops how
16 are we supposed to trust any of them? If you had three dogs in front of you and you
17 knew one would bite, but didn't know which one, would you reach out to any of them? I
18 realize this is going to put me in the crosshairs of these bad cops, but someone has to
19 speak up. Park City Council, Mayor and Wade Carpenter when are you going to
20 acknowledge the problem and fix it?"
21

22 Chief Carpenter stated he couldn't comment on current cases.
23

24 Meghan Higgins: "Hello, I wanted to say thank you to the Mayor and City Council for
25 putting out a statement regarding Minneapolis and the racial bias that is present in our
26 own community. In my time in Park City I have witnessed an incredible community that
27 cares deeply for one another and is very willing to support local nonprofit organizations
28 and initiatives that seek to help underserved populations. As Mayor Mayor Beerman
29 stated, you are committed to creating a safe and more equitable community for all that
30 work, live and visit Park City. My question is, what steps are you going to take and
31 commit to in order to create a more equitable community in our town that would yield a
32 more inclusive environment for the minority populations of our town, particularly in
33 regards to industry workers that may feel discriminated against or taken advantage of in
34 terms of housing and affordability of residing in Park City?"
35

36 Chief Carpenter stated policing was taken seriously and immigration status had nothing
37 to do with it. Victims of crimes would receive help from the Police Department. Mayor
38 Beerman stated her question more involved what the City would do to create equity and
39 noted the City would be working on this in the next few years.
40

41 Mayor Beerman closed the public hearing.
42

Mayor Beerman thanked Chief Carpenter and the Police Department for their hard work. Chief Carpenter stated the Police Department had received an outpouring of support and he thanked Council and the community.

2. FY2020-21 City Manager's Recommended Budget:

Mayor Beerman opened the public hearing.

Jane Toly: "Greetings and thank you for taking my comments regarding the after-school programs at Park City School District. As a working parent with a child in the program, I have watched the program grow and evolve to meet the needs of our local families. The Park City School District's after-school program is very unique and a crucial offering not available in the surrounding communities. It sets our community apart in meeting the needs of children and working parents. It gives me peace of mind knowing that my child is well taken care of while I am working and unavailable. It is my sincere hope that council continues to fund this amazing program at the level recommended by the committee so that the positive bonds children have with the after-school staff and the peace of mind for parents may continue."

Todd Klarich: "As Director of the Park City After-School program I see a direct impact every day to over 450 students and their families! The main purpose of this request is to secure the financial support we need to provide the highest quality, academically supported, and engaging program for our students and their families. Everyday in our After-School program the children receive the skills they need to perform well in school, participate actively in their community, and develop the socio-emotional talents they need and want to become valuable members of our town. With your support we are able to offer families peace of mind that their children are in a safe, healthy and enriching environment throughout the year. Thank you very much for your consideration of this important request!"

Kara Cody: "Thank you for this opportunity to comment on the Special Service Contract Committee's funding recommendations for next year. I want to thank the Committee for the recommendation to fund the McPolin and Parley's Park Elementary After school programs through the Park City Education Foundation (PCEF). I urge the Council members to support the Committee's funding recommendation to fully support this vital program that provides care for 5-10 year old children after their school day ends and while parents are still working. The Afterschool Program ensures that all working families in our community have access to a quality afterschool program. The programs at all four elementary, middle, and junior high schools provide a rich experience in a safe and supportive environment. This includes homework help, literacy, science exploration activities, art, snacks, exercise and opportunities to engage with the community through key partnerships. In our pandemic reality, the Afterschool Program is more important than ever to address the opportunity gap in our community and

schools that is increasing with an economic recession and healthy risks. Research demonstrates that expanding access to after school programs equates to higher graduation rates, improved academic achievement, and higher wages. Working families in Park City need the school-based Afterschool Program to provide a consistent, high quality, and nurturing environment for children after the school bell rings. These are 5-10 years old kiddos who should not be home alone. All children need a safe, healthy, educating, enriching, and affordable care after the school day ends. Our schools are the backbone for the community's collective work and impact. However, our schools need additional support to ensure we offer ALL students opportunities to be successful and reach their potential. Thank you for your service on City Council and for your consideration of this impactful program."

Mayor Beerman closed the public hearing and indicated most of the budget discussion happened during today's work session.

Council Member Henney moved to continue the FY2020-21 City Manager's recommended budget to June 18, 2020. Council Member Worel seconded the motion.

RESULT: CONTINUED TO JUNE 18, 2020

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

3. Council Compensation Ordinance:

Jed Briggs, Budget Manager, stated the ordinance showed the Council's compensation per State code, and he would also include, as directed by Council, the health insurance benefit to show a total compensation package for the City Council and Mayor for maximum transparency.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Gerber moved to continue the Council Compensation Ordinance to June 18, 2020. Council Member Henney seconded the motion.

RESULT: CONTINUED TO JUNE 18, 2020

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

4. Consideration to Approve Ordinance 2020-23, an Ordinance Approving the Snow Park Residences Condominium Plat at 2290 Deer Valley Drive East, Park City, Utah:

Alex Ananth, Planner, and Steve Mehr, attorney for the applicant, were present for this item. Ananth stated this plat was phase two of a three-phase project. She noted two affordable units would be constructed during this phase.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Henney asked about vehicular access. There was significant traffic going to St. Regis using Deer Crest access. The development agreement limited the Deer Crest access. He asked if this issue had been addressed. Ananth stated there was correspondence about traffic in the file, but in the last year she received none. Mayor Beerman indicated he heard there were a few complaints, but didn't know if this was the place to address it. Council Member Joyce indicated other things would be developed and the access could be discussed at that time. There was discussion on "support commercial" that would bring people to the Deer Crest area. Ananth stated Phase Three had to pull a building permit by the end of 2020, so this could be researched and discussed further at a future meeting.

Council Member Joyce moved to approve Ordinance 2020-23, an ordinance approving the Snow Park Residences Condominium Plat at 2290 Deer Valley Drive East, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

5. Consideration to Approve Ordinance 2020-24, an Ordinance Approving the 1121 Norfolk Avenue Plat Amendment, Located at 1121 Norfolk Avenue, Park City, Utah:

Laura Kuhrmeyer, Planner, stated this plat amendment would combine two lots.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Gerber asked in what year the home was built. Kuhrmeyer didn't know, but indicated the home was not listed on the Historic Sites Inventory. Council Member Gerber stated she read the intent was to demolish the existing home and build a new one.

Council Member Joyce moved to approve Ordinance 2020-24, an ordinance approving the 1121 Norfolk Avenue Plat Amendment, located at 1121 Norfolk Avenue, Park City, Utah. Council Member Doilney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

6. Consideration to Approve Ordinance 2020-25, an Ordinance Amending Park City Municipal Code Title 2, Chapter 4, Section 9 – Bonding of City Officials, to Reflect Changes in State Law:

Sara Nagel, Finance Department, presented this item. She indicated this ordinance would update the City code to be aligned with the State code on bonding requirements.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Gerber moved to approve Ordinance 2020-25, an ordinance amending Park City Municipal Code Title 2, Chapter 4, Section 9 – Bonding of City Officials, to reflect changes in State law. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

IX) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



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

June 18, 2020

The Council of Park City, Summit County, Utah, met in open meeting on June 18, 2020, at 4:45 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

WORK SESSION

Discuss Future Uses of the City-Owned Gordo Property:

David Everitt, Deputy City Manager, presented this item and stated the Gordo property was at the Richardson Flat intersection. It was acquired in 1996, with General Fund money used for part of the parcel and open space funds used for the remaining piece. He proposed to use the property to store contaminated soils from City construction projects. The Arts and Culture project would need a space to store 50,000 cubic yards of soil. He wanted to discuss what amount would fit in this area and was looking for approval to move forward in creating a site plan for the soil. Currently, most of the parcel was zoned residential and the other part was zoned recreation open space. A site suitability study was performed and the report stated the proposed use was appropriate. Everitt thought this was a valuable spot for this purpose. When the site was filled, it would be capped and could be used for many different purposes, or it could continue as open space. He noted one challenge was that it was located close to the Round Valley trail area.

Council Member Doilney stated the existing City projects had a 10 year timeframe, and asked what the capital project ambitions were. He also asked if the storage area would be available to commercial entities or residents who wanted to dispose of contaminated soils. Everitt stated that could be an option and pricing could be set to help offset operational costs. Mayor Beerman referred to discussions with previous Councils that the soil storage site would be used for City purposes, as well as for nonprofits and residential on a limited scale. Council Member Joyce stated a blue ribbon soils commission was created several years ago and they drafted a list of recommendations, many of which had not been implemented. He thought it would be nice to allow small scale residential use of the site, but felt it should not be used for commercial and large scale projects. Council Member Worel agreed with Council Member Joyce.

Council Member Gerber asked if staff was comfortable that the site had enough capacity for its projects as well as for residential use. Everitt stated a preliminary estimate was that it could handle soils from the City projects and residential drop offs.

Council Member Gerber was fine with residential use as long as the City could finish its projects. Council Members Doilney and Henney were also in favor of the recommended uses. Mayor Beerman stated there were soils that were temporarily being stored at the site, and asked if they could remain there while the storage area was constructed, to which Everitt affirmed.

Council Member Doilney asked for public education for the Park City Heights Subdivision. Everitt indicated the site would be setback away from the highway and the dumping would not be a daily event. Council Member Worel asked if there were hazards from the blowing dust. Everitt stated he would get an answer to that question and also report proposed dust mitigations associated with the site.

Council Member Joyce noted there was already 35,000 cubic yards stored there and nobody noticed so he didn't see a concern with 50,000 cubic yards being there. He also didn't think there would be visual concerns, and indicated that once the storage area was filled, it would be capped and something nice would replace that. He asked for preliminary drawings on what the site could look like 10 years into the future.

Everitt discussed the proposal to relocate the recycling center to this location as well in anticipation of the Arts and Culture development. Recycle Utah hadn't committed to the proposal yet, but they were considering a move by April 1, 2021. Council Member Gerber stated she was a liaison on the Recycle Utah board and indicated they could move by April. Council Member Doilney stated people would see the dirt when they dropped off their recycling. Council Member Gerber asked how far the Richardson Flat landfill was from Park City Heights Subdivision. Everitt stated it was closer to the subdivision than the proposed soils storage site. The Council agreed to proceed with the soils site and recycling site.

Review FY 2020 Fraud Risk Assessment:

Mindy Finlinson and Sarah Nagel, Finance Department, presented this item. Nagel reviewed a new requirement from the State Auditor. The City completed a State survey and it was determined Park City had a moderate fraud risk. Staff recommended three measures that could improve the City's risk level: an ethics statement signed annually by employees and elected officials, a training for elected officials, and a whistleblower hotline. If these measures were implemented, the fraud risk level would be very low.

Council Member Joyce asked if signing an ethics statement would deter somebody from committing fraud. Nagel stated studies showed it did deter bad behavior. Council agreed to implement the three measures.

REGULAR MEETING

I) ROLL CALL

1

Attendee Name	Status
Mayor Andy Beerman Council Member Max Doilney Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Nann Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	Present via technology
None	Excused

2

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II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

4

Council Questions and Comments:

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Mayor Beerman and the Council members reviewed events and meetings they attended since the last meeting.

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Council Member Worel reminded the public that people could contact the Peace House for counseling services. Council Member Joyce felt the car-free Main Street last Sunday was a success. Council Member Doilney noted people were not wearing masks at ballgames that he attended and he saw no social distancing. Only one person wore a mask in a store he entered, including the employees, but everyone at Whole Foods wore masks. He was not comfortable having events when nobody wore masks. He was concerned for the future of the community. Council Member Gerber noted the same when walking on Main Street Sunday. She and Council Member Doilney hoped for a way to require masks. Council Member Henney was discouraged at the lack of masks being worn. He hoped to discuss further measures the City could take to promote safety. He also praised the infrastructure and beauty of Bonanza Flat.

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Mayor Beerman stated the July 4th celebration would be minimal and a proposal would be brought to Council next week. Dias stated staff would be handing out masks to those on Main Street this Sunday. There would also be more signage reminding the public to wear masks. Mayor Beerman asked for signage next to the Welcome to Park City sign. He also asked for an update on interviews for the Police Complaint Review Committee. Dias recommended extending the application period because of the interest, and recommended having a work session with Council to review the committee policies and decide if the committee size could be expanded.

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Dias indicated that Special Events through the fall would be discussed at the meeting next week. Staff was trying to balance safety, health, jobs, and the economy in a

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responsible way. The Health Department director would be present, as well as stakeholders and the public.

Mayor Beerman announced the Supreme Court ruled against the roll back of Deferred Action for Childhood Arrivals (DACA), which would have put many of the City's residents in jeopardy. He indicated this was a win for the nation and community.

Staff Communications Reports:

1. Bonanza Flat Update:

2. 2020 Planning Commission Work Sessions and Proposed Land Management Code Amendments:

3. Efforts to Address Racial Inequities and Bias:

Sarah Pearce, Deputy City Manager, reviewed her report on efforts being made locally to address racial inequalities and bias. She noted this wasn't a comprehensive list, but the City wanted to find things internally to take action on immediately. She stated one thing was to bring artists of color to Main Street to create some murals. She welcomed input for ideas, in addition to those in the staff report. Council Member Gerber suggested looking at the City boards and asking individuals from diverse groups to apply for those board positions. She also would like to see people in affordable housing that reflected the community makeup. Council Member Henney was pleased there was a list and that the City had social equity as a priority. He knew there was more work to do so residents would all feel a sense of belonging.

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

Mayor Beerman opened the meeting for anyone who wished to submit written comments to the Council on items not included on the agenda.

Patty Frechette: "Will the City Council be reaching out to the nearby residential neighborhood of Park City Heights regarding future plans for the Gordo Property for further town use or storage of contaminated soil? Many in this new community, with a growing population, I'm sure are unaware of this issue. It would be beneficial for the town to inform the nearby residents of any plans and how they might affect those living in the area. Will environmental and safety studies be done? The City should reconsider any further use of this property due to the to the increasing population of the Park City Heights community as well nearby recreation areas of the heavily used rail trail, Round Valley, and the Quinn's Junction complex."

1 Heather Currie: "Dear Council Members, I'd like to take a moment to thank our Park City
2 Community for choosing "Affordability and Equity" as one of our pillars during the 2020
3 Visioning Process, and I'd also like to thank Park City Council Members and staff for
4 embracing and supporting this pillar as a community priority. I am a supporter of
5 investing in further cultivation of social equity and inclusion. I would love to learn more
6 about how Park City Municipal might expand on this. Many thanks for your leadership
7 and all you do! Sincerest thanks."

8
9 Mayor Beerman closed the public input portion of the meeting.

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11 **IV) NEW BUSINESS**

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13 **1. Consideration to approve Ordinance No. 2020-26, an Ordinance Adopting a**
14 **Revised Budget for FY2020 and a Budget for FY2021 for Park City Municipal**
15 **Corporation and its Related Agencies:**

16 Jed Briggs and Erik Daenitz, Budget Department, presented this item. Briggs reviewed
17 that the budget had been discussed over the last several meetings. He explained the
18 grants that departments received and that they were included in the budget. He also
19 indicated that part of the bond for the walkability project had been transferred to help
20 three other projects proceed. Funds were also included in the budget for the SR-248
21 project. He reviewed the self-insurance fund and noted this was funded by other funds
22 and the premiums would be going up this year. Briggs displayed the City debt schedule
23 and noted the debt threshold was less than 1% of property valuation.

24
25 Council Member Joyce stated there were many challenges with the budget period this
26 year, and the Budget Department had done a great job working through those
27 challenges. Council Member Worel asked if the City was adopting a final budget or a
28 provisional budget. Briggs stated it was technically the final budget, but it would come
29 back to Council in 90 days, so it was a provisional final budget. The Council
30 complimented the budget staff for all their work.

31
32 Mayor Beerman opened the public hearing. No comments were submitted. Mayor
33 Beerman closed the public hearing.

34
35 Council Member Henney moved to approve Ordinance No. 2020-26, an Ordinance
36 adopting a revised budget for FY2020 and a final provisional budget for FY2021 for
37 Park City Municipal Corporation and its related agencies. Council Member Worel
38 seconded the motion.

39 **RESULT: APPROVED**

40 **AYES:** Council Members Doilney, Gerber, Henney, Joyce, and Worel

2. Consideration to Approve Ordinance 2020-27, an Ordinance Establishing Compensation for the Mayor, City Council, and Statutory Officers for Fiscal Year 2020-2021 in Park City, Utah:

Jed Briggs reviewed that health insurance benefits were added to the ordinance to clarify actual compensation for the Mayor and Council.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Worel asked about the wedding compensation noted on the ordinance. Mayor Beerman stated the last two mayors donated the wedding payments to charity, so that was currently a non-issue.

Council Member Doilney moved to approve Ordinance 2020-27, an ordinance establishing compensation for the Mayor, City Council, and statutory officers for Fiscal Year 2020-2021 in Park City, Utah. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

3. Consideration to Approve Resolution 14-2020, a Resolution Adopting the Fee Schedule; and Replacing and Repealing Resolution 25-2019 In Its Entirety:

Jed Briggs stated the new fees would be effective July 1, 2020.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Joyce noted a typo on Page 31 of the Fee Schedule, under Library Fees.

Council Member Joyce moved to adopt Resolution 14-2020, a Resolution adopting the Fee Schedule; and replacing and repealing Resolution 25-2019 in its entirety. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

4. Consideration to Approve Resolution 15-2020 a Resolution Adopting the Park City Comprehensive Emergency Management Plan (CEMP):

Matt Dias stated McComb worked long hours with federal, state and local officials during the ongoing pandemic. The City was fortunate to have an emergency manager. Mike McComb, Emergency Manager, stated the City was required to have a current CEMP to remain compliant with the National Incident Management System (NIMS),

which qualified the City to be eligible for grants. He indicated the Federal Emergency Management Agency (FEMA) just released a new training program, and the City was adapting in order to align with FEMA and allow for better operability with the City's State and local partners.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Joyce moved to adopt Resolution 15-2020 a resolution adopting the Park City Comprehensive Emergency Management Plan (CEMP). Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

5. Consideration to Approve Ordinance 2020-28, an Ordinance Approving the 1162 Woodside Plat Amendment Located at 1162 Woodside Avenue, Park City, Utah:

Caitlyn Barhorst, Historic Preservation Planner, stated this plat amendment would remove a lot line on the property.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Joyce stated Bruce Erickson, Planning Director, was trying to get rid of some work that is mostly administrative in order to streamline the process for residents. He asked if the lot line removal approval by Council could be delegated so applicants could save time. Erickson stated currently Council approval was required by State law for subdivision plats.

Council Member Doilney moved to approve Ordinance 2020-28, an ordinance approving the 1162 Woodside Plat Amendment Located at 1162 Woodside Avenue, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

6. Consideration to Approve Ordinance 2020-29, an Ordinance Approving the 1064 Park Avenue Condominium Plat, Located at 1064 Park Avenue, Park City, Utah:

Laura Kuhrmeyer, Planner, stated the Planning Commission was concerned about parking issues that could arise for this parcel in the future, and were specifically concerned with the accessory structure becoming a nightly rental, which would add

1 parking. There was nothing the City could do to prohibit nightly rentals since it was
2 allowed in the zone. The applicant agreed to a note on the plat that would prohibit
3 nightly rentals in the structure. She indicated Condition of Approval Eight would be
4 removed and a new condition of approval would be added to say “nightly rentals are
5 prohibited in the accessory structure.”

6
7 Mayor Beerman opened the public hearing.

8
9 Kevin Burns, property owner, indicated he was fine with the new plat note.

10
11 Mayor Beerman closed the public hearing.

12
13 Council Member Gerber asked if the accessory unit could be used as a long-term rental,
14 to which Kuhrmeyer affirmed. Council Member Gerber asked if the yoga studio was
15 private or public. Burns stated it would only be for the residents.

16
17 Council Member Doilney asked how a nightly rental could be enforced. Kuhrmeyer
18 stated all licensed nightly rentals were reviewed by Planning and were checked against
19 the plats. Council Member Joyce stated many nightly rentals did not have business
20 licenses and they were hard to enforce.

21
22 Melyssa Davidson, attorney for the applicant, stated she was there to answer questions.
23 Council Member Joyce asked if there would be a parking issue with a long-term rental.
24 Kuhrmeyer stated the accessory unit could not be used as a nightly rental because
25 there was no bedroom. To add a bedroom, it would have to be approved as an
26 accessory apartment, and it wouldn't meet the criteria for that designation. Council
27 Member Joyce felt the yoga room could be easily converted to a bedroom for nightly
28 rentals. Burns stated the accessory unit was a place to keep his stuff when he rented
29 out the main unit. Council Member Worel agreed with Council Member Joyce and asked
30 what could be put in place to prevent that unit from being a nightly rental in the future.
31 Council Member Joyce stated the State restricted the City's options. Council Member
32 Gerber stated there was an affordable housing problem, and this unit would be a great
33 long-term rental.

34
35 Council Member Doilney moved to approve Ordinance 2020-29, an ordinance
36 approving the 1064 Park Avenue Condominium Plat, located at 1064 Park Avenue,
37 Park City, Utah, with the amendment that Condition of Approval Eight be replaced with
38 a condition to include a plat note that prohibits nightly rentals in the accessory structure,
39 and in a form approved by the City Attorney. Council Member Joyce seconded the
40 motion.

RESULT: APPROVED

AYES: Council Members Doilney, Gerber, Henney, Joyce, and Worel

V) ADJOURNMENT

VI) PARK CITY REDEVELOPMENT AGENCY MEETING

I) ROLL CALL

Attendee Name	Status
Chair Andy Mayor Beerman Board Member Becca Gerber Board Member Max Doilney Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, Executive Director Margaret Plane, Special Counsel Michelle Kellogg, Secretary	Present via technology
None	Absent

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

Chair Beerman opened the meeting for anyone who wished to submit written comments to the Council on items not included on the agenda. No comments were submitted. Chair Beerman closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Approve Resolution RDA 02-2020, a Resolution Adopting the Fiscal Year 2020 Revised Budget and the Fiscal Year 2021 Budget for Park City Redevelopment Agency:

Chair Beerman opened the public hearing. No comments were submitted. Chair Beerman closed the public hearing.

Board Member Gerber moved to adopt Resolution RDA 02-2020, a resolution adopting the Fiscal Year 2020 revised budget and the Fiscal Year 2021 budget for Park City Redevelopment Agency. Board Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Board Members Doilney, Gerber, Henney, Joyce, and Worel

IV) ADJOURNMENT

VII) PARK CITY MUNICIPAL BUILDING AUTHORITY MEETING

I) ROLL CALL

Attendee Name	Status
Chair Andy Mayor Beerman Board Member Becca Gerber Board Member Max Doilney Board Member Tim Henney Board Member Steve Joyce Board Member Nann Worel Matt Dias, Executive Director Margaret Plane, Special Counsel Michelle Kellogg, Secretary	Present via technology
None	Absent

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

Chair Beerman opened the meeting for anyone who wished to submit written comments to the Council on items not included on the agenda. No comments were submitted. Chair Beerman closed the public input portion of the meeting.

III) NEW BUSINESS

1. Consideration to Approve Resolution MBA 02-2020, a Resolution Adopting the Fiscal Year 2020 Revised Budget and the Fiscal Year 2021 Budget for Park City Municipal Building Authority:

Chair Beerman opened the public hearing. No comments were submitted. Chair Beerman closed the public hearing.

Board Member Joyce moved to adopt Resolution MBA 02-2020, a resolution adopting the Fiscal Year 2020 revised budget and the Fiscal Year 2021 budget for Park City Municipal Building Authority. Board Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Board Members Doilney, Gerber, Henney, Joyce, and Worel

IV) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



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

June 25, 2020

The Council of Park City, Summit County, Utah, met in open meeting on June 25, 2020, at 3:30 p.m. The meeting was a remote, electronic meeting due to the declared public health emergency.

Council Member Henney moved to close the meeting to discuss property and litigation at 3:30 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, and Worel

EXCUSED: Council Member Doilney

CLOSED SESSION

Council Member Henney moved to adjourn from Closed Meeting at 4:30 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, and Worel

EXCUSED: Council Member Doilney

WORK SESSION

Discuss Rooftop Solar for Public Works Offices (Bus Barn) and Quinn's Junction Water Treatment Plant:

Matt Twombly, Project Manager, Roger McClain, Water Manager, and Luke Cartin, Environmental Sustainability Manager, presented this item. Twombly sought Council direction on installing rooftop solar on the Public Works offices, and if they did not want to go in that direction, did Council want to set aside money to do other energy efficient projects at that site. Cartin reviewed the commercial solar farm was for the existing City operations' electricity load. It would not allow for incremental electricity growth that came with new or expanded facilities or services. He noted the pros of rooftop solar included the price was less than 10% of the total project, stable pricing, reduced operating costs, it benefitted the electric grid and would help local installers, and would show leadership. Some cons of rooftop solar included increased capital cost, it was more expensive than utility-scale solar, it could not take advantage of tax incentives,

1 and the 2030 community-wide solar program was already underway. He noted previous
2 Council discussions concluded it was the policy was to install rooftop solar, but that
3 Council could consider each project on a case-by-case basis.
4

5 McClain stated they were at the point in this project where the rooftop solar could be
6 included or excluded. The return on investment (ROI) for the maintenance building was
7 not good. The building was not occupied and was kept at 40 degrees in the winter so
8 there weren't a lot of utility costs. The installation of panels would help the building
9 become a net-zero building which was the City's goal.
10

11 Council Member Joyce asked if the calculations were done on the current pricing. Cartin
12 affirmed they were, and reviewed the solar issues on both national and state levels.
13 Council Member Joyce asked if the City would be compensated for any energy returned
14 to the grid. Cartin explained the process for installing rooftop solar and indicated the
15 rate depended on the timing of filing the application.
16

17 Mayor Beerman asked if the extra electricity collected from the building would go back
18 to the grid. McClain stated the number of panels were balanced with what the energy
19 demand was for the building, so there wouldn't be much overage. Mayor Beerman
20 asked why staff thought the maintenance shed did not have a good ROI. McClain stated
21 the installation cost was high and not a lot of power was used in that building. Mayor
22 Beerman asked if the same amount of panels could be on a different building to help
23 create a savings. McClain stated the cost would go down with that scenario. Cartin
24 thought areas could be identified where this could be a stand-alone add on or an
25 addition to a project, but the City would probably receive a better ROI on another
26 project.
27

28 Council Member Gerber asked if the money for rooftop solar at the Public Works facility
29 would be used for another project, to which Cartin explained the building in question
30 was the maintenance shed. The Council already discussed solar panels for the Public
31 Works offices and determined that the money for solar panels should be allocated for
32 energy efficient projects.
33

34 Council Member Joyce supported the City's net zero goals, but wanted to make the
35 most of the money allocated for its net zero goals. He thought the \$250,000 for solar
36 panels could be used more effectively to help the City reach its goal. After some
37 discussion, Council favored discussing the best use of funds for net zero projects.
38 Mayor Beerman stated this discussion would continue at a future meeting.
39

40 **Summer Special Event Discussion 2020:**

41 Rich Bullough, Health Department Director, stated Summit County had been working on
42 a mandatory face mask order. Today he submitted a request for exemption to the
43 Governor's guidelines and specifically focused on mandating masks inside commercial

1 entities as well as large gatherings. He stated this was a critical time because the
2 COVID cases were trending upwards.
3

4 Mayor Beerman indicated there was a lot of concern in the community and the
5 exemption request would be essential as special events for the summer was discussed.
6 Jenny Diersen, Special Events Program Manager, presented this item with Jonathan
7 Weidenhamer, Phil Bondurant, Rich Bullough, Bill Malone and Bob Kollar, Captain
8 Andrew Leatham, and Dave Thacker. Diersen stated this year had been challenging.
9 Staff learned to adapt to the State guidelines. She reviewed that with every event that
10 was approved, staff had to make findings on health, safety and welfare impacts. She
11 reviewed the standards set by the State per the yellow risk level and indicated the City
12 could impose additional mitigations for events. She displayed a list of 10 major events
13 scheduled through the fall. Bullough gave statistics on the COVID-19 virus. He noted
14 the public health goals had been at odds with the economy and indicated curbing the
15 virus was critical to maintaining a healthy workforce. He stated the need for behavioral
16 health resources increased 280%. Events were a public health risk, especially those
17 that required travel, lodging and eating in restaurants. He asked Council to look at
18 events to see if they could limit the risks that were associated with restaurants and
19 lodging. He noted that the health department couldn't prohibit an event if it met the state
20 guidelines, but the risk would be greatly reduced if Summit County was given an
21 exemption by the State.
22

23 Bill Malone, Chamber of Commerce Executive Director, stated the economy was very
24 fragile. All groups coming to Park City had cancelled and visitation projections were not
25 good. Some visitors were just coming without reservations, and that was good news.
26 The resorts were slowly opening. He hoped businesses and the health department
27 could work together for a good outcome. He asked to look at events individually and be
28 creative in working with events. He also asked for consistent and clear protocols for
29 events.
30

31 Mayor Beerman stated when COVID hit, the health department took the lead in
32 combating and managing it. The City played a support role and was deferential to the
33 health department. But events were the City's responsibility and further restrictions
34 could be implemented.
35

36 Council Member Joyce asked what Council would be deciding with regard to events.
37 Mayor Beerman stated he heard from Council that there was a need to implement more
38 safety protocols. Council Member Joyce was concerned that people coming to town for
39 sporting events would stay and shop, dine, and lodge, which were things that couldn't
40 be mitigated by the City. The surrounding states had high cases of COVID-19, as well
41 as Utah. He also worried about holding the July 4th event and stated there was not an
42 economic impact with fireworks.
43

Council Member Gerber asked about enforcement if masks were required at an event. Since events could not be cancelled, could the City charge additional fees to make sure the mitigations took place. She also thought those on the field who were sweating and breathing hard might increase the transmission rate. She asked if spectators could be prohibited from attending the event. Bullough indicated enforcement would be through law enforcement and the police had shared that this was a concern. The first line of enforcement was communication and education. A potential fine could be set for the violator, but not for the business. He stated the fine was not approved, but felt it would likely be approved. He thought specific individuals could be delegated for mitigation efforts. He also noted the incidental contact between athletes and stated studies showed that limited contact was not a significant risk. Indoor sports would have a much greater risk. Council Member Gerber asked if the City could charge the event an extra fee if the attendees weren't complying. Diersen stated the fee schedule would need to be amended if that was the directive. Weidenhamer stated a fee could be charged to an event and discipline would usually be progressive per offense, beginning with a warning. He stated a significant change would be to assign additional fees to cover mitigation, such as bathroom cleaning, masks, etc. He noted another tool the City could use was to eliminate or reduce the fee waivers for events since the City had cut its budget.

Council Member Worel asked Bullough if the travel related cases were from residents who travelled elsewhere, or from those who travelled to Summit County. Bullough stated the statistics reflected both scenarios. Council Member Worel asked if the listed events would have the same fee waiver requests. Diersen stated Triple Crown would be the same, but July 4th would be significantly less. Council Member Worel asked how attendance would be tracked, as required by the State. Diersen stated events would register the participants and families, and there would also be ticketed entry. She indicated the Main Street Sunday event was approved before the tracking requirement was implemented.

Mayor Beerman paused the discussion to open the regular meeting, and noted this item would then resume.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Mayor Beerman Council Member Becca Council Member Gerber Council Member Tim Council Member Henney Council Member Steve Council Member Joyce	Present via technology

Council Member Nann Council Member Worel Matt Dias, City Manager Margaret Plane, Special Counsel Michelle Kellogg, City Recorder	
Council Member Max Doilney	Excused

Summer Special Event Discussion 2020 (Continued from Work Session):

Council Member Henney stated the most talked about mitigation for the virus was wearing masks. He asked if the City could require people to wear masks. He would consider holding events if masks were required. Plane indicated the legislature pre-empted local governments from being more restrictive than the Governor's order. The County submitted a request for an exemption to the order. The City code gave the City more authority when granting events, but lodging and restaurant attendance was not part of the event. Council Member Henney knew the City could authorize events to require masks, but everywhere else was a mask optional scenario. He struggled with some of the planned events and thought putting the City at risk could jeopardize the winter season. He favored doing the most possible regarding wearing masks. Mayor Beerman stated if there wasn't a comfort level with tourists coming to town, a bigger discussion needed to take place. Council Member Henney stated wearing masks at all times made him more comfortable. Council Member Henney agreed with Council Member Joyce about cancelling the July 4th event and he struggled with approving the Triple Crown and Extreme Soccer events.

Mayor Beerman opened the meeting for public comments.

Sam Rubin gave State statistics on the COVID-19 virus and indicated the numbers were increasing. He was concerned with the Triple Crown and Extreme Soccer events. The majority of teams were from California, Nevada, and Arizona, which were high case states. He indicated his business had been hurt because of the down economy. If winter events were cancelled, his business would go under. He asked Council to protect the City.

Shelley Gillwald, Extreme Soccer, talked about the mitigation efforts she implemented for this event, including limiting fields and participation by 40%, eliminating concessions and in-person registration, and requiring health checks. She stated there would be 300 maximum attendees at the Quinn's venue but 60-70 would be at each field. She took the responsibility seriously and worked hard to get the protocols in place. She stated the Extreme Cup had a huge impact on the families and indicated she would support Council's decision. She thought 300 teams would participate and 25% of those would play in Park City. Mayor Beerman asked if the teams were from Utah or were they regional. Gillwald stated it was mainly a Utah event. She offered to discouraged

participants from staying overnight, and indicated most players were from the Wasatch Front.

Keri King, Triple Crown Sports, stated 2,000 people would come per session and there would be two sessions, with participants spread out over several fields. He reviewed the crowd management mitigations planned in addition to what the City had asked them to do. He noted he could restrict access to the game if attendees violated the safety protocols. He offered to require a COVID test three days prior to the event.

Colin DeFord, Park City Rotary, doubted Miners Day would be doing a typical event this year. He stated the main goal of having Miners Day was to celebrate over 120 years of mining heritage. This was Rotary's largest fundraiser so his group was getting creative on fundraising. He looked forward to coming back in 2021.

Rebecca Marriott Champion: "Park City Council members, in my opinion, fireworks should be cancelled totally this year on the 4th of July. There are currently many tourists from other states coming to town to stay for the holiday and longer, with the possibility of spreading coronavirus. There will be people congregating in groups and not social distancing that day and evening that will spread the virus. The lack of people wearing masks around Park City will also complicate the virus spread. Many people from the Salt Lake Valley will want to come into town to see the fireworks since there won't be any firework shows down there. With the coronavirus increasing in numbers in Utah, if you add up all the possibilities of problems that could happen, it seems to me that the fireworks this year should be cancelled. Also, I think the council should consider instigating a marketing campaign around strategic locations in Park City that advocate the need for wearing a mask. Signs could be posted saying, "Masks are a protection for yourself, others, and for your loved ones". Just saying it is a kind thing to do isn't bold enough to help change people's minds about wearing one. A more aggressive approach by the city should be started because people are not taking wearing a mask seriously when they are in public places. In my opinion, masks do work to stop the spread of the coronavirus."

Mayor Beerman closed the public input portion of the meeting and indicated the County was fortunate not to have seen any deaths, and to be managing the virus well. He asked Bullough for his opinion on the proposed events. Bullough stated everyone was trying to figure this out together. He felt social gatherings with a limit of 50 outdoors with social distancing and masks were a low risk for short periods of time. He didn't think any of the proposed events met that criteria. At the same time, it was balancing what could be controlled. The mitigations were not completely adequate to eliminate risk. He suggested placing parameters on the events and building in additional requirements and then weighing the risks and benefits.

1 Diersen displayed four questions for Council relating to Special Events policies: 1. Does
2 the Council want to approach event permitting differently than State guidelines? 2. Does
3 the Council want to increase health mitigation protocols for City events? If so, are there
4 specific tools they are focused on? Who should pay? 3. Is there additional mitigation or
5 concerns Council requests staff address with regard to events? 4. Are there dates staff
6 should return to Council for further discussion on later summer/fall events?

7
8 Council favored approaching permitting differently and wanted to mandate face masks
9 for sure. Council Member Henney suggested participants sign a pledge that they would
10 wear masks for events and around town. Council Member Gerber thought it was okay
11 not to have events for a season. Park City didn't need to invite people to come to town
12 and she felt that would be respectful of the community. Council Member Worel stated
13 many in the community were concerned about events and especially with the Triple
14 Crown event. In other years, it was appropriate to incentivize events to come to Park
15 City, but the risk outweighed the benefits this year. Council Member Joyce agreed with
16 Council Members Gerber and Worel and didn't want July 4th fireworks. Council Member
17 Henney agreed with the other Council members.

18
19 Mayor Beerman stated the community was fragile and they were concerned about going
20 back to normal too soon. He knew people would miss the events and hardships would
21 be placed on the businesses. He hoped to rebuild events next year. He thought this
22 discussion should continue in a few weeks before cancelling fall events as well.
23 Weidenhamer stated staff would work on event mitigations and come back to Council.
24 Margaret Plane stated staff had to use the code to move forward with the events, and
25 they would be doing that.

26
27 Michael Witte via Zoom asserted the staff response of working on mitigations was in
28 direct opposition to Council direction of cancelling events for this year. It was a
29 disconnect between the people and City staff. He wanted Council to make it clear that
30 no events were happening this year. Mayor Beerman clarified that because of Council's
31 direction, staff would have to come back to officially cancel the event contracts. It was a
32 messy process that staff was cleaning up. Dias indicated there were hurdles for
33 applying the code, but staff heard Council's direction. He noted there was a process and
34 it was intended to be transparent.

35
36 Diersen asked if Council would like a car free Main Street on July 4th as well as a small
37 volleyball tournament. She understood there would be no parade and no fireworks.
38 Mayor Beerman favored the Main Street closure, but did not want to have a volleyball
39 tournament. Council Member Gerber suggested drawing circles at the park for social
40 distancing. Diersen stated the purpose of the volleyball tournament was to discourage
41 gatherings and promote social distancing. Captain Leatham indicated the small
42 volleyball tournament was a local event and if nothing was going on there, other
43 mitigation measures would need to be implemented to prevent gatherings. Council

Member Joyce favored car free Main Street and volleyball. Council Member Gerber asked if the tournament could be limited to residents in the 84060 and 84098 zip codes. Diersen stated most participants were from the Salt Lake area. Council Member Gerber preferred other measures to limit gathering. The Council agreed to cancel the volleyball tournament, but to allow the car free Main Street.

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Henney stated Sunday's dine and stroll was great. It was indicated 950 masks were distributed. He thanked staff for their good work.

Mayor Beerman announced that the Governor approved the Summit County and Park City exemption to mandate a requirement for face masks as well as the exemption for Salt Lake City and Salt Lake County. There would be a lot of work needed for enforcement and enforcement would be complaint based. He stated educational opportunities would be implemented.

Staff Communications Reports:

1. Near-Term Transportation Strategies for SR248 & Quinn's Junction Update:

Mayor Beerman stated putting the bikes on the Rail Trail was good, but that trail needed to be improved because there were a lot of potholes. Council Member Henney stated that improvements were currently being made. Alexis Verson, Transportation Planner, stated the improvements had been a priority. Council Member Joyce stated the Rail Trail was used a lot and got congested at times, and he wanted to explore as part of the Walkability project, taking over the management of the trail in order to expand the width, at least from Highway 40 to Bonanza Park. Council agreed to have staff look into options for managing the trail.

2. Parking Services COVID-19 Response Overview:

3. 2019 Annual Water Quality Consumer Confidence Report:

Michelle DeHaan, Water Quality & Treatment Manager, wanted to remind residents that the City had confidence in the quality of the drinking water. She indicated copies of the report were placed at the MARC. She wanted to emphasize that during COVID, the water was safe to drink. She also noted she wanted to expand the water testing program from 20 to 50 participants and was looking for additional participants. She encouraged residents to take an online survey. She stated outreach efforts were in place to encourage residents to conserve water while one of the treatment plants was not operating.

4. Federal CARES Act Local Government Allocation:

5. Rent Abatement for certain City Owned Facilities - July 2020:

6. Police Complaint Review Committee Update:

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

Mayor Beerman opened the meeting for anyone who wished to submit written comments to the Council on items not included on the agenda.

Cheryl Fox, Summit Land Conservancy: "Mayor Andy, City Council Members, and Heinrich: On behalf of the Summit Land Conservancy's Board of Directors, I'd like to thank you for the rent abatement that you've generously provided to the Conservancy during the pandemic. While the Conservancy's staff continues to mostly work from home, the office at "Club Med" still provides important infrastructure services for our work, which has not diminished at all. As we struggle to re-create all of our systems for doing work, to recalibrate all of our schedules, and reformat all of our services, the rent abatement is a very real relief. Thank you for this lovely and generous act of kindness that allows us to focus on our mission of saving local open spaces."

Craig Dennis, Prospector Square Property Owners Association: "Council members, I recognize on your agenda later today is a discussion regarding special events. Today's editorial in the Wall Street Journal does a good job of putting things in perspective. I note that although Utah's numbers were high again today, there were only three new cases in Summit County with no new hospitalizations according to the Record. My wife is sales and marketing director at the Hyatt Centric and is extremely concerned that if any more events are canceled, it will put downward pressure on rates and impact their economic viability as a hotel property. We need to manage through this properly. I survived Covid in March. I get the concern. But I have also talked to many of my businesses in Prospector where the slowdown is having a dramatic economic impact. I hope this input helps in your thinking through your next steps."

Julie Schultz: "Dear Council Members, I'd like to extend a sincere thank you to the Park City community for choosing Environmental Leadership as a pillar during the 2020 visioning process. I'd also like to thank Park City Council for their commitment to this pillar. Our waste management contracts are critical components of successful landfill diversion, and successful landfill diversion is a critical component of a successful environmental community plan. As a member of the Park City business community my team is dedicated to waste diversion and counts on our waste management provider to help with this process. I look forward to continued and improved waste management

1 and overall landfill diversion in our community. Thank you all for committing resources
2 to this important topic.”
3

4 Heather Currie, Recycle Utah: “Dear Council Members, regarding your conversation
5 today about solar panels: Thank you for your commitment to the Net Zero goal. Given
6 our commitment to bold change and that there will be a better return on investment for
7 the bus barn, I support implementing panels on the bus barn and at very least, re-
8 allocating panels for the maintenance shed to a project where ROI is best. Sincerest
9 thanks.”
10

11 Currie also submitted a second comment: “Dear Council Members, during the final
12 Vision 2020 gathering, our community resoundingly asked to move toward a zero-waste
13 target by 2030 - if not sooner. This target includes expanded recycling and management
14 of food and green waste. We cannot have successful landfill diversion without improved
15 waste management. Thank you for seriously considering optimal landfill diversion when
16 navigating upcoming waste management contracts. Please let us know what we can do
17 as community members to help you move us toward improved waste management and
18 overall landfill diversion. Sincerest thanks.”
19

20 Patricia Kenlon: “I’m so excited by the opportunity that a new RFP for waste and
21 recycling services presents. I’m very concerned about the cost and environmental
22 impacts of opening up another landfill, so it’s important to me that we do everything we
23 can to divert materials that could go to higher value uses. Perhaps most importantly is
24 our commercial food waste. I’d love to see the ability for our commercial businesses to
25 divert food waste to compost or a digester. The city of Orlando has had great success
26 with a similar program and has seen great cost savings as a result:
27 <https://www.orlando.gov/Trash-Recycling/Commercial-Food-Waste-Recycling> Along
28 the same lines, I’ve noticed how much yard waste finds its way into our trash. In other
29 areas I’ve lived previously, the city took all yard waste, Christmas trees, leaves, etc.
30 from residents and composted it. It saved the town a fortune in landfill costs, I’d like to
31 see that here. I’m also concerned by how little emphasis is put on recycling in general in
32 our area. I’ve learned that not much of recycling is actually getting recycled as I believe
33 there aren’t currently good incentives in place for the hauler to ensure the recycling isn’t
34 contaminated. I’d like to see incentives in the RFP to ensure that whoever is collecting
35 the recycling has the right motivation in place to do the education, communication, and
36 feedback that’s necessary to ensure that our recycling program is successful. Thanks so
37 much for listening to my thoughts, I hope they are helpful!”
38

39 Jake Railton: “Organic waste that ends up in a landfill produces methane and is one of
40 the leading causes of climate change, and climate change is one of the greatest threats
41 that ‘ski-towns’ like Park City face. It would be great to see this correlation recognized in
42 this meeting. Diverting food and green waste from landfill should be a priority for our
43 waste strategy.”

IV) CONSENT AGENDA

1. Request to Approve an Extension of the Waste Removal Contract with Republic Services for the Main Street Business Improvement District (BID) through November 30, 2020, in a Form Approved by the City Attorney

2. Request to Approve an Extension of the Management Contract of the Downtown Business Improvement District (BID) with the Historic Park City Alliance (HPCA) through November 20, 2020, in a Form Approved by the City Attorney

3. Request to Authorize the City Manager to Enter into a Purchase Agreement for the Affordable Housing Unit Located at 2064 Snow Creek Lane for \$350,000 in a Form Approved by the City Attorney, with the Intent to Sell the Unit to a Qualified Buyer for \$345,000

4. Request to Authorize the City Manager to Enter into Professional Service Provider Agreements with Green Leaf in the Amount of \$70,000, and with Jesus Rea Landscaping in the Amount of \$90,000, for a Total Amount of \$160,000 for Noxious Weed Abatement, in a Form Approved by the City Attorney

Council Member Gerber moved to remove Consent Agenda Item Three for further discussion. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, and Worel

EXCUSED: Council Member Doilney

Council Member Joyce moved to approve Consent Agenda Items One, Two and Four. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, and Worel

EXCUSED: Council Member Doilney

3. Request to Authorize the City Manager to Enter into a Purchase Agreement for the Affordable Housing Unit Located at 2064 Snow Creek Lane for \$350,000 in a Form Approved by the City Attorney, with the Intent to Sell the Unit to a Qualified Buyer for \$345,000:

Dias indicated there was a bankruptcy proceeding for this property and the City would wait until that process was completed before purchasing the unit.

Council Member Gerber moved to continue authorizing the City Manager to enter into a purchase agreement for the affordable housing unit located at 2064 Snow Creek Lane for \$350,000 in a form approved by the City Attorney, with the intent to sell the unit to a qualified buyer for \$345,000 to a date uncertain Council Member Henney seconded the motion.

RESULT: CONTINUED TO A DATE UNCERTAIN

AYES: Council Members Gerber, Henney, Joyce, and Worel

EXCUSED: Council Member Doilney

V) NEW BUSINESS

1. Discuss City Manager Protocol Requiring City Employees to Wear Face Masks; Consideration of City Council Resolution 16-2020, a Resolution Requiring All Individuals Living within, or Visiting, Park City to Wear Face Coverings under Specified Circumstances:

Mayor Beerman stated because of the Governor's exemption for Summit County and Park City to require face masks, this item was no longer relevant. Council Member Worel thanked the County Council's leadership on requesting the exemption with the City's letter of endorsement. Mayor Beerman indicated the County was a great partner.

2. Consideration to Approve Ordinance 2020-30, an Ordinance Amending Land Management Code 15-10-5 to Allow the Alternate Board of Adjustment Member to Count Toward a Quorum:

Rebecca Ward, Land Use Planner, stated the proposed code amendment would allow the alternate Board of Adjustment (BOA) member to count towards a quorum. She noted that since the BOA only met as needed, oftentimes board members had scheduling conflicts.

Mayor Beerman opened the public hearing. No comments were submitted. Mayor Beerman closed the public hearing.

Council Member Worel asked if the number of members needed to constitute a quorum would be increased if there were now six members. Ward explained the quorum was still five regular members, but the alternate could count as one of the three needed to meet the quorum requirement.

Council Member Worel moved to approve Ordinance 2020-30, an ordinance amending Land Management Code 15-10-5 to allow the alternate Board of Adjustment member to count toward a quorum. Council Member Joyce seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Joyce, and Worel

EXCUSED: Council Member Doilney

3. Consideration to Approve Ordinance 2020-31, an Ordinance Approving the Huntsman Estates Subdivision Plat Located at 5000 Royal Street, Park City, Utah:

Alex Ananth, Planner, and Rory Murphy, Developer, presented this item. Ananth indicated this was a proposed 15 lot subdivision. The Planning Commission recommended that City Council waive the preliminary plat requirement and approve the final plat. She reviewed the history of this subdivision. She indicated there were trails on the adjacent property owned by the applicant and the City would like to acquire easements to maintain the trails. The City requested a new trail as outlined in Condition of Approval (COA) 13. Murphy stated he was not looking for exemptions from the code. He was working with the Trails manager on the exact location of the new trail.

Council Member Henney asked about Phase Two, Lot 12 Subdivision which wasn't part of the Phase One subdivision that was being considered for approval tonight. Ananth stated she pointed out Phase Two because there were a number of COAs related to Phase Two. Council Member Henney stated there would be an extensive public process for Phase Two when that came to Council for approval.

Greg Cropper, attorney for the applicant, stated the applicant was onboard with the trail connectivity, but the location might be different than the current map portrayed. He also stated the 20 acres was outside the subdivision. Any conveyance to the City would be contingent on moving the density from the 20 acres to the new project. That property would then be restricted as open space.

Council Member Worel stated the property included the Huntsman home at 22,000 square feet and a carriage house at 1,000 square feet, and asked if the carriage house was an accessory building, to which Ananth affirmed and noted it would probably be demolished. Murphy stated some part of the carriage house would be maintained for the van. Council Member Worel asked if \$25,000 was enough to build a trail. Ananth indicated she worked with the Trails manager and he felt that would be sufficient to build a trail.

Mayor Beerman opened the public hearing. The following comment was submitted:

Nancy Delaska: "We live within 1000' feet of this proposed development. Weren't we supposed to receive notice of this proposed sub development? We did not."

Mayor Beerman closed the public hearing.

Ananth stated public notices were mailed to residents within 300 feet of the subdivision, but signs were also posted on the property.

Council Member Henney talked about limiting the house size in this subdivision. Council Member Gerber stated she would like to have the discussion, but didn't think anything could be done with regard to this plat. Council Member Henney stated the Planning Commission discussed adding a square footage limit as a COA, but did not. Council Member Joyce stated restrictions could be placed on the subdivision that required compatibility with the surrounding homes. He noted there were a lot of big houses in that area. Council Member Worel concurred with the Planning Commission since there was already a 22,000 square foot house there.

Plane stated Council could ask staff for additional analysis. Deer Valley didn't restrict unit size, but these were separately planned lots so the question could be reopened. Mayor Beerman stated this project didn't create a stir in the community, but it did have a visual impact.

Murphy stated the Deer Valley Master Planned Development (MPD) outlined that the parcels would not have limited house sizes. He noted none of the other parcels were limited in house size. Since the other estate parcels had no limits, it wouldn't be fair to limit these. He didn't support that. Cropper indicated the finding of no size limits was not being changed. If the MPD was amended, then it could be addressed if Council desired.

Council Member Joyce stated it was determined there wouldn't be limits so he didn't think Council could arbitrarily change that. He did favor limiting house sizes in the future. Council Member Worel agreed and thought the Planning Commission's recommendation was correct. Council Member Henney preferred to have a square footage limit around 15,000 which would be compatible with the neighborhood. He deferred to Council Members Joyce and Worel since they were former Planning Commissioners. Council Member Gerber favored limiting the house size as well, but felt it needed to be discussed at a future meeting for future projects. She hoped to see smaller homes, responsible building, and year-round residents.

Council Member Joyce moved to approve Ordinance 2020-31, an ordinance approving the Huntsman Estates Subdivision Plat located at 5000 Royal Street, Park City, Utah. Council Member Worel seconded the motion.

RESULT: FAILED

AYES: Council Members Joyce and Worel

NAYS: Council Members Gerber, Henney and Mayor Beerman

EXCUSED: Council Member Doilney

Mayor Beerman voted Nay to break the tie and wanted to see a discussion on putting a COA on the subdivision. Plane stated a motion needed to be made for staff to return on a date certain.

Council Member Gerber moved to continue Ordinance 2020-31, an ordinance approving the Huntsman Estates Subdivision Plat located at 5000 Royal Street, Park City, Utah to July 9, 2020. Council Member Worel seconded the motion.

RESULT: CONTINUED TO JULY 9, 2020

AYES: Council Members Gerber, Henney, and Worel

NAY: Council Member Joyce

EXCUSED: Council Member Doilney

VI) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: Matt Twombly

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute the First Amendment to the Design Professional Service Agreement in a Form Approved by the City Attorney's Office with IGES, Inc., for the Design of a Soil Management Facility at the "Gordo" Property, Located at the Richardson Flat Intersection and SR-248, in an Amount not to Exceed \$105,000

Suggested Action:

Attachments:

[Design Service Agreement Amendment 1 Staff Report](#)

[Exhibit A: IGES Inc. Amended Scope of Services](#)

City Council Staff Report



Subject: First Amendment to the Design Professional Services Agreement with IGES, Inc. for the design of a soil management facility
Author: Matthew A. Twombly
Department: Sustainability
Date: July 9, 2020
Type of Item: Administrative

Recommendation

Authorize the City Manager to execute the First Amendment to the Design Professional Service Agreement on a form approved by the City Attorney's Office with IGES, Inc., for the design of a soil management facility at the "Gordo" property in an amount not to exceed One Hundred and Five Thousand Dollars (\$105,000).

Background

In November of 2019 staff advertised the Mine Waste Disposal Request for Qualifications in the Park Record and Salt Lake Tribune. On December 20, 2019 a selection committee of staff including Matt Twombly, Michelle Downard, Dave Gustafson and John Robertson interviewed the firms of Hansen Allen and Luce and IGES. On February 7, 2020 the City Manager executed a Design Professional Service Agreement with IGES, Inc., in an amount not to exceed \$24,000.

The scope of the agreement with IGES was to first analyze various sites for the potential to store mine waste (Bevill-Exempt) soils. On June 18, 2020 City Council discussed the future of the City owned "Gordo Property" and directed staff to proceed with the use of the Gordo property for a soil management facility and to consider possibly the use of a portion of the property by Recycle Utah and Public Works.

Analysis

The most immediate need is to design the facility, obtain permits and develop construction documents prior to bidding for construction. The original agreement with IGES for \$24,000 was for analyzing various sites and to begin discussions with the Utah Department of Environmental Quality (UDEQ). Based on the letter of support for the use of the Gordo property by the UDEQ, staff recommends entering into the First Amendment with IGES, Inc., to proceed with the design and engineering of a soil management facility in order to accept Bevill-Exempt soils from the Arts and Culture District by April of 2021.

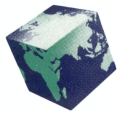
The other uses on the site and intersection improvements are also being developed in conjunction with the soil management facility, but have separate planning processes and approvals than the soil management facility.

Funding

Funding for the project is from the Soils Repository CIP account.

Attachments

Exhibit A – IGES, Inc., Amended Scope of Services



June 29, 2020

Mr. Mathew Twombly
Senior Project Manager
Sustainability
Park City Municipal Corporation

RE: Amended Scope of Work – Gordo Property

Dear Mr. Twombly,

INTRODUCTION

The initial site assessment work for the Gordo property resulted in the State of Utah Department of Environmental Quality Division Waste Management and Radiation Control (DWMRC) personnel issuing the May 22, 2020 letter agreeing with the Preliminary Location Screening Analysis for the Gordo property. The development of the Gordo property into a soil repository will serve three main soil storage purposes – disposal of soil already stored at Gordo (35,000 cubic yards), disposal of soil generated by the Arts and Culture project, and capacity to store additional soils generated by City projects in the future.

AMENDED SCOPE OF WORK

IGES has identified the following scope of work required to prepare documents required to permit and construct a State of Utah DWMRC Class I facility at the Gordo site:

Task 1 – Develop Conceptual Facility Layout

IGES will confirm the minimum amount of soil that will be required by the City to be stored at the Gordo site. IGES will vary the depth and horizontal extents of the lined cells at the facility to accommodate the required soil storage. IGES assumes that Park City Municipal Corporation will provide survey, utility, and property boundary data for the Gordo site including original topography, topography of the 35,000 cubic yards of soil stored at the site and zoning boundaries.

Based on the amount of soil required to be stored at the Gordo site, the needs of the relocating Recycle Utah, and potential end use of the site by Park City Public Works, it may be advantageous to remove soil from the Gordo site to provide storage capacity. IGES will develop budgetary cost for the final configuration of the first lined cell at the Gordo property.

The configuring and ultimate development of the Gordo site will require extensive coordination with Recycle Utah and the Park City Public Works Department. The differing needs of the interested parties will result in the reconfiguring of the site multiple times to address potential conflicting needs. IGES anticipates that the iterative nature of this process will require 2 – 3 weeks of time and cost approximately \$10,000.

Task 2 – Land Use and Master Planning

IGES will work with the Planning and Zoning staff to determine the end use of the Gordo property. The end use of the Gordo site will include the relocation of Recycle Utah and the potential use of the site by Park City Public Works.

The end use of the Gordo property will require that all soils disposed in the lined cell be properly compacted. Site grading will be modified to meet the needs of the various parties while meeting the requirements of the State of Utah DEQ. IGES will rely on Park City staff to obtain any conditional use permit, grading permit, change in zoning, and all other permits required for the development of the Gordo property.

Similar to Task 1, the configuring and ultimate development of the Gordo site will require extensive coordination with Recycle Utah and the Park City Public Works Department. The differing needs of the interested parties will result in the reconfiguring of the site multiple times to address potential conflicting needs. IGES anticipates that the iterative nature of this process will require 2 – 3 weeks of time and cost approximately \$10,000.

Task 3 – Field Investigation, Soil Testing, and Engineering Analysis

IGES will perform a field investigation and associated soil testing to support the development of the DWMRC Class I Landfill permit application. Work will include drilling several borings at the site and collecting soil samples for laboratory testing. Soil testing may include permeability assessment, strength testing, general soil index testing and other tests as determined by the drilling program.

IGES will utilize the information developed in the field investigation and subsequent laboratory analysis to perform various engineering analysis of the site. Analysis will include slope stability, bearing capacity determinations, excavation configuration and other analysis required to support the preparation of a DWMRC permit.

Based on conversations with the DWMRC staff, IGES is doing the initial field investigation with the intension of developing a case that no ground water monitoring will be required for the Gordo facility. No costs are currently included to install ground water monitoring wells.

The field investigation will take approximately one week to perform with laboratory testing being started immediately following the field investigation. Laboratory testing and preparation of the engineering report may take 2 – 3 weeks following completion of the field program. The costs to

perform the field investigation, laboratory testing of soils, and associated engineering report will be approximately \$25,000.

Task 4 – State of Utah Landfill Permit

IGES will utilize the existing siting analysis, the information obtained from the field investigation, laboratory testing, and the engineering report to develop a DWMRC Class I permit application. The permit application will be presented in three sections as detailed below:

PART I – SITE DATA

The general data section will include information about the facility including facility name, facility location, facility owner, facility operator, documentation about property ownership and other data related to the physical facility.

PART II - GENERAL REPORT

The general report will include information about how the site will be operated. The General Report will include:

GENERAL INFORMATION - Area served and waste description
LEGAL DESCRIPTION - proof of ownership, land use and zoning

OPERATIONS PLAN

SCHEDULE OF CONSTRUCTION

Sequence of Development
Waste Placement

DESCRIPTION OF HANDLING PROCEDURES

General
Waste Acceptance
Waste Disposal

WASTE INSPECTION

Landfill Spotting
Random Waste Screening
Removal of Hazardous or Prohibited Waste
Hazardous or Prohibited Waste Discovered After the Fact
Notification Procedures

MONITORING AND INSPECTION SCHEDULE

Groundwater
Surface Water
Leachate Collection
Landfill Gas
Inspection Documentation

CONTINGENCY AND CORRECTIVE ACTION PLANS

- Fire
 - Incoming Waste/ Incoming Vehicle Fire
 - Failure of Run-Off Containment
 - Groundwater Contamination
- CONTINGENCY PLAN FOR ALTERNATIVE WASTE HANDLING
- MAINTENANCE PLAN
 - Groundwater Monitoring System
 - Leachate Collection and Recovery System
 - Gas Monitoring System
- DUST AND LITTER CONTROL
 - Fugitive Dust
 - Litter Control
- RECYCLING PROGRAM
- TRAINING PROGRAM
- RECORDKEEPING
 - Weights or Volumes of Incoming Waste
 - Number of Vehicles Entering Facility
 - Types of Wastes Received Each Day
 - Deviation from Approved Operations Plan
 - Training Procedures
 - Inspection Log or Summary
 - Closure and Post-Closure Care Plans
 - Cost Estimates and Financial Assurance Documentation
 - Other Records as Required by the Executive Secretary
- SUBMITTAL OF ANNUAL REPORT
- INSPECTIONS
- RECORDING WITH COUNTY RECORDER AND THE STATE OF UTAH DIVISION OF
 - WASTE MANAGEMENT AND RADIATION CONTROL
- STATE AND LOCAL REQUIREMENTS
- SAFETY
- EMERGENCY PROCEDURES

PART III – ENGINEERING AND GEOLOGIC REPORT

The Engineering and Geologic report will include the technical data developed for the site and the engineering/geologic analysis of the Gordo property. Part III will include:

- GEOHYDROLOGICAL ASSESSMENT
 - GEOLOGY AND HYDROLOGY
 - Regional Geology
 - Local Geology
 - Permeability
 - Hydrology
 - HYDROGEOLOGY AND GROUNDWATER

- WATER RIGHTS
- SURFACE WATERS
- BACKGROUND WATER QUALITY
 - Surface Water
 - Groundwater
- SITE WATER BALANCE
- ENGINEERING REPORT
- LOCATION STANDARDS
 - Land Use Compatibility Requirements
 - Summit County Land Use Compatibility
 - Geology and Geotechnical Engineering
 - Geologic Hazards
 - Fault Areas
 - Seismic Impact Zone
 - Seismic Impact Zone Analysis
 - Unstable Areas
 - Surface Water Requirements
 - Wetlands Requirements
 - Groundwater Requirements
- FACILITY LIFE
- CELL DESIGN
 - Liner
 - Fill Method
 - Daily, Intermediate and Final Cover
 - Daily and Intermediate Cover
 - Final Cover
 - Borrow Sources
 - Elevations of Liner and Final Cover
- MONITORING SYSTEM DESIGN
 - Groundwater
 - Leachate Collection and Treatment System
 - Landfill Gas
- DESIGN AND LOCATION OF RUN-ON/RUN-OFF CONTROL SYSTEMS
 - Run-On from a 24-Hour, 25-Year Storm
 - Run-Off from a 24-Hour, 25-Year Storm
- CLOSURE PLAN
 - Closure Schedule
 - Design of Final Cover
 - Final Inspection
- POST-CLOSURE CARE PLAN
 - Site Monitoring
 - Gas Monitoring
 - Land Monitoring
 - Groundwater Monitoring

Surface Water Monitoring
Changes to Record of Title, Land Use and Zoning
Maintenance
Post-Closure Contacts
POST-CLOSURE LAND USE
Closure Costs
Post Closure Care Costs
Financial Assurance Mechanism

The permit application for the Gordo property may be more straight forward than a typical permit application due to the type of waste to be managed, the potential elimination of ground water wells, and the anticipated operation of the facility. The anticipated level of effort will be approximately two months of time and cost approximately \$40,000.

Task 5 – Cell 1 Construction Documents

IGES will utilize the data developed during the permitting process to prepare construction plans, specifications, and QA/QC (quality assurance/quality control) Plan for the first lined cell at the Gordo property. IGES plans to develop the permit documents at the same time as the construction documents to save time and money.

Construction plans for Cell 1 will include a location map, general site arrangement, plan view, elevation views, and details. It is anticipated that the liner system for the first cell will include a GCL, HDPE, geocomposite layer, and protective layer.

Construction specifications will be prepared to detail the material to be used in construction and the methods for installation. Detailed specifications for the GCL, HDPE, and Geocomposite will include industry standard specifications as well as manufactures requirements for use.

QA/QC Plan will detail the overall responsibilities of each party associated with the construction of Cell 1. The plan will detail the following:

- Parties involved in the construction (DEQ, engineer, owners representative, contractor)
- Responsibilities for each party
- Qualifications of personnel
- Required documentation from the Quality Assurance personnel (owners representative)
- Required documentation from the Quality Control personnel (contractor)
- Process for material submittal
- Process for material acceptance
- Process for material use
- Instructions for inspection
- Details for final documentation

IGES will modify existing Park City standard bid documents (attaching the plans, specifications, and QA/QC plan) to put the Cell 1 construction bid package out to bid the first quarter of 2021. The anticipated level of effort will be approximately one month of time and cost approximately \$20,000.

COST SUMMARY

The estimated cost to perform the work outlined will not exceed \$105,000 excluding any ground water monitoring wells, ground water sampling, ground water analysis, or a ground water monitoring plan.

oOo

We trust you will find this amended scope of work acceptable and look forward to continuing work on the Gordo project. If you have any questions regarding the proposed amended scope of work or any other aspects of this scope of work, please call.

Respectfully submitted,



Brett D. Mickelson, P.E.
Principal

Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve Lease Addendum Five in a Form Approved by the City Attorney, with the Utah Department of Alcohol and Beverage Control (DABC) for Tenant Space Located at 460 Swede Alley, Unit 100

Suggested Action:

Attachments:

[Park City- DABC Swede Alley Store Lease Addendum 5 Staff Report](#)

[Exhibit A: DABC Original Lease 1987](#)

[Exhibit B: Park City- DABC Swede Alley Store Lease Addendum 5](#)

City Council Staff Report

Subject: DABC Lease Addendum- Swede Alley Store

Author: Heinrich Deters

Department: Sustainability

Date: July 9, 2020

Type of Item: Administration

Recommendation

Review and approve Lease Addendum 5, in a form approved by the City Attorney, with the Utah Department of Alcoholic Beverage Control (DABC) to occupy City property located at 460 Swede Alley, Unit 100.

Background

The DABC entered into an original lease with Park City on November 1, 1987. The DABC and PCMC have continued to extend the lease terms, as well as relocated the facility (2008) through the previous four amendments. The most recent amendment (four) was approved on June 20, 2013, which constituted a 5 year lease extension ending in 2018. The lease has been operating as month/month since then.

Staff proposed a few new terms in lease Addendum #5, including:

- An initial two year term with an option for DABC to renew an additional two years, including an opportunity to renegotiate rent but defaulting to the existing rent if no negotiations takes place;
- Increase in base rental rate, from \$5.80 sq./ft. to \$6.40 sq./ft.;
- Remove the Municipal Building Authority and replace Park City Municipal as owner of unit 100;
- Similar to the existing lease, it will convert to month/month at the end of each two year term, if the renewal option is not exercised, at which point either party may cancel upon 30 day notice; and
- All other standard terms and covenants not amended will remain in effect.

This item was previously scheduled on May 21, 2020. Staff requested Council continue the item to ensure the proper City entity representing the 460 Swede Alley store was reflected in the lease. This item has been addressed and is included in the current addendum.

Analysis

The DABC Swede Alley store provides a valuable (sales tax) and convenient (non-monetary community) amenity for residents of Park City and tourists in Old Town.

Staff has provided a link to the previous Council report, and amendment #4, for further context. The item was on consent agenda and approved unanimously without further discussion. [June 20, 2013 City Council Packet- DABC Report Page 102](#)

Amendment #5 includes a proposed rental increase, based on the cumulative rate of inflation (2013-2020) of 10.1% or \$6.38 sq. /ft., and will generate annual rental revenue of \$11,456.

DABC representatives are amenable to the terms presented; however, state appropriations of funds are subject to legislative approvals. From time to time, the DABC has suggested that, were it not for Park City's desire to have an Old Town location, they would eliminate this store.

Should Council continue to desire a location in Old Town, the subsidy in rental income to the City is required.

Attachments

- A Original 1987 Lease
- B Lease Addendum #5- DABC Store #36 Park City

LEASE AGREEMENT BETWEEN
PARK CITY MUNICIPAL BUILDING AUTHORITY AND THE STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

THIS LEASE AGREEMENT is made and entered into between PARK CITY MUNICIPAL BUILDING AUTHORITY (hereinafter called "Lessor"), and the State of Utah, Division of Facilities Construction and Management, for and in behalf of the DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL (hereinafter called "Lessee").

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. LEASED PREMISES. Lessor hereby leases and rents unto Lessee, and Lessee hereby takes as tenant under Lessor, that certain real property comprising of one thousand three hundred and eighty (1,380) square feet of retail selling space with access to two hundred (200) parking stalls, with a street address of 528 Main Street, Park City, Utah. The leased premises shall be used by Lessee for the operation of a Utah State Package Liquor Store. (Appendix A - Floor Plan is attached hereto and made a part of this Agreement.)

SECTION 2. TERM OF LEASE. The term of this Lease shall be seven (7) years which term shall commence on November 1, 1987 and expire on October 31, 1994 and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by Lessee pursuant to Section 3 of this Lease, until terminated by either party by giving sixty (60) days advance written notice to the other party, or until terminated pursuant to Paragraph 17 hereof.

SECTION 3. OPTION TO RENEW. Lessor covenants with Lessee that Lessor shall, at Lessee's option, again grant and lease to Lessee at the expiration of the lease term, the premises pursuant to the provisions of this Lease for and during the term of seven (7) years thereafter, with a like covenant for future renewals of the Lease as is contained in the Lease, and on the same terms and conditions, except as to the fixed rental reserved, which rental shall be determined by negotiation between the parties.

SECTION 4. CONSIDERATION. In consideration of granting this Lease Agreement, the sum of the annual rentals payable by Lessee to Lessor shall be twelve dollars (\$12.00). Lessee shall pay Lessor said amount on the first day of November each and every year during the term of the Lease. All rental payments shall be made payable and delivered to Lessor at the following address:

Park City Municipal Building Authority
445 Marsac Avenue
P. O. Box 1480
Park City, Utah 84060

SECTION 5. REPRESENTATION.

(a) Lessor represents that they are the lawful owners or lawful representatives of the owners of the Leased Premises and that they have the right to Lease the same as herein provided and guarantee quiet and peaceable enjoyment of the Leased Premises to Lessee.

(b) Lessee represents that it has examined the Leased Premises and has not relied upon any statements, representations or agreements whatsoever as to the condition of the Leased Premises, and Lessee accepts the same with the understanding the building meets all code requirements.

SECTION 6. INDEMNIFICATION. Each party shall indemnify and save harmless the other party, its officers, agents and employees, from and against all claims, lawsuits, damage, injury or liability claims however caused by said party, its agents or employees.

SECTION 7. SERVICES PROVIDED BY LESSEE. Lessee agrees to pay for the following utilities furnished to the Leased Premises during the term hereof to-wit: electricity, heat, water, sewer, air conditioning, janitorial, and snow removal.

SECTION 8. FIRE INSURANCE. Lessor agrees to keep the Leased Premises fully insured to protect the same from loss or damage by fire, extended coverage, vandalism, and malicious mischief at all times during the term of this lease agreement. All costs of such insurance shall be borne by the Lessor. Lessee shall be responsible for damages to all personal property it may locate in the Leased Premises except damage thereto caused by Lessor's negligence.

SECTION 9. REPAIR AND MAINTENANCE.

(a) All repairs and maintenance of the Leased Premises shall be made at the sole cost and expense of Lessor. Lessor shall be responsible for

- (1) all roof and structural repairs, wind damage, and glass breakage;
- (2) providing full service repair and maintenance of heating and air conditioning equipment;
- (3) all plumbing repairs or maintenance;
- (4) providing ground and parking lot maintenance.

Lessor agrees to make timely repairs and have adequate maintenance procedures.

(b) In the event of failure by Lessor to provide any services under this Agreement and said failure goes uncorrected for fifteen (15) days after written notice to Lessor, the Lessee shall have the right to secure said services and to deduct the cost thereof from the rental payments.

(c) Lessee agrees not to commit or permit waste of or on the Leased Premises, and agrees to be responsible for all repairs necessitated by acts of waste committed by Lessee, its employees, agents and invitees.

SECTION 10. DAMAGE OR DESTRUCTION OF LEASED PREMISES.

In the event the Leased Premises shall be damaged or destroyed by fire or by any other means and are thereby made partially or totally untenable at any time during the term of this Lease Agreement, Lessee shall have the option to:

(a) terminate this Lease as of the date of such damage or destruction, or

(b) continue this Lease Agreement in force and effect for the remainder of the Lease term if the Leased Premises are only partially destroyed or damaged and are repaired within ninety (90) days from the date of such destruction or damage. It is mutually agreed that all rentals shall abate until such time as the repairs to the Leased Premises are completed.

SECTION 11. LESSEE'S PERSONAL PROPERTY AND FIXTURES.

All personal property and fixtures placed in or upon the Leased Premises by Lessee shall not become part of the Leased Premises and Lessee shall be privileged to remove the same at the termination or expiration of the Lease Agreement.

SECTION 12. TERMINATION AND SURRENDER OF LEASED PREMISES. Lessee agrees to quit and surrender peaceable possession of the Leased Premises to Lessor when this Lease Agreement is terminated. Lessee agrees to leave the Leased Premises in as good a state of repair and sanitary condition as when received, reasonable wear and tear and damage by the elements or by fire excepted.

SECTION 13. JUDICIAL INTERVENTION. In the event a court of competent jurisdiction, for any reason and at any time during the term of this Lease Agreement, shall prohibit Lessee from using the Leased Premises for the purpose for which it was leased, by temporary injunction or abolishment of program, Lessee shall have the option to:

(a) terminate this Lease Agreement without any further liability, cost and expense to Lessee or

(b) to continue this Lease Agreement in force and effect for the full term.

SECTION 14. LESSEE'S CONTROL. It is understood and agreed that the Lessor has no control or interest in any manner of the activities contemplated by the Lessee pursuant to the provisions of this Lease and Lessor shall not be involved therein in any manner, other than the right to receive the rentals herein reserved and the right to the return of the Leased Premises as herein provided. Lessee has the right to sublet any part of or all of Leased Premises, but shall not so sublet or assign this Lease Agreement without the written consent of Lessor.

SECTION 15. COST AND ATTORNEY'S FEES. In case of default in carrying out the terms and conditions of this Lease, the party in default agrees to pay a reasonable attorney's fee and all costs of the other party in enforcing this Lease. If a breach of contract is alleged by either party against the other party, fifteen (15) days prior written notice of default shall be given to the other party before any legal action is taken.

SECTION 16. MANNER OF GIVING NOTICE. Any and all notices required by the Lease Agreement shall be in writing and delivered personally to the party to whom notice is to be given, or mailed by certified mail, postage prepaid, and addressed as follows:

If to Lessor:

Park City Municipal
Building Authority
Chairman Hal W. Taylor
445 Marsac Avenue
P. O. Box 1480
Park City, Utah 84060

If to Lessee:

State of Utah
Department of Alcoholic
Beverage Control
1625 South 900 West
P. O. Box 30408
Salt Lake City, Utah 84130-0408

With a copy to:

Division of Facilities
Construction and Management
4110 State Office Building
Salt Lake City, Utah 84114

SECTION 17. OPTION TO TERMINATE LEASE. Lessee and Lessor both acknowledge that Lessee cannot contract for payment of funds not yet appropriated by the Utah State Legislature and that the space requirements of this Lease may be altered by a federal act or an act of the Utah State Legislature occurring before the expiration of this Lease. Lessee, therefore, reserves the right for the above reasons to terminate the contract by giving sixty (60) days notice in the manner heretofore stated in this Lease Agreement. This Lease may be cancelled at the end of each lease year by either party by giving sixty (60) days advance written notice to the other party.

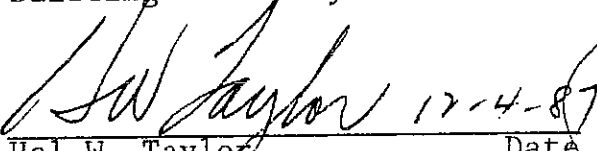
SECTION 18. LESSOR'S COMPLIANCE TO STATE CODES AND REQUIREMENTS. Lessor shall engage a Certified Industrial

Hygienist to confirm that no asbestos exists in the building. If the Lease space does not comply with the state codes, including handicap code; the Lessor will be notified in writing of the corrections needed. The Lessor shall have six (6) months to begin work to comply with the written notice and one year to complete the work. If the Lessor fails to comply with the written notice the Lessee has the right to withhold lease monies until the space complies with the state codes.

IN WITNESS WHEREOF, the parties hereto sign and cause this Lease to be executed.

LESSOR
Park City Municipal
Building Authority

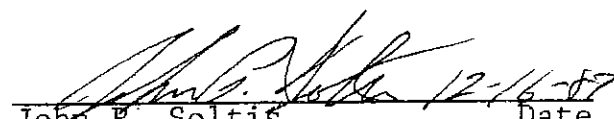
LESSEE
State of Utah

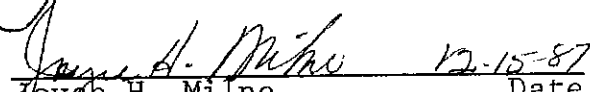

Hal W. Taylor 12-4-87
Chairman Date


Dennis R. Kellen 12-14-87
Manager of Operations Date
Department of Alcoholic
Beverage Control

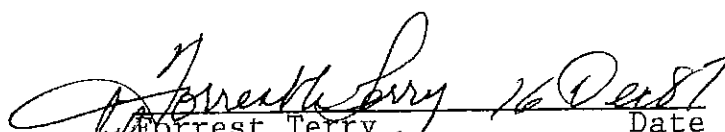
APPROVED AS TO FORM:

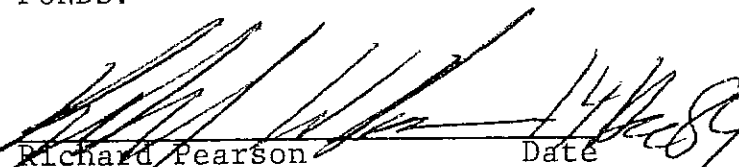

James W. Carter
Park City Attorney Date


John P. Soltis 12-16-87
Assistant Attorney General Date
State of Utah


Joyce H. Milne 12-15-87
Division of Facilities Date
Construction and Management

APPROVED AS TO THE AVAILABILITY OF FUNDS:


Forrest Terry 16 Dec 87
Utah Division of Finance Date


Richard Pearson 14 Dec 87
Management Services Coord. Date
Department of Alcoholic
Beverage Control

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
**AMENDMENT NO. 5 TO
CONTRACT NO. 88-2073**

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between PARK CITY MUNICIPAL BUILDING AUTHORITY, hereinafter referred to as “LESSOR,” and the STATE OF UTAH, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT, hereinafter referred to as “LESSEE,” for the use of the Department of Alcoholic Beverage Control.

W I T N E S S E T H

THAT WHEREAS, LESSOR and LESSEE have heretofore entered into that certain lease agreement (Contract No. 88-2073) for 1,790 square feet of retail space in the facility located at 460 Swede Alley, Unit 100, Park City, Utah, hereinafter referred to as the “Premises”, which lease agreement commenced November 1, 1987, and was amended by Amendment Nos. 1, 2, 3, and 4, collectively, the “Lease Agreement”,

WHEREAS, Amendment No. 4 expired June 30, 2018 and has continued on a month-to-month basis;

WHEREAS, LESSOR and LESSEE mutually desire to renew the subject Lease Agreement for an additional two (2) year renewal or extended term.

NOW THEREFORE, for and in consideration of the mutual covenants, conditions, and agreements herein contained, and other good and valuable considerations, it is covenanted and agreed between the parties that the aforesaid Lease Agreement be modified and amended as follows:

PARAGRAPH 1. RENEWAL OR EXTENDED TERM

1.1 This Lease Agreement is hereby renewed and extended for an additional term of two (2) years, which term shall commence on July 1, 2020 and shall expire June 30, 2022, and shall continue thereafter on a month-to-month rental basis, if option to renew is not exercised by LESSEE as provided for in Paragraph 2 of this Amendment No. 5, until terminated by either party by giving thirty (30) days’ advance written notice to the other party.

PARAGRAPH 2. OPTION TO RENEW

2.1 LESSOR covenants with LESSEE that LESSOR shall, at LESSEE’S option, grant and lease to LESSEE at the expiration of the lease term the Premises pursuant to the provisions of this Lease Agreement for an additional term of two (2) years thereafter, with a like covenant for future renewals of the Lease Agreement as is contained in this

Amendment No. 5, and on the same terms and conditions, except as to the annual rent, which rent shall be determined by negotiation between the parties. This option shall automatically renew unless LESSEE notifies LESSOR in writing at least thirty (30) days prior to the expiration of this renewal term if said option is to NOT be exercised.

2.2 Should LESSEE choose not to terminate the Lease Agreement by providing written notice, the parties shall have thirty (30) days after June 30, 2022, to agree on the base rent during the extended or renewal term. If the parties agree on the base rent for the extended or renewal term during that period, they shall immediately execute an amendment to this Lease Agreement stating the base rentals.

2.3 If the parties are unable to agree on the base rent for the additional extended or renewal term within the specified period, the base terms of the Lease Agreement shall continue. Neither party to this Lease Agreement shall have the right to have a court or other third party set the base rent.

PARAGRAPH 3. CONSIDERATION

3.1 For the renewal or extended period beginning July 1, 2020, and ending June 30, 2022, the sum of the annual base rent shall be payable by LESSEE to LESSOR for the 1,790 square feet, more or less, of retail space according to a rental rate of Six Dollars and Forty Cents (\$6.40) per square foot per year, for an annual rental of Eleven Thousand Four Hundred Fifty Six Dollars (\$11,456.00). LESSEE shall pay such annual base rent in one (1) annual payment within fifteen (15) days of the first day of July each year during the term hereof.

PARAGRAPH 4. REPRESENTATION

4.1 LESSOR, Park City Building Authority, shall now be amended to read PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation.

4.2 LESSOR acknowledges and confirms that Park City Municipal Corporation is the lawful representative of the Leased Premises and it has the right to lease the same herein provided, and guarantee quiet and peaceable enjoyment of the Leased Premises to LESSEE.

4.3 LESSEE represents that it has examined the Leased Premises and has not relied upon any statements, representations or agreements whatsoever as to the condition of the Leased Premises, and LESSEE accepts the same with the understanding of the building meets all code requirements.

4.4 All other covenants, terms and conditions of the subject Lease Agreement not modified by this Amendment No. 5 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto sign and cause this Amendment No. 5 to be executed.

LESSEE:
STATE OF UTAH

LESSOR:
PARK CITY MUNICIPAL
CORPORATION, a Utah municipal
corporation

Lee Fairbourn Date
Real Estate Manager
Division of Facilities Construction
and Management

Andy Beerman Date
Mayor

Sal D. Petilos Date
Director
Department of Alcoholic Beverage Control

Michelle Kellogg Date
City Recorder

APPROVED as to Form:
Budget Officer Date
Department of Alcoholic Beverage Control

Mark D. Harrington Date
City Attorney

APPROVED:

Utah Division of Finance

Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve the Chimayo Outdoor Dining Deck Lease, Located at 368 Main Street, with Barking Frog LLC in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Barking Frog LLC./Chimayo Dining Deck Lease Staff Report](#)

[Exhibit A: Barking Frog LLC Dining Deck Lease and Permit](#)

[Exhibit B: Street Dining Operational Restrictions](#)



City Council Staff Report

Subject: Dining Deck Lease- Chimayo
Author: Heinrich Deters
Department: Sustainability
Date: July 9, 2020
Type of Item: Consent- Dining Deck Lease

Recommendation

Staff recommends that City Council approve the Chimayo Dining Deck lease, located at 368 Main Street, with Barking Frog LLC in a form approved by the City Attorney.

Background

On April 30th, City Council approved a total of 8 Main Street dining leases (below) and addressed all parking related fees.

- 501 on Main St
- Crystal Park Cantina (formerly Bistro 412)
- The Eating Establishment
- Flanagan's on Main
- Main Street Pizza & Noodle
- Shabu
- Fletcher's (on Swede Alley at the rear entrance)
- Bangkok Thai

[Land Management Code \(LMC\) § 15-2.6-12\(B\)](#) allows outdoor dining on leased public property as an Administrative Conditional Use Permit (ACUP). Street dining was first explored in 2010, where it was determined that up to twelve (12) decks could be accommodated under the program.

Analysis

If approved, there will be nine (9) total dining decks for the 2020 season, under the current program limit of twelve (12). Additionally, due to the Arts Fest being cancelled all aspects associated with previous leases are not applicable.

Funding

Parking fees have been suspended, thus fees are not required for this project.

Exhibits

Exhibit A – 2020 Chimayo Lease Agreement and Encroachment Permit
Exhibit B – Street Dining Operational Restrictions

STREET DINING ON MAIN OUTDOOR DINING LEASE 2020

This Street Dining on Main Outdoor Dining Lease 2020 (the "Lease" or "Agreement") is made and executed this ____ day of _____, 2020, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (the "City", "Park City", or "Landlord") and **Barking Frog LLC**, a Utah corporation, **dba Chimayo**, (the "Tenant") located at **368 Main Street**, Park City, Utah.

RECITALS

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

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

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

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

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

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

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

TERMS & CONDITIONS OF LEASE

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

1. **PROPERTY.** The property affected by this Lease is generally described as the street area directly fronting Tenant's building located at **368 Main Street**, which has a length of thirty-one feet two inches (31'-2"), and more specifically described in site plan **Exhibit A**, attached hereto and incorporated herein by this reference,

(the "Premises"). The length of the outdoor dining deck per restaurant may not exceed forty feet (40').

2. RENT. Annual rent is for the use of the street for the deck is **Zero Dollars (\$0.00)** per parking space of a linear length of N/A feet. This rent is for 2020 only in consideration of unknown operational dates, restrictions, and reduction/no loss in parking revenue as a result of Summit County and Utah health orders. Tenant shall be solely responsible for payment of any and all costs associated with Tenant's performance under this Lease, including but not limited to additional business licensing fees, insurance, sales taxes and other expenses.
3. TERM. Unless otherwise delayed, suspended or terminated by Summit County health order(s), the term of this Agreement shall commence on _____, 2020, and shall terminate on October 30, 2020 ("Term") unless terminated earlier as provided herein. The Premises may only be utilized for a six (6) month period commencing on _____ 2020, and terminating on October 30, 2020, except the Premises **may not** be used during the **2020 Kimball Arts Festival (July 31, 2020 to August 2, 2020)** unless Kimball Art Center consents in writing to allow Tenant to use the Premises. Additional term restrictions are attached hereto and incorporated herein by this reference in **Exhibit B** (Street Dining Operational Restrictions). This Agreement may be terminated by Park City upon a finding of non-compliance of this Agreement or the attached operational restrictions.

The use of the Premises shall not conflict with any previously existing Master Festival License ("MFL") recipients on Main Street, specifically the Arts Fest ("Kimball Art Center"). The Kimball Art Center has been leased exclusive use of Main Street in August. The Premises must be vacated (i.e., removal of decks) no later than 10:00 a.m. MT on Thursday, July 30, 2020 for the duration of Arts Fest (including set-up and breakdown) unless the Kimball Art Center consents in writing to allow Tenant's use of the Premises. If the outdoor dining structure is not removed as required, the Landlord will remove the structure at Tenant's cost. **The dates of the 2020 Kimball Arts Festival are subject to change, and as such the vacating of the Premises shall occur at 10:00 a.m. the Thursday prior to the Arts Fest.**

4. MAIN STREET IMPROVEMENTS. If at any time the street dining deck needs to be removed due to construction related to Main Street improvements, the City will give each affected street dining business owner a minimum of seventy two (72) hours to have their decks removed. The City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue.
5. USE OF PREMISES. Tenant may use the Premises only for outdoor dining services in a manner consistent with applicable Summit County health orders, Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Agreement. Additional operational restrictions which must be complied

with as part of the conditions of this Lease are attached hereto and incorporated herein in **Exhibit B**. Park City makes no representations regarding the Premises and Tenant accepts the Premises "AS IS."

6. **IMPROVEMENTS TO THE PREMISES.** Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted.
7. **SIGNS.** No signs shall be permitted on the Premises except as specifically approved by the Park City Municipal Corporation Planning Department pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.
8. **INSURANCE.** Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least Two Million Dollars (\$2,000,000) per combined single limit per occurrence and Three Million Dollars (\$3,000,000) per aggregate for personal injury, bodily injury and property damage. Park City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be non-contributory. A certificate of insurance naming Park City as an additional insured shall be provided to Park City on or before the Lease commencement. Insurance shall be maintained continuously during the term of the Lease and should any of the above described policies be cancelled before the expiration date thereof, Tenant shall deliver notice to Park City within thirty (30) days of cancellation. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act on behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.
9. **HOLD HARMLESS.** Tenant covenants and agrees to defend, indemnify, and hold Park City harmless from all claims, loss, damage, injury or liability (hereafter "Liability") resulting from Tenant's use and occupancy of the Premises to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any liability resulting from acts or omissions of Park City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an emergency including but not limited to a flood, storm drain, or utility, the structure may be removed or damaged by response teams at the cost of the Tenant.

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

10. **ASSIGNABILITY.** Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Park City. Any assignment or transfer without written approval is void.

11. **PROFESSIONAL PERFORMANCE.** Tenant agrees to perform services under this Agreement at the highest professional standards, and to the satisfaction of Park City.

12. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the state of Utah.

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

Executed the day and year first above written.

Tenant:

Barking Frog LC

a Utah corporation,

dba Chimayo

By: William White

Name Printed: William White

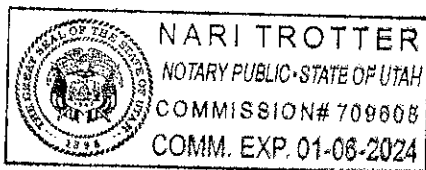
Title: OPERATOR

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

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 25th day of JUNE, 2020, personally appeared before me William White who being duly sworn, did say that he/she is the operator of **Barking Frog, LC**, a Utah corporation, **dba Chimayo**, and acknowledged to me that the preceding Agreement was signed on behalf of the company, and he/she acknowledged that the company did execute the same for its stated purpose.



[Signature]
Notary Public

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: _____
Andy Beerman, Mayor

Attest:

Approved as to form:

Michelle Kellogg, City Recorder

City Attorney's Office

I declare under criminal penalty under the law of Utah that the foregoing is true and correct.
Signed on the ____ day of _____, 2020, at _____
(insert State and County here).

Printed name _____

Signature: _____

When recorded please return to:
Park City Municipal Corporation
Attn: City Engineer
PO Box 1480
Park City UT 84060

ENCROACHMENT PERMIT

368 Main Street (street address)

THIS AGREEMENT is made by and between PARK CITY MUNICIPAL CORPORATION (City) and Barking Frog LC (Owner(s)) to set forth the terms and conditions under which the City will permit the Owner to build, maintain, and use certain improvements within the City property and right-of-way at 368 Main Street (street address), Park City, Utah. Subject to the following terms and conditions of this agreement, Owner shall have the right to construct and maintain dining deck within the City right-of-way of Main Street (street name).

1. This encroachment agreement shall be appurtenant to the following described property:

368 Main St Parcel # A Lot# 368 Main Street Plat Amendment Subdivision

Office Use: Verify Ownership through Summit County Tax Record

This agreement is not transferable to other property, but is freely transferable with the title to this lot. The license and conditions as stated in the agreement, are binding on the successors in title or interest of Owner(s).

2. The improvements permitted within the street right-of-way shall consist of _____. Attach a scaled drawing, labeled as ATTACHMENT 'A', showing the improvements and the location of all related elements, on 8 1/2 "x 11" or 11"x 17" paper. No modifications to the improvements may be made without prior written permission from Park City Municipal Corporation.

3. The City may, at some future date, elect to make improvements to _____ (street name) at this location and widen the streets to full width of the right-of-way and City property and/or to install utilities (or allow such installation by franchised utilities). To the extent that any improvements or utility work requires the removal, relocation, replacement, and/or destruction of the improvements the Owner(s) may have been using within the City property right-of-way, the Owner(s) waives any right to compensation for the loss of improvements and loss of the use of the street right-of-way and/or change in the grade and elevation of the street. This waiver of compensation, in the event the improvements are removed for any reason whatsoever in the sole determination of Park City, is the consideration given for the granting of this encroachment permit.

4. Prior to installing City improvements in, along or adjacent to the street or installing utilities in a manner that will require the removal or relocation of the improvements, the City will endeavor to give the Owner(s) sixty (60) days notice, in which time the Owner(s) shall make adjustments and remodel the improvements as necessary to accommodate the changes in the street width, utilities, and-or grade at the Owner(s) cost. Park City and its franchised utilities will attempt to save as much of the Owner(s) improvements as possible but in no way guarantees any salvage value whatsoever.

5. No permanent right, title, or interest of any kind shall vest in the Owner(s) in the street right-of-way by virtue of this agreement. The property interest hereby created is a revocable license, and not an easement or other perpetual interest. No interest shall be perfected under the doctrines of adverse possession, prescription, or other similar doctrines of law based on adverse use, as the use hereby permitted is entirely permissive in nature.

6. The Owner(s) or his/her successor shall maintain the improvements in a good state of repair at all times, and upon notice from the City, will repair any damaged, weakened, or failed sections. The Owner(s) agree(s) to hold the City harmless and indemnify the City for any and all claims which might arise from third parties, who are injured as a result of the Owner's use of the right-of-way for private purposes, or from the failure of the Owner's improvements.

7. This agreement shall be in effect until the license is revoked by the City. Revocation shall be effected by the City regarding a notice of revocation with the Summit County Recorder and sending notice to Owner or the Owner's successor.

PARK CITY MUNICIPAL CORPORATION

DATED this _____ day of _____, 20____

Engineer

STATE OF UTAH)

ss

COUNTY OF SUMMIT)

On the ____ day of _____, 20____, _____ personally appeared
before me _____ who, being first duly sworn and upon oath, and in full
recognition of the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the
property or, if the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that
she/he signed the foregoing instrument on their behalf.

Notary Public

PROPERTY OWNER



*Owner's Signature

WILLIAM WHITE

Owner's Name (Printed)

PO 3537 PARK CITY

Mailing Address
UTAH

email address or phone number

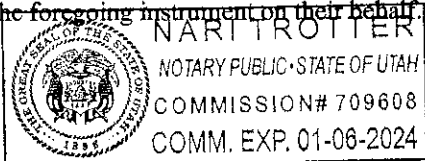
***If doing business as an LLC proof must be provided that the signatory can sign for the LLC**

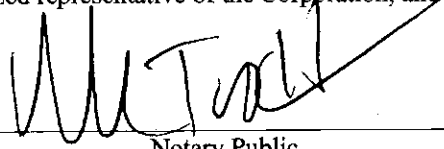
STATE OF UTAH)

ss

COUNTY OF SUMMIT)

On the 25th day of June, 2020, _____ personally appeared before me
William B. White who, being first duly sworn and upon oath, and in full recognition of
the penalty for perjury in the State of Utah, did acknowledged to me that she/he is the Owner(s) of the property or, if
the Owner(s) is a Corporation, that she/he is an authorized representative of the Corporation, and that she/he signed
the foregoing instrument on their behalf.





Notary Public



BILLWHI-01

KSNOW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Insurance & Investment Corp. 448 South 400 East Salt Lake City, UT 84111	CONTACT NAME: Kristina Snow		
	PHONE (A/C, No, Ext): (801) 364-3434	FAX (A/C, No): (801) 355-5234	
	E-MAIL ADDRESS: kristina.snow@american-ins.com		
INSURED Barking Frog LLC DBA Chimayo PO Box 3537 Park City, UT 84060	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: EMCASCO Insurance Company		21407
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR	X	5X98154	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER: \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC					
	OTHER:					
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE		5X98154	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 DED ☒ RETENTION \$ 10,000 \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Liquor Liability		5X98154	1/1/2020	1/1/2021	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Park City is additional insured on the general liability with written contract. General liability coverage is primary and non-contributory.

CERTIFICATE HOLDER

CANCELLATION

Park City Municipal 445 Marsac Ave Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Exhibit B – Street Dining Operational Restrictions

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

Required Submittals:

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

Design Standards:

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

- If the proposed deck creates too much private use of the public right-of-way that may be deemed detrimental to the health, safety, welfare of the area.
 - The Building, Planning, and Engineering Departments will review the location, proximity, and spacing of each street dining deck as well as impacts of traffic and public safety concerns. A recommendation will be given to the City Council for final review and approval.
3. Material. Street dining decks may be built of wood platforms and shall have a solid base. The design of the base shall complement the style of the building. The railing shall be painted solid to also complement the building. While outdoor dining deck is not subject to a complete Historic District Design Review (HDDR), the guidelines are applicable to the project.
 4. Height. The maximum height of the deck shall not exceed thirty-six inches (36") measured from existing grade to the base/floor of the deck at any given point. The layout of the deck may include a step to meet the maximum height allowed.
 5. Advertising. Additional signing or advertising beyond what is allowed by the Park City Sign Code is prohibited.
 6. Furniture. All tables and chairs shall be metal, wood, or other comparable material. Plastic furniture shall not be allowed. All furniture must be approved by the Planning Department per the historic district design review.
 7. Umbrellas. Umbrellas must be free standing and are prohibited from extending beyond the dining area. Any umbrellas shall be affixed permanently to the deck as required by the International Building Code requirements (including fire standards) and shall not create any public hazard.
 8. Lighting. No additional electric lighting is permitted, including exterior building lighting.
 9. Planters. Any proposed landscaping or atmosphere pieces shall be reviewed at the time of initial application, and shall not create any public hazard or unnecessary clutter. All plant material must be maintained in a manner that ensures their viability throughout the summer outdoor dining season.
 10. Use. The use of the Premises shall not conflict with any previously existing Master Festival License ("MFL") recipients on Main Street, specifically the Arts Fest ("Kimball Art Center"). The Kimball Art Center has been leased exclusive use of Main Street in August. The Premises must be vacated (i.e., removal of decks) no later than 10:00 a.m. MT on Thursday, July 30, 2020 for the duration of Arts Fest (including set-up and breakdown) unless the Kimball Art Center consents in writing to allow Tenant's use of the Premises. If the outdoor dining

structure is not removed as required, the Landlord will remove the structure at Tenant's cost. The dates of the 2020 Kimball Arts Festival are subject to change, and as such the vacating of the Premises shall occur at 10:00 a.m. the Thursday prior to the Arts Fest.

11. Licensing. The additional square footage of the dining area must be added to the existing licensed area for the restaurant. The Applicant shall also adhere to other applicable City and State licensing ordinances, including the Department of Alcoholic Beverage Control. It is the responsibility of the Applicant to ensure that all licenses are properly obtained and adhered to.
12. Duration. Street dining is permitted beginning in May and shall terminate on October 30th, each year.
13. Health & Safety. The Use shall not violate the Summit County Health Code, Summit County Health Orders, State of Utah Health Orders, the Fire Code, or International Building Code.
14. Music. The use of outdoor speakers and music is prohibited.
15. Maintenance. The dining area shall be clean and maintained in a neat and orderly fashion.
16. Storage. All equipment and other associated materials must be removed and stored on private property during prohibited times (off season). No material associated with the outdoor dining decks may be stored outdoors on-site during the off-season.
17. Removal. Decks must be completely removed from the Right-of-Way prior to the end of business day October 30. If the outdoor dining structure is not removed as required, the City will remove the structure at cost to compensate for the employees and equipment needed to complete the task.
18. Drainage. Design of the deck and its skirting shall not interfere with the existing street drainage. Deck plans shall be reviewed by the City for drainage and may be modified so as to not interfere with the existing drainage patterns of the street.
19. Utilities. Access to utilities shall not be hindered by the structures. No outdoor dining decks will be approved if located in an area that blocks access to fire hydrants, etc. No new utility lines shall be installed as a result of the proposed outdoor dining.
20. Insurance Requirement. The tenant shall carry a policy of liability insurance in an amount of at least \$2 million per combined single limit per occurrence and \$3 million per aggregate for personal injury, bodily injury and property damage.

Park City Municipal Corporation shall be named as additional insured by endorsement of each policy.

21. Main Street Improvements. Due to the possible conflicts with scheduled Main Street improvements the City may postpone approving leases until the construction schedule is finalized to be able to determine appropriate dates.

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

22. Aesthetics. Due to the Park City environment and storage of the decks over the years, the decks shall be maintained in a safe and high quality manner. Prior to final installation and occupancy of each deck, the applicant shall make sure that the structural members can adequately meet their original design and each deck shall look aesthetically pleasing.

23. Violations. The decks shall be in compliance with all County and State Health Orders in addition to Municipal Code § 11-19-3(H) regarding Prohibition Against Issuance of Municipal Permits. From the time that any Notice of Violation is given, the City may withhold permits for any alteration, repair or construction, which pertains to any existing or new structures or signs on the property or any permits pertaining to the use and development of the real property or the structure where a violation is located. The City may withhold permits until a Notice of Compliance has been issued by the enforcement official. The City may not withhold permits that are necessary to obtain a Notice of Compliance or that are necessary to correct serious health and safety violations.

City Council Staff Report



Subject: 5000 Royal Street
Project Number: PL-19-04374
Author: Alexandra Ananth - Senior Planner
Date: July 9, 2020
Type of Item: Administrative – Proposed 15-Lot Subdivision

Summary Recommendations

Staff recommends the City Council continue the public hearing for the proposed Huntsman Estates, a “Major” Subdivision, located at 5000 Royal Street, and consider approving the Subdivision Plat, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval, as found in the attached Ordinance.

Description

Applicant: DV Lodge, LLC, represented by Rory Murphy
Location: 5000 Royal Street
Zoning District: Residential Development (RD), Deer Valley MPD
Adjacent Land Uses: Residential- Single Family Dwellings, Open Space
Reason for Review: Subdivision Plats Require Planning Commission Review and City Council Action

Executive Summary/Proposal

The applicant is proposing to create a fifteen lot (15-lot) Subdivision to be known as Huntsman Estates, from a 40.69 acre site (Exhibits B and C). The site is located in the Residential Development District (RD) and is also within the Deer Valley Master Planned Development (DV MPD) where it is assigned 15 Units of density (Exhibit D). The site lies between Marsac Avenue and Royal Street southeast and uphill of the runaway truck ramp off of Marsac Avenue. Adjacent Subdivisions include American Flag to the north and Belleterre to the east. The property is heavily wooded and has one pre-existing Single Family Dwelling that will remain and occupy one of the proposed parcels, utilizing one (1) of the 15 Units of density.

The Planning Commission held a Work Session on this project on February 12, 2020, (Exhibits E and F, Staff Report and Minutes), and a public hearing on May 27, 2020, (Exhibits G & H Staff Report and Minutes). At the May public hearing the Planning Commission voted unanimously to forward a positive recommendation to the City Council for consideration.

The City Council held a public hearing on the proposed subdivision plat on June 25, 2020, and voted to request that staff return to the Council on July 9, 2020, with further analysis on house size.

Staff notes that previous single-family subdivisions in the Deer Valley MPD have not had maximum house size limitations, therefore staff believes there should be a larger

policy discussion, outside of this application, focusing on how to keep Park City “the Best Town for the Planet,” and consider Open Space, Floor Area Ratio, and energy efficiency and conservation requirements on all development in Park City.

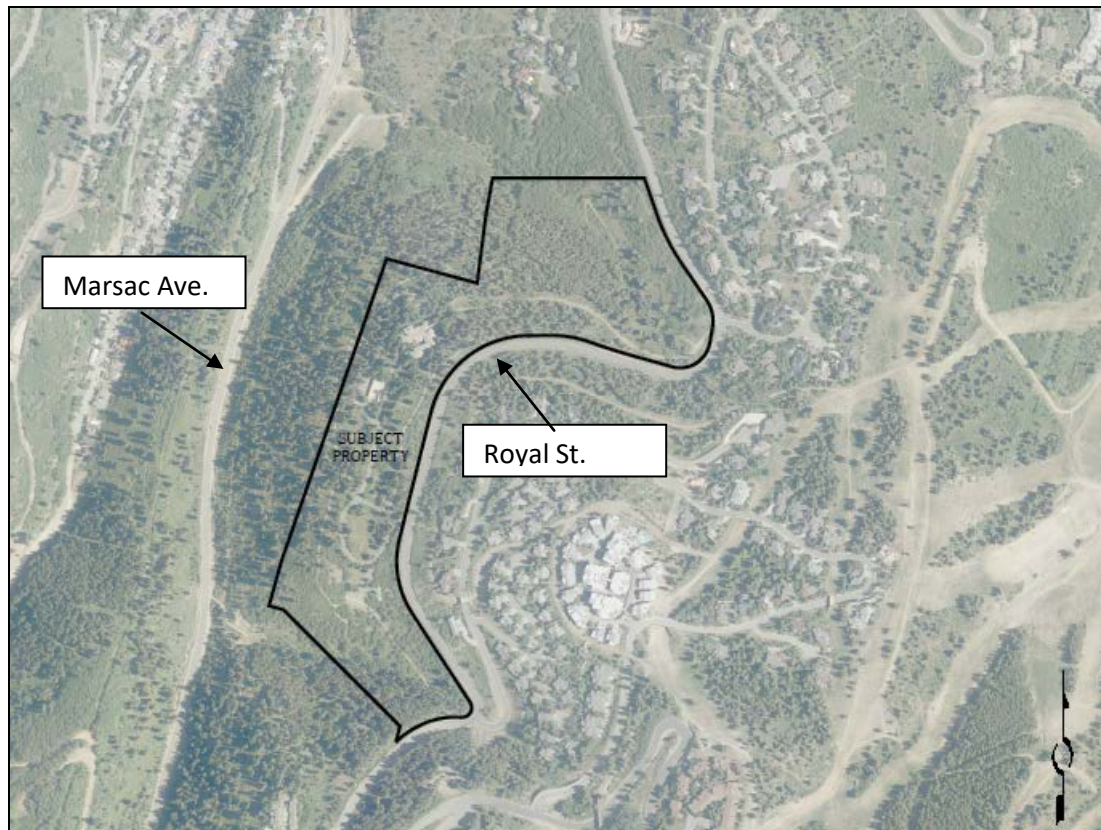


Figure 1: Subject Property located between Royal Street and Marsac Avenue

Background

The proposed Subdivision is located in the RD Zoning District which allows for a maximum Density of three (3) units per acre. However, the site is also located within the Deer Valley Large Scale Master Planned Development Permit (DV MPD) which overlays additional development requirements and restrictions on the property.

The parcel has a long history and appears to be incorporated into the Deer Valley Second Amended and Restated Special Exception Permit dated January 27, 1982. In this Second Amendment the property is referred to as the Bench Single Family Parcel and has a Density Range of 35-36 Units in Exhibit 2 of the MPD. On May 12, 1982, the property was approved by the Planning Commission for a 34-lot Subdivision (Exhibit I) known as the Westview Subdivision which was approved and platted. A road was subsequently graded in, but no further improvements were installed.

The property was purchased by the Huntsman Family in 1987, and the Planning Commission approved 1) the vacation of the 1982 Westview Subdivision Plat; and 2) a 15 Unit Conceptual MPD (which continues to be known as the Westview MPD) for a

family compound of up to 15 Units (Exhibit J). The Huntsman Family subsequently built a family estate on the property utilizing one (1) Unit, however, the 15 Unit entitlement remains intact with 14 development Unit entitlements remaining.

The current use of the site includes one large existing residence (approximately 22,000 square feet) and accessory buildings including a 1,000 square foot carriage house and a 6,000 square foot underground parking garage.

Analysis

The proposed Major Subdivision has been reviewed for compliance with the following Land Management Code Sections: [15-2.13](#) Residential Development (RD) District; [15-7](#) Subdivision General Provisions; [15-7.1](#) Subdivision Procedures; [15-7.3](#) Requirements For Improvements, Reservations and Design; [15-12-15\(B\)\(4\)](#) Subdivision Approval; and [15-12-15\(B\)\(9\)](#) Subdivision and Condominium Plat and Plat Amendment Review, as well as the Deer Valley MPD.

The proposed Huntsman Estates Subdivision Plat creates fifteen (15) Lots of record from the existing site and one Common Area parcel. All of the proposed lots meet the Lot and Site Requirements of the RD District and the Deer Valley MPD.

House Size

At the June 25, 2020, City Council public hearing, staff was asked to return to the Council with additional information regarding house sizes for the proposed subdivision plat.

According to the Deer Valley 12th Amended and Restated MPD, there shall be no size limitation for Units subject to Open Space, MPD and applicable zoning regulations:

“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.”

However, the 12th Amended and Restated MPD also notes that Development Parcel Designations are subject to the Code in effect at the time of application:

“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.”

According to LMC Section [15-7-6, Conditions](#), reasonable conditions may be placed on Subdivisions by the municipality:

“[15-7-6 Conditions](#), Regulation of the Subdivision of land and the attachment of reasonable conditions to land Subdivision is an exercise of valid police power delegated by the state to this municipality. The Developer has the duty of

compliance with reasonable conditions for design, dedication, improvement, and restrictive Use of the land so as to conform to the physical and economical Development of Park City and to the safety and general welfare of the future Lot Owners in the Subdivision and of the community at large."

According to LMC Section 15-7.3-3(C)(3), Subdivision General Lot Design Requirements, Maximum dwelling or unit square footage may be required:

"SQUARE FOOTAGE. Maximum dwelling or unit square footage may be required. Limited Building Heights may also be required for visually sensitive Areas."

Based upon the above, Staff offers the following information on neighborhood house size, a comparison to previously approved projects, open space requirements and the applicant's Limits of Disturbance (LOD) proposal.

Neighborhood House Size

Not including the existing Huntsman house (approximately 22,000 SF), the average size of the homes in the adjacent Belleterre and American Flag neighborhoods (which also have similar lot sizes to the proposed Subdivision) is approximately 7,000 square feet (Exhibit S). If we were to assume development of the remaining 14 Huntsman Units at 7,000 square feet this would equate to 98,000 square feet of new development (or 2.25 acres of new development, or 6.8% of the 40 acre lot including the existing large house). If average house size increased to 11,000 square feet this would equate to 154,000 square feet of new development (or 10.1% of the 40 acre lot including the existing large house). It should be noted that the applicant's Visual Analysis (Exhibit L) was completed assuming an average house size of 10,000 square feet.

The applicant submitted a list of all of the lots in the single-family neighborhoods in Deer Valley and the corresponding square footages of the houses built on them (Exhibit M). Of the 178 existing homes in the six Deer Valley single-family neighborhoods, 23 homes exceed 10,000. While American Flag has the lowest average home size at 6,330 square feet per lot, the Bald Eagle and Red Cloud subdivisions have significantly larger average home sizes at 9,120 and 11,490 square feet respectively. The applicant has noted that none of the other single-family subdivisions have house size restrictions.

Previous Approvals

As noted earlier, in 1982, the property was approved by the Planning Commission for a 34-lot Subdivision (Exhibit I) known as the Westview Subdivision, which was approved and platted. These lots have building pads shown on the Plat that range from 4,665 square feet to 5,650 square feet. If you estimate that the average house size would have been 7,000 square feet (the average house size in Belleterre and American Flag) this equates to 238,000 square feet of development among the 34 lots.

The property was purchased by the Huntsman Family in 1987, and the Planning Commission approved 1) the vacation of the 1982 Westview Subdivision Plat; and 2) a 15 Unit Conceptual MPD (which continues to be known as the Westview MPD) for a family compound of up to 15 Units (Exhibit J). The 1987 approval was likely viewed as a reduction in density, although no house size limits or building pads were set.

Staff notes that if you take the potential for 238,000 square feet of development that may have occurred under the 1982 plat, and divide it by the number of units approved in 1987 (15), the average house size would have to equate to 15,000 square feet to equate to the same volume of density as the 1982 subdivision may have allowed for. However, this would not result in a “decrease” in volume of density that the Planning Commission likely expected in exchange for allowing the MPD for a family compound of up to 15 units.

Although not an apples to apples comparison, the applicant’s LOD proposal includes LOD’s that range from 9,148 square feet to 25,265 square feet, for a total of up to 183,823 square feet of disturbance (not including lot 12) among the 14 remaining lots, less than the 238,000 square feet of potential development allowed for in 1982.

A recent three lot combination on Aerie Drive (not in the DV MPD), approved by the City Council, limited house size to 13,500 square feet.

Open Space Requirements

Regardless of house size, the Deer Valley MPD requires that 60% of the lot remain as undeveloped open space. If the applicant were to propose developing the site to its maximum potential this would equate to over 1 million square feet of development.

The applicant’s LOD Exhibit (Exhibit T) notes that the Subdivision is proposing at least 88% open space inclusive of the large house on Lot 12.

Applicant’s LOD Proposal

The applicant’s representatives have expressed concern with voluntarily limiting house size as they feel that it will impact the economics of the project and has not been done in other single-family subdivisions in the Deer Valley MPD. The applicant has identified LODs on the proposed lots which take into account front and side setbacks. These proposed LODs range from 9,148 square feet to 25,265 square feet, based on lot size, with the average LOD being 13,130 square feet, or 34% of the lot area (Exhibit C).

Lot	Lot Size	Proposed Limits of Disturbance (Acres)	Proposed Limits of Disturbance (SF)	Limits of Disturbance as % of Lot Area
Lot 1	0.69	0.21	9,148	30%
Lot 2	3.04	0.58	25,265	19%
Lot 3	2.78	0.49	21,344	18%
Lot 4	0.97	0.3	13,068	31%
Lot 5	1.2	0.4	17,424	33%
Lot 6	0.82	0.23	10,019	28%
Lot 7	0.67	0.21	9,148	31%

Lot 8	0.62	0.21	9,148	34%
Lot 9	0.63	0.21	9,148	33%
Lot 10	0.6	0.25	10,890	42%
Lot 11	0.54	0.25	10,890	46%
Lot 12	23.78 22.06*	NA	NA	NA
Lot 13	0.7	0.31	13,504	44%
Lot 14	0.66	0.28	12,197	42%
Lot 15	0.67	0.29	12,632	43%
Common Area Parcel	0.88	NA	NA	NA
Additional Land West	1.03	NA	NA	NA
Additional Land East	0.69	NA	NA	NA

**Lot 12 contains the existing Huntsman Family House. As noted earlier, the applicant has reserved two lots within the Subdivision should they be approved to transfer Density from the adjacent Estate zoned parcel into this Subdivision in the future. For the purposes of this application the square footage from these lots is part of Lot 12, the lot that includes the Huntsman House. If in the future the applicant is approved to transfer the Density, Additional Land East and Additional Land West Lots would be created and the size of Lot 12 would decrease to accommodate these lots. This will require a Plat Amendment.*

For comparison purposes staff notes the combined LODs total 183,823 square feet, not including lot 12. Although the Planning Department believes the proposed LODs are large, we acknowledge that LODs do not equate to footprint or building size and that maximum house size restrictions have not been placed on other single-family subdivisions in Deer Valley in the past by either the Planning Commission or City Council. We also acknowledge that the proposed LODs are set towards the front of the lots in order to minimize driveways and tree removal and the Ridge Line is protected from development. The LOD Exhibit estimates Open Space to be at least 88% based on the proposed LOD Areas inclusive of the large house on Lot 12.

Park City General Plan

It has been well documented (including in the City's General Plan) that empty second homes consume a significant amount of energy even while empty. Part of this is due to their size, number of appliances, hot tubs, snowmelt systems, lighting, etc. The Planning Department encourages the City Council and Planning Commission to institute limits on house sizes in order to be consistent with the City's greenhouse gas reduction goals and reducing the City's carbon footprint, and to do this in concert with requiring energy efficiency in construction practices including limits on house size, limits on allowed areas of disturbance, consideration for small accessory units, taking into account the contours of the land and minimizing excavation, minimizing driveways and

impervious surfaces, encouraging the inclusion of solar panels and geothermal systems, water conservation strategies, super insulated homes, consideration of house orientation, recycling of construction waste, etc. ***Staff believes there should be a larger policy discussion, outside of this application, focusing on how to keep Park City “the Best Town for the Planet,” and consider Open Space, Floor Area Ratio, and energy efficiency and conservation requirements for all development.***

Because previous single-family subdivisions in the DV MPD have not had house size limitations, staff is hesitant to recommend a maximum house size for this proposed subdivision unless it is very generous, in the magnitude of 11,000-15,000 square feet. Staff arrived at this number after considering the average house size in Red Cloud (no house size restrictions) and after considering the density and building pads approved for the site in 1982. Staff also notes that the proposed lots range in size from .54 acres, where a 15,000 square foot house may not feel appropriate, to 3.04 acres where 15,000 square feet may feel more appropriate, and would recommend that if the Council chooses to set maximum House size, the Council consider a maximum house size of 11,000 for the smaller lots (lots less than 1.5 acres) and 15,000 for the larger lots (lots greater than 1.5 acres, or lots 2, 3 and 12).

Public Input

The minutes from the February Work Session and the May public hearing are attached as Exhibits F and H. Other public input received are attached as Exhibit R. Minutes from the City Council's June 25, 2020, public hearing were not available prior to the issuance of this Staff Report, however, the audio of the meeting is available [here](#).

Process

This application is considered a Major Subdivision as it contains more than four (4) Lots. The Planning Commission waived the Preliminary Plat requirement and recommends the proposed subdivision as the Final Plat.

The approval of this Subdivision application by the City Council constitutes Final Action that may be appealed following the procedures found in LMC § [15-1-18](#).

Significant Impacts

There are no significant impacts from this application that have not been mitigated through careful planning and Conditions of Approval.

Recommendation

Staff recommends the City Council hold a public hearing for the proposed Huntsman Estates, a “Major” Subdivision located at 5000 Royal Street, and consider approving the Subdivision Plat based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the attached Ordinance.

Exhibits

- Exhibit A: Ordinance
- Exhibit B: Applicant's Letter of Intent/Description of the Project
- Exhibit C: Huntsman Estates Proposed Subdivision Plat
- Exhibit D: Deer Valley Resort Twelfth Amended and Restated Large Scale MPD

Exhibit E: Planning Commission Work Session Staff Report 2/12/2020
Exhibit F: February 12, 2020 Planning Commission Work Session Minutes
Exhibit G: Planning Commission Work Session Staff Report 5/13/2020
Exhibit H: May 27, 2020 Planning Commission Public Hearing Minutes
Exhibit I: Approved 34 Lot Subdivision, 1982
Exhibit J: Notice of Planning Commission Action, December 17, 1987
Exhibit K: Applicant's Forest Assessment dated 3/28/2020
Exhibit L: Applicant's Visual Analysis
Exhibit M: Applicant's House Size Analysis
Exhibit N: Record of Survey and Existing Conditions
Exhibit O: Aerial Photograph
Exhibit P: Additional Site Photographs
Exhibit Q: Ownership Exhibit
Exhibit R: Public Input Received
Exhibit S: Planning Department's Neighborhood House Size Analysis
Exhibit T: Applicant's LOD Exhibit

Ordinance No. 2020-31

**AN ORDINANCE APPROVING THE HUNTSMAN ESTATES SUBDIVISION PLAT
LOCATED AT 5000 ROYAL STREET,
PARK CITY, UTAH**

WHEREAS, the owner of the property located at 5000 Royal Street petitioned the City Council for approval of the fifteen lot (15-lot) Huntsman Estates Subdivision; and

WHEREAS, on May 13, 2020, the property was posted and notice was mailed according to the requirements of the Land Management Code; and

WHEREAS, legal notice was published in the Park Record on May 13, 2020, according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a Public Hearing on May 27, 2020, to receive input on the Huntsman Estates Subdivision; and

WHEREAS, the Planning Commission forwarded a positive recommendation to City Council; and

WHEREAS, on June 25, 2000, the City Council held a public hearing to receive input on the Subdivision Plat and continued the item to July 9, 2020; and

WHEREAS there is good cause and it is in the best interest of Park City Utah, to approve the Subdivision Plat.

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

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

Findings of Fact:

1. The property contains 40.69 acres and is zoned Residential Development (RD) and is located within the Deer Valley MPD Overlay.
2. 5000 Royal Street is improved with a large family estate house as well as accessory buildings including a carriage house and underground garage.
3. The Parcel is known as the Westview Parcel located in the North Silver Lake Community of Deer Valley and is assigned 15 Density Units in Exhibit 1 of the Twelfth Amendment and Restated Deer Valley MPD with one Unit already developed.
4. The Subdivision is classified as a Major Subdivision according to LMC Section 15-7.1-3(A)(2) as it contains four (4) or more lots. The subdivision contains 16 lots including one common parcel.

5. The Planning Commission held a Work Session on this item on February 12, 2020.
6. Staff checked for compliance with the Deer Valley MPD and Deer Valley is compliant with its Employee Housing obligations.
7. There are no Maximum House Size limitations or Unit Equivalent limitations on this parcel.
8. Building Height is limited to 28 feet for this parcel with an exception for the existing house which was granted in 1987 as part of the Conceptual MPD approval for the Westview MPD.
9. This Subdivision vacates the previous Westview MPD.
10. Nothing in this approval shall prevent the applicant from transferring up to two Units of density from the adjoining Estate zoned 19.51 acre parcel into this Subdivision in the future subject to a Plat Amendment, an amendment to the Deer Valley MPD and the dedication of this adjacent parcel to the City as Open Space.
11. The proposed Major Subdivision has been reviewed for compliance with all Sections of LMC 15-7, Subdivision General Provisions.
12. Single Family Dwellings are an allowed Use within the RD District.
13. Lockout Units require a CUP.
14. Nightly Rentals are allowed in the area unless HOA rules prohibit them.
15. The proposed 15 lots and Common Area Parcel meet the Lot and Site Requirements of the RD Zone and the Deer Valley MPD.
16. All future buildings shall be reviewed for compliance with the Architectural Design Guidelines of LMC Section 15-5.
17. The applicant submitted a Forrest Assessment from a certified arborist that evaluated the health and viability of the site and makes recommendations on thinning and removing dead standing trees in order to balance the need for tree removal for forest health, build out and wildfire prevention with the visibility of the site.
18. Care shall be taken in the siting of houses and driveways to limit the removal of Significant Vegetation. The applicant submitted LOD Areas for each of the individual lots in a file titled Lot Exhibit dated 4/15/20.
19. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance.
20. A 40-foot right-of-way will serve the Subdivision from Royal Street. The road will be private and will be maintained by the Homeowner's Association but shall be constructed to City Standards.
21. The Snyderville Basin Sewer Improvement District has an easement for a sewer trunk line through this property that will be maintained.
22. The applicant submitted a Visual Analysis of what the development may look like at full build out from the Historic District and various other points in Park City with considerations made for removal of Significant Vegetation. The Visual Analysis shows that the site as developed should have minimal visual impact on the Historic District.
23. There should be minimal impact on surrounding properties including shadows, loss of solar access, air circulation, views or ridgeline intrusion due to required setbacks and because the building height limitation of 28 feet is less than the height of surrounding trees.

24. In compliance with LMC Section [15-7.3-8](#), Sidewalks, Hiking Trails, Bike Paths, and Horse Trails, the applicant has agreed to grant an easement to the City and post a bond with the City up to \$25,000 for the construction of a new trail connection between the intersection of the Lookout and Rossi Hill Trails and Royal Street. This new trail would provide a connection for alternative forms of transportation between Old Town and Deer Valley.
25. The traffic impacts for this 15-lot Subdivision are expected to be well within the capacity of Royal Street. In order to reduce traffic from the Subdivision the applicant is proposing an on-call van that will transport owners and guests to the Silver Lake area as well as the Main Street core and the surrounding resorts.
26. A traffic Study was not required for this application as the Deer Valley MPD accounts for 15 Units of Density on the site.
27. The applicant has agreed to cooperate with and not restrict or obstruct aerial transportation that may be developed in the future over the property.

Conclusions of Law:

1. There is Good Cause for the Huntsman Estates Subdivision. The proposed Subdivision complies with the Land Management Code requirements and the Deer Valley MPD and is within the Density previously approved for the parcel in 1987.
2. The Huntsman Estates Subdivision is consistent with the 2014 Park City General Plan and the Park City Land Management Code including Sections 15-7.1-3(C) and 15-12-15(B)(4) and (9) and applicable State Law regarding Subdivisions.
3. Neither the public nor any person will be materially injured by the proposed Subdivision.
4. Approval of this Subdivision 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 Subdivision Plat for compliance with State Law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat at the County within two (2) years from the date of City Council approval. If recordation has not occurred within two (2) years time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A Plat Note shall indicate that all roads, cut-de-sac and utilities shall conform to current City Standards.
4. A Plat Note shall indicate that the lots are limited to Single Family Dwellings and Accessory Buildings.
5. A Plat Note shall indicate that all buildings in the Huntsman Estate Subdivision shall be fire sprinkled on both the interior and exterior.
6. A Plat Note shall indicate that the overall development parcel shall contain a minimum of 88% open space and otherwise comply with the Deer Valley MPD and all applicable zoning regulations including building height of 28 feet.

7. A Plat Note shall indicate that all building must be within the LOD Area shown on Lot Exhibit dated 4/15/20. Minor adjustments to the LOD Area shall be allowed by the Planning Director so long as the size of the LOD Area on the lot remains the same.
8. A Plat Note shall indicate that none of the amenities shall have exterior lighting meant to allow for nighttime use. All exterior lighting shall comply with the City's Lighting requirements and shall be down directed and shielded.
9. A Plat Note shall indicate that prior to the issuance of building permits for individual lots the applicant or owner of the lot shall submit a certified Arborists Assessment of the lot that analyzes the health and viability of all Significant Vegetation on the property within 100 feet of the LOD, includes a Tree Preservation Plan that indicates trees proposed for removal, how trees will be protected during construction and a tree replacement plan. Plans shall also indicate that trees shall be limited within a 15 foot radius of the house and that diseased and dead trees within 100 feet of the house will be removed, consistent with the submitted Forrest Assessment dated March 28, 2020. This includes vegetation that is no longer standing.
10. A Plat Note shall indicate that the applicant will work with the Park City Fire Marshall and manage the forest according to his or her expectations and approval prior to being issued the first building permit.
11. A Plat Note shall indicate that if the developer encounters mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
12. A Plat Note shall indicate that no private driveways will be permitted from Royal Street.
13. Prior to Plat recording, the applicant shall grant an easement and post a bond with the City up to \$25,000 for the construction of a new trail connection between the Lookout/Rossi Hill Trail and Royal Street.
14. Should the applicant move forward with Phase 2 of this project, a Condition of approval will be placed on the Plat Amendment that the applicant shall deed the adjacent parcel to the City as natural Recreational Open Space.
15. A Plat Note shall indicate that the Subdivision shall be served by an on-call van/shuttle service that will transport owners and guests to the Silver Lake area as well as the Main Street core and the surrounding resorts during peak vacation/holiday weeks in order to minimize the traffic impact from this Subdivision. At a minimum this shall include holiday weeks and three day weekends in perpetuity. The shuttle shall utilize Royal Street and shall not utilize Hillside Avenue.
16. A Construction Management Plan that explicitly prohibits parking on Royal Street during construction will be required prior to the issuance of any building permits.
17. A Plat Note shall indicate that there shall be no further subdivision of these 15 lots with the exception of Additional Land East and Additional Land West subject to an Amendment of the Deer Valley MPD and the incorporation of the adjacent PC-S-46-B-1 into the DV MPD as Open Space and dedication of this parcel to Park City Municipal Corporation.
18. The Huntsman Estates Subdivision development exceeds one (1) acre and shall meet the requirements of the municipal separate storm sewer system (MS4) storm water program. A plat note shall indicate that each lot within this common

development shall be required to obtain a MS4 storm water permit prior to any construction activity.

19. A Plat Note shall indicate that with the exception of Phase 2 for Lot 12, there shall be no further subdivision of the property.

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

PASSED AND ADOPTED this 9th day of July, 2020.

PARK CITY MUNICIPAL CORPORATION

MAYOR, Andy Beerman

ATTEST:

City Recorder, Michelle Kellogg

APPROVED AS TO FORM:

City Attorney, Mark Harrington

November 14, 2019

Mr. Bruce Erickson
Planning Director
Park City Planning Department
PO Box 1450
445 Marsac Avenue
Park City, UT 84060

RE: (Huntsman Family) Subdivision

Dear Bruce,

The applicant, DV Lodge, LLC, is pleased to submit this subdivision proposal to the Park City Planning Office. The parcel is 40.69 acres in size and consists of 15 lots. The lots will range in size from just over a half an acre to over an acre in size. The parcel is located in the RD (Residential Development) Zone within the Deer Valley Master Plan and is assigned 15 units of density. The property is located entirely within the borders of the Park City Municipal Corporation and is also within the boundaries of the Park City Fire Service District, the Weber Basin Water Conservancy District and the Snyderville Basin Water and Sewer District.

The undisturbed area of the proposed subdivision is 36.88 acres with approximately 9.4% hardscape, including proposed building envelopes. This equates to 90.6% open space for the proposal.

The property is densely wooded and has a pre-existing home that will occupy one of the parcels. The topography of the property has a large flat area in its center and it slopes sharply up in elevation to the east and sharply down in elevation to the west. The property is bordered by the American Flag Subdivision and the Belle Terre Subdivision to the east, Marsac Avenue and open space to the west, The Lookout Subdivision to the south and the American Flag Subdivision to the north. The property has several trails that traverse the property and the project is about 10 minutes walking distance to the Main St. core area.

The current use of the site is the existing residence and appurtenant buildings, including a 5,000-square foot underground parking garage that until recently housed Mr. Huntsman's automobile collection as well as outbuildings and a carriage house. The property has an existing pond which is a significant feature for local wildlife habitat. There are several trails that are located on the property and the applicant is open to discussing the highest and best use for the dedication of these trails.

In 1982, the property was apparently subdivided into 34 lots on 40.72 acres. The property was purchased by Jon Huntsman, Sr. in 1987 and the property was assigned 15 ERU's per the Deer Valley Master Plan to arrive at the current allocation of 15 units. The Huntsman Family submitted a 15-unit

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subdivision application with Park City Municipal Corporation and this was approved and recorded in 1987. Mr. Huntsman subsequently built his Family's estate on the property and the Huntsman Family spent decades enjoying the beautiful property. The 15-unit entitlement remains intact. The Family estate has been deliberately carved into a large lot that occupies the entire north end of the property and consists of approximately 25 acres. This effort was made to preserve the estate in its current form and acknowledge the significant piece of history that it is.

The property is stunningly beautiful and located a short distance from the Silver Lake Village area of Deer Valley Resort. The property is thickly wooded and the trees are large second-generation conifers and aspens that give the property a private and remote feeling from the rest of the Deer Valley Resort. The woods are truly spectacular and the off-site views of the upper mountainous areas of Park City are stunningly beautiful.

Although the project is relatively small in size, any traffic/parking impacts need to be understood and mitigated to the fullest possible extent by the applicant. The project is proposing an on-call van that will transport owners and guests to the Silver Lake area as well as the Main Street core and the surrounding resorts. The on-call van service will reduce parking needs and provide an easy, direct and quick ride to the slopes.

Adjacent to the property to the west is a 19.51-acre parcel that is currently located outside of the Deer Valley Master Plan. This property is also owned by the applicant, but is not part of this Subdivision Application. The property is located within the Sensitive Lands Overlay Zone. The option to add this acreage in the future to the Deer Valley Master Plan is something the applicant would like to consider having the option to propose to the City in the future. For that reason, the applicant has designated an area that is located to the west and south of the existing residence as future additional land should that effort be pursued in the future. Adding land to the Deer Valley Master Plan would require the active participation and support of Deer Valley and an amendment to the Deer Valley Master Plan. The City retains the discretionary authority to determine whether to allow the density located on the adjacent parcel to be transferred to the Huntsman parcel. This concept has benefits for all of the parties concerned and is something to be considered at a future date. Designating a small portion of the property as future additional land allows that possibility to be maintained.

A soils report by Patrick Emory of Gordon Geotechnical Engineering, Inc., dated March, 2017, showed no significant geotechnical or soil concerns associated with the soils on the property. There was no perched groundwater encountered in any of the seven test pits dug and the soil can support conventional footings and foundations. No special geotechnical conditions exist and no extraordinary mitigation efforts were identified or required.

The infrastructure for the project consists of a road with an approximately 1,200-foot cul-de-sac that ends at the existing estate house. The improvements will include a 21-foot wide road with 2.5-foot roll-top gutters with an additional 5-foot shoulders on each side. The road will be no more than 10% grade that is centered in a proposed 36' ROW. Sewer and water mains will be placed under the road and the road will be built to Park City road construction standards. Underground power and gas will be trenched along the outside of the road.

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The project area will need to be mindful of urban/wildland interface at it relates to fire. As mentioned previously, the property is 100% wooded and there is little in the way of fire breaks and other natural barriers for the spread of wildland fire. Although this is true of most of upper Deer Valley, it should be noted that this project will incorporate enhanced wildland fire prevention measures, such as vegetation clearance around structures as well as exterior sprinklers to minimize the threat of wildland fire.

The project will have a host of amenities that will be exclusive to the property. There is planned an outfitters cabin that will have a variety of outdoor entertainment equipment. The applicant is planning to stock ice skates, fishing poles, sleds, snowshoes, cross-country skis as well as food, drinks and other provisions for the benefit of the owners and guests. The outfitters cabin will be located centrally in the project and will provide amenities that are unlike any other property in the Deer Valley area. The cabin and appurtenant infrastructure will be modeled after the old Adirondack mountain vacation areas that were once very popular and remain so to this day. The idea is to unplug the phone and spend some real time with the family. Additionally, as part of the amenities, the applicant intends to construct a fishing pond that will allow for owners and guests, particularly children, to enjoy the recreational pursuit of fishing. The pond will be stocked and maintained by the HOA along with all of the other associated amenities mentioned above. The project is also proposing to incorporate a tennis and four pickleball courts for the enjoyment of the owners and guests.

The applicant truly appreciates the consideration of this proposal by the Park City Planning Staff and the Planning Commission. We are open to any suggestions and ideas that would make this a better, more comprehensive project. The proposal is within all Land Management Code guidelines and does not seek exceptions to the LMC in any fashion. Please do not hesitate to contact us with any questions or comments whatsoever concerning this proposal.

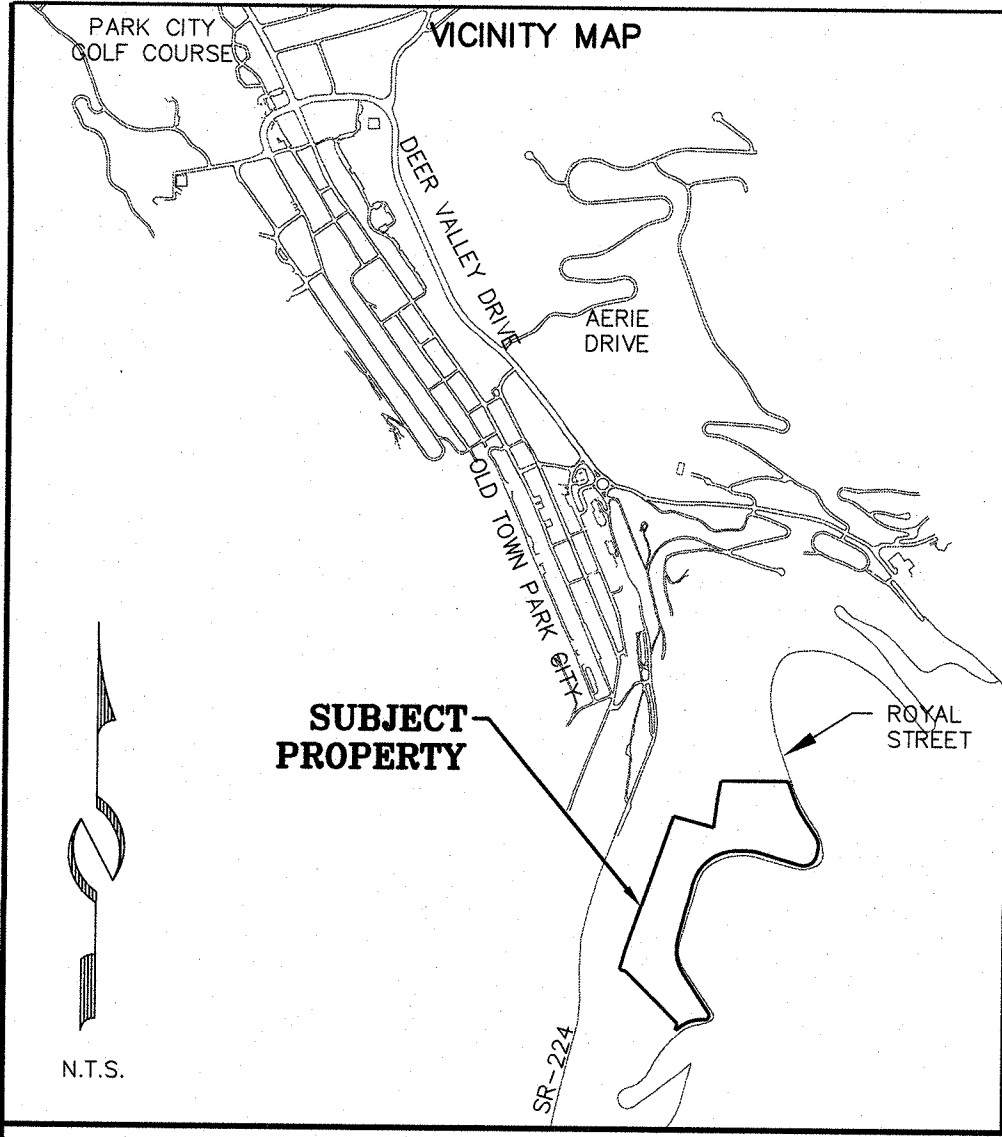
Sincerely,

Rory Murphy
Representative, DV Lodge, LLC
paladinparkcity@aol.com
435-640-5068

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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. I further certify that by authority of the owner, I have made a survey of the tract of land shown on this plat and described hereon, and have combined said tract of land into lots, together with streets, hereafter to be known as HUNTSMAN ESTATES and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS that _____, the undersigned owner of the herein described tract of land, to be known hereafter as HUNTSMAN ESTATES, does hereby certify that it has caused this plat to be prepared, and does hereby consent to the recordation of HUNTSMAN ESTATES.

In witness whereof, the undersigned set his/her hand this _____ day of _____, 2020.

Manager

ACKNOWLEDGMENT

State Of _____

County of _____

On this _____ day of _____, 2020, _____ 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 that he/she is the manager of _____ and that said document was signed by him/her on behalf of said limited liability company by authority of its operating agreement and he/she acknowledged to me that he/she executed HUNTSMAN ESTATES.

By: _____
Notary Public

Printed Name _____

Residing in: _____

My commission expires: _____

Commission No. _____

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 2664.15 FEET AND WEST 350.68 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND NORTH 8796.14' WEST 381.10 FEET FROM THE EAST QUARTER CORNER OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PORT ARTHUR MINING CLAIM NO. 5762; AND RUNNING THENCE NORTH 19°11'00" EAST ALONG THE EAST LINE OF SAID MINING CLAIM 1476.10 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF THE SINGER MINING CLAIM NO. 5765; THENCE SOUTH 74°53'46" EAST ALONG THE SOUTHERLY LINE OF SAID CLAIM 415.56 FEET TO A POINT OF INTERSECTION WITH A LINE EXTENDED FROM THE NORTHEAST CORNER OF THE TRUMP MINING CLAIM NO. 265 AND THE SOUTHWEST CORNER OF THE FRACTION MINING CLAIM NO. 5763; THENCE NORTH 72°20'00" EAST 362.22 FEET TO THE SAID SOUTHWEST CORNER OF THE FRACTION MINING CLAIM NO. 5763; THENCE NORTH 10°28'40" EAST ALONG THE WESTERLY LINE OF SAID FRACTION MINING CLAIM 164.81 FEET TO THE SOUTHEAST CORNER OF THE SWITZERLAND MINING CLAIM NO. 52; SAID POINT ALSO BEING THE MOST SOUTHWEST CORNER OF LOT NO. 15 OF THE RECORDED AMERICAN FLAG SUBDIVISION; THENCE EAST ALONG THE SOUTHERLY LINE OF THE AMERICAN FLAG SUBDIVISION 701.53 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF THE RECORDED LAKE FLAT C ROAD, AND FOLLOWING SAID RIGHT-OF-WAY LINE THE NEXT FIVE COURSES:

1) SOUTH 19°01'35" EAST 177.29 FEET TO A POINT ON A 936.65 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 70°58'25" EAST 936.65 FEET OF WHICH THE CENTRAL ANGLE IS 15°08'53"); THENCE 2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 247.63 FEET TO A POINT OF TANGENCY; THENCE 3) SOUTH 34°10'00" EAST 211.53 FEET TO A POINT ON A 175.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 55°49'32" WEST 175.00 FEET OF WHICH THE CENTRAL ANGLE IS 44°07'46"); THENCE 4) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 134.79 FEET TO A POINT OF TANGENCY; THENCE 5) SOUTH 9°57'18" WEST 70.95 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE RECORDED LAKE FLAT D ROAD, SAID POINT ALSO BEING ON A 140.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°25'20" WEST 140.00 FEET OF WHICH THE CENTRAL ANGLE IS 95°52'12"); AND FOLLOWING THE SAID LAKE FLAT D ROAD THE NEXT 12 COURSES: 1) SOUTHERLY ALONG THE ARC OF SAID CURVE 234.25 FEET TO A POINT OF TANGENCY; THENCE 2) NORTH 14°10'00" WEST 215.36 FEET TO A POINT ON A 2456.77 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 15°49'20" EAST 2456.77 FEET OF WHICH THE CENTRAL ANGLE IS 4°08'50"); THENCE 3) NORTHEASTERLY ALONG THE ARC OF SAID CURVE 177.83 FEET TO A POINT ON A 5326.4 FOOT RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 19°58'20" WEST 532.64 FEET OF WHICH THE CENTRAL ANGLE IS 20°33'00"); THENCE 4) WESTERLY ALONG THE ARC OF SAID CURVE 191.04 FEET TO A POINT OF TANGENCY; THENCE 5) SOUTH 89°25'20" WEST 100.45 FEET TO A POINT ON A 467.41 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 0°34'40" EAST 467.41 FEET OF WHICH THE CENTRAL ANGLE IS 75°25'20"); THENCE 6) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 615.28 FEET TO A POINT OF TANGENCY; THENCE 7) SOUTH 14°10'00" WEST 601.75 FEET TO A POINT ON A 435.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 78°00'00" EAST 435.00 FEET OF WHICH THE CENTRAL ANGLE IS 47°00'00"); THENCE 8) SOUTHERLY ALONG THE ARC OF SAID CURVE 358.61 FEET TO A POINT OF TANGENCY; THENCE 9) SOUTH 33°00'00" EAST 494.50 FEET TO A POINT ON A 45.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 37°00'00" WEST 45.00 FEET OF WHICH THE CENTRAL ANGLE IS 127°30'40"); THENCE 10) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 100.15 FEET TO A POINT ON A 364.61 FOOT RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS SOUTH 43°00'40" WEST 364.61 FEET OF WHICH THE CENTRAL ANGLE IS 30°45'20"); THENCE 11) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 168.54 FEET TO A POINT ON A 428.78 FOOT RADIUS COMPOUND CURVE TO THE LEFT (CENTER BEARS SOUTH 21°53'53" WEST 428.78 FEET OF WHICH THE CENTRAL ANGLE IS 21°53'53"); THENCE 12) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 162.88 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF THE MATTHEW LOT 364 MINING CLAIM; THENCE NORTH 45°00'00" WEST 762.25 FEET TO A POINT ON THE EASTERLY LINE OF THE YALP LOT 364 MINING CLAIM; THENCE NORTH 74°28'10" WEST 69.67 FEET, THENCE NORTH 15°31'50" EAST 219.26 FEET TO THE POINT OF BEGINNING.

NOTES

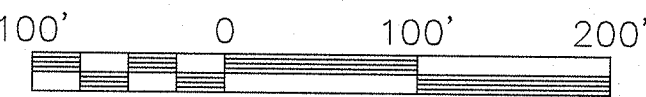
- This plat is subject to the Conditions of Approval in Ordinance 2019-_____.
- The property contains 40.69 acres and is zoned as Residential Development (RD) with an MPD overlay.
- Lots 13, 14 and 15 will require a Driveway Easement.
- Public safety access and public utility easements are hereby dedicated for the private road right-of-way. The private road will be maintained by the Homeowner's Association. Fire sprinklers will be required for new construction on the lots per the Chief Building Official at the time of review of a building permit. 30 foot vegetation protection areas will be required around dwellings with limited existing or new tree landscaping within 30ft area as approved by Park City Municipal Corporation and Park City Fire District.
- Private wastewater ejector pumps will be required for Lots 3-11.
- No driveway access from Royal Street is permitted on any lot.
- Additional Land A area = 44,819 sq ft / 1.03 acres
Additional Land B area = 30,108 sq ft / 0.69 acres
Lot 12 area (less Additional Land A & B) = 950,874 sq ft / 22.05 acres
- Refer to Record of Survey S-_____ for boundary information.
- All property corners to be set with 5/8" rebar and cap, "ALLIANCE ENGINEERING".

LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S 19°01'35" E	177.29'
L2	S 9°57'18" W	70.95'
L3	S 89°25'20" W	100.45'
L4	N 15°05'00" E	75.15'
L5	N 74°28'10" W	69.67'
L6	N 15°31'50" E	219.27'
L7	N 10°28'40" E	164.81'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	936.65'	247.63'	15°08'53"	S 26°36'02" E	246.91'
C2	175.00'	134.79'	44°07'46"	S 12°06'35" E	131.48'
C3	140.00'	234.25'	95°52'12"	S 57°53'24" W	207.87'
C4	2456.77'	177.83'	4°08'50"	N 72°06'05" W	177.79'
C5	532.64'	191.04'	20°33'00"	N 80°18'10" W	190.02'
C6	45.00'	100.15'	127°30'40"	S 30°45'20" W	80.72'
C7	364.61'	168.54'	26°29'06"	S 81°16'07" W	167.04'
C8	428.78'	163.88'	21°53'53"	S 57°04'37" W	162.88'

HUNTSMAN ESTATES

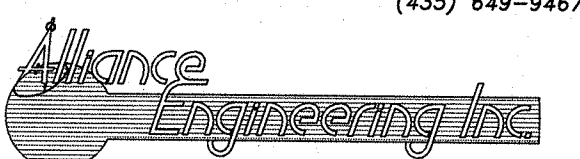
A SUBDIVISION LOCATED IN THE EAST HALF OF SECTION 21 AND THE WEST HALF OF SECTION 22 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN PARK CITY, SUMMIT COUNTY, UTAH



LEGEND

- Found Section Monument (As-noted)
- Set 5/8" rebar w/cap, "ALLIANCE ENGINEERING"
- XXXX Address on Huntsman Road
- EP Private Ejector Pump

SHEET 1 OF 2



CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____

DAY OF _____, 2020

BY _____
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____

DAY OF _____, 2020

BY _____
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____

DAY OF _____, 2020

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____

DAY OF _____, 2020

BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2020

BY _____
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY

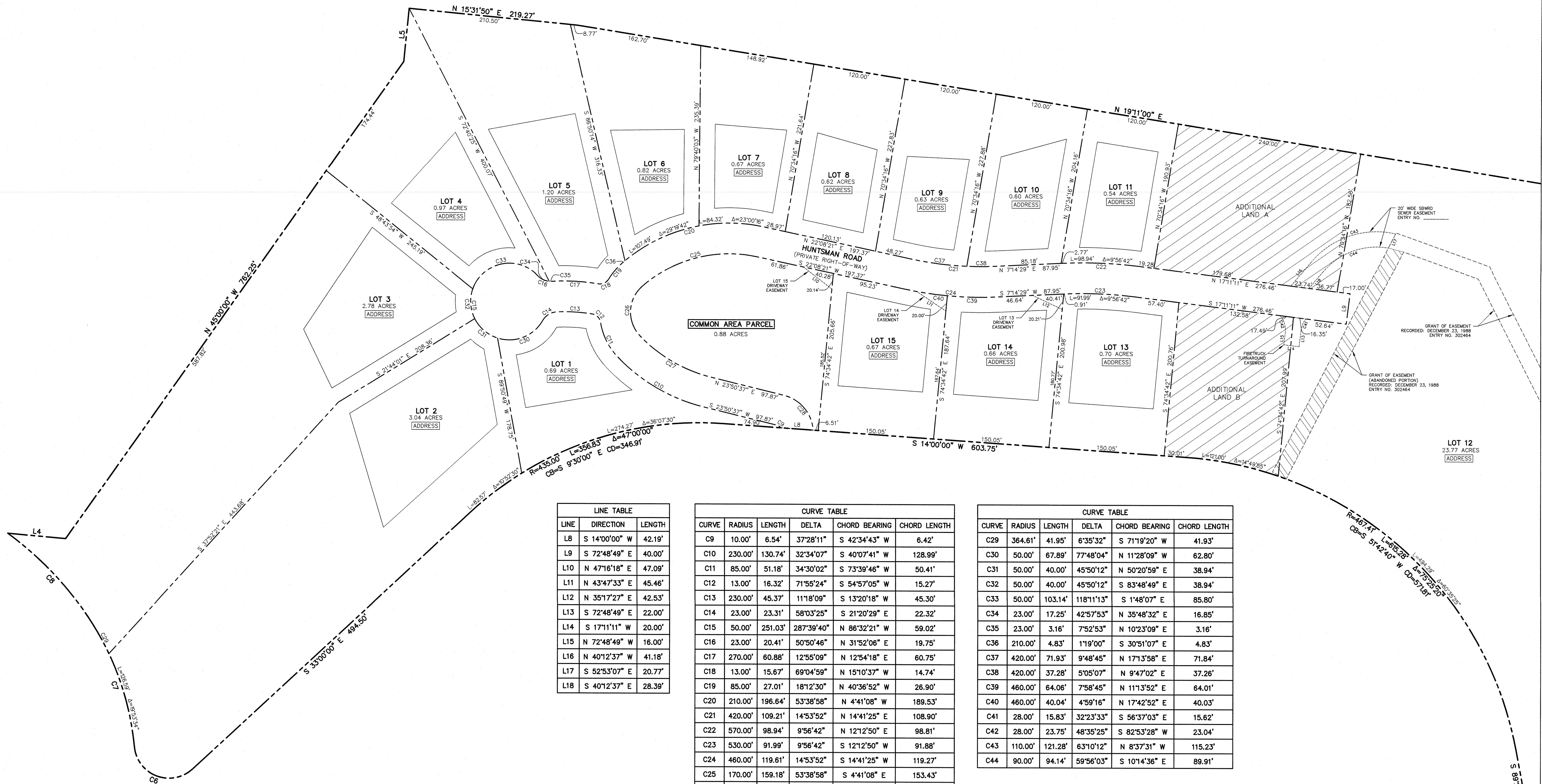
OF _____, 2020

BY _____
PARK CITY RECORDER

RECORDED

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

FEE _____ RECORDER
TIME _____ DATE _____ ENTRY NO. _____



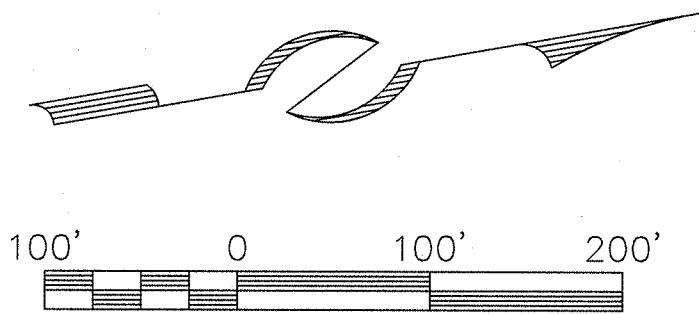
LINE TABLE		
LINE	DIRECTION	LENGTH
L8	S 14°00'00" W	42.19'
L9	S 72°48'49" E	40.00'
L10	N 47°16'18" E	47.09'
L11	N 43°47'33" E	45.46'
L12	N 35°17'27" E	42.53'
L13	S 72°48'49" E	22.00'
L14	S 17°11'11" W	20.00'
L15	N 72°48'49" W	16.00'
L16	N 40°12'37" W	41.18'
L17	S 52°53'07" E	20.77'
L18	S 40°12'37" E	28.39'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C9	10.00'	6.54'	37°28'11"	S 42°34'43" W	6.42'
C10	230.00'	130.74'	32°34'07"	S 40°07'41" W	128.99'
C11	85.00'	51.18'	34°30'02"	S 73°39'46" W	50.41'
C12	13.00'	16.32'	71°55'24"	S 54°57'05" W	15.27'
C13	230.00'	45.37'	11°18'09"	S 13°20'18" W	45.30'
C14	23.00'	23.31'	58°03'25"	S 21°20'29" E	22.32'
C15	50.00'	251.03'	287°39'40"	N 86°32'21" W	59.02'
C16	23.00'	20.41'	50°50'46"	N 31°52'06" E	19.75'
C17	270.00'	60.88'	12°55'09"	N 12°54'18" E	60.75'
C18	13.00'	15.67'	69°04'59"	N 15°10'37" W	14.74'
C19	85.00'	27.01'	18°12'30"	N 40°36'52" W	26.90'
C20	210.00'	196.64'	53°38'58"	N 4°41'08" W	189.53'
C21	420.00'	109.21'	14°53'52"	N 14°41'25" E	108.90'
C22	570.00'	98.94'	9°56'42"	N 12°12'50" E	98.81'
C23	530.00'	91.99'	9°56'42"	S 12°12'50" W	91.88'
C24	460.00'	119.61'	14°53'52"	S 14°41'25" W	119.27'
C25	170.00'	159.18'	53°38'58"	S 4°41'08" E	153.43'
C26	45.00'	72.32'	92°04'38"	S 77°32'56" E	64.78'
C27	190.00'	108.00'	32°34'07"	N 40°07'41" E	106.55'
C28	50.00'	63.15'	72°21'47"	N 60°01'31" E	59.03'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C29	364.61'	41.95'	6°35'32"	S 71°19'20" W	41.93'
C30	50.00'	67.89'	77°48'04"	N 11°28'09" W	62.80'
C31	50.00'	40.00'	45°50'12"	N 50°20'59" E	38.94'
C32	50.00'	40.00'	45°50'12"	S 83°48'49" E	38.94'
C33	50.00'	103.14'	118°11'13"	S 1°48'07" E	85.80'
C34	23.00'	17.25'	42°57'53"	N 35°48'32" E	16.85'
C35	23.00'	3.16'	7°52'53"	N 10°23'09" E	3.16'
C36	210.00'	4.83'	1°19'00"	S 30°51'07" E	4.83'
C37	420.00'	71.93'	9°48'45"	N 17°13'58" E	71.84'
C38	420.00'	37.28'	5°05'07"	N 9°47'02" E	37.26'
C39	460.00'	64.06'	7°58'45"	N 11°13'52" E	64.01'
C40	460.00'	40.04'	4°59'16"	N 17°42'52" E	40.03'
C41	28.00'	15.83'	32°23'33"	S 56°37'03" E	15.62'
C42	28.00'	23.75'	48°53'25"	S 82°53'28" W	23.04'
C43	110.00'	121.28'	63°10'12"	N 8°37'31" W	115.23'
C44	90.00'	94.14'	59°56'03"	S 10°14'36" E	89.91'

HUNTSMAN ESTATES

A SUBDIVISION LOCATED IN THE EAST HALF OF SECTION 21
AND THE WEST HALF OF SECTION 22
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



6/15/20 JOB NO.: 3-10-19 FILE: X:\Deer Valley\dwg\sr\plat2019\031019.dwg

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

(435) 649-9467
Alliance Engineering Inc.
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2864 Park City, Utah 84060-2864

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.

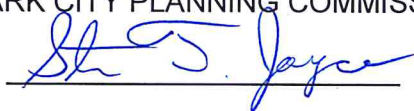
Q. Separability. If any provision or provisions of this Permit shall be held or deemed to be, or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent, 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.

Exhibit E:

February 12, 2020, Planning Commission Work Session Staff
Report

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
FEBRUARY 12, 2020

COMMISSIONERS IN ATTENDANCE:

Chair John Phillips, Sarah Hall, John Kenworthy, Mark Sletten, Laura Suesser, Doug Thimm

EX OFFICIO: Planning Director Bruce Erickson; Hannah Tyler, Planner; Caitlyn Barhorst, Planner; Rebecca Ward, Planner; Alexandra Ananth; Planner; Elizabeth Jackson, Planner; Mark Harrington, City Attorney

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ROLL CALL

Chair Phillips called the meeting to order at 5:35 p.m. and noted that all Commissioners were present except for Commissioner Van Dine, who was excused.

APPROVAL OF MINUTES

January 22, 2020

MOTION: Commissioner Suesser Thimm moved to APPROVE the Minutes of January 22, 2020 as written. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC COMMUNICATIONS

There were no comments

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Erickson reported that as of this time there would not be a special work session in March to discuss LMC Amendments. The Staff had cleared the February 26th agenda to devote the entire meeting to the LMC work session. The results of the work session discussion would come back to the Planning Commission on March 26th. Director Erickson suggested that any item that is continued this evening should be not be continued to the February 26th meeting in order to protect that agenda specifically for the LMC.

Director Erickson noted that Planner Ward had compiled a list of the LMC items to be discussed going back to when Steve Joyce was on the Planning Commission. She was trying to draft a calendar for when each item would be discussed. The Planning Commission would have the opportunity to reorder the calendar or add additional items on February 26th. If the Commissioners had additional input, they should contact Planner Ward prior to the February 26th Staff report.

Commissioner Kenworthy disclosed that he and Mike Sweeney sit on the HPCA Board together; however, their relationship on the Board would not affect his decision this evening.

Commissioner Hall disclosed that she would not be at the February 26th meeting; however, she has met with Planner Ward regarding the LMC Amendments and provided her input.

WORK SESSION

5000 Royal Street – Work Session Discussion of a 15-Lot Subdivision located in the Deer Valley Master Planned Development. (Application PL-19-04374)

Director Erickson announced that the Planning Department was trying a new procedure of bringing projects to the Planning Commission in work session format for the opportunity to provide feedback earlier in the process rather than later.

Planner Alexandra Ananth introduced Rory Murphy and Michael Demkowicz, representing the applicant.

Planner Ananth stated that the project is located at 5000 Royal Street. The proposal is for a 15-Lot subdivision on a 40-acre site. The site is located between Marsac Avenue and Royal Street southeast of the runaway truck ramp. The site is zoned Residential Development, and it is also within the Deer Valley MPD. The lot has an existing single-family dwelling on the site, as well as two accessory buildings, a large garage, and a carriage house. The adjacent subdivisions include American Flag to the north, and Belle Terre to the east of the property. The property is heavily wooded.

Planner Ananth reported that the Deer Valley MPD was originally approved in September 1977, and it has been Amended and Restated 12 times. The 12th Amendment was approved in November 2016. Planner Ananth stated that among other things, the Deer Valley MPD authorizes density within the Deer Valley area.

Planner Ananth stated that in May 1982 the property was approved by the Planning Commission for a 34-lot subdivision known as the Westview subdivision, which was recorded and platted. A road was subsequently graded in but no further improvements were installed. The property was purchased by the Huntsman family in 1987 and the Planning Commission approved the vacation of the 1982 Westview subdivision plat, as well as a 15-unit conceptual MPD, which continues to be known as the Westview MPD.

Planner Ananth remarked that the proposed Huntsman Estate Subdivision creates 15 lots of record from the 40-acre site. The proposed lots are located on the flattest portion of the site for the most part in order to minimize grade changes. Single-family dwellings are allowed uses within the District. All the proposed lots meet the requirements of the Residential Development District, as well as the Deer Valley MPD. Planner Ananth noted that the lot shown in green is proposed as common area for the sites surrounded by the 15 lots. The existing Huntsman House on Lot 12, which was outlined in blue, would remain. As discussed in the Staff report, the applicant has reserved two lots within the Subdivision should they choose to pursue and be approved for a transfer of density from an adjacent parcel into the subject property. Planner Ananth clarified that Lot 12 was approximately 23 acres as currently proposed. However, it could be reduced to 21 acres in order to make room for two additional lots.

Planner Ananth outlined the issues for discussion this evening, which included 1) potential limits on maximum house size; 2) appropriate vantage points; 3) limits of disturbance and tree removal; 4) traffic study; 5) other guidelines for development; 6) conditions of approval; and 7) the adjacent parcel. Planner Ananth stated that the purpose of this work session was to get early feedback on these key issues.

Planner Ananth presented a slide that was also an exhibit in the Staff report which talks about the average lot and house sizes in the neighborhood. The average lot size is just under an acre, which is primarily based on the Belle Terre and the Flagstaff subdivision. The average Huntsman sized lot, excluding the large Lot 12, is just over an acre, which is very comparable to the surrounding lot sizes. The average neighborhood house size is approximately 7,000 square feet.

Planner Ananth reported that the Deer Valley MPD and the Land Management Code do not limit maximum house size or footprint. It primarily addresses setbacks and height. A question for discussion is whether the Planning Commission is interested in setting a maximum house size restriction on this subdivision.

Planner Ananth stated that the Sensitive Lands Overlay zone requires a visual assessment of the property from nine typical vantage points. This development site is

not located in the SLO zone; however, the Planning Department anticipates that some type of visual analysis will be required. She asked the Planning Commission for their thoughts on the most appropriate vantage points.

Planner Ananth noted that health forests are important for filtering water and air, and in minimizing wildfires and invasive species, and providing for wildlife habitat. The Planning Department requested that the applicant provide a report from a certified arborist evaluating the health of significant vegetation on the site, and to make recommendations for tree removal and the siting of houses and driveways, with consideration for wildfire prevention, and preservation of significant vegetation, as well as the visual impact of this development.

Planner Ananth stated that the Planning Department believes the 15-lot subdivision will have a fairly insignificant impact on traffic. The applicant was an on-call van service that would reduce traffic and transport owners to the Silver Lake area, as well as the Main Street Core. Planner Ananth noted that the 15 units of density were contemplated in the Deer Valley MPD; however, she asked the Planning Commission to discuss whether or not a traffic study is warranted.

Planner Ananth asked the Planning Commission to identify other areas of concern they would like to discuss. She had a working list of conditions of approval. If the Commissioners had specific conditions of approval, she would add them to the list for consideration.

Planner Ananth stated that adjacent to the subject property to the west is a 19-acre parcel that is also owned by the Huntsman family, but it is located outside of the Deer Valley MPD. The parcel is zoned Estate, which requires a minimum of 3-acres per unit. Planner Ananth reported that the applicant was interested in bringing this parcel into the Deer Valley MPD so they can transfer density from this parcel into the proposed Huntsman Estates. Those two lots were designated on the plat and hatched in blue. The Planning Department believed this might be worth pursuing in exchange for a conservation easement to keep this heavily wooded and very visible site from being developed in the future.

Planner Ananth remarked that the Huntsman parcel is located within the Sensitive Lands Overlay Zone and contains trails used by the public, as well as wildlife habitat. The parcel is also steeply sloped. Due to its location in the SLO zone, the Planning Commission can consider a transfer of up to 25% of the density of this site to developable land. However, the applicant needs to submit a sensitive lands analysis for a site suitability determination. The applicant had not yet done that analysis;

therefore, the Planning Department was not able to confirm the amount of density that may be transferred. However, it is anticipated that this parcel would qualify as a steep slope and that the density transfer section of the ordinance may apply.

Planner Ananth stated that the applicant believes that if allowed, they may be able to transfer up to two units of density to the adjacent Huntsman Estates project. In exchange for this density, the applicant has stated that they would be willing to donate a conservation easement to the City on this 19-acre parcel, so the site remains undeveloped in perpetuity. The Staff would like the Planning Commission to discuss this issue this evening to give the applicant a sense of whether it is worth pursuing.

Planner Ananth noted that a number of existing hiking trails recognized on public trails maps run through the subject property linking Deer Valley and the Main Street core. She stated that the City currently does not have easements on these trails; but would like to either acquire a blanket easement to maintain and improve these trails as necessary, or to own the adjacent parcel outright. The Planning Department was recommending a condition of approval that these trails be deeded to the City via a blanket easement so they can be properly maintained. Planner Ananth pointed out that if only an easement is donated, this parcel may still be developable. In exchange for the ability to transfer some density into the Deer Valley MPD, the applicant may wish to consider donating this land to the City as open space.

Planner Ananth remarked that a number of items still need to be submitted before this project can come back to the Planning Commission, including a visual assessment of the project, a certified arborist report, and projected open space calculations. The applicant also needs to decide whether or not to pursue the SLO analysis.

Rory Murphy, representing the applicant, echoed the points in Planner Ananth's presentation. Mr. Murphy stated that the owner is Deer Valley LLC, which is the Huntsman family. He clarified that he was only acting as an advisor on this property.

Mr. Murphy reviewed the proposed plat, which was still preliminary, showing the building envelopes. He noted that the applicant has been working on the visual analysis and they intend to submit a package with all the other requested items later in the week. Mr. Murphy stated that the parcel under the subdivision was the parcel in question as to whether the Planning Commission was interested in considering some type of density transfer.

Mr. Murphy stated that this property cannot be seen from any of the vantage points called out in the SLO. The applicant put in the simulation from the top of Main Street

and from the Marsac parking lot and the property is not visible from either of those vantage points and it would not be visible at full buildout. The slide showed part of the land that was in the separate 20-acre lot outside of the Deer Valley MPD.

Mr. Murphy presented a slope map and noted that they would be submitting the Sensitive Lands analysis very soon. He pointed out that there is one developable area on this land. Everything else is in excess of 40% slope and cannot be developed. Mr. Murphy remarked that the SLO Ordinance does allow for some development. Their calculations determined two lots if they agree to a conservation easement and pursue trails.

Mr. Murphy stated that lack of access was a question that was raised; however, the applicant does have access. When United Park City Mines sold the land to the Huntsman family, the Huntsman's insisted on an easement over the United Park City Mines parcel. The easement gives the applicant the ability to access the parcel and put in a driveway but they are choosing not to because it would be visually intrusive. Mr. Murphy remarked that this was the fate of the property if they could not figure out a density transfer.

Commissioner Suesser asked Mr. Murphy to point out the location of the easement and the United Park City Mines property in relation to the buildable area. Mr. Murphy pointed out where the easement runs parallel and stated that United Park City Mines also owns the Star parcel which is accessed from a trail head. Mr. Murphy emphasized that there is one developable spot on this land in lieu of some type of density exchange.

Mr. Murphy outlined the benefits, which included a conservation easement, protected open space, new public trails and access, wildlife habitat, vegetation protection, and site drainage benefits. They would also make a special point of preserving the trail.

Mr. Murphy stated that if the applicant strictly keeps with the 40-acre parcel they would be around 86% open space. If they add the 20-acre parcel, they would be over 90% open space. For this to move forward, Deer Valley would need to actively support it and be a willing participant in amending the MPD. The burden is on the applicant to work with Deer Valley to gain support. They have been speaking with Steve Issowitz at Deer Valley and he is open to the idea. Mr. Murphy stated that the arborist report should be completed by the end of the week. He believed the report would reflect conservation values. Mr. Murphy agreed that vegetation protection is critical because the site is heavily wooded. There was no mining activity in the past. Mr. Murphy was interested in hearing the discussion regarding house size. He noted that SBWRD has an easement through the property and they would like to eliminate an existing turn in

the sewer line. The applicant has been working on a line extension agreement with SBWRD. The Sewer District is very excited about the possibility of fixing the sewer line that comes through the property. Mr. Murphy was willing to do a traffic analysis if the Planning Commission thought it was relevant. He expected to submit the Sensitive Lands Analysis by the end of the week. Mr. Murphy stated that the applicant would be working with the City Fire Marshall and others on wildland fire protection because it needs to be balanced with keeping as much vegetation as possible. He remarked that the property is special and valued because of its beautiful forest. Mr. Murphy stated that the Staff came up with the idea of doing a macro report and adding a condition of approval that requires every lot to have a lot specific vegetation plan that identifies every tree on the lot. There would also need to be agreement with the Staff on which vegetation could be removed and what should remain.

Commissioner Hall asked if the on-call shuttle would be dedicated to the 15 homes; or whether it was part of an existing service. Mr. Murphy replied that currently they were working with a group that may incorporate their van service into this particular project. One of the outbuildings on the project is a van shuttle that the Huntsman's had on the property. Mr. Murphy did not have a definitive answer on how the shuttle service; however, he could guarantee that a van service would be in place.

Commissioner Suesser asked if there was an image of the proposed access to the subdivision from the road. Mr. Murphy stated that the proposed access was identical to the existing driveway. It was slightly moved in one spot further up to protect existing vegetation. He believed it would be apparent when they reach the point of having the Planning Commission visit the site.

Commissioner Kenworthy asked if this project was approved for nightly rentals. Planner Ananth answered yes.

Chair Phillips opened the public hearing.

Bob Dillon, a resident of American Flag and a Board Member, stated that Rick Barrus, the President of the American Flag HOA, was also present. Mr. Dillon clarified that his comments and questions were his alone and not on behalf of the HOA Board. He stated that the adjacent 19-acre parcel was SLO. The Deer Valley MPD expressly says that nothing in the MPD is subject to the SLO. Therefore, if the parcel is brought into the MPD, he would be against some of the changes in density that might occur. Mr. Dillon wanted to know what the conservation easement would permit or prohibit. For example, recreational open space would permit a gondola. He would not object to the pickle-ball and tennis courts as long as they do not have lights. Regarding house size,

Mr. Dillon noticed that the Staff compared it to Belle Terre rather than American Flag. He believed American Flag was smaller in size. Mr. Dillon remarked that the main concern was the 20-acre lot and he would like to see a restriction on house size. Under the MPD a hotel could be built with a CUP. He was unsure whether a non-condominiumized hotel would be one unit, but he would not want anything larger than a 22,000 square foot house on that one lot.

Chair Phillips asked Mr. Dillon if he was for or against a gondola through the conservation area. Mr. Dillon replied that he personally did not have an opinion one way or the other.

Mr. Dillon also wanted it clear that he was not concerned about the two additional lots coming over.

Pat Sweeney stated that he lives across Empire a little above this parcel. He liked the proposal and what the Huntsman's were doing with the property.

Melissa Band stated that she has been to this property many times and it has been listed several times over the years. The 22,000 square foot Huntsman home is a lovely home and this piece of property is very special with nice trails. Ms. Band thought it would be a great get for the City to take the conservation easement and give a little density where density already exists. Ms. Band assumed the homes would be second homeowners who are not there a lot. Van service to Silver Lake is a great way to mitigate another unsightly piece on a beautiful hillside.

Chair Phillips closed the public hearing.

Director Erickson noted that Planner Ananth chose to send a courtesy notice to 34 properties, the same noticing required if this item was schedule for action, to give the adjacent property owners the opportunity to comment this evening.

Commissioner Kenworthy asked Mr. Murphy what house size he would like. Mr. Murphy replied that the Planning Staff had concerns with the house size. It is not codified and the Planning Director has influence over the issue. He received the Staff Report on Friday but had not had yet met with the Huntsman's to talk about house size. Mr. Murphy was unprepared to answer the question at this time.

Chair Phillips was curious to know the largest possible outcome based on lot size and setbacks. He was also curious to see what will be proposed with the understanding that the Planning Commission will discuss what house sizes are suitable.

Commissioner Sletten asked if Mr. Murphy envisioned the applicant subdividing the lots and selling the lots to be built as custom homes; or whether the applicant would build the homes and then sell them. Mr. Murphy replied that the lots would be subdivided and sold. Commissioner Sletten assumed the design guidelines would be strict. Mr. Murphy anticipated that the design guidelines would be similar to Empire Pass or Deer Crest.

Chair Phillips suggested that they pay close attention to outdoor lighting because that is an issue that is easily overlooked.

The Planning Commission discussed the items for discussion listed in the Staff report.

Maximum House Size Limitations

Planner Ananth stated that the Planning Commission has been sensitive about house size in the past and she wanted to understand their thinking on this lot. Planner Ananth pulled up a slide that was also included in the Staff report as Exhibit E. The chart primarily compared the average lot and house sizes for the Belle Terre and the American Flag Lots adjacent to or near this site. Planner Ananth pointed out that the lots sizes are ranged, but the average lot size is just under an acre. She believed the average Huntsman lot size was very comparable at slightly over an acre, removing the large lot from the analysis.

Chair Phillips assumed that the American Flag and Belle Terre homes were built without a maximum house size but were a function of the lot. Planner Ananth stated that from her research, neither of those subdivisions have a maximum house size limit. She believed American Flag has a minimum house size of 2,000 square feet and limits on the length of a driveway. She also recalled that American Flag has more stringent setbacks than the LMC requirement.

Chair Phillips wanted to see an analysis showing the house size if this project was built the same as the other homes in the neighborhood. Planner Ananth stated that she and the developer would be doing that analysis. She noted that the limits of disturbance could also limit the house size. Planner Ananth thought they would be prepared to propose a preliminary number when this comes back to the Planning Commission.

Chair Phillips thought the arborist report might help create the building envelope for some of the lots in an effort to protect the higher priority trees. Protecting the ridgeline trees is one of his priorities.

Commissioner Thimm asked if the areas of disturbance will be described when this comes back to the Planning Commission for action for the Planning Commission to evaluate; or whether it would be a later consideration. Mr. Murphy stated that the house pads will be proposed. They will also provide the overall arborist plan, which will not talk about specific trees. He agreed with the Staff suggestion to come up with an overall plan initially and then make it very specific in the Development Agreement that every lot must submit a tree specific plan to the Planning Department when each individual lot is built.

Director Erickson noted that the Planning Commission typically see shifts in building pads when there is no architecture of a building. For this project, the strategy is to establish a clearly defined building size, vegetation plan, and wildland fire plan; and then adjust once they have good architecture. Director Erickson pointed out that minor modifications take up a lot of Staff and Planning Commission time because of policies that were established in the 1980. He was more concerned about the forest because many of the trees are mature and there are a lot of dead tops. Director Erickson anticipated that the arborist plan would include forest health amendments in addition to tree preservation. Director Erickson stated that the Staff was trying to be more progressive in doing these subdivisions.

Commissioner Hall thought it would be helpful to know the maximum allowable square footage for the entire property and/or lots. Commissioner Sletten clarified that it would exclude the existing house.

Chair Phillips remarked that if the house sizes are in line with surrounding development it would be easier to go with the proposed and not have special maximums. However, if the house sizes come in considerably larger through the matrix, the Planning Commission may decide to lower some of the house sizes to be more compatible with the neighborhood.

Commissioner Thimm asked if there was a maximum allowable in the underlying zone. Planner Ananth answered no. Commissioner Thimm pointed out that volume would ultimately limit house size.

Chair Phillips understood that the applicant was requesting a height exception of no more than 10% of the building; however, he was unsure from reading the Staff report whether the height was 33' or 28'. Planner Ananth explained that the height for the residential district was 28' with the 5' exception for slope roofs, dormers, etc. However, the Huntsman's specifically requested an exception for their family house to exceed the

height, and that was granted within the 1987 conceptual MPD. It was only granted for the house but not for the property in general. Chair Phillips understood that the new lots would be at the 28' height limit. Planner Ananth replied that he was correct.

Commissioner Thimm referred to page 27 of the Staff report and noted that the lot sizes range from .37 acres to 3.02 acres, excluding the large lot. In looking at the house size on median calculations, the result is approximately 1 acre with an average house size of approximately 7,000 square feet. Commissioner Thimm stated that his first thought would be in keeping with the area. If they round the numbers and say that the average size for an acre is 7,000 square feet, he suggested taking a ratio of the acreage and develop a square footage by multiplying that number by 7,000 square feet. Therefore, one acre would yield 7,000 square feet. A .37-acre lot would yield approximately 2600 square feet.

Commissioner Suesser supported that formula. She also supported setting a maximum house limit.

Commissioner Sletten liked the idea of a ratio. However, he not sure if he agreed with Commissioner Thimm's math because it might reduce the house on the smallest lot too far to support the pricing of the neighborhood.

Vantage Points and Visual Analysis

Chair Phillips suggested vantage points from the higher streets such as Woodside or Upper Norfolk. He also suggested vantage points from Rossi Hill such as the end of McHenry.

Commissioner Suesser liked the angle of the images from Main Street and Heber that was shown during the presentation. She found those to be helpful.

Chair Phillips asked about the other vantage points mentioned where the project is not visible. Planner Ananth clarified that the project site is not actually within the SLO and she only used those vantage points as reference. She thought it was more appropriate to use the sites that were selected. Chair Phillips agreed.

Commissioner Suesser wanted to see the project property from the Park City Ski Area. She asked if the property could be seen from the Montage looking down Empire. Neither Mr. Murphy nor Planner Ananth thought it could be seen from the Montage.

Traffic Study

Planner Ananth asked if the Planning Commission thought a traffic study was necessary for this project.

Chair Phillips and Commissioner Suesser did not believe it was necessary.

Commissioner Thimm stated that 17 homes would generate a limited number of trips per day and he did not think that was overly impactful. Commissioners Sletten and Kenworthy concurred. Chair Phillips noted that the van shuttle would also mitigate traffic impacts and that would be written as a condition of approval.

Commissioner Suesser asked if there was any thought of connecting to the ski resorts through a gondola or other means up to Deer Valley. Mr. Murphy replied that the gondola is the biggest concern he has heard expressed. He met with Steve Issowitz and there is no graceful way to include skiing. It would only work by cutting across American Flag, which the applicant is not willing to consider unless the City approaches the Huntsman family with that preference. Mr. Murphy pointed out that the economics of this project would not support a \$30 million gondola or even participation in a \$30 million gondola. In conversations with Steve Issowitz, Deer Valley does not believe there is the potential for an alignment. Mr. Issowitz was adamant that if there is an alignment, Deer Valley would never staff it because it is not in their best interest economically or logistically. Mr. Murphy emphasized that this project was not proposing any type of ski access.

Miscellaneous Issues

Planner Ananth asked if the Planning Commission had other items they wished to discuss or something the Planning Staff might have missed.

Commissioner Kenworthy thought it was worth the time and effort for the applicant to submit for the two additional lots. Chair Phillips concurred because it would help protect the lower portion. Commissioner Sletten agreed that preserving that area as open space would be significant.

Commissioner Thimm favored the advantage of those two lots, and he recalled that there were two choices; one was a dedicated conservation easement and the second was to deed the parcel to the City. His preference would be to have the entire parcel deeded over to the City.

Chair Phillips asked if the applicant had a preference. Mr. Murphy stated that it has been discussed and he did not believe the applicant had a preference. They primarily want to memorialize the trails.

Commissioner Suesser asked for clarification on whether they are existing unofficial trails on both the 19-acre parcel and on the Huntsman property. Planner Ananth pointed out the official existing trails; as well as informal trails that connect up through the Huntsman parcel. Director Erickson noted that there are dogs and a caretaker who vigorously defend the private property. There are existing trails on the Estate property and the City will request proper easements on those trails moving forward.

Director Erickson stated that he and Planner Ananth need to address process. The subdivision is inside the Deer Valley MPD. Separately there is the Estate Parcel that may either be deeded or a conservation easement placed on it. If the Planning Commission and/or the City Council want to transfer the density, the Planning Department needs to figure out a mechanism to do that. Director Erickson clarified that the applicant was proposing to leave those two potential lots part of the large lot, and then come back and replat for those two lots. He explained that the 15 lots would leave the two potential lots attached to the large lot, and the Planning Commission would see a preliminary plat that would show those lots. When there is replat, the Commissioners could go back and determine that those two lots are what was agreed to and approve the replat.

Commissioner Kenworthy asked besides the trails and the two lots whether there were other effects on the existing home and lot. Director Erickson replied that there were no other effects other than carving the two additional lots out of the larger lot. The existing home would remain with the height exception. Everything else would be consistent with the neighborhoods. Commissioner Kenworthy asked if they would be removing the ability to subdivide in the future. Director Erickson stated that the Planning Commission could decide whether to contemplate additional subdivision. The density on this site is limited by the Deer Valley Development Agreement; therefore, no additional development units are allocated to this parcel. Director Erickson assumed Deer Valley would not allow additional subdivision. That could be added as a condition of approval if the Planning Commission had a preference one way or the other.

Commissioner Sletten stated that in terms of a potential transfer of density, he could not imagine a UE available anywhere in Deer Valley. City Attorney Harrington stated that for MPDs that have pods of density that are less than the underlying zoning, the way the State is moving towards administrative subdivisions he cautioned the Planning Commission about leaving themselves vulnerable to a future fight. He believed the

Commissioners would be see more Staff recommendations for affirmative limitations on further subdivision. Commissioner Sletten clarified that he agreed with the limitations. He was merely making the point that it would probably be difficult anyway.

Commissioner Kenworthy stated that he was also leaning in that direction. Commissioner Thimm supported limiting further subdivision.

Commissioner Thimm referred to public comment about the underlying zoning allowing other uses such as hospitality. Planner Ananth could not remember all of the allowed uses. She would do further research and include all of the allowed uses in the next Staff report. Director Erickson stated that the Deer Valley MPD does not allow commercial activities on this site. They would need to change the document and allocate unit equivalents in order to do that. If they were using the underlying RD zoning, a lodging or commercial activity would be a conditional use and it would come back to the Planning Commission. It is very similar on the Estate property. Commissioner Thimm suggested adding a condition of approval that limits the permitted uses to single-family dwellings and outbuildings.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

6.A. Land Management Code Amendment – Amend Land Management Code §15-7.1-7, Signatures and Recording of the Plat.

Planner Rebecca Ward stated that the State has a new requirement that requires the Staff to submit approved plats to the Utah Geographic Reference Center within 30 days of approval to be entered into the statewide 911 emergency database. Summit County will no longer record a plat unless the County Addressing Authority can verify that there are no duplicated roads or addresses.

Planner Ward noted that the changes have already been implemented; however, the Planning Department is getting questions from applicants regarding the new requirements. The Staff was proposing to add the new requirements to the LMC.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the City Council for the proposed amendment to the LMC 15-7.1-7, Signatures and Recording of the Plat, for the City Council to consider on March 5, 2020 as outlined in the draft ordinance. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

6.B. Land Management Code Amendments – Regarding Historic Preservation in LMC 15-11-12.5 Historic Preservation Board Review for Material Deconstruction. (Application PL-20-04447)

Planner Caitlyn Barhorst stated that the proposed LMC Amendment would streamline the process for the review authorities at the Staff level versus the Historic Preservation Board.

The amendment would allow the Staff to review the lower level smaller scope of projects as defined by ordinary repairs and maintenance, repair or placement of historic architectural details, or removal or replacement of non-historic architectural details. Planner Barhorst stated that currently all these items are reviewed by the HPB in the HDDR process. The Staff was proposing to remove the review from the HPB to the Staff level. The Historic Preservation Board would still review the permanent removal of historic material on the site to accommodate new additions.

Planner Barhorst noted that the Staff reviewed the proposed amendment with the HPB and they forwarded a positive recommendation with clarifying changes to distinguish what would actually be reviewed at the Staff level.

Chair Phillips felt comfortable with the HPB recommendation since this was their purview.

Commissioner Kenworthy asked for a breakdown of the HPB vote. Planner Barhorst replied that it was unanimous to forward a positive recommendation.

Planner Tyler clarified that the Staff would do most of the work and the HPB would usually rubber stamp what they had done. The intent is to simplify the process. It is not worth the HPBs time to review replacing a vinyl window with a wood window. Planner Tyler remarked that in addition to simplifying the process for the Staff and the Board, it will also aid the public in getting through basic items that the Staff can address.

Director Erickson stated that this amendment was also part of the conversation with the CDD task force in trying to streamline some regulatory affairs.

Commissioner Suesser asked if there is an inspection after approval of these types of repairs. Planner Barhorst answered yes because a building permit is required. The applicant submits a Historic District Design Review pre-application. The Staff reviews it and writes a waiver letter for non-historic items. The applicant is also required to follow the Design Guidelines. Chair Phillips asked if the inspection is done by the Planning Department or the Building Department. Planner Barhorst replied that it is both. The Planning Department does the inspection for planning purposes and the Building Department inspects for building reasons.

Commissioner Suesser asked if there is an HPB inspection. Planner Barhorst stated that the Planning Staff does the inspection and provides a quarterly update or as necessary as projects come in for the next HPB meeting.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

Commissioner Hall asked if there is a requirement to reuse or recycle demolition material. Planner Tyler answered yes. It is a standard condition of approval. Currently, there is nothing in the Code that requires the reuse of materials, but the design guidelines encourage it.

Director Erickson noted that the Planning Department would be coming forward with a CDD recommendation on trying to reuse materials.

Commissioner Hall stated that she always favors streamlining when possible because rubber stamping is a waste of the Staff's time.

MOTION: Commissioner Sletten moved to forward a POSITIVE recommendation to the City Council for the Land Management Code Amendment to 15-11-12.5, Historic Preservation Board Review of Material Deconstruction, for the City Council to consider on February 27, 2020 as outlined in the draft ordinance. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

6.C. 445 King Road – Conditional Use Permit – the Applicant is Requesting a Conditional Use Permit for the Construction of a Single-Family Dwelling, Consistent with the Plat and Master Development Plan.

Planner Liz Jackson reviewed the conditional use permit application for a single-family dwelling called out as the main house on Plat Note 1, which is consistent with the plat for the site in the Sweeney Properties Master Plan. The structure will be in addition to the existing small house, which has been acting as the main house, but will now be considered a guest house.

Planner Jackson reported that last week, just prior to the Staff report being published, the applicant asked to submit new plans. The applicant has indicated that the plans will lower the height in select spots and further break up the massing. However, with the limited turnaround time and the plat specificity regarding footprint and height, which are proposed to be changed, the Staff and the applicant recommend that the Planning Commission open a public hearing this evening and continue this item to March 25th. A continuation will allow the Staff time to review the newly submitted plans in accordance with the plat and the Sweeney Properties Master Plan. Following their review, the Staff will update the Staff report and the Findings of Fact and Conditions of Approval for the March 25th meeting.

Planner Jackson stated that on quick review, the proposed changes appear in accordance with the plat and the SPMP, but the Staff would like to confirm that everything is in accordance and that the Findings and Conditions are consistent.

Planner Jackson noted that the applicants, Mike and Pat Sweeney, as well as the architect, Dave Richards, were present to answer questions.

Chair Phillips thought it would be helpful to have a brief discussion and provide input since the applicants and their architect were present.

Commissioner Thimm had read through the conditions of approval in the Staff report and he was in favor of all the conditions as written.

Commissioner Suesser asked for clarification on the future Phase 3 addition. Planner Jackson stated that the current proposal is what the applicant would like to do. The future phase addition is a potential addition. They will still have footprint to work with from the 3500 square feet and there is a possibility of wanting to fill in the rest of the

3500 square feet. Planner Jackson pointed out that Phase 3 was not part of the Planning Commission approval this evening. The house design needs to be reviewed through a CUP to mitigate any impacts. However, based on the size of the footprint for a potential future addition, the Staff felt that it could be approved administratively since most of the bulk and mass were proposed with this application.

Pat Sweeney stated that it was important to him to participate in setting the stage on that property forever. They have spoken with Director Erickson and Planner Jackson regarding making the home as intrusive as possible for Old Town, and also for Deer Valley. There was a great deal of thought in putting the house as far back as possible in the building area. They believe the plat as it stands is a good one. Mr. Sweeney commented on a loophole that could be used in the future and he intends to close that loophole. Wording on the plat that addresses the driveway would potentially allow someone in the future to go partway up the driveway and turn into the house. Mr. Sweeney believed that would expose two levels that would not otherwise be visible from the higher reaches of Old Town and Deer Valley. As part of this CUP approval, Mr. Sweeney wanted to enter into an agreement recorded with the City that would prohibit that from occurring. Mr. Sweeney stated that it would create a peninsula of earth and vegetation between the home and the end of McHenry Street, as well as American Flag. Mr. Sweeney remarked that 3,000 square feet of the house is basement, garage, and a shop. The rest of the rooms are bedrooms and facilities for his friends and family.

Pat Sweeney stated that Planner Jackson had done a great job with the Staff report and he thought it was quite thorough and complete. If the Commissioners had additional questions or input, he would like to hear their feedback so they can prepare for the next meeting.

Chair Phillips liked what was presented at this point and he the applicant had good intentions. He looked forward to seeing the updated information at the March meeting.

Director Erickson remarked that Planner Jackson had been working with the Wildland Urban Interface Fire Code for 18 months and she had benchmarked against this property. The Code works well for this particular property because the house is not visible and it meets the intent of the Wildland Fire Code.

Chair Phillips opened the public hearing.
There were no comments.

Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to CONTINUE the Conditional Use Permit for 445 King Road to March 25, 2020. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

6.D. 802 Empire Avenue – Conditional Use Permit – the Applicant is Requesting to Construct a Shared Driveway Over the Platted Unbuilt City Right-of-Way.
(Application PL-19-04113)

6.E. 802 Empire Avenue – Subdivision – The Applicant is Requesting to Combine Multiple Parcels into a New Two (2) Lot Subdivision.
(Application PL-18-03949)

Planner Ananth introduced Martina Nelson from Park City Surveying; the applicant, Tom Peek, from Old Town Lands; and Jonathan DeGray, the project architect.

Planner Ananth remarked that the project is proposing to combine multiple vacant lots into a new two-lot subdivision and is simultaneously seeking a CUP for a shared driveway to access the two developable lots. The lots are steeply sloped from Empire Avenue down to Crescent Tram. The lots are vacant of any structures.

Planner Ananth provided additional background on the sites. She reported that 802 Empire consists of three lots; a portion of Lot 19 and all of Lot 20 and Lot 21. Over the years a number conveyances affected these lots. The City vacated a portion of Empire Avenue, which was shown in green, and this land was given to the adjacent property owner. Planner Ananth stated that that conveyance enlarged the surrounding lots. Following the vacation, a number of surveys used an incorrect point of beginning, which erroneously shifted some of the deeds in the area south. That area was outlined in blue. Planner Ananth stated that when Tom Peek purchased the land, Park City Surveying provided quit claim deeds to clean up these areas. Quit Claim Deed Area A, which was in the Crescent Tram right-of-way, was given to the City. Quit Claim Area C is the adjacent Treasure Hill parcel that the City now owns. The City Quit Claimed some land to the applicant that was intended to be owned by the applicant.

Planner Ananth presented a slide showing the proposed site plan, which were the two lots currently owned by Tom Peek and Old Town Lands. Another slide showed the CUP area. Planner Ananth explained that the applicant was proposing to go from the

802 Empire Avenue lot all the way to the edge of pavement in order to access these sites.

Planner Ananth stated that the two lots meet the lot and size requirements of the LMC. Both lots meet the minimum lot size for a single-family dwelling, but not for a duplex. The maximum density on the lots would be two single-family dwellings.

Planner Ananth reported that the applicant would need a CUP for access. There would likely be a Steep Slope Administrative CUP once these lots are further through the process for development, as well as applications to develop in the Historic District.

Planner Ananth noted that at the last meeting she presented a slide giving context to the neighborhood lot size. The average lot size is 3700 square feet. The median lot size is slightly lower at approximately 2800 square feet. Planner Ananth pointed out that the subject lots are slightly lower than the average, but still within the range of the surrounding lot sizes.

Planner Ananth recalled at question at the last meeting regarding potential staircases in the area. She spoke with the Trails and Open Space Coordinator and he clarified that the next prioritized staircase is the 6th Avenue staircase. She noted that money was set aside in the budget for that staircase. Planner Ananth pointed to a potential staircase that could link Crescent Tram up towards Empire Avenue. She overlaid that same potential staircase on an aerial to show that the 802 Empire Avenue parcel would not preclude any type of staircase on City-owned land immediately south of 802 Empire. Planner Ananth had also highlighted the 732 Crescent Tram parcel and noted that the two parcels do not connect. There is approximately 7-1/2 feet of space in between the parcels leaving the potential for a future staircase. Planner Ananth clarified that 732 Crescent Tram is also owned by Old Town Lands. Planner Ananth suggested adding a condition of approval that stating that the owners of 802 Empire would not fight a potential staircase adjacent to their property. She commented on the possibility of needing a minimal easement if there is any stairway encroachment. Planner Ananth believed that could be addressed in a condition of approval for this application if the applicant would agree. Mr. Peek was not opposed because a stairway would be positive for all the properties in that vicinity.

Martina Nelson with Park City Surveying gave a power point presentation. He also gave the Commissioners hard copies of her presentation with the slides numbered.

Ms. Nelson started with the plat amendment for 802 Empire. She noted that all of Old Town was compiled of two major plats; the Snyder's Addition and Park City Survey.

Those two plats come together at an angle point, which is also an important boundary line for a quit claim deed she would discuss later in her presentation. She noted that the subject property is within Snyder's Addition.

Ms. Nelson stated that in 1968 the City vacated a portion of Empire Avenue to the adjacent landowners. In most states, it is State law that when parts of a right-of-way is vacated it goes to the adjacent landowners. Ms. Nelson stated that in 1991 the parcel at 802 Empire was sold to Tom Peek with Old Town Lands LLC. She noted that moving forward there were various Scribner errors in the deeds. In 2019 those Scribner errors were corrected with the advice of the City Attorney and the City Planning Staff.

Ms. Nelson noted that Commissioner Suesser had raised a question at the last meeting regarding the Empire Right-of-Way. She indicated Empire Avenue shown in green. She stated that the best historical information comes from the old recorded plats, Snyder's Addition, the Park City Survey Plat, and the Bush and Gudgell City Monument Control Maps. Ms. Nelson explained that the Bush and Gudgell Monument Control Maps is a hand drawing rendition of these two plats as they fit together, and it has specific information that surveyors and the City uses for the center line of the rights-of-way.

Ms. Nelson noted that the red dash hatched area was the portion of Empire that was vacated. Ms. Nelson presented another slide showing the 802 Empire boundary as it exists today. The dash lines were the original Snyder's Addition lot lines.

Ms. Nelson showed before and after slides of the deeds that had corrected descriptions. She noted that the deeds were recorded but were incorrect, and they were eventually corrected by the Park City Survey, the City Attorney's Office, and Old Town Lands. Ms. Nelson presented an exhibit showing a 2:3 ratio. Old Town Lands gave two-thirds to the City and the City in turn quit claimed one-third of area to Old Town Lands.

Tom Peek, with Old Town Lands, indicated the piece that was quit claimed and noted that it was right in the middle of the Crescent Tram roadway. He explained that the original idea was to deal with that piece when they deal with the adjoining property that Old Town Lands also owns to accommodate access for a potential future stairway. Mr. Peek stated that the stairway is a positive aspect and Old Town Lands would like to see it happen because it is valuable to the properties on both sides.

Chair Phillips preferred to have that intent written as a condition of approval in case the property is sold and the new owners are not as willing to work with the City. Mr. Peek

agreed, noting that an application on the other property would be coming to the Planning Commission very soon.

Commissioner Suesser referred to the shift of the piece of property on Crescent Tram and that tail on the piece in red. She originally thought it had been taken care of but after Mr. Peek's comments she understood that was not. Ms. Nelson explained that handling that piece is more complicated and the City decided to address it with the 732 Crescent Tram project. Ms. Nelson clarified that the original intent was to shift it up. Commissioner Suesser asked if it was an error, or whether the property is owned by Old Town Lands. Ms. Nelson replied that there are two elements. One element is that the point of commencement to the point of beginning of the deed is incorrect because it was incorrect by 15'. The deeds that were recorded on the same day were incorrectly shifted south 15'. Ms. Nelson stated that the intent of the red parcel was to be shifted up, which would have eliminated the tail; but currently that tail piece has not been corrected.

Ms. Nelson showed a slide noting that the purple color was the boundary and the green color was the right-of-way. She presented a cleaned-up record of survey that was recorded on Monday of this week. Ms. Nelson noted that Sheet 2 showed the boundary on all the adjacent neighbors. Another slide showed the existing conditions.

Commissioner Suesser stated that there is a wonderful pedestrian access way to Main Street over that tail that goes between two homes and cuts across under the Town Lift. The access way is used regularly by everyone on that side of Old Town. She believed it was a critical pedestrian walkway. Ms. Nelson noted that Mr. Peek is adamant about maintaining an access easement through the 732 Crescent Tram parcel to maintain that access. Mr. Peak pointed out that the tail piece is owned by the City. It is actually an overlap over an easement that the City already owns along that. The Crescent Tram walkway is there with an easement on it, and the City owns over that easement. Ms. Nelson clarified that Old Town Lands owns an easement and the City owns an easement. The 732 Crescent Tram project will be more specific on how they plan to correct the problem. Ms. Nelson suggested that a preliminary work session for that project would be beneficial.

Ms. Nelson presented slides showing how the plat amendment fits with the CUP. She noted that the property could be accessed off of Crescent Tramway; however, that is quite dangerous and the City requested access off of Empire. Another slide showed the boundary and the CUP area in relation to each other. Another slide showed the plat with the two lots and the CUP. Ms. Nelson noted that the CUP goes to the edge of

asphalt. The shaded hatched areas were the actual roadways as built. Green shading underneath indicated the right-of-way.

Ms. Nelson presented four slides regarding the CUP. A red dashed line was the old platted center line of the Crescent Tram. Another slide showed a configuration with the driveways as built. There will be a snow storage easement within that driveway area.

Planner Ananth presented a slide with the Staff Findings for the subdivision.

Chair Phillips opened the public hearing on the subdivision.

Rick Kienzles stated that he is a homeowner at 808 Empire, adjacent to the subject property. Mr. Kienzles had general concerns that he wanted to express this evening. He noted that his attorney Nick, from Wrona and DuBois spoke on his behalf at the last meeting. Mr. Kienzles had a letter from Wrona and DuBois that he would submit to the Planning Commission at the end of comments.

Mr. Kienzles referred to an earlier project relating to the Huntsman property and that a courtesy notice was sent to the neighbors at the request of the Huntsman's. Noticing was at the heart of his concern for this project. Mr. Kienzles stated that even though he was not speaking for his neighbors, there have been communal conversations around specific issues. Mr. Kienzles remarked that the concerns revolve around complete and total transparency without the neighbors having to hire attorneys or spend time digging for information themselves. Mr. Kienzles stated that all the property owners in the neighborhood have a stake and should have a seat at the table with specific attention on what is being proposed and what is being discussed between the applicant and the City. Rules are rules and laws are laws. As long as everyone plays by the same set of rules and within those rules, there is no issue. Mr. Kienzles stated that the real concern is not necessarily 802 Empire; but as mentioned, Old Town Lands owns the adjacent property as well. The neighbors have not been provided an opportunity to see the overall plan. From his conversations with Mr. Peek he knows there is an overall plan and bits and pieces have been discussed with the Planning Staff. Mr. Kienzles stated that he and his neighbors believe that development of more density is not consistent with the City's stated goals of limiting development in the Historic District. He asked the Planning Commission to take that into consideration when considering this plan.

Mr. Kienzles had two letters from Wrona Dubois that he was asked to hand deliver. One was dated 2018 and he had made copies for the Commissioners. He did not have the opportunity to print a second letter that was written today. Mr. Kienzles would work with the Staff to provide that letter through the appropriate process. Mr. Kienzles noted

that the current letter references the letter from 2018. It was noted that copies could be made in the Planning Department and given to the Planning Commission this evening.

Commissioner Hall asked if all the owners had received the courtesy notice. Planner Ananth replied that property owners within 300 feet were noticed for both the January public hearing and again for tonight's meeting. Notice was also posted on the site. Planner Ananth stated that she also did her best to apprise the neighbors who provided feedback in January of this February meeting via email.

Commissioner Suesser asked if the neighbors were noticed that there would be a public hearing on the CUP and the Subdivision proposal. Planner Ananth answered yes. Commissioner Suesser asked if the neighbors were told when the Staff report would be available for their review. Planner Ananth replied that they were only given notice regarding the public hearing. It is a standard letter that follows the standard noticing process.

Commissioner Hall asked for clarification on why 802 Empire and 732 Crescent Tram were bifurcated. She understood that former Planner Astorga had originally looked at the two together. Ms. Nelson stated that it was coincidence that Old Town Lands owns both properties. They are not connected and were never anticipated to be connected because of the potential stairway. Ms. Nelson noted that 802 Empire lies within Snyder's Addition plat. The 732 Crescent Tram project lies under the old Park City plat. Both are two separate entities and have two separate legal descriptions. Ms. Nelson remarked that 732 Crescent Tram is complicated like 802 Empire. For that reason, they chose not to tackle them at the same time. The plan was to finish 802 Empire and then move on to 732 Crescent Tram.

Commissioner Suesser thought it would be helpful to see a slide that shows the larger area and the City parcel that separates the two. Planner Ananth presented a slide showing the 732 Crescent Tram parcel outlined in purple. On the north side was the 802 Empire parcel outlined in blue. Everything in between was the Treasure parcel. A yellow property line indicated the center section line which is where the Treasure parcel begins.

Mr. Kienzles pointed out that the driveway and the house depicted in the slide was his. He clarified that through lengthy litigation with the Sweeney's several years ago, he had a non-exclusive easement with what was formerly the Sweeney property and is now owned by the City.

Mr. Kienzles handed out copies of the letter from Wrona DuBois dated February 12, 2020 as well as the 2018 letter. The Commissioners took a few minutes to read the letters.

Commissioner Thimm was confused as to whether the neighbors were or were not noticed about this meeting. Ms. Kienzles stated that if he correctly understood the comment during the Huntsman property discussion, he thought the applicant made an extraordinary effort to include the neighborhood and explain what they were planning. It was not an attempt to fragment the project or to provide information incrementally. It appeared to him that the Huntsman's wanted to include everyone and hear their input. Mr. Kienzles apologized if he misunderstood the comment regarding noticing. His comment was not intended to be misleading.

Mr. Kienzles responded to Commissioner Thimm's question. Stated that he received his normal notice a week before the meeting, and he sent an email requesting information regarding the project. He promptly received the information he requested and sent it to his attorney at Wrona DuBois. Mr. Kienzles noted that they needed to wait for the Staff report which only came out a few days before the meeting, which did not give them much time to research the application. Chair Phillips pointed out that the Planning Commission has the same window of time between availability of the Staff report and the meeting.

Commissioner Thimm understood that the proper notification was done per the Statute and Ordinance.

Chair Phillips closed the public hearing.

Commissioner Suesser referred to the slide on the screen and asked if the small triangle piece was an additional parcel owned by Old Town Lands. Planner Ananth answered yes. Ms. Nelson pointed out that there are five small parcels in that little area, and easements are granted to give people access through the Crescent Tramway. Mr. Peek pointed out that the driveway would be in that triangle. The Crescent Tram walkway is also in that triangle.

Commissioner Suesser thought it should be clear that there is an additional parcel owned by this developer that could potentially be developed. Mr. Peek noted that the purple area is two parcels. A home in the back burned down and caused issues with the Angel House. The owner of that back parcel sold it to Mr. Peek because there were property line issues. The other piece is where the yellow home is located. Mr. Peek clarified that the historic home is part of the intrigue of that property and there is not

intention of removing it. Mr. Peek recalled that several years ago he came to the Planning Commission for approval to remove some of the non-historic additions to the yellow home. It was approved and the house was shored up to keep it from falling down.

Mr. Peek reiterated that the purple color was two separate pieces of property. He noted that Old Town Lands was working on different plans for that property. He is available anytime anyone wants to call and ask him questions. Mr. Peek stated that the idea is to either keep it two parcels with adjusted property lines or three parcels. Its square footage is equivalent to six Old Town lots. Access is off of Crescent Tram where the driveway currently exists.

Chair Phillips clarified that the neighboring properties were not part of the application this evening. He thought much of the letter from Wrona DuBois pertained to the historic home. Chair Phillips thought the Commissioners should understand the relationship of the owner owning adjacent lands, but they could not get into the details because an application has not been submitted. The Planning Commission needed to focus on the application before them this evening.

Planner Ananth pointed out that in between these two parcels is where the tail piece drops down into. There will potentially be cleaning up and quit claiming in that area in the future. Ms. Nelson offered to come before the public and the Planning Commission prior to getting to far into the plat work. Chair Phillips thought that would be helpful.

Chair Phillips informed Ms. Nelson that her slides were very helpful. Commissioner Suesser agreed that the slides were helpful and cleared up some issues. However, it would be better if it had captured a larger area to put it in perspective with the adjoining lots, because that is important when contemplating a subdivision.

Commissioner Kenworthy referred to the slide showing the frontage on Empire Avenue. He noted that LMC Section 15-3-3, General Parking Area and Driveway Standards, requires a 20' transition period from the back of the curb or where the City Engineer approves a 20' 2% Slope. He wanted to know where that starts and ends. Commissioner Kenworthy thought it appeared that the CUP area had it up against the edge of the asphalt. If that is the case, he wanted to know if that was acceptable to the City as defined in bullet 5 in Section 15-3-3.

Planner Ananth stated that the Engineering Department had reviewed this project and since the access from Crescent Tram is dangerous and not the preferred access, the Engineering Department indicated acceptance of the plan presented this evening.

Commissioner Kenworthy clarified that the City Engineer has approved it coming to the edge of the roadway in absence of a backside of a curb. Planner Ananth answered yes, if she was understanding his question correctly.

Commissioner Kenworthy read from bullet 5 of Section 15-3-3. "Drives serving more than one single family dwelling shall provide a minimum 20-foot transition area at no greater than 2%. Slope being at the back of the curb or as otherwise approved by the City Engineer". Commissioner Ananth agreed that it did not meet the letter of the Code, but the City Engineer had reviewed this project and indicated that access should be off of Empire Avenue.

Chair Phillips asked how they get around the Code compliance issue. Commissioner Thimm pointed out that the Code states, "unless otherwise approved by the City Engineer". Commissioner Kenworthy clarified that the City Engineer has looked at the plans and waived the requirement. Planner Ananth emphasized that the City Engineer has looked at the plans. Beyond that, she was not able to speak for the City Engineer. Commissioner Kenworthy understood that the City Engineer pushed the access to Empire because it is a better solution. However, he was concerned about stretching another area of the Code that may result in public safety issues if they push it all the way to the street. Commissioner Kenworthy understood they were using the edge of the asphalt and asked if it had the 2% or less slope for the 20'. Planner Ananth was not familiar with the exact slope.

Commissioner Thimm noted that page 157 of the Staff report contained slope information showing 12% and 11% driveways.

Commissioner Hall wanted to know the process if the City Engineer can waive the driveway requirement and whether it needs to be included in the Staff report. City Attorney Harrington noted that proposed Condition of Approval #5 requires City Engineer approval consistent with the Code. Mr. Harrington was unsure whether the City Engineer had engineered plans in front of him that he has or has not approved.

The Commissioners discussed the slopes indicated on page 157. Jonathan DeGray, the project architect, noted that the drawings indicate up to 12% on the apron. This was the drawing that was proposed, but he had not seen a direct comment from the City Engineer. If there were other constraints, they would need something in writing from the City Engineer.

Commissioner Thimm commented on the CUP criteria outlined on page 126 of the Staff report which says a driveway shall not exceed 10% slope. The Staff indicated that the

proposal Complies. He noted that the longer driveway is 11%. Commissioner Thimm questioned how the proposal was in line with the criteria. Mr. DeGray stated that the driveways within the property can be up to 14%. He believed the question of the apron was the issue. Mr. DeGray remarked that the 10% slope is achievable if they need to rework it.

Commissioner Kenworthy clarified that his question was prompted by the public safety issue. Personally, he thought it was a critical concern. Commissioner Kenworthy stated that if the City Engineer does approve the edge of the asphalt as the 20' apron, he would like him to be aware of the safety concerns.

Commissioner Suesser referred to page 162 of the Staff report which had the zone allowance for HR-1 and the proposed lots. She thought it would be helpful to have the existing lots listed as well, and a breakdown what would be buildable on each lot as currently platted versus what is being proposed by the subdivision.

Commissioner Thimm was trying to understand the right-of-way line on page 157. In looking at the map, there is a bold line with double dashes. He asked if that was the right-of-way. Planner Ananth replied that it is the lot line of 802 Empire in total. Commissioner Thimm stated that unless there is another lot in between, he assumed that was the right-of-way line. Planner Ananth replied that he was correct. Commissioner Thimm asked if the 12% driveway needed to be reduced to 10%. Planner Ananth answered yes, unless the 12% is approved by the Engineering Department. Commissioner Thimm did not believe the CUP review criteria could be overruled by the City Engineer. Mr. DeGray thought 10% was achievable. Commissioner Thimm suggested that the portion within the right-of-way should not exceed 10%. Chair Phillips asked if it should be a condition of approval.

Director Erickson remarked that there were questions on the table for both of these projects. One was a question from Commissioner Suesser regarding additional mapping on adjacent properties. If the rest of the Planning Commission supports that request, he would recommend bringing that forward. Director Erickson stated that if there is Planning Commission support on the question about driveways, that would need to come forward as well. Director Erickson thought there was also a question with respect to making sure the pathway location in the 7-1/2' is controlled correctly.

Director Erickson suggested that the Planning Commission open a public hearing on the CUP. If the Commissioners agree with the request for additional mapping and with the questions regarding the driveway in the right-of-way, they need to decide the best action to take this evening. He noted that the Planning Commission could either

continue this item with direction to the applicant, or they could craft conditions for action this evening.

Commissioner Sletten assumed that a continuance would apply to both items. Director Erickson answered yes. The subdivision is clearer, but access to the subdivision is not. Commissioner Thimm supported a continuance.

Commissioner Hall asked if the project for the other lots were in the pipeline. She asked if the other project was a close enough timeline to address both of them together. Chair Phillips thought the second project would be months behind the project before them this evening. Director Erickson understood that a number of property ownership issues need to be resolved with the second project. Chair Phillips was not in favor of tying the projects together because those are two different properties. Commissioner Sletten concurred.

Commissioner Suesser stated that since this item would likely be continued, she would like the applicant to address the significant vegetation on the site; particularly the large tree on Lot 19 and a grove of trees on the property. She wanted to know the plan for vegetation and whether the trees would be removed.

Mr. DeGray pointed out that the trees need to be determined significant, rather than just by size or diameter. He noted that per the Historic District Design Review, the applicant is required to submit a landscape plan that mitigates the loss of any vegetation. Commissioner Suesser understood that the assessment still needed to be done. Mr. DeGray replied that it would be done as part of the HDDR.

Commissioner Thimm summarized direction to the applicant based on their comments this evening, which included the driveway slope; clarity with regard to access; and the request to show the current buildable parameters on Lots 21, 20 and a portion of 19 versus what is proposed. Mr. DeGray noted that the Planning Commission had also requested an overall larger view of the project area.

Commissioner Hall recalled a comment about an easement for the staircase and having something in writing to that effect. Mr. DeGray thought the overall view would show what is available. He believed the easement was a separate issue.

Commissioner Kenworthy stated that if the City Engineer approves the edge of the asphalt and approves more than a 2%, he would like to see it. If the City Engineer pushes it back to the right-of-way and still requires 2% or less for the 20', it would result in a steeper driveway that the applicant will need to address.

Commissioner Suesser understood from the analysis that because this is a through lot it has two front setbacks, one on Crescent Tram and one on Empire. She was confused by the language, "...and that frontage can be measured on Crescent Tram in order to meet the minimum lot width". Director Erickson explained that lot width is measured 15' back from the property line and they had to make a determination on where they were measuring the lot width. He noted that the lot width was measured 15' back from Crescent Tram. He offered to make that clearer for the next meeting. Planner Ananth stated that it does not meet the minimum width off of Empire. Since there are two fronts, the Staff made a determination that it could be measured from either Empire or Crescent Tram. In this case it would be measured from Crescent Tram and not from Empire.

Director Erickson noted that the applicant had agreed to a continuance to the first meeting in April.

MOTION: Commissioner Thimm moved to CONTINUE the 802 Empire Avenue Subdivision to April 8, 2020. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

Director Erickson noted that the Commissioners' comments on the subdivision also apply to the comments on the conditional use permit and meeting the criteria.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

Commissioner Suesser referred to a utility pole currently in the driveway and asked if the proposed plan would move the pole or incorporate the pole on the site.

MOTION: Commissioner Kenworthy moved to CONTINUE the Conditional Use Permit for 802 Empire Avenue to April 8, 2020, with the same comments stipulated to in the Subdivision Continuance, with the addition of resolving the power pole question. Commissioner Suesser seconded the motion.

VOTE: The motion passed unanimously.

The Planning Commission Meeting adjourned at 9:00 p.m.

Approved by Planning Commission: _____

APPROVED 02.26.2020

Exhibit G:

[May 27, 2020, Planning Commission Public Hearing Staff Report](#)

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
MAY 27, 2020

COMMISSIONERS IN ATTENDANCE:

Chair John Phillips, Sarah Hall, John Kenworthy, Laura Suesser, Mark Sletten, Doug Thimm, Christin Van Dine

EX OFFICIO: Planning Director Bruce Erickson; Alexandra Ananth; Planner; Hannah Tyler, Planner; Caitlyn Barhorst, Planner; Elizabeth Jackson, Planner; Mark Harrington, City Attorney

The Planning Commission meeting was conducted virtually via Zoom.

The public was able to submit eComments during the meeting.

ROLL CALL

Chair Phillips called the meeting to order at 5:35 p.m. and noted that all Commissioners were present.

APPROVAL OF MINUTES

May 13, 2020

Commissioner Thimm referred to page 29 of the Minutes, first full paragraph, second line, and inserted the word "questions." The corrected sentence would read "He had **questions** relative to the driveway, but his questions were answered by reading the letter from the City Engineer".

MOTION: Commissioner Kenworthy moved to APPROVE the Minutes of May 13, 2020 as amended. Commissioner Sletten seconded the motion.

VOTE: The motion passed. Commissioner Suesser abstained from the vote since she had not attended the May 13th meeting.

PUBLIC COMMUNICATIONS

There were no comments.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Erickson reported that the Planning Commission will hold their two regular meetings in June.

Director Erickson noted that the Staff report contained a long-range schedule for Park City Mountain Resort, which is interlocked into the long-range schedule presented last week regarding the 2020 development Plan.

Commissioner Sletten discloses that he has had an office at PCMR for over 20 years, and he has represented leases, sales, listings, etc. over time. He has no current contracts that would affect his opinion or his vote. He clarified that his statement was only a disclosure and not a recusal.

WORK SESSION

5.a. Recreation Advisory Board Parks Preservation Urban Park Zone Discussion.

Tate Shaw, Assistant Recreation Director, reported that in 2017, as part of the Recreational Advisory Board Annual Visioning, the City Council directed the Recreation Advisory Board to research protective measures that could be used to protect park spaces short of a third-party conservation easement. The direction came from a discussion based on the conservation easement that was put into place to protect and help with the Library Field. Mr. Shaw stated that the City Council provided guidance and asked the RAB to form a subcommittee. He commended the subcommittee members, Eric Hoffman, Jane Campbell, and Ed Parigian, for their hard work and effort.

Mr. Shaw stated that through the visioning efforts, they started to look at trends across different cities and different western communities that have similar interests, dynamics and population to Park City. They spoke with different groups in Colorado, the East Coast, and Missoula Montana to discuss some of the measures those communities were taking to help protect some of their park spaces from unwanted and/or concerning changes by way of legislative forums. For example, if zoning can be changed just by a cancelled vote, what measured could be put into place to stop that from occurring.

Mr. Shaw remarked that through the General Plan they located five fundamental locations throughout town that are some of the key parks that have been developed in the local area. Those five locations are Rotary Park, Prospector Park, the Golf Course, City Park, and Creekside Park. Mr. Shaw stated that each location was unique and had a different

perspective to what they were used for. Creekside Park is a neighborhood park and has the BMX dirt jump. Rotary Park is used for rentals, wedding, and things of that nature. The parks are very different in design; one is active and one is passive. Prospector Park is a neighborhood park that serves the Prospector community, as well as people coming into town. City Park is a multi-faceted place that has a variety of activities. The golf course is a large swath of land and they want to be cautious about maintaining the integrity of the look of the golf course; especially knowing that at some point the City might potentially need to transition or sell land if economics warrant it.

Mr. Shaw stated that with that in mind, they started to draft a master plan. The master plan goal is to allow for trends and recreation, while keeping the parks for future generations. Mr. Shaw explained that they were not concerned about the City Council wanting to transfer or sell land now, or to rezone land. It is more about what a future elected official might think based on the dynamics. They wanted to make sure that the public process is very specific and not just left legislatively to the elected officials. Mr. Shaw stated that the master plan they started working on was to hit three fundamental points, 1) the sale of property, 2) transfer of land, and 3) any rezoning. It was also important to give the community voice a platform to be heard.

Mr. Shaw stated that through a particular recommendation of the master plan, it would provide additional implementations of actions, but doing it through a very outlined process talking about how it would run. It would go through a series of public meetings and then ultimately come down to a voter referendum. Mr. Shaw noted that as highlighted in the Staff report, this has historical precedence because it talks specifically about the McPolin Farm. He noted that when the City purchased the McPolin Farm in the 1990s, they put protections on through the Entry Corridor Plan. That Plan was ultimately done with the intent to preserve the recreation and open space at the time for that location. Mr. Shaw recalled that three years later the City put a third-party conservation easement on that property. However, specific order referendum language said that there would need to be a special election 180 days before any legislative change that would require 60% of the voter population to agree to the change, such as if the property were to be sold.

Mr. Shaw stated that this is a particular measure that has historical precedence for what the RAB was looking at doing as part of this Master Plan.

Mr. Shaw explained where they were currently in the process. They presented their idea to the City Council and the Council liked it. However, Council Member Steve Joyce thought Recreation Open Space zoning was too big and would allow too many loopholes. He was concerned that at some point someone would find a way to legislatively make a change if there is a rezoning request. Mr. Shaw stated that there was discussion about including additional language for adding parks in the future, and

also clean up the ROS zoning language. Mr. Shaw stated that the group came back and tried to clean up the Recreation Open Space language, but it reached a point of being too complicated. After working closely with the Planning Department, they ultimately blended recreation open space and protected open space and came up with a new potential zone. The purpose of this work session was to discuss the new zone with the Planning Commission.

Mr. Shaw stated that using the ROS and POS zoning platforms, they were able to come up with something that is more restrictive; yet detailed in certain areas. For example, a parking structure in City Park would be allowed because it would fall with the ROS zoning requirements. Any future use or interest, as long as it fell within ROS, which includes horse property, would be difficult to determine a conclusion on how to say yes to one area and no to another area based on the current zoning at the time.

Mr. Shaw stated that the advisory board group overlaid the two different zoning requirements. He presented a slide showing Protected Open Space in gray, Recreation Open Space in green, and the proposed Urban Park Space in red. The group went through line item by line item to come up with the UPZ draft, which helps them understand how to monitor and still have something that is more specific to an urban park zone that would allow for a variety of uses and allow for essential health, life, and safety uses, but still allow for protective measures.

Mr. Shaw asked the Planning Commission to discuss the draft as presented and to provide comments or feedback. He also requested comments on whether the Commissioners were open to moving this draft along as part of the Local Parks Preservation Master Plan.

Mr. Shaw pointed out that the locations mentioned are the initial five locations, and they will look to add locations in the future if the Urban Park Zone were to be adopted. He remarked that it comes down to the perspective of Love Where you Live. It is about protecting these spaces for future generations and allowing the locals the ability to determine the fate of these spaces in the event of an economic crisis if the City needed to sell or transition these spaces.

Commissioner Sletten commented on the various uses of conditional, administrative, and prohibited that were being marked out. He noted that page 52 of the Staff report outlined the current ROS definitions of conditional uses, and he asked Mr. Shaw to bring up his slide so he could compare the two. Commissioner Sletten asked Mr. Shaw to explain the difference between conditional uses identified in gray and the ones in green. Mr. Shaw stated that the gray is the protected open space. Anything gray

throughout the document was the protected open space language. The green is the recreation open space language. They blended the uses in the gray and the green and put them into one zone matching the uses. The proposed draft showed the allowed uses currently, and what the allowed uses would be with the new zone. Mr. Shaw clarified that this was the process used to achieve the current draft.

Commissioner Sletten referred to the green conditional uses and asked if there was anything below #15, which was crossed out, that the Commissioners were not able to see. Mr. Shaw replied that it was the end of the slide. Mr. Shaw reiterated that the slide was only to show the process they went through.

Commissioner Van Dine referred to the Rotary Park facility use guidelines for events in the draft plan of the Master Plan. She read, "The facilities are generally available for exclusive use with the exception of programs sponsored by Park City Recreation". Mr. Shaw pointed out that the draft was still a working document and the actual master plan would change if the UPZ is adopted in a future meeting. Mr. Shaw stated that currently the City has exclusive use and the priority of these spaces. If there are City events, those uses would be marked out at the beginning of the year, and then it would be open to the public. It is similar to the priority structure already in place on all parks and field spaces where priority goes to local recreation first, then to school district use, and then to outside rental. Commissioner Van Dine thought she was confused by the wording "with the exception of programs sponsored by Park City Recreation". She understood Mr. Shaw's explanation. Mr. Shaw offered to clarify the language once they reach the point of final adoption.

Chair Phillips asked Mr. Shaw about the process to reach the point of requesting action. Mr. Shaw stated that he would like to have conversation regarding the UPZ draft to see if there were glaring issues. If the Commissioners were comfortable with the draft, they would work to finalize the Local Parks Preservation Master Plan with the new language of an Urban Parks Zone. They would then come back to the Planning Commission for approval of a new zone as part of the Land Management Code. Once it is approved by the Planning Commission, it would then go to the City Council for final adoption. Mr. Shaw anticipated coming back to the Planning Commission for approval as early as the second meeting in June, based on current agenda timelines.

Commissioner Thimm noted that the zone allows for a conditional use to build a building. He noted that there was an area limitation, but no provisions for setbacks, building height, or any of the normal requirements that are part of a zoning ordinance. He asked if there was any concern regarding those issues or since it is a conditional use the location, height, setbacks, etc. would be conditioned at the time. Mr. Shaw

offered to clarify that to address his concern. He stated that some of the related provisions would help with clarity moving forward. It would not be its own document or zone space. It would fall in line with other Land Management Code provisions. Mr. Shaw stated that he would follow up with the Planning Department on achieving clarity.

Commissioner Thimm presumed that if the UPZ would come into effect, the zone map would need to be changed to rezone these parks into the new zone. If that occurs, he asked if they would be eliminating a zone or whether other properties would still fall into the ROS and the POS zone.

Director Erickson stated that the only change is that the ROS zone would be replaced with the Urban Parks Zone in those five park locations. No other private property would be rezoned and there would be no changes in any of the other land uses. Commissioner Thimm clarified that there would still be other properties with the ROS zone once the five properties are removed. Director Erickson noted that portions of the ski area are zoned ROS and most of Quinn's Junction is zoned ROS. There is also a 40-acre portion of POS in Quinn's Junction. Mr. Shaw remarked that another example are the ROS requirements on Round Valley. However, the Prospector Park area, which is in the same ROS swath of land, would have a different zoning for that location, even though it is adjacent to or currently falls in ROS.

Commissioner Hall commented on the specific conditional uses. She asked if a community garden would be more restrictive than an agricultural use, such as raising livestock and horses, or allowing for a nursery. Mr. Shaw replied that it was more restrictive in the sense of what a community garden would be, and that is an area that could be more clearly defined. He stated that agriculture is such a large-scale word. It would be difficult to ever envision raising livestock on the rugby field at City Park; however, that could occur under the current ROS. Mr. Shaw remarked that a community garden was not originally noted on the conditional uses, and it was only identified as agriculture. He explained that community gardens came up later as an additional independent use of the current conditional uses in the new UPZ zone, that is not in the large-scale approach of agricultural uses. He thought community garden would need to be more clearly defined in the master plan itself. The intent is for local garden spaces that could be shared amongst neighborhood groups and approved through the conditional uses as part of the planning process.

Commissioner Hall stated that she would be concerned if they were to expand the uses beyond the ones currently listed. She noted that a lot of City land uses livestock for weed abatement and soil restoration. Mr. Shaw stated that there were not looking to

expand the list at this time; however, there could be changes in the future, but any expansion would be developed rather than undeveloped cases. For that reason, they determined that raising horses and livestock was not warranted in these main five locations at this time.

Commissioner Hall referred to C-18 for small wind energy systems. She asked if solar panels on accessory buildings would be automatically included, or whether it needs to be accounted separately as a line item conditional use. Director Erickson stated that they would not change the way they regulate wind energy systems or PV panels from the current uses. He was not opposed if the Commissioners wanted to add PV as item #19.

Commissioner Hall asked if B-2, outdoor recreation equipment, are playgrounds. Mr. Shaw replied that the intent of outdoor recreation equipment is anything that would be used in an outdoor setting, such as a playground, swings, soccer goals, basketball hoops, etc. It is broad enough that it would need to fall within the realm of recreation per se, which is a big area. Ms. Shaw stated that nothing in the language states that if in the future the public decides they want another use at City Park, any change to the zone or the use would still go through a public process before a major change would occur. Commissioner Hall asked how that was distinguished from C9 and C10 in terms of calling out specific outdoor recreation equipment, such as a sports court or skate park. Mr. Shaw replied that outdoor recreation equipment can be anything considered in the recreation realm, whereas conditional uses would require more of a build out.

Commissioner Hall thought some of the accessory buildings in City Park and Rotary Park appeared larger and more spatial. Mr. Shaw replied that she was correct. He noted that those buildings fall under a few conditional uses. He explained that there is an accessory building that is greater than 200 square feet, but not to exceed 600 square feet. That would be something like equipment storage for items used for maintenance or to store sporting equipment. However, C-11, Public and Quasi-Public institution, education, park, plaza, Structure for public assembly, greater than 600 sq. ft. in approved locations, would also fall under the related provisions. It would apply to something such as the City Park Building or Miners Hospital. It would be in an approved location and for a particular use.

Commissioner Suesser thought C-1 and C-12 basically said the same thing, only C-12 was more defined. She suggested that they could eliminate C-1 only use C-12. Mr. Shaw noted her suggestion. Commissioner Suesser understood that it would be an administrative conditional use if it is in one of the five places and less than 600 square feet; and it is a conditional use if it exceeds 600 square feet. Mr. Shaw replied that she

was correct. Mr. Shaw thought it was important for clarity to define what essential really means in terms of life, safety, health.

Commissioner Thimm thought the UPZ was a great idea. Chair Phillips concurred. He appreciated the hard work and thanked everyone who was involved. Chair Phillips thought it was a great idea to create this zone for the five locations mentioned, with the potential in the future to move other locations into the zone for added protection.

Commissioner Hall commented on food trucks as an allowed use. She understood that it would be regulated by the Planning Director, as well as the guidelines set forth in the other sections of the Code, rather than being a conditional use or administrative conditional use.

Director Erickson clarified that under the current regulations they were only regulating a food truck location and not the food truck itself, in order to be consistent with the State guidelines. He explained that per this section of the Code, if a food truck location has been approved, the Planning Director can administratively approve the food truck. If the food truck wants to locate somewhere other than an approved location, he would not approve the food truck. The food truck owner would need to get the location approved by the property owner.

Commissioner Kenworthy supported this preservation goal and he encouraged Mr. Shaw to keep moving forward.

Commissioner Sletten thought it would take care of unintended consequence in the future for changing perceptions. Several years ago, the City engaged a consulting firm to look at various housing option; one of which included removing the golf course and building affordable housing. Rightfully, there was opposition from the neighborhood to protect the golf course. This proposal protects what they have with the potential to expand.

Commissioner Hall echoed Commissioners Sletten and Kenworthy. She personally uses four out of the five parks on a regular basis and she was pleased with the proposed zone change.

Chair Phillips opened the public hearing.

There were no comments.

Chair Phillips closed the public hearing.

Mr. Shaw appreciated their time this evening and he hoped to be back before the Planning Commission for approval of the UPZ next month, and then move to City Council for adoption with the Master Plan.

- 5.B. Park City Mountain Resort Base Parking Lots – Work Session – Project Orientation and Discussion of Request to Amend the 1998 Park City Mountain Resort (PCMR) Development Agreement (SA) to Replace Expired Exhibit D of the DA, the 1998 PCMR Base Area Master Plan Study Concept Master Plan, with a New Master Plan, known as the Park City Base Area Lot Redevelopment Master Plan Study. (Application PL-20-04480)

Director Erickson provided a brief history. He had no idea how the Resort was approved originally, but the Development Agreement was dated 1997 and 1988. The Town Lift and the Town Bridge were done, and the Town Lift was later changed to remove the mid-Station. The Marriott Mountainside was developed, which was Phase A of the 1998 Master Plan. In 2014 they worked through the Woodward Plan, which was eventually withdrawn. In 2015 the Master Plan was redone to incorporate the new gondola. Director Erickson noted that Planner Ananth had included a schedule in the Staff report of items to be discussed at future meetings. He suggested that the Planning Commission start to work through Planner Ananth's questions on what type of development agreement this is. Director Erickson stated that the City has always made the assumption that the Resort developer would be the same as the ski area and base area. However, in this particular case they are not the same. The Resort is selling things in conjunction with each other that have not been sorted out. For example, the replacement of the skier parking will be underneath the developer's property, and the City does not know who will be in charge of that parking. The transit operations are jointly funded, and they need to figure out how that will work.

Director Erickson stated that the developer was working on providing responses to the affordable housing situation, how much, where, and how, recognizing that they might not have met the criteria for the Marriott Mountainside property. They also need to understand the Resort operations in the summertime, and how the parking will work during that period of time. Director Erickson remarked that they have been working on all these items for almost a year.

Planner Ananth stated that she and Director Erickson would be joined by a number of people from the Peg Development team who would introduce themselves later.

Planner Ananth stated that this evening the Planning Commission would be reviewing PEG Development's request to amend the 1998 Park City Mountain Resort Development Agreement. She intended to focus on a high-level orientation and overview of the project. The Planning Department will present background on the project's history. PEG Development will provide an overview of the proposed project, followed by a discussion of the project and an opportunity to ask questions and discuss any additional information that might be necessary to make the decision of whether the applicant can amend the existing DA with a new master plan versus needing to file for a new MPD. Planner Ananth stated that at the end, the public would be able to share their input on the project through the eComment section.

Director Erickson reported that there are vested development rights on this property. Development rights were taken off the 2800 acres of the ski area and placed in the base area. In addition, 100 acres of private ground was taken from the base area and placed in the parking lots. He stated that the vested development rights of approximately 360.

Director Erickson pointed out that the design of the base area facilities has expired due to lack of action. He noted that Planner Ananth had prepared a schedule to discuss specific items that goes into October, and that schedule could be extended if necessary. Planner Ananth was also working on an RFP for additional traffic information.

Planner Ananth stated that Treasure Mountain was opened as a ski area in 1963 with funding that included a loan from the Federal Area Redevelopment Agency, meant to help stimulate the town's economy after the collapse of the mining industry. United Park City Mines, which was the last remaining mining company in Park City, matched the loan with their own funds, as well as 10,000 acres of surfaced land rates donated from a newly formed subsidiary of the mining company in order to develop a year-round vacation center and recreation complex. Planner Ananth stated that in addition to a gondola, chair lift, and 2 J-bars, the mountain contained the only skier subway that transported skiers two and a half miles into the mountain through the Spiro Tunnel on a mine train. Skiers then boarded a mine elevator and that lifted them 1700 feet to the surface of the mountain.

Planner Ananth reported that the Resort's name was changed to Park City Ski Area in 1966 and it became known as PCMR, Park City Mountain Resort, in 1996. Powder Corporation operated the Resort for many years until 2014 when the ski area was sold to Vail Resorts. Planner Ananth stated that the Resort includes summer activities, as

well as skiing, and was host to numerous events during the 2002 Utah Winter Olympic Games.

Planner Ananth stated that Vail combined PCMR with the Canyons Resort via a gondola in 2015 to create the largest lift ski resort in the US. Vail Resorts rebranded the combined resort as Park City Mountain.

Planner Ananth remarked that the PCMR Resort Center neighborhood allows for the densest resort-oriented development in Park City. It contains predominantly a mix of medium and high-density condominiums and hotel buildings, many of which are offered as nightly rental units. With the exception of the parking lots and Legacy Lodge, much of the base area is privately owned. Most of the existing development at the base was built in the 1970s and 1980s, including the Marsac Manor and Silver Mill House condominium that was built in 1973, the Village Condo Loft, the Park City Village Condos, the Resort Center condos, and the Lowell Condominiums. Planner Ananth reported that Park City Mountain Village and Marriott Mountainside Condominiums were developed in the late 1990s and early 2000s. Surrounding neighborhood development ranges from the late 1960s and the 2000s and includes the more prominent condominiums known as Edelweiss House Condominiums, the Three King's Condominiums, the Snow Flower Condominiums, Shadow Ridge Condominiums, and the Silver King Condominiums.

Planner Ananth stated that the more traditional Park City Old Town neighborhood wraps around the Resort area, particularly on the southern and eastern edge, with multi-family and single-family homes generally built between 1980 and 2010. Woodside Phase 2, which is a City-sponsored housing development is planned to be located across the street from Parcel B close to the intersection of Manor Way and Empire Avenue. This development will likely include 58 affordable, attainable, and market-rate units. The King's Crown neighborhood is also under construction just south of the Resort and the Marriott Mountainside. This development contains condominiums, townhomes, single-family residences, and is the first major project in the area.

Planner Ananth reported that the National Abilities Center is working on a new building to be developed in front of Parcel C, which was highlighted in green on the slide. The future building would be accessed off of the road just south of Building C.

Planner Ananth stated that the proposed project is comprised of the four parking lots that currently contain almost 1200 surface parking stalls. Significant planning issues to consider include whether this project makes traffic and parking better than it is today in

all seasons; is the applicant fulfilling their obligation to provide employee housing; is connectivity improved under the new site plan; will the development be cohesive and provide public benefits such as ski lockers, dining, and Apre ski opportunities; how sustainable is the proposed project; will the public spaces feel lively and attractive; and is 1200 the right number of parking stalls. Planner Ananth remarked that early identification of other important key issues will be helpful to the applicant as the review of this project progresses.

Planner Ananth noted that the applicant would be presenting the proposed site plan in further detail; however, first she wanted to note that the applicant was proposing a new one-way circulation pattern with two proposed roundabouts that encroach into the City's municipal golf course. Planner Ananth reported that minor changes are proposed for the transit pickup and drop-off areas. It is a complex project with a complicated phasing plan that needs to maintain 1200-day skier parking stalls throughout the construction process.

Planner Ananth stated that the Planning and Engineering Departments will be hiring a third party reviewer to help review the applicant's traffic impact study, which will be discussed in more detail at a later date.

Planner Ananth noted that the project replaces the existing surface parking stalls with four new buildings, all with parking below, for both day skiers and the new proposed users of the site. The applicant is proposing that the parking will become paid parking when it moves underground, as it was originally intended in the 1998 Development Agreement. Planner Ananth stated that this is a trend in the ski history in general. In general, paid parking when coupled with incentivized carpooling and improved efficient transit, can reduce the number of cars and the number of parking stalls required.

Planner Ananth noted that Director Erickson had alluded to a number of documents that govern this site that were listed on the slide. She reported that the 1997 Planning Commission and City Council approvals #1 and #2 make up the 1998 Development Agreement, which is the primary document that governs the site. The Development Agreement lays out how the site will be developed and is based on Exhibit D of that agreement, which is the 1998 Base Area Master Plan Study. Planner Ananth stated that the applicant was proposing to replace the 1998 Base Area Master Plan Study with a new base area plan. She pointed out that the 1998 Development Agreement memorializes the developer's commitment to comply with all the conditions of the 1997 approvals, and spells out the relationship of the parties, and the different parties' respective obligations. Planner Ananth stated that the Development Agreement also consolidates resort density to the base area on parcels A through E, as the clustering of

development at the base area preserves open space and view corridors, and is preferable to density being spread up and on the mountain. The Development Agreement specifies that the Base Area Master Plan was granted 491-unit equivalents, a permitted density subject to maximum square footages and volumetrics as outlined in the Base Area Master Plan Study. After the development of Parcel A, 353 unit equivalents remain. The current application is proposing 301 unit equivalents.

Planner Ananth remarked that the 1998 Development Agreement states that the developer intends to develop the 1998 Master Planned Area pursuant to the 1998 Master Plan Study, which details volumetrics, horizontal and vertical articulation, maximum square footages of each building, streetscape and architectural design guidelines, all of which are integral to this plan. The 1998 Master Plan Study includes design guidelines and detailed volumetrics on pages 126-148 of the 1998 study. Planner Ananth reiterated that only Parcel A was developed when the Planning Commission approved a CUP in 1998 for the Marriott Mountainside Resort, which is a 182-unit timeshare project. This approval also included a skier services building, now known as Legacy Lodge, as well as 193 parking spaces, most of which are underground. Planner Ananth stated that after the development of Parcel A, 353-unit equivalents remain. Under the 1998 Development Agreement, this equates to about 806,000 square feet of entitlements on Parcels B, C, D and E.

Planner Ananth commented on the MPD process. Six or more Planning Commission meetings are planned over the summer and fall to discuss this project. Those meetings will occur on the Planning Commission regularly scheduled fourth Wednesday of the month meeting. The public will have the opportunity to make comment in advance of each meeting and during the public hearing at each meeting. The public can send email comments or questions to her at any time, and she will forward those emails to the Planning Commission. During the meetings, the public can also comment from the City's webpage. Planner Ananth reported that the City Council is the appeal body for the Planning Commission's decision. Therefore, it is imperative that the public and applicant not discuss the project with either the Planning Commission or the City Council outside of a public hearing while the project is in the review process. The City has a webpage for this project that will be updated with meeting schedules, Staff reports, background information, and information on how to submit comments on the project. The webpage will be easy to find from the City's main webpage.

Planner Ananth stated that the PEG Development team had prepared a presentation. Following their presentation, she would continue her presentation with more of a discussion on amending the 1998 Development Agreement versus applying for a new MPD.

Robert Schmidt with PEG Development introduced McKay Quinn, the Development Manager on the project, Stan Kozlowski, assisting the team in a consulting role, and Legal Counsel, Robert McConnell, with Parr Brown.

Mr. Schmidt provided background on how PEG Development arrived to this project. He stated that a couple of years ago, Vail put out a Request for Proposal asking developers to contemplate ways that this property might be developed. They responded to that RFP and were selected. Mr. Schmidt explained that the arrangement with Vail is a Purchase and Sale Agreement, and they are under contract to purchase these parcels. They will be the owner and operator of the improvements that will exist on Parcels B, C, E, and D. Mr. Schmidt reviewed an aerial photo showing that the parcels are an existing parking lot. It has been in this condition for over 20 years, since the Development Agreement was approved in 1998. He stated that PEG Development is extremely excited about the potential and possibilities of this project. Mr. Schmidt recognized that this is a complicated project and multiple factors need to be balanced. At the same time, those challenges present great opportunities for the locals, the City, the neighbors, the ski resort, and for PEG Development.

Mr. Schmidt stated that over the last year they have met with over 100 people within the community through a series of open houses, meetings, public open houses, and multiple outreach meetings. Over the past six weeks during the shutdown they conducted several Zoom meetings with neighboring HOAs, and several more are scheduled. They intend to continue the outreach and the discussions with neighbors, HOAs, and others in the community. Mr. Schmidt looked forward to the process of presenting their plan and ideas to the Planning Commission and receiving their feedback so they can move forward in a productive way with a project that everyone will be proud of and one that will help Park City continue to maintain and further its reputation as a first class destination ski resort town.

Mr. Schmidt commented on some of the issues that need to be balanced on this project. There is an existing Development Agreement and MPD, and the Development Agreement contains the density, square footage, height and setback requirements. He thought it was important to keep in mind that this Development Agreement also has many other things attached to it, such as the 2007 Annexation Agreement, the 2015 Amendment, and the Mountain Upgrade Plan that was part of the 1998 plan. Mr. Schmidt stated that the Development Agreement guides the thinking and thought process on this project. In addition, there are multiple needs and interests for the ski resort and the City in terms of traffic, transportation, pedestrian connectivity, and utilities that need to be addressed. Mr. Schmidt noted that multiple neighborhood groups have

an interest, as well as existing commercial businesses at the base, the skiers, the guests and the locals of Park City.

Mr. Schmidt spoke about parking demands, timing and phasing of the project, traffic needs, transit needs, and affordable housing. All of these issues need to be balanced, and the project needs to be financially viable for a developer to step in and move forward with the project. Mr. Schmidt walked through the site plan in the order that the project would be phased, starting with Parcel B. Mr. Schmidt reported that Parcel B shows 56 condominium units that front on Lowell Avenue. In addition, on the northeast corner of the parcel will be employee housing units and affordable units. These housing units are in compliance with the current City Affordable Housing Guidelines. The buildings wrap around and sit on top of a parking structure with 874 parking stalls. Parcel B will also have retail square footage. They anticipate at least one or two of the retail bays would be well-suited as ski lockers available for both day use and season long rentals. Mr. Schmidt pointed out that other places within the development could also serve as locker rentals for the ski season.

Mr. Schmidt moved to Parcel C, which is the hotel parcel with 250 keys. It is a four-star type property, but they had not determined any specific brand or flag at this point. As a four-star property they would provide 20,000 to 26,000 square feet of meeting space. It would include the amenities typical in a four-star hotel, such as restaurants, spa, fitness facility, and other uses within a four-star facility. In addition, Parcel C contains retail. Mr. Schmidt clarified that retail space can be used for restaurants, soft goods, etc. The retail square footage for Parcel C fronts on the north side of the building and it fronts on a large plaza. Mr. Schmidt stated that Parcel C also sits over the top of a parking structure containing 183 parking stalls below grade. These stalls will serve the uses on Parcel C.

Mr. Schmidt referred to the parking structure on Parcel B and noted that 760 of the 874 parking stalls are dedicated to day skier parking. The remaining stalls will provide parking for the condos and housing on Parcel B.

Mr. Schmidt noted that currently there is slightly less than 1200 parking stalls on the surface, and they were proposing to replace those 1200-day skier stalls in two structured locations. In addition to the day skier parking stalls, the plan will provide parking for the conditional uses being proposed.

Mr. Schmidt returned to Parcel C and identified the Plaza, referred to as the upper or winter plaza, that sits over the top of a large parking structure and contains additional day skier parking stalls. It is a hardscaped plaza; however, they provided landscaping

and soft programming on top of the parking structure to provide for a first-class apre ski experience. Restaurants fronting onto the plaza would have outdoor seating areas. People can congregate and gather in nicely designed areas with landscaping and benches. During the summer it becomes an outdoor plaza providing space for community events, small concerts, and other activities.

Mr. Schmidt moved across the plaza north to Parcel E. Parcel E has retail space that fronts on the plaza and 46 condo units above. They were also proposing a private ski club. Mr. Schmidt stated that they would also propose that the medical clinic be replaced with permanent space within Parcel E. Below Parcel E are 543 parking stalls. Of those 543 stalls, 440 are designated as day skier stalls. Mr. Schmidt pointed out that between Parcel E and Parcel B there will be 1200 structured stalls for day skiers.

Mr. Schmidt moved across Lowell Avenue to Parcel D, which is proposed as a condo building with 39 condo units over retail space. They view this retail space as being less intense. Rather than restaurants, they envision soft goods or a small neighborhood grocer. The space fronts onto a plaza referred to as the lower or summer plaza. It will be softscaped with more grass and there is the opportunity for a pavilion in the corner. The intent is to invite members of the community to enjoy these spaces and help activate them. Mr. Schmidt stated that Parcel D is self-parked with 95 parking stalls serving only the uses on that parcel.

Stan Kozlowski reminded everyone that Parcel A is the Marriott Mountainside, which is why the project begins with Parcel B.

McKay Quinn suggested that Mr. Schmidt talk about the view corridor and the approach from the roundabout. Mr. Schmidt stated that the connectivity between the winter plaza and the summer plaza provide an expansive view corridor off the intersection of Empire and Silver King. It is an expansive view corridor across these plazas will be a surprise moment for guests as they arrive. He pointed out that the view already exists, and it was important to maintain it as guests arrive at the resort. Mr. Schmidt stated that he would expand on that point later in the presentation.

Mr. Schmidt commented on traffic and the traffic circulation plan. He stated that when they first started looking at the project and met with the City Staff and community members, they clearly heard that traffic is an issue. They hired a traffic consultant. A traffic study was done, and they analyzed the counts and the numbers. Mr. Schmidt noted that traffic could use improvements in its existing condition. Traffic presents a number of challenges. He recognized that adding new uses generates additional traffic. Mr. Schmidt stated that in looking at solutions and considering the challenges,

they were aware that the approach of adding striping intersection by intersection was insufficient. They discussed a big picture solution and determined that the best way to reduce delays in traffic is to remove conflicts. The best way to remove conflicts is to allow traffic to move more freely, and the best way to do that is with a one-way circulation loop. Mr. Schmidt stated that they were proposing a counterclockwise one-way circulation loop anchored on the north end by two roundabouts. Traffic comes in off of SR224. Two lanes southbound circulate to the right around the two roundabouts, and then south on Lowell Avenue. There is also a bike lane on Lowell Avenue.

Mr. Schmidt remarked that the traffic circulation comes south and circulates around. When it reaches Shadow Ridge Road the road turns east on a one-way loop. The road also continues south on Lowell Avenue to Manor Way, circulate around Manor Way, and back north on Empire Avenue. Mr. Schmidt noted that alignment changes would occur that allows the traffic to flow more freely. There would also be minor configurations at the south end to encourage traffic to stay on the loop and head to the parking structures, rather than continue further south into the neighborhoods.

In terms of traffic and drop-offs on Lowell Avenue between Parcels C and E, Mr. Schmidt noted that a pull-out was created for private cars and Uber and Lyft to drop off skiers. There is a dedicated pull-out lane where people can get out of the car, unload their gear, and walk across the plaza and on to the ski hill. Continuing south, there is a designated van drop-off on Parcel B. This is in part the arrival for the condos at Parcel B, but it is very large, and it was expanded to accommodate local shuttles from other hotels, black car, and those types of uses arriving from other places in town. Across the street from that drop-off is the existing bus stop. The bus stop is on property not owned by the City; however, there is an easement covering the property. Mr. Schmidt believed improvements could be made to make the transit center more efficient. They were proposing a sawtooth bus bay configuration where buses pull into a sawtooth and unload people. Those people can move onto a sidewalk and up through the Resort. The buses can then pull out and around other buses and move back into the traffic lane. Mr. Schmidt believed this would improve the capacity of the transit center and the capacity of the system in general.

Mr. Schmidt stated that currently there are safety concerns with the existing bus stop, pedestrians crossing from Parcel B, and private car drop-off happening at Parcel B. He felt they could create a safer environment by separating some of these areas.

Mr. Schmidt commented on traffic in terms of arrival for the day skier at the parking structure. Access for the day skiers on Parcel E is on the north side of Parcel E just off of Silver King Drive. There are three proposed locations to access day skier parking on

Parcel B. One is off of Shadow Ridge Road that comes in a grade level. Going around to Manor Way, there is another access on the south side of Parcel B that comes in at Level 3 of the parking structure. Coming around Empire, there is a third access that comes in at Level 2. He remarked that three accesses on three different level should alleviate ingress and egress to the parking structures and alleviate traffic flow.

Mr. Schmidt noted that they have talked to the Staff about managing these parking stalls. Providing parking generates traffic, and they want people to be aware of the number of stalls available at the base at any given time. They will be using current digital technology to show how many stalls are available on each level. That same information will be moved to signage so as guests arrive at the Resort, they can understand where parking stalls are available to make the appropriate decision. Mr. Schmidt stated that the same information can be displayed on signs further out on SR224, and possibly as far as Highway 40 and I-80. He understood there have been discussions between UDOT and the City on ways to get existing parking information communicated to people further out from town to help them make parking decisions. Mr. Schmidt stated that they would like to encourage people to park in satellite lots and use the bus to arrive at the ski resort.

Mr. Kozlowski zoomed in on the slide showing the Resort Center current access that goes back to the NAC. Based on input from some of their meetings with local neighborhoods, they will realign the current access at the Resort Center so the egress goes to Shadow Ridge. At the end of the day, people will be able to go right across to Shadow Ridge rather than having to go up and around Manor.

Mr. Schmidt presented a slide related to pedestrian connectivity. He noted that the green lines represent both existing and new walking routes that will be part of the connectivity for this project. All of the parcels will receive new sidewalks around the perimeters, and in some instances, along the interior and the sides. Mr. Schmidt pointed to Parcel B and noted that a crosswalk is provided on the southwest corner to the City's project so people can access Park Avenue from the project and use sidewalks to proceed up and into the Resort. Also, on Parcel B, people using the day skier stalls in the parking structure will come out on both the southwest and the northwest corner of the parking structure. Mr. Schmidt stated that they were proposing that those pedestrians cross Lowell Avenue with an at grade crossing. Safety measures will be implemented to provide safe crossing. In addition, crossings will be established at the east end of Shadow Ridge, as well as crossings further north on Empire Avenue at the intersection of Silver King and 15th, that will improve the safety of those crossings. Coming around the Resort, there will be a crossing at Parcel E. Mr. Schmidt stated that a pedestrian access sidewalk will be installed on the west side of

Parcel E so people can walk to the Resort from the North. There will also be pedestrian access up through the summer and winter plaza. Mr. Schmidt pointed to Parcel C and noted that there will be pedestrian connectivity to the existing lodges. Currently, a sidewalk comes down through the buildings and they intend to provide connection to that sidewalk. That connectivity would then circulate down into their portion of the Resort base and up into the existing facility.

Mr. Schmidt stated that all of the proposed connectivity is intended to enhance and connect to existing facilities.

Mr. Schmidt commented on parking. He stated that the parking calculations are ultimately to meet and supply a comfortable caring capacity of the ski resort. He presented a slide and noted that the Table 4 on the right was from the 1998 Mountain Upgrade Plan. The total skiers at peak destination occupancy are proposed at 17,000. The upgraded comfortable caring capacity for the 1998 Mountain Upgrade Plan is 13,700. Mr. Schmidt pointed out that it is typical and standard for a resort to exceed its comfortable caring capacity by up to 25% on peak skier days, which is what those numbers represent.

Mr. Schmidt stated that there are details in Table 4 about the number of parking stalls that were proposed in 1998. The amount of lodging proposed, the Town Lift, and the Park City Transit all add up to skiers with a comfortable caring capacity of 17,000. Mr. Schmidt noted that on the left of the slide were the calculations that PEG produced and included in their application and the Master Plan Proposal. They used the same formula and the same logic and followed the process that was used in 1998, trying to get good comparison as to what is different and what is modified. Mr. Schmidt stated that there are a few less stalls than what was proposed in 1998. However, the total year supply at peak destination occupancy is 15,391. That is compared to the upgrade comfortable caring capacity as it exists today of 13,440. Mr. Schmidt noted that they were exceeding the comfortable caring capacity by about 13-15% in their proposal. It leaves room to grow and he believes the best way to increase the number of skiers to meet the 25% excess of the comfortable caring capacity is through mass transit, hotel shuttles, drop-offs, and Park City Transit.

Mr. Schmidt pointed out that the number for Park City Transit has not grown dramatically. In their calculations they used the existing ridership and grew it at 5% over 7 years to arrive at 2500 versus the 2200 anticipated in 1998. Mr. Schmidt believed there is a large opportunity to increase the riders of the bus system, but they need the ability to accommodate those skiers as they arrive. He commented on the

importance of achieving the proper balance to allow room for growth in the transit system.

Mr. Schmidt commented on employee, attainable, and affordable housing. He reported that the existing Development Agreement has a requirement for 80 beds to be provided; and 80 beds are for the improvement of the base area. He noted that 23 of those bed were defined and allocated in the 2015 Amendment to Parcel A. The balance of those would be the obligation of Parcels B through E. PEG Development has agreed to assume the responsibility for those 23 beds that should have been built with Parcel A. They will build them into their project, and as the developer and the owner, they will own and operate those facilities. To address the balance of the housing obligation, instead of the 57 beds that would remain, they were proposing to use the calculation of the current affordable housing resolution. Mr. Schmidt pointed out that the requirement comes to 72,453 square feet. Their proposal contains slightly over 80,000 square feet of affordable housing, including the 23 bed that were not built on Parcel A. Mr. Schmidt stated that the units would be built on the project site. They were not proposing to move the units off-site or proposing a fee in-lieu.

Mr. Schmidt presented a slide similar to the one Planner Ananth had presented. The building in white were the proposed building. The dark gray buildings were the existing buildings. He emphasized that they were not showing any proposed architecture. It was simply blocking and massing of the project. He anticipated details discussions on architecture in future meetings.

Mr. Schmidt presented a slide showing the cross-canyon view giving context to the surrounding community and building. Another slide was a bird's eye view from the roundabout at the intersection of Empire and Silver King looking up towards the mountain as you arrive at the Resort. He presented a slide showing the pedestrian view of the upper Plaza during the winter. Another slide was a view of the upper Plaza with a summertime view. Mr. Schmidt presented a slide from the north looking south to show additional context for the massing and scale of the buildings.

Mr. Schmidt stated that timing of construction is a primary issue they need to balance, and the ability to provide 1200-day skier stalls during any given ski season. He presented an estimated construction schedule and the proposed phasing as outlined in his presentation. The schedule starts with the parking structure on Parcel B in the Spring of 2021, subject to all the approval processes. The application package contains the construction schedule and mitigation plan. Mr. Schmidt believed they could build 800 stalls at that location in a given summer season with the proposal as presented. It would give them the ability to move on to the next phase and still provide

sufficient parking as they move through the balance of the project. Mr. Schmidt outlined the next phases and what would be built in each phase on each parcel. It is a phased and extended construction schedule, and there is a method to the complexity of balancing how to build parking to meet the needs of the ski season and building out the rest of the project.

Mr. Schmidt noted that within the application they included a section on sustainability. They were proposing 15 steps to follow the City's sustainability guidelines. He presented a graph showing energy use intensity.

Mr. Schmidt provided a quick comparison of the site plan that was contained in the 1998 Agreement compared to the site plan they were proposing. He noted that there have been a number of changes in the last 22 years, both physical and economic, in terms of the new sharing economy. Mr. Schmidt stated that their proposal responds to those changes and addresses the current environment. However, there are differences between the site plans that have a very physical effect on what they can do on the project. The 1998 site plan proposed a realignment of Lowell Avenue, bringing Lowell into the intersection with Silver King and Empire in exiting the Resort. There was no discussion in the 1998 of how that intersection would be controlled. Mr. Schmidt stated that with the current traffic levels, they do not believe a realignment of Lowell would be appropriate. He commented on the large utilities in Lowell Avenue, which are some of the existing constraints. Mr. Schmidt thought it made sense to respond to those constraints and not seek a realignment of Lowell Avenue.

Mr. Schmidt noted that in the original Master Plan, Parcel C had a smaller footprint. Parcel E had a large footprint. In their plan, Parcel E is much smaller, and Parcel C is a little larger. He pointed out that they were over the square footage by 15,000 square feet on Parcel C, but significantly under on Parcel E. Overall, on the entire project they are under the allowable square footage that was allowed in 1998. Mr. Schmidt pointed out that their proposal was significantly under the 353 density units allowed at just under 250 density units. Mr. Schmidt explained that their application letter mentioned 301 units, but that was for the purposes of calculating the fee. The 301 units includes the affordable housing units, which are not required to be counted as part of the Development Agreement.

Mr. Schmidt understood that Planner Ananth planned to talk about the form of the application and he requested time to respond to her comments and any public comments.

Commissioner Sletten referred to an earlier comment by Director Erickson that the initial approvals in 1998 envisioned that the developer and the ski resort would be one in the same. However, while the Marriott Mountainside timeshare and provides significant benefit to the ski resort, it is a completely separate ownership. Commissioner Sletten recalled that when Parcel B was under contract, the developer proposing a flag hotel at the time was an independent developer. He was trying to understand the bifurcation, because in those two examples there was a complete separation between the resort and the developer. Director Erickson stated that bifurcation is a certain number of operational departments they will need to continue when the parking garage goes to underground parking. The expectation originally was that there would be one operator of the development. That changed but the Development Agreement did not grow with that change. Director Erickson remarked that they were always under the assumption that the Resort would do the development and then sell off the parcels and manage a portion of the development. Since that was not the case, and they were trying to be extra careful.

Commissioner Kenworthy noted that Mr. Schmidt had said they would be providing 81,000 square feet of employee beds and he wanted to know how many beds that would be. Mr. Schmidt replied that the 72,000 square feet that is required under the requirements for the proposed improvements results in a unit calculation. The unit calculation is 900 square feet per unit. The unit calculation results in approximately 81 units. They would be 900 square feet two-bedroom units. One bed in each bedroom would be 160 beds, not including the 23 units from the Parcel A obligation that they would also be building.

Commissioner Suesser asked about the day skier parking below Building B. She asked if they had contemplated a pedestrian accessway under Lowell into the Resort, because she did not think it made sense for everyone arriving at the garage to be crossing Lowell. Mr. Schmidt stated that a pedestrian accessway under Lowell was explored, as well as a bridge. There were practical constraints and both a tunnel and a bridge have certain ramping issues to make those ADA accessible. In the case of a tunnel, there are a lot of utilities currently in Lowell, including the City's raw water line. They would need to dig deep enough to get under those utilities and the ramping becomes extensive. The same issue exists with a bridge. Ramping for ADA accessibility is necessary and the ramping becomes extensive. Mr. Schmidt stated that on the southwest side of the site, there is the potential to connect a bridge all the way to the elevated portion of the plaza to the west without a ramp. However, there are pros and cons for doing that, and the question is whether people would want to go up on the bridge to cross and then have to come back down using stairs or a ramp. He believed most people would take the path of least resistance and cross the road.

Commissioner Suesser wanted to know how pedestrians access the garage in Building B. Mr. Schmidt replied that the access for the day skiers is on the southwest and northwest corners of the parking garage. A stairwell and elevators on each corner will get skiers from the garage up to grade level.

Commissioner Sletten stated that over the last few winters he noticed that the impediment to traffic is caused as much by pedestrians walking across the street at various areas, as it is the haphazard drop-off parking. He encouraged Mr. Schmidt and his team to think outside of the box to see if there is any way to mitigate the skier pedestrian traffic walking across the street on Lowell. It would do a great service to enhancing the traffic flows.

Commissioner Van Dine agreed with Commissioner Sletten. She noted that the places proposed for crossing are also the only two routes to two of the Parcel B parking entrances. Commissioner Van Dine pointed out that they were channeling a large part of the traffic up that way, and at the same time 1,000 skiers will be trying to cross, which will impede all of that traffic. She thought the bottleneck would be bad in the morning. Commissioner Van Dine was unsure whether there was a creative solution, but she it will be a big hindrance to that area.

Mr. Schmidt stated that in terms of the bottleneck, hopefully what they see today will not be anywhere near what they will see in the future. By spreading out the drop-off for single or private owned vehicles and moving it down to between Parcel C and Parcel E, a large number of vehicles will be spread out over a couple of hours. Those vehicles will also be able to exit on the inside loop on Shadow Ridge instead of circulating all the way around the Resort. Mr. Schmidt stated that the team was willing to contemplate more creative solutions.

Commissioner Hall asked if the Commissioners would have the opportunity to walk the property in the near future with the applicant. Chair Phillips thought the Planning Commission could request a site visit once they start getting into the details. Commissioner Hall stated on the record her formal request to walk the entire site with the developer.

Planner Ananth thought it was a good idea and she would schedule a site visit. The site visit needs to be publicly noticed and she will do that once the visit is scheduled. Director Erickson cautioned the Planning Commission about having ex-parte communications. When the Commissioners do the site walk, they should not make any comments. They should walk the site and let the developer talk. The Planning

Commission should make their comments in an official meeting, so the public has the opportunity to hear what they have to say.

Commissioner Thimm noted that Mr. Schmidt talked about phasing, parking, and the number of stalls on each parcel. He asked if there is ever a point in the winter where they contemplate less than 1200-day skier stalls. Mr. Schmidt answered no. They never dropped below 1200 stalls during the winter, and in a couple of cases they exceeded 1200 stalls as they go through the phasing. Commissioner Thimm asked for the lowest number of patron parking stalls at any given time in the summer during construction. Mr. Schmidt did not have that number available, but he assumed the largest impact would be the first phase when they start building on Parcel B. He noted that there are 400 stalls on the surface of Parcel B. During the summer is the first season when they would have 400 stalls out of commission on Parcel B. Commissioner Thimm clarified that in the worst case 800 stalls would be available. Mr. Schmidt answered yes.

Commissioner Kenworthy commented on the sawtooth bus parking. Mr. Schmidt also mentioned off-site remote lots. Commissioner Kenworthy stated that they were looking for the public/private/private partnership. He asked if Mr. Schmidt had worked with the City and Vail to come up with a traffic plan from these remote lots. Mr. Schmidt replied that they have had discussions with the City in terms of the existing bus service; however, they did not have detailed discussions about enhancements or improvements or new lots. Commissioner Kenworthy encouraged those discussions and he encouraged Mr. Schmidt to be bold. He pointed out that it was what the community requested in the recent visioning.

Planner Ananth stated that the Development Agreement is the result of an MPD approval. In this case, the 1997 Planning Commission and City Council approvals are restated in the 1998 Development Agreement, which memorializes the developer's commitment to comply with all the conditions of approval; and lays out the obligations and relationships of various parties.

Planner Ananth reported that the existing Development Agreement is 22 years old and has many attachments, including exhibit that will need to be amended, an expired site plan, amendments to additional land annexed into the City; as well as an Amendment in 2015 and another amendment in 2019. Planner Ananth stated that in 2019 the first Amendment acknowledges that the PCMR Concept Master Plan component of the Development Agreement has lapsed, but that the developer's rights under the Development Agreement remain fully vested with regard to the allowed density on the site.

Planner Ananth stated that the current application is quite different than what the 1998 Development Agreement anticipated. The 1998 agreement anticipated that it would be the Resort developing the base area, and not a third party. That it would not be the major generator of traffic to the area, nor the party necessarily responsible for parking and employee housing.

Planner Ananth stated that to try and amend the Development Agreement, which is entirely based on a Master Plan that the applicant is proposing to replace, requires a new MPD in the opinion of the Planning Department. Section 15-6-4(i) of the Land Management Code lays out what constitutes a change of concept, density, unit type, or configuration that justifies a review of the entire Master Plan and Development Agreement by the Planning Commission. If the modifications are determined to be substantive, the applicant must apply for a new MPD. Planner Ananth stated that if the applicant was proposing the same project as the 1998 concept master plan, then amending the Development Agreement to update and clarify the different obligations of the various parties would be appropriate. However, to amend the Development Agreement with a completely base plan and a different developer, the Planning Department believes a new MPD would be required.

Planner Ananth remarked that there were significant differences between the 1998 concept master plan and the current application submitted. Those changes include, but are not limited to, the seven reasons laid out in detail on pages 65 and 66 of the Staff report. The Planning Department believes these differences constitute a change in concept, density, and configuration from the 1998 Development Agreement.

Planner Ananth requested that the Planning Commission begin the discussion of amend versus a new MPD, because that decision lies with the Planning Commission and not the Planning Department. It is the Planning Department's opinion that a new MPD can acknowledge the agreements of the past and delineate who has responsibility for issues such as parking, traffic, and housing; and rewrite a new development agreement that clarifies this bifurcation.

Director Erickson stated that because of the depth and density of information in the Staff report, he thought they should also have this discussion on June 10th to give the applicant the opportunity to respond since they had only received the Staff report a few days earlier. Director Erickson suggested that the Planning Commission consider adding this as a discussion item to go through the hard questions.

Planner Ananth presented a slide that was submitted by Commissioner Thimm, and she thought it was interesting that the applicant had shown an almost identical slide comparing the 1998 site plan to the proposed site plan. Planner Ananth thought the Planning Commission should spend the rest of the time tonight focusing on the amend versus new question. If the Planning Commission would like any additional information in order to make their decision on June 10th or a later meeting, they should request that information this evening.

Planner Ananth remarked that the Planning Department was still waiting on additional information from the applicant. They were looking for calculations of the amount of parking above grade to get a truer sense of the development area ratio of those buildings. They were looking for vertical and horizontal articulation in compliance with the LMC. Planner Ananth thought there may be an error in the UE calculation, and she would like the applicant to submit additional information and confirm that the current numbers are correct.

Chair Phillips stated that he had a number of questions from the presentations, but he would reserve his questions for the next meeting when the discussion is more topic specific. He believed the first step is to determine the path forward.

Mr. Schmidt stated that he looked forward to a robust and thorough review of this application. Mr. Schmidt had concerns with the discussion over whether it is an amendment or a new MPD. He pointed out that the existing MPD and Development Agreement has multiple appendages; including the 2007 Annexation Agreement, the 2015 Amendment, and the 2019 signed Agreement. The existing Development Agreement also contains the Mountain Upgrade Plan. Mr. Schmidt stated that from the perspective of a correct solution, their application anticipates amending the existing MPD and the Development Agreement, which might look like a new Development Agreement in the end. He assumed there would be a document outlining how they intend to address all the issues discussed; however, he believed that should be an amendment to the existing Development Agreement.

Mr. Schmidt stated that in terms of the technicalities of the Code, there was a difference of opinion in looking at 15-6-4(i), MPD Modification. He believed that 15-6-4(i) requires that a change in concept, density or unit type, will justify a review of the entire master plan and development agreement by the Planning Commission. His interpretation is that a review is required but not a new development agreement and master plan.

Mr. Schmidt noted that 15-6-4(i) also states that if the modifications are determined to be substantive, the project will be required to go through the pre-application public

hearing and determination of compliance as outlined in 15-6-4(b). However, determination of compliance it is not defined in 15-6-4(b) and the applicant is left not knowing what that means. Mr. Schimdt remarked that 15-6-4(b) states that the applicant may request a work session and that the applicant is encouraged to conduct independent public outreach. It further states that at the pre-application work session, the applicant will have the opportunity to present the preliminary concepts. The public will be given the opportunity to comment on the concepts. The applicant can also address neighborhood concerns. For larger MPDs, it is recommended that the applicant host additional neighborhood meetings in preparation of filing a formal application.

Mr. Schmidt could find nothing in the Code that requires a new MPD and a new Development Agreement. He believed what they applied for is correct. They should amend the existing Development Agreement because so many things are attached to it and they cannot start over. The development rights and the dedication of open space exists within the existing Development Agreement. Mr. Schmidt assumed there could be an assignment of those rights over to a new Development Agreement, but at that point it becomes an amendment. Mr. Schmidt clarified that they have applied for an amendment, but they would still go through the same process they would if it were a new MPD and a new Development Agreement. There would be a new site plan at the end of the process and an amendment to the Development Agreement, which will look very much like its own Development Agreement.

Director Erickson noted that PEG Development laid out some of these arguments in a lengthy letter to the Planning Department. He asked if that letter was included in the Staff report. Mr. Schmidt clarified that PEG Development did not write a letter regarding this issue because they only became aware of it when the Staff report came out on Friday. Planner Ananth thought Director Erickson was referring on an email exchange in early March that resulted in the supplemental information that PEG Development submitted on April 20th requesting the height variations and clarifying that they were seeking a waiver down to the zone setbacks. That email was included in the Staff report.

Chair Phillips opened the public hearing.

Planner Liz Jackson noted that eComments were received during the presentation. All the public comments submitted before and during the meeting were entered into the record.

Planner Jackson summarized the public input as follows:

Michael Kaplan wanted to know how the project would interact with the existing or future ski lifts.

Sid Embry asked if the comments submitted to the developer via baseareaproject@gmail.com at the request of PEG during the open house in March at the Hyatt be shared with the public, or whether the community members should submit their comments directly to the Planning Department.

William Tittler remarked that the pedestrian flow is critical for this project. Right now, people can walk anywhere with buildings in place. The sidewalks and pedestrian walkways should be wider than normal because of the number of people and equipment that needs to flow through the area. The setbacks in place originally would allow for this, but it does not seem the tighter setbacks proposed will in the current proposal.

Stephen Nielsen referred to the 5B parking lots and asked how lower mountain access be protected for people walking from Three Kings Drive and Silver King Drive.

Reed Shotz noted that the Planning Commission Staff Report mentions the PEG Development proposal has several major modifications compared to the 1998 PCMR Concept Master Plan. The PEG proposal has narrower setbacks, taller and more dense building up to seven stories, less pedestrian and trail connectivity, 600 fewer underground parking stalls, fewer view corridors and traffic/transportation issues. In his view, PEG should not amend the development agreement, but submit a new MPD as recommended by Staff.

Randall Kirsch submitted two comments. He owns several condos in the Lodge at Mountain Village. They just spent over \$1 million collectively on the plaza by the ice rink. It appears that PEG would like all of the parking foot traffic on B to access the ski mountain by going over the ice rink plaza. There needs to be a cost sharing agreement for future improvements and maintenance on the plaza. He did not see that in the plan. Mr. Kirsch opposed the plan without some type of agreement in place.

Mr. Kirsch pointed out that none of the drawings show how their condo views will be affected from the additional height and reduced setbacks requested. Until he can see the impact on their views, they opposed such variance requests. If the affect is minimal, they would not oppose it.

Debra Rentfro did not think the plans reflect the personality of Old Town. Tall metropolitan structures built for a city do not belong. Just as residents are held to standards to keep the history of the area alive, so should PEG. Locals and tourist alike love this town because of its small feel and charm, and views from most anywhere in the community. The existing plans will take away from both. In addition, the traffic suggestions without any dedicated pedestrian crossings, bridges, or otherwise is unreasonable.

Sherry Harding noted that Three Kings Condominiums #11, 12, 13, and 14 on Silver King Drive face the tallest buildings of the PEG proposed development. She opposed this. Building heights should follow the slope of the parking lot down to the north. The current plan shows taller buildings to the north. A giant wall along Silver King Drive is undesirable. It blocks views and blocks sun.

Ruska Jereky had sent comments/questions by email to Alexander Ananth.

Nancy Lazenbee asked if the original 1998 plan was still valid. Several requirements were spelled out in that plan that need to be completed prior to 2003 and she wanted to know if those were done.

Lisa Paul, the HOA President for Powder Point, thought this was too dense for the area. It needs less units and less retail. Need to fix the traffic problem before development. Need to have a height restriction. Not higher than Silver King. Developer should pay for pedestrian crossing light like on Park Avenue. Developer should help pay for police to monitor the streets like what was done during Sundance because of the parking issues this will create. There also needs to be more open space.

Chair Phillips closed the public hearing.

Director Erickson asked the Commissioner to remember that the Deer Valley Development Agreement has been amended 12 times to accommodate changes in the development. For this application, he thought the Staff report laid out the changes in the uses of the parking, transit, and affordable housing. Those items should be memorialized in some way regardless of whether they amend the existing Agreement or do a new Development Agreement. Chair Phillips agreed that Planner Ananth had sufficiently laid out the necessary information.

Chair Phillips stated that he was on the Planning Commission when Woodward was being proposed and the base of the Resort, and he recalled at that time having

discussions about a new MPD. Chair Phillips thought there appeared to be substantial differences between the Development Agreement and the current proposal.

Planner Ananth requested that the Planning Commission comments on their thoughts in terms of amend versus new to they can get a sense of the direction this was going. She would also like the Commissioners to identify any additional information they need to help make their decision.

Commissioner Sletten commented on the voluminous amount of information, and he was pleased that they were postponing the final decision-making issues on whether to amend or replace until they have a better understanding. Commissioner Sletten stated that in looking at it holistically, the changes appeared to be de minimus. He was not prepared to take a position at this time on whether to amend or replace because he needed more time to thoroughly review all the information provided.

Commissioner Thimm stated that he was open minded in terms of the amended Development Agreement versus a new MPD, and he was willing to look at additional information if necessary. Commissioner Thimm thanked Planner Ananth and the applicant for a most thorough presentation this evening.

Commissioner Thimm thought there were several items to consider with regard to the information contained in the Staff report and evidenced in looking at the comparison of the 1997 versus the 2020 site plans. He noted that planners and designers look at things from out of the box and there will be different solutions. However, understanding what is entitled and trying to work within certain parameters is something they need to keep an eye on. Commissioner Thimm emphasized the importance of looking closely at the mass and height and understanding how that compares to the existing entitlements. He thought the setback reduction should be looked at very closely to verify that it will be a betterment to the development and to the City. Any documentation that would help the Planning Commission better understand that would be important. Commissioner Thimm believed that statistically there are gaps that need to be filled in terms of commercial space, support space, accessory space, and what is being proposed versus the entitlement, and what the underlying zoning allows.

Commissioner Thimm noted that a very thorough traffic analysis by Hales Engineering was provided. However, he did not see a parking analysis and he thought that was important. He recognized that the applicant provided parking information in their presentation this evening, but he thought they should look at a parking analysis for this specific time, day and age where they are trying to encourage people to use public transportation, where people are moving away from using cars and parking up and

down streets, and where more people are using Uber. Commissioner Thimm suggested a thorough parking analysis of what is actually needed. If the parking analysis confirms 1200 stalls that would be fine, but if it determines that less stalls are needed, he was open minded to look at that as well.

Commissioner Thimm was pleased that the employee housing appears to be shored up. He suggested asking Rhoda Stauffer for her thoughts on what was being proposed. Commissioner Thimm thought the circulation made sense. However, at some point he would like the traffic engineer to explain the level of service and whether it is improved or degraded as a result of this project; not only for what is in the development but also the surrounding area. Commissioner Thimm liked the reorientation of the road system along Lowell where they were extending the double roundabout. He thought it was a great solution and they were separating traffic decisions. Commissioner Thimm thought it appeared to be a safer situation in the long run.

Commissioner Thimm noted that Planner Ananth had outlined a very aggressive schedule. He would like to keep to that schedule and work through this in a quick and efficient manner.

Commissioner Hall asked if it was possible to get a more thorough legal analysis of the new amendment versus the existing; particularly, focusing on the impact of the non-resort owner as the developer, which was presumed differently in the 1998 Development Agreement. More importantly would be the bifurcation of the Development Agreement obligations.

Commissioner Hall appreciated the slide regarding sustainability. She was unsure whether there had been communication with the City Sustainability Department, but she would like to see their input regarding the impact and the different mechanisms proposed. In terms of transit, Commissioner Hall had a preference for bike parking and wider sidewalks. She reiterated her request to walk the site. Commissioner Hall asked if it was possible to get input from the Transportation Department regarding coordination with the park and ride, or possibly have someone from the Transportation Department attend the next work session.

Commissioner Hall asked if the affordable housing would be rented or sold. Mr. Schmidt stated that in terms of for-sale versus rental, the calculation was based on the number of for-sale condo units. They followed the 15% rule that is used for calculation purposes and translated that into the estimated for-sale attainable housing units. Mr. Schmidt clarified that it was a soft proposal at this time because there are no clear

guidelines for making the final determination on how many should be for-sale or for rent.

Commissioner Hall commented on the vibrancy of the commercial outdoor space. It is a critical component that needs to be done properly. She would like Mr. Schmidt to provide additional information either this evening or at a future work session on the logistics of access and ensuring that there is enough public access. She wants to make sure it is not bifurcated for private residences.

Commissioner Suesser stated that she was still working through all the information in the Staff report and she was not prepared to say which way she was leaning in terms of amend versus new. Commissioner concurred with the other Commissioners regarding the additional information they requested because it was the same requests she had in mind.

Commissioner Van Dine agreed with all the comments from the other Commissioners. She would also like someone to see if there is a way to work within the current Development Agreement to address all the issues by amending it rather than starting over. She would like to know the feasibility and what it would look like. Commissioner Van Dine noted that the Staff report mentioned outstanding obligations from the 2015 MPD and Development Agreement amendments that remain to be completed. She could not find where those were discussed in more detail in the Staff report. Commissioner Van Dine requested to see an outline of what is missing, so they can make sure those amendments occur if they choose to amend the existing Agreement, or make sure they are addressed in a new Master Plan.

Commissioner Van Dine commented on the projections with the parking analysis. They know that skier days have increased year after year, and it is important to make sure the analysis is current with transit use, as well as making sure enough parking is being provided. She pointed out that there will be very little room to expand this project and it is important to make sure they address future changes to the community and the Resort Center. Commissioner Van Dine stated that she was still working through the packet for a second time.

Commissioner Kenworthy stated that he would need more time to think about this and to do his own research on 15-6-4-(b). He would like to verify the reduction of the UEs to make sure they are specific on that benefit. Commissioner Kenworthy remarked that connectivity was his number one concern. A major goal is connecting to the beds and the main commercial. He was not seeing any of that connectivity. He could see the transportation loop possibly being improved with the one-way and the roundabouts, but

he was looking for the connectivity for car traffic, pedestrians, and mass transit. He would like to see that information at the next work session. Commissioner Kenworthy was also interested in seeing the information requested by the other Commissioners.

Chair Phillips agreed that everyone was still trying to digest all the information. He appreciated the presentations and having the opportunity to get familiar with the proposal. As they begin to dig further and get more familiar with the existing development Agreement, he thought the applicant and the Staff should have a good idea on what the Planning Commission will need to make this determination. Chair Phillips hoped to get through that process fairly quickly. Chair Phillips was aware that the applicant needed as much time as the Planning Commission and the public to digest the packet.

Chair Phillips thought a site visit would be helpful, especially as they were all trying to familiarize themselves with this project. He preferred a site visit sooner rather than later. Chair Phillips did not believe the applicant would want to significantly change their proposal, and it was a matter of how the Commissioners' process it. He thought they should be able to get to that decision possibly at the next meeting. After that, they could start getting into more details of their various concerns. He intended to prioritize his list of concerns and highlight his high-level concerns. He would like to give the applicant his high-level concerns before they get to the specific in later meetings.

Chair Phillips asked Planner Ananth how the schedule she proposed would be affected by whichever path they decide is appropriate for this application. Planner Ananth replied that she tried to give a good amount of time between the June 10th meeting and the next scheduled meeting on July 22nd, which is when they will get into more substantive issues. Planner Ananth stated that the project itself will not change, whether it is an amendment or a new MPD, so it is basically the semantics of filing the application. Planner Ananth did not think the schedule will be slowed down much, if at all.

Planner Ananth summarized that a site visit would be very helpful. Since it needs to be publicly noticed, she asked about the possibility for having a site visit on June 10th from 4:00-5:00 p.m. prior to the Planning Commission Meeting. Mr. Schmidt stated that PEG could accommodate a June 10th site visit.

Planner Ananth noted that Exhibit A to the Staff report was a zoning review memorandum, and it outlined the pertinent conditions in the Development Agreement, as well as the previous approvals. It also summarizes the key component of the 2015 amendment, the 2007 amendment, and the 2018 amendment. She thought that would

be helpful for the Commissioners to pull out Exhibit A as they review the larger documents.

Planner Ananth asked if the Planning Commission would be able to make their decision on June 10th, or whether that time schedule was too soon. Chair Phillips did not think the Commissioners could say anything definitive, but he would like to think they could. They now have the big picture and they have heard from the applicant and the Staff in a thorough presentation.

Commissioner Hall asked if City Attorney Harrington was allowed to weigh in on the bifurcation of the Development Agreement obligations.

City Attorney Harrington stated that he would not so much weigh as help them craft the result that the Planning Commission determines appropriate with the Code section and the remaining obligations in the Development Agreement. They could find the proper approach that brings clarity to resolving that, depending on how the Planning Commission decides the first issue.

Commissioner Hall asked if it would be possible to have someone from the Transit Department attend the site visit. Planner Ananth replied that she would ask someone from Transit to attend. Chair Phillips clarified that the site visit cannot be a Q and A. The purpose of the site visit is for the applicant to orient the Planning Commission and explain their plan in relation to the site.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

6.A. 84 Daly Avenue – Steep Slope Conditional Use Permit – The Applicant proposes to Construct a Single-Family Dwelling on a lot Containing 3,858 square feet with a Building Footprint in Excess of 200 square feet Projecting Over an Existing Slope of 30% or greater.
(Application PL-20-04480)

Planner Caitlyn Barhorst presented the application for a steep slope conditional use permit for 84 Daly Avenue. She had slides available if anyone was interested, and she was prepared to answer questions.

The Staff recommended that the Planning Commission conduct a public hearing and approve the conditional use permit application pursuant to the findings of fact, conclusions of law, and conditions of approval found in the Staff report.

Director Erickson remarked that the steep slope CUP was coming to the Planning Commission because the lot size is larger than a standard 25' x 75' lot, which can be approved administratively.

Planner Barhorst reported that this property previously went through a plat amendment to combine a lot and a half. The lot is 42' wide. The house is approximately 32 feet wide.

Chair Phillips opened the public hearing.

No public comment was received.

Chair Phillips closed the public hearing.

MOTION: Commissioner Kenworthy moved to APPROVE the application for a Steep Slope Conditional Use Permit for the property located at 84 Daly Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the Staff report. Commissioner Van Dine seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 84 Daly Avenue

1. The property is located at 84 Daly Avenue.
2. On April 21, 2020, the Planning Department received a complete application for a Steep Slope Conditional Use Permit (SS-CUP) for "Construction on a Steep Slope" at 84 Daly Avenue.
3. The property is located in the Historic Residential (HR-1) District.
4. The lot contains 3,858 square feet.
5. Per LMC 15-2.2-6(A)(2), a Steep Slope CUP is required for any Structure in excess of 200 square feet located on or projecting over an existing slope of 30% or greater. The average slope is 45-50% within the proposed footprint.
6. The proposal complies with LMC 15-2.2-2 Uses, as a Single-Family Dwelling is an Allowed Use in the HR-1 District.
7. The maximum Building Footprint for this Lot is 1,553 square feet, and the proposed Footprint is 1,546 square feet.
8. The proposal complies with the Front and Rear Setbacks. The minimum Front and Rear Setbacks are twelve feet (12') each, for a total of twenty-five feet (25'); the Applicant is proposing at least an approximate 31ft Front Setback and a 12ft Rear

Setback, for a total of 43ft.

9. The proposal complies with the Side Setbacks. The minimum Side Setbacks are five feet (5') each, for a total of ten feet (10').

10. The proposal complies with LMC 15-2.2-5, with a maximum height of twenty-seven feet (27') from Existing Grade. The maximum height of the proposed structure is 26 feet.

11. The proposal complies with LMC 15-2.2-5(A), maximum interior height is thirty-five feet (35') as the proposed interior height is 35 feet.

12. The proposal complies with LMC 15-2.2-5(B), ten foot (10') minimum horizontal step in the downhill façade.

13. The proposal complies with LMC 15-2.2-5(C) in that the Contributing Roof Form is between 7:12 and 12:12.

14. The proposal complies with 15-2.2-6(C)(1), Location of Development. The structure has been designed to step the building mass with the slope.

15. The proposal complies with 15-2.2-6(C)(2), Visual Analysis. The applicant submitted a photographic visual analysis, including street views with the proposed structure superimposed, to show the proposed streetscape and bird's eye views. As demonstrated by the visual analysis, the proposed structure fits within the context of the slope, neighboring structures, and existing vegetation.

16. The proposal complies with 15-2.2-6(C)(3), Access. The proposed twelve-foot (12') wide driveway located within the Front Setback ranges from a 6.6%-9.0% slope. The driveway leads to a single garage door.

17. The proposal complies with 15-2.2-6(C)(4), Terracing. The Applicant is proposing to use the Structure itself as the majority of retailing of Natural Grade. The applicant is not proposing to change grade more than four feet (4') around the periphery of the structure except for the placement of a window well and has largely maintained Natural Grade where possible.

18. The proposal complies with 15-2.2-6(C)(5), Building Location. The structure's footprint is located approximately 31ft from the front property line, which maximizes the open areas as viewed from the Primary Public Right-of-Way and provides for natural vegetation. The existing tree in the Front Yard will be replaced per the Landscape Plan (Exhibit X).

19. The proposal complies with 15-2.2-6(C)(6), Building Form and Scale. The structure is broken into small components that step along the existing site contours so that no greater than 2 stories in height can be seen in one building module. The single-car garage complies with the Historic District Design Guidelines and is designed as a tandem (2-deep) garage attached to the structure.

20. The proposal complies with 15-2.2-6(C)(7), Setbacks. The required Front/Rear Setback for a Lot with a Depth from 75ft to 100ft is 12ft with a total of 25ft. The Structure maintains an approximate 31ft Front Setback, and a 12ft Rear Setback.

21. The proposal complies with 15-2.2-6(C)(8), Dwelling Volume. The proposed design is broken into compatibly-scaled massing components. The design includes setback variations and lower building heights for portions of the structure. The proposed massing and architectural design components are compatible with both the volume and massing of single-family dwellings in the area. The design minimizes the visual mass and mitigates the differences in scale between the proposed single-family dwelling and surrounding structures.

22. The proposal complies with 15-2.2-6(C)(9), Building Height (Steep Slope). The proposed new construction complies with the twenty-seven feet (27') maximum building height requirement measured from existing grade.

23. The property was posted and notice was mailed to property owners within 300 feet on April 23, 2020. Legal notice was also published in the Park Record in accordance with requirements of the LMC on April 29, 2020.

24. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance).

25. The findings in the Analysis section of this report are incorporated herein.

Conclusions of Law – 84 Daly Avenue

1. The CUP, as conditioned complies with the Park City Land Management Code § 15-2.2-6.
2. The CUP, as conditioned, is consistent with the Park City General Plan.
3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval 84 Daly Avenue

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits. The CMP shall include language regarding the method of protecting adjacent structures.
3. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
4. This approval will expire on May 27, 2021, if a building permit has not been issued by the building department before the expiration date, unless an extension of this approval has been requested in writing prior to the expiration date and is granted by the Planning Director.
5. Plans submitted for a Building Permit must substantially comply with the plans reviewed and approved by the Planning Commission on May 27, 2020, and the Final

HDDR Design.

6. All new retaining walls within the rear and side setback areas shall not exceed six feet (6') in height measured from final grade and retaining walls within the front setback area shall not exceed four feet (4') in height measured from final grade. An exception may be granted by the City Engineer per LMC 15-4-2(A)(1).

7. Residential fire sprinklers are required for all new or renovation construction on this lot, per requirements of the Chief Building Official.

8. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore not regulated by the City for mine related impacts. If the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.

9. All exterior lighting, on porches, decks, garage doors, entryways, etc. shall be down directed and shielded to prevent glare onto adjacent property and public rights-of-way and shall be subdued in nature. Light trespass into the night sky is prohibited. Final lighting details will be reviewed by the Planning Staff prior to installation.

10. Construction waste should be diverted from the landfill and recycled when possible.

11. To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. When approved by the Planning Department in writing to be removed, the Significant Vegetation shall be replaced with equivalent landscaping in type and size. Multiple trees equivalent in caliper to the size of the removed Significant Vegetation may be considered instead of replacement in kind and size.

12. All excavation work to construct the foundation of the proposed single family dwelling shall start on or after April 15th and be completed on or prior to October 15th. The Planning Director may make a written determination to extend this period up to 30 additional days if, after consultation with the Historic Preservation Planner, Chief Building Official, and City Engineer, determines that it is necessary based upon the need to immediately stabilize an existing Historic property, or specific site conditions such as access, or lack thereof, exist, or in an effort to reduce impacts on adjacent properties.

6.b. Addendum to Technical Report #6 Historic Preservation Plan of the Amended and Restated Development Agreement for Flagstaff Mountain (2007).

Planner Hannah Tyler reported that the objective this evening was to discuss a proposed amendment to Technical Report #6 of the Amended and Restated Development Agreement for Flagstaff Mountain. Doug Ogilvy, representing the Empire Pass Owners Association, was also on the line. Planner Tyler noted that she would be

referring to the Empire Pass Owners Association as the EPMOA throughout her presentation.

Planner Tyler stated that the Staff brought forward an amendment to Technical Report #6 of the Amended and Restated Development Agreement. This amendment would adopt the 2019 Historic Preservation Plan update, which was completed by SWCA in August 2019. Planner Tyler reported that since August 2019, the City Council approved a Memorandum of Agreement, a MOA, and directed the Staff to have the Planning Commission amend Technical Report #6 to adopt the Historic Preservation Plan. At that meeting, the City Council also directed the Staff to work with and collaborate with the Park City Museum, the Friends of Ski Mining Mountain History, and the EPMOA. The Council wanted the Staff to prioritize projects and look specifically at the projects to be worked on in 2020.

Planner Tyler stated that the Staff organized a meeting in April with those parties to prioritize a list for all of the projects, and also those in 2020. In order to move forward, based on the priority list for the proposed 2020 projects, the Planning Commission must first amend this technical report. Planner Tyler explained that the Staff was trying to push on with the momentum to get the work done in 2020 so they can move forward with that progress.

Planner Tyler reiterated that the Technical Report #6 that was adopted in December 2001 was being amended. At that time, the Planning Commission approved 12 Technical Reports as attachments to the 1999 Flagstaff Mountain Resort. She pointed out that the actual amendment is to a 2007 MPD Development Agreement; however, Technical Report #6 did not change in 2007. Planner Tyler stated that last year the Park City Museum and members of the community voiced concern about historic preservation within the Flagstaff boundary during Planning Commission hearings. They expressed concern over compliance with the underlying 2001 obligations for projects that were in the pipeline.

At the time, and in response to that community concern, the Planning Commission requested that the City Council review an updated historic preservation plan to provide guidance and policy direction on how they would achieve compliance, and direct the Planning Commission to move forward with other projects within this boundary. In response, the EPMOA hired SWCA to complete the updated report, and that was to amend the 2001 technical report. SWCA completed that report in August 2019. Planner Tyler stated that the overall objective of the 2019 historic preservation plan was to assess the condition and compliance for 19 of the 21 resources that were originally identified in Technical Report #6. Two of those 21 resources are located outside of the

EPMOA boundary. For that reason, they are not reflected in this report and they were not surveyed.

Planner Tyler stated that after the report was provided to the City, the City Council held a study session in November 2019 and invited the Planning Commission. At that study session, the Staff provided an overview of the 2019 historic preservation plan, an overview of the draft MOA, as well as funding levels. In response to that study session, the City Council gave direction to put together a draft priority list for expenditures and asked that the Staff continue to work with the EPMOA on funding levels for that MOA.

Planner Tyler reported that after the study session, the Mayor and the City Staff negotiated a Memorandum of Agreement between the City and the EPMOA to prioritize those outstanding work requirements based on the 2019 historic preservation plan updated. The MOA also negotiated specific funding levels over a 20-year period. Planner Tyler stated that between November and February, several developers came to the table and proposed to contribute additional funding to the MOA, in addition to the EPMOA and also the City's reallocation of the real estate transfer fees. Planner Tyler remarked that in total, the MOA formalizes a \$1,405,000 investment in historic preservation over a 20-year period. That does not include the anticipated acquisition of the Daly West by Deer Valley. Planner Tyler stated that the MOA was ultimately approved by the City Council gave the Mayor direction to sign the MOA. That occurred in March 2020 and that was the last time the City Council gave the Staff direction to come back to the Planning Commission. Planner Tyler noted that an important piece is that the MOA stipulates that a historic preservation plan update would need to be submitted to the City prior to completing those work requirements. The preservation plan was submitted in November. The Council reviewed the priority list in February 2020 and directed the Staff to work with the groups she previously mentioned to review that list.

Planner Tyler summarized that the Staff met with those partners in March to discuss those projects, and they were looking to continue to build on that momentum and discuss the projects moving forward once the Planning Commission amends Technical Report #6 to adopt the historic preservation plan update.

Planner Tyler walked through the findings of the 2019 Historic Preservation Plan, as well as one technical adjustment that the Staff was proposing. She noted that there were three categories of outstanding work. One is building and structural preservation, the second is interpretive signs, and the third is revegetation of waste dumps. Planner Tyler stated that there were only two building resources that were required to complete

work in the 2001 agreement; the Judge Mining and Smelting Building and the Little Bell Ore Bin.

At the November 7th study session, the City Staff and City Council stressed the importance of immediate action for the compromised roof structure at the Judge Building. The EPMOA obtained permission to access that building and they have made excellent progress. Planner Tyler stated that this work was an effort to address immediate concerns to the structural stability of this site. The 2001 recommendation was for this structure to serve as an office or recreation building. The Staff recommendation was that EPMOA take necessary steps with the owner to stabilize the structure in order to provide seasonal protection from the elements. After they reached the stabilization phase, they would confirm future use and next steps depending on the needs of the end user. Planner Tyler pointed out that an end use needs to be identified and there will be work associated with that use on the interior. At this point, the primary concern was simply stabilization.

Planner Tyler asked Doug Ogilvy to talk about the awesome work that was done on the Judge Building. Mr. Ogilvy stated that after multiple visits to the Planning Commission they followed the Commission's guidance in November and tackled the Judge Building, which had suffered significant damage in the winter of 2018-2019. Right before Christmas they had a contractor on board and they immediately proceeded with stabilizing. Mr. Ogilvy remarked that the contractor did a great job moving through and by early February had roofed in the damaged sections of the building. By mid-March they stopped for the winter having put ice and water shield on the new section of roof installed. The contractor was back on site either this week or next week to complete the stabilization repairs, which involves putting a new galvanized roof on the south side of the building. They will also be repurposing some of the existing galvanized roof on the north side of the building, primarily to maintain the historical integrity of the roof to the extent possible. They would also be putting permanent doors into the front of the building and into the back portion. If anyone chose to walk up there in the winter, they would have been crawling through a small wooden door. They intend to put on steel doors that will provide future access. Mr. Ogilvy commented on a number of significant spruce trees hanging over the building, and they will have an arborist surgically remove trees they believe are endangering the building.

Mr. Ogilvy anticipated that the stabilization of the Judge Building will be completed by June 30th. The work already done does not preclude any future uses, but the license agreement they obtained from the building owner restricted them to the repairs at this time. Future uses will be another discussion.

Planner Tyler stated that the next structure is the Little Bell Ore Bin. She noted that the Friends of Ski Mountain Mining History and the Museum made great progress on this structure in the summer of 2019. They made improvements to the Little Bell by structurally stabilizing failed members and made related improvements to failed materials. This was in accordance with the 2001 historic preservation plan recommendation of additional stabilization. Planner Tyler noted that it was recommended 20 years ago and there was significant decay over that 20-year period from the initial photos.

Planner Tyler reported that there was still an outstanding obligation from the 2001 historic preservation plan because it recommended a permanent structure with an all-weather roof. The Staff interprets this as either a free-standing structure that would hover above the Little Bell, or a physical roof attached. The concept was reviewed by the Design Review Team and they reviewed the requirement in its two potential forms. They also talked to the Chief Building Official about the possibility of having to add a roof in what the structural requirements would be accommodate snow load.

Planner Tyler stated that between having to add either additional structural members to support a new snow load, or having a canopy hover above the structure, the Staff and the Design Review Team felt this would affect the historic integrity of this site. Between the work that was recently completed in 2019 and future inspections and seasonal monitoring, the Staff finds that this structure is in general compliance with the 2001 recommendation of maintaining the structural integrity. They also find that the addition of either a roof or a canopy structure will ultimately diminish the site and the historic integrity of this area in general.

The Staff requested that the Planning Commission remove that requirement based on what they know from a historic preservation standpoint. Planner Tyler asked if there was consensus that the Planning Commission was comfortable removing that requirement based on the feedback from the Design Review Team.

Commissioner Sletten clarified that there was no canopy or roof on the building when it was originally constructed, or at least as far back in history they could go. Planner Tyler replied that he was correct.

Commissioner Thimm asked if Planner Tyler was asking for consensus now. Planner Tyler thought it would be easier to get consensus now before they move on to other issues. Commissioner Thimm stated that he was in favor of proceeding as recommended without a roof either hovering or attached. Commissioners Sletten, Van Dine, and Hall concurred.

Planner Tyler noted that the Judge Building and the Little Bell Ore Bin were the only two structures that were required to have preservation in 2001.

The next category was interpretive signs. Planner Tyler reported that of the 19 resources, all were required to install interpretive signs. According to the 2019 historic preservation plan update, and based on input from the Park City Museum, only eight resources have installed those signs. There were still 11 outstanding interpretive signs. Planner Tyler noted that the 2019 update stated that the Judge Mining and Smelting Building did not install a sign. However, there was a sign and the Staff report reflects that clarification.

EPMOA is aware of what items on the list still need to be done and those things will be funded as they start to address each of the sites. At the time of restoration of each site, they will be proposing to add the signs.

Planner Tyler stated that the revegetation was the last category. She noted that only 11 resources that required revegetation. All have attempted revegetation but with differing success rates. Four of the 11 sites have completed the required revegetation. Considered completion is at least 90% revegetation. The remaining seven sources attempted revegetation but for unknown reasons they did not achieve that 90% threshold. Planner Tyler stated that the Staff identified those percentages that were identified by SWCA when they checked each site individually.

Planner Tyler stated that as they begin to tick through the MOA and each year for the next 20 years, they will begin to address some of these revegetation issues.

Planner Tyler commented on the "priority list". She noted that the 2019 Preservation Plan Update provided an in-depth analysis and assessment of all 19 resources. It included the current condition in 2019 and the preservation treatments that were recommended beyond the 2001 obligation. She thought it was an important distinction because some of the resources were not obligated to complete further historic preservation because they were still in operation at the time. A good example is the Daly West Mine and all associated buildings. It was left off the list even though many of those structures needed preservation in 2001.

Planner Tyler stated that the Staff recommended to the City Council that once compliance with the underlying 2001 obligation is achieved, that the City Council adopt a priority list of future resources that could receive additional historic preservation to ensure continued care and maintenance. Planner Tyler noted that the same chart

shown this evening was presented to the City Council. She pointed out that there were three different priority levels. The first priority was building structures and related site improvements. It replaces the ones that were required in 2001 and put more priority on the sites listed in the 2019 report. It channels all the sites that are an absolute priority because if something is not done soon, those sites will be lost.

Planner Tyler stated that when the Staff met with EPMOA, the Museum and the Friends of Ski Mountain Mining history was to assess how they would use the initial funding levels for the 2020 projects. She noted that some would carry over into 2021. Planner Tyler stated that the last big project for 2020 will be the Daly West Headframe and the associated buildings. They will be able to achieve compliance with a majority of the upfront money and then begin to tick off some of the lower priority, non-structural issues so they do not lose any of these important building.

Chair Phillips opened the public hearing.

No comments were received.

Chair Phillips closed the public hearing.

Commissioner Kenworthy thanked Planner Tyler and Doug Ogilvy, and all the Planning Department for making this happen.

Commissioner Sletten was pleased to see the Daly West headframe as a priority. He wanted to know what type of restoration was anticipated. Mr. Ogilvy stated that they retained a geo-technical engineer, a site surveyor, and they were talking to structural engineers. Deer Valley was in the process of acquiring the underlying land of the historical headframe itself from JSSD. EPMOA has met with the City, the Historical Society and with Deer Valley. Mr. Ogilvy stated that the geo-technical engineer has concerns about putting the headframe directly over the prior hole, and they were looking to see if there is a location in close proximity that works for Deer Valley and still ties into the historical. He understood that a number of members on the headframe would need to be replaced with modern members. Some of the other members just need to be straightened out. Mr. Ogilvy remarked that they first need to identify a location, and then work with a structural engineer to figure out how much of the structure can be retained. They will be reviewing that with the City and the Historic Preservation Board. Mr. Ogilvy believed they could stand the headframe back up in close proximity to the original site with more than 90% of the original structural members intact.

MOTION: Commissioner Kenworthy moved to ADOPT the 2019 Flagstaff Mountain Resort Historic Preservation Plan Update as an addendum to Technical Report #6 of the Amended and Restated Development Agreement for Flagstaff Mountain dated 2007.

Commissioner Thimm seconded the motion, adding “with concurrence to delete the roof structure from the Little Bell Ore Bin”.

VOTE: The motion passed unanimous.

6.C. 5000 Royal Street – Subdivision – Consideration of a 15-Lot Subdivision Located in the Deer Valley Master Planned Development (Application PL-10-04374)

Planner Ananth noted that Rory Murphy, representing the applicant, and his attorney were also on the line.

Planner Ananth stated that the applicant was proposing to create a 15-lot subdivision, known as Huntsman Estates, on a 40-acre parcel. The project contains more than four lots and is considered a major subdivision, which means the Planning Commission approves a preliminary plat and a final plat in accordance with the subdivision regulations. The site lies southeast of the runaway truck ramp off of Marsac Avenue between Marsac Avenue and Royal Street. Adjacent subdivisions include American Flag to the north and Belleterre to the east. The property is heavily wooded and contains a large single-family dwelling that would remain and occupy one of the proposed lots.

Planner Ananth noted that the Planning Commission held a work session on this project in February, and since that time, the applicant decided to break the project into two phases. Phase 1 would be the 15-lots subdivision. Phase 2 would involve an amendment to the Deer Valley MPD to bring the adjacently owned 20-acre parcel into the MPD and potentially give the applicant additional density that they may seek to transfer to this site.

Planner Ananth clarified that the application being reviewed this evening is solely for Phase 1, the 15-lot subdivision.

Planner Ananth stated that subdivisions are reviewed under Section 15-7 of the LMC. The proposed Huntsman Estate Subdivision creates 15 lots of record from the 40 acres site, plus one common area parcel, for a total of 16 lots. Single family dwellings are an allowed use within the District, and the applicant has agreed to Condition of Approval

#4, which limits the lots to single-family dwellings and accessory buildings. All of the proposed lots meet the requirements of the residential development district and the Deer Valley MPD. Prior to building permits being issued for individual lots, the Planning Department must review proposed plans for compliance with the architectural design guidelines.

Planner Ananth reported that the Deer Valley MPD authorizes density within the Deer Valley area. The Deer Valley MPD was originally approved in 1977, and it has been amended and restated twelve times. It was most recently amended in November of 2016.

Planner Ananth stated that in May of 1982, the property was approved by the Planning Commission for a 34-lot subdivision known as the Westview Subdivision, which was approved and platted. A road was graded in, but no further improvements were installed. Planner Ananth noted that the property was purchased by the Huntsman family in 1987, and the Planning Commission approved the vacation of the 1982 Westview Subdivision and a 15-unit MPD.

Planner Ananth stated that Exhibit C of the Staff report notes that the applicant did not intend to subdivide the parcel, but that one unit would be built immediately, and the remaining 14 units would be built over time. The dwellings would all be family owned. Planner Ananth pointed out that only one unit was built on the 40-acre site, as well as a few accessory buildings.

Planner Ananth stated that at the February work session the Planning Commission request four items after discussion of the proposed project. The Planning Commission also decided that a traffic study was not required as the density is already contemplated in the Deer Valley MPD, and the applicant is proposing a van shuttle service that will serve the site.

Planner Ananth remarked that one question raised was what the site looks like from the road. She presented a slide showing that the site is just west of Royal Street and that there is currently an access gate on to the property. She noted that the site slopes away from Royal Street down the hill towards Marsac Avenue. The Belleterre Subdivision is east and uphill of the proposed Huntsman Estates. Planner Ananth stated that even though the existing house on the site was granted an exception from the building height limitation, it is not visible from the street due to the topography of the site being below the road and the ridge line, as well as the site being heavily wooded. Planner Ananth remarked that the house is visible to those uphill in the Belleterre and from the Golden Eye Road area. It is not visible from Main Street and the historic core.

The applicant was not looking for further height exceptions for any of the proposed lots.

Planner Ananth stated that in accordance with the general subdivision requirements, which requires a plan that addresses limits of disturbance and vegetation protection, the applicant identified the limits of disturbance in Exhibit M to the Staff report on the proposed lots, which take into account front and side setbacks. The proposed LODs range from 9,000 square feet to 25,000 square feet. It is based on lot size, with the average LOD being 13,000 square feet or 34% of the lot area.

Planner Ananth presented a chart outlining the average lot size, which is just over an acre, as well as the proposed LOD area.

Planner Ananth noted that the applicant had submitted a forest assessment, which was Exhibit N to the Staff report. Key findings include that the forest is predominantly made up of a mix of white fir and blue spruce species, as well as gamble oak and aspen trees. The overall forest is reported as being healthy but could benefit from some additional management in the form of thinning and dead tree removal. There was a noticeable amount of beetle kill on the site and in the general area. Planner Ananth stated that the forest assessment recommends that healthy trees or groups of trees need to be identified for preservation and protection as the lots are developed. This includes consideration of the critical root zone of protected trees during construction activity. The assessment also recommends fire mitigation strategies such as creating three different defensible space zones. Most of the flammable vegetation would be removed from Zone 1 within the first 15' to 30' from the structure. Zone 2 would extend 100' from the structure and would include removal of weakened, diseased, and dead trees in an effort to reduce flammable fuels and fire intensity. Zone 3 would be the area that is more than 100' from the structure and would include general best practices for forest management, including removal of dead trees.

Planner Ananth noted that Condition of Approval #9 includes the above recommendations consistent with the forest assessment.

Planner Ananth remarked that the applicant had also submitted a visual analysis, which is Exhibit P of the Staff report. The applicant notes that the average house size of the house modeled in the analysis is approximately 10,000 square feet. Each individual analysis included views from City Hall, the top of Main Street, from Sampson Avenue, and from the eight typical vantage points laid out in the Sensitive Land Overlay Zone regulations. Planner Ananth stated that the submitted visuals confirm that the site will have a minimal impact on the City, including limited ridgeline intrusion due to the existing large evergreen trees on the site. The built site will be most visible to adjacent

properties that are sited above the project. However, those properties have a substantial buffer of existing trees.

Planner Ananth presented a photograph that identified the subject property from the intersection of Main and Heber, which is one of the eight typical vantage points in the Sensitive Lands Overlay Zone. An arrow pointed to the general area of the proposed subdivision. She noted that the development has been overlaid into the existing forest.

Chair Phillips asked if the roofs shown were superimposed into the photograph. Planner Ananth answered yes and noted that none of the roofs intrude into the ridgeline.

Planner Ananth stated that there are single and double-track bike trails on the applicant's adjacent 20-acre parcel, which are the Rossi Hill and Lookout Trails. The City would like to acquire easements on those trails in order to maintain and improve the trails as necessary. The trail easements were addressed in Condition of Approval #12. Planner Ananth reported that the applicant was pushing back on the condition and preferred to address the easements when and if Phase 2 moves forward.

Planner Ananth stated that the Open Space and Trails Coordinator also recommended a condition that the applicant grant an easement to the City and post a bond of \$25,000 for the construction of a new trail connection between the intersection of the Lookout and Rossi Hill trails and Royal Avenue. She indicated the new proposed trail shown in green, which approximates the area of the trail in general. It was not a specific layout. She noted that it connects to the existing trails and to Royal Street and the idea is to eventually link with the Tour de Homes Trails located across Royal Street. Planner Ananth stated that it is a nice connection for alternative modes of transportation, including pedestrian or bikers. The applicant is willing to post a bond and they would like to work further with the Sewer District and the Open Space and Trails Coordinator on the actual placement and location of the trails as the project moves forward.

Planner Ananth stated that as the project is contemplated with two phases the Planning Department also recommends a condition of approval that should Phase 2 move forward, the applicant would deed the adjacent 20 acre parcel to the City as natural recreation and open space, which would extend the existing ROS corridor. Planner Ananth noted that the adjacent parcel is currently zoned Estate. Zoning it ROS would make it contiguous with the larger area. She pointed out that the actual project site is within the MPD and is zoned RD.

Planner Ananth stated that the Staff finds good cause for this subdivision, as it is consistent with the density location and uses identified in the Deer Valley Master

Planned Development where it assigns 15-units of density. The project is in keeping with the goals of the General Plan for the Upper Deer Valley neighborhood to create a limited number of single-family homes supporting the resort neighborhood. Development clusters exist within pods, and each pod is surrounded by recreational open space. An extensive trails system provides for hiking and biking in the summer and connects Deer Valley to the Main Street area. This project will contribute to the trails system and further connect the neighborhood to the Main Street core. This project will create an on-call van service program that will support carpooling to the ski slopes and the Main Street area, particularly during peak periods.

Rory Murphy clarified that he was representing the Huntsman family, who is the applicant. Mr. Murphy noted that the trails discussion came up late last week. He commented on two issues. One issue was Findings of Fact #23 and Condition of Approval #12, where the 20-acre parcel is included for the hiking trail. Given that it would be in Phase 2, the applicant believes it should be covered at that time and not in Phase 1. The applicant would like to keep the two projects separate and the 20-acre parcel is not part of the application at this time. A second issue would be Finding of Fact #24 and Condition of Approval #13. The applicant would like to work with the Open Space and Trails Coordinator, Heinrich Deters, to work out the trail alignment. He emphasized that the applicant was not opposed to the trail or posting the \$25,000 bond. They would just like to provide input on the location of the trail. Mr. Murphy stated that the Snyderville Basin Sewer District is planning to significantly upgrade the infrastructure and currently it is uncertain where the trail will be located. The applicant is agreeing to do the trail, but they would like to do it jointly with the City Trails coordinator.

Commissioner Thimm asked if Mr. Murphy was suggesting that they revise but not remove the conditions of approval and the findings of fact; or whether he would like them removed until Phase 2. Mr. Murphy requested that they strike Finding #23 and Condition #12, because they specifically address the 20-acre parcel that is no longer part of this application. It is part of the Phase 2 application. He did not believe the finding and the condition belonged in this application approval. Regarding Finding #24 and Condition #13, Mr. Murphy requested deleting the last line "shall follow the sewer line easement". He also suggested adding "to the satisfaction of the Park City Trails coordination and in coordination with the applicant" to the end of the first sentence.

Commissioner Sletten noted that the Planning Commission received an email later this afternoon from the American Flag HOA that raised questions with respect to fire management plans and forest assessment. Another question addressed the number of

home sites. He asked if Mr. Murphy had seen the email and whether he was prepared to comment.

Mr. Murphy stated that the applicant strongly agreed with the fire suppression comments. They intend to follow all directions from the Fire Marshall and the recommendations outlined in the Arborist report. Mr. Murphy remarked that that were common sense measures that need to be taken. He thought Planner Ananth had done a good job making those a requirement of the subdivision. Mr. Murphy did not understand the second issue raised in the email because most of the American Flag lots are considerably smaller than the lots being proposed. In addition, 50% of the homes are larger than what was indicated. Mr. Murphy could only say that the proposed plan is a good plan and they are within what was outlined for that property and what was outlined in the Deer Valley MPD. He was not sure how to address that question from American Flag. Their proposal has a large variety of lots and the lowest size is .54 acres.

Commissioner Sletten read the second paragraph from the email, "The City regulations would permit 14 home sites on the land mass, but the applicant desires two more in density in exchange". Mr. Murphy thought that reflected the earlier conversation at the February work session where the applicant had discussed including the 20 acres in this proposal. The clear direction from the Staff following that meeting was that they could do it, but it would require amending the Deer Valley MPD.

Commissioner Hall asked Planner Ananth to bring up the slide showing the suggested revised conditions. Planner Ananth noted that she had not stricken Condition #12, but she understood from Mr. Murphy that the applicant would like to eliminate Condition #12. She pointed out that she did revise Condition #13. Commissioner Hall understood that there would not be easement over the other parcel. Planner Ananth replied not at this time; however, when and if the applicant moves forward with Phase 2 the City would seek the easement at that time. Commissioner Hall asked if the new connection would still be possible. Planner Ananth answered yes. Commissioner Hall asked if the 20-acres is pulled in, whether they would add an extra loop or whether it would be omitted entirely. Mr. Murphy replied that the applicant would have another trail obligation upon submitting for Phase 2. Planner Ananth pointed out that those trails would remain in public use as they are today, even though they are on private property. Mr. Murphy stated that the trails would be memorialized at that time. They would also memorialize the trail in Phase 1 as well. Currently, they are not official trails and the City has no easement for them now.

Commissioner Sletten clarified that if they decide to amend Finding #24, they also need to amend Condition of Approval 13 with respect to the alignment along the sewer. Commissioner Thimm pointed out that Finding #23 would be deleted and Finding #24 would be amended.

Chair Phillips opened the public hearing.

eComments were submitted. All public comments received before and during the meeting were included in the record.

Planner Jackson read the eComment that was received.

Shawn Kelleher remarked that given the cost of moving these trails and keeping them available to all users, the trails reconfiguration should be done now. The trails in question are the only direct access from Rossi Hill to various uphill locations, and as a Rossi Hill full-time resident they use these trails all the time. Mr. Kelleher thought \$25,000 was inconsequential to the developer. They should do the trails now.

Chair Phillips closed the public hearing.

Commissioner Hall referred to the public comment regarding the trail and asked if doing it now was an option. Commissioner Thimm pointed out that there was no existing easement. Mr. Murphy reiterated that the applicant is committed to doing the trail and will post the \$25,000 as a condition of the plat recordation. He has had long conversations with Mr. Deters, the Trails Coordinator, and he is comfortable with that approach.

Commissioner Kenworthy asked if Mr. Murphy would be comfortable adding a time frame. Mr. Murphy thought 60-90 days would be sufficient because the center line needs to be surveyed.

Greg Cropper, Legal Counsel for the applicant, suggested that there might be an issue with the language specifically calling out what trails they would connect to. Planner Ananth thought they could finesse actual language that would work for the applicant. She suggested vague language stating that the applicant shall grant an easement and post a bond with the City for a connector trail from Royal Street to the trails on their adjacently owned property, in coordination with the open space trails coordinator and the Snyderville Basin Sewer District.

Director Erickson stated that since this was a recommendation to the City Council, the Staff could work on the final language before it goes to the City Council.

The Staff recommended that the Planning Commission consider waiving the preliminary plat requirement and forward a positive recommendation for consideration by the City Council at their June 25th meeting, based on the findings of fact, conclusions of law, and conditions of approval found in the draft ordinance and as amended this evening.

Planner Ananth clarified that the revised Findings and Conditions would strike Finding #23 and Condition #12; and eliminate the last portion of the sentence for Finding #24 and Condition #13.

MOTION: Commissioner Sletten moved to forward a POSITIVE recommendation to the City Council for the 5000 Royal Street Subdivision for consideration at their June 25th meeting, in accordance with the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the draft ordinance and as amended this evening and renumbered. Commissioner Thimm seconded the motion.

Commissioner Hall requested that the Staff draft language regarding a time frame for the trail prior to this going to the City Council.

VOTE: The motion passed unanimously.

Findings of Fact – 5000 Royal Street

1. The property contains 40.69 acres and is zoned Residential Development (RD) and is located within the Deer Valley MPD Overlay.
2. 5000 Royal Street is improved with a large family estate house as well as accessory buildings including a carriage house and underground garage.
3. The Parcel is known as the Westview Parcel located in the North Silver Lake Community of Deer Valley and is assigned 15 Density Units in Exhibit 1 of the Twelfth Amendment and Restated Deer Valley MPD with one Unit already developed.
4. The Subdivision is classified as a Major Subdivision according to LMC Section 15-7.1-3(A)(2) as it contains four (4) or more lots. The subdivision contains 16 lots including one common parcel.
5. Staff checked for compliance with the Deer Valley MPD and Deer Valley is compliant with its Employee Housing obligations.
6. There are no Maximum House Size limitations or Unit Equivalent limitations on this parcel.

7. Building Height is limited to 28 feet for this parcel with an exception for the existing house which was granted in 1987 as part of the Conceptual MPD approval for the Westview MPD.
8. This Subdivision vacates the previous Westview MPD.
9. Nothing in this approval shall prevent the applicant from transferring up to two Units of density from the adjoining Estate zoned 19.51-acre parcel into this Subdivision in the future subject to a Plat Amendment, an amendment to the Deer Valley MPD and the dedication of this adjacent parcel to the City as Open Space.
10. The proposed Major Subdivision has been reviewed for compliance with all Sections of LMC 15-7, Subdivision General Provisions.
11. Single Family Dwellings are an allowed Use within the RD District.
12. Lockout Units require a CUP.
13. Nightly Rentals are allowed in the area unless HOA rules prohibit them.
14. The proposed 15 lots and Common Area Parcel meet the Lot and Site Requirements of the RD Zone and the Deer Valley MPD.
15. All future buildings shall be reviewed for compliance with the Architectural Design Guidelines of LMC Section 15-5.
16. The applicant submitted a Forrester Assessment from a certified arborist that evaluated the health and viability of the site and makes recommendations on thinning and removing dead standing trees in order to balance the need for tree removal for forest health, build out and wildfire prevention with the visibility of the site.
17. Care shall be taken in the siting of houses and driveways to limit the removal of Significant Vegetation. The applicant submitted LOD Areas for each of the individual lots in a file titled Lot Exhibit dated 4/15/20.
18. The property is located outside the Park City Landscaping and Maintenance of Soil Cover Ordinance.
19. A 40-foot right-of-way will serve the Subdivision from Royal Street. The road will be private and will be maintained by the Homeowner's Association but shall be constructed to City Standards.
20. The Snyderville Basin Sewer Improvement District has an easement for a sewer trunk line through this property that will be maintained.
21. The applicant submitted a Visual Analysis of what the development may look like at full build out from the Historic District and various other points in Park City with considerations made for removal of Significant Vegetation. The Visual Analysis shows that the site as developed should have minimal visual impact on the Historic District.
22. There should be minimal impact on surrounding properties including shadows, loss of solar access, air circulation, views or ridgeline intrusion due to required setbacks

and because the building height limitation of 28 feet is less than the height of surrounding trees.

23. Also in compliance with LMC Section 15-7.3-8, Sidewalks, Hiking Trails, Bike Paths, and Horse Trails, the applicant has agreed to grant an easement to the City and post a bond with the City up to \$25,000 for the construction of a new trail connection between the intersection of the Lookout and Rossi Hill Trails and Royal Street. This new trail would provide a connection for alternative forms of transportation between Old Town and Deer Valley.

24. The traffic impacts for this 15-lot Subdivision are expected to be well within the capacity of Royal Street. In order to reduce traffic from the Subdivision the applicant is proposing an on-call van that will transport owners and guests to the Silver Lake area as well as the Main Street core and the surrounding resorts.

25. A traffic Study was not required for this application as the Deer Valley MPD accounts for 15 Units of Density on the site.

26. The applicant has agreed to cooperate with and not restrict or obstruct aerial transportation that may be developed in the future over the property.

Conclusions of Law – 5000 Royal Street

1. There is Good Cause for the Huntsman Estates Subdivision. The proposed Subdivision complies with the Land Management Code requirements and the Deer Valley MPD and is within the Density previously approved for the parcel in 1987.
2. The Huntsman Estates Subdivision is consistent with the 2014 Park City General Plan and the Park City Land Management Code including Sections 15-7.1-3(C) and 15-12-15(B)(4) and (9) and applicable State Law regarding Subdivisions.
3. Neither the public nor any person will be materially injured by the proposed Subdivision.
4. Approval of this Subdivision does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval – 5000 Royal Street

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Subdivision Plat for compliance with State Law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat at the County within two (2) years from the date of City Council approval. If recordation has not occurred within two (2) years time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A Plat Note shall indicate that all roads, cut-de-sac and utilities shall conform to

current City Standards.

4. A Plat Note shall indicate that the lots are limited to Single Family Dwellings and Accessory Buildings.

5. A Plat Note shall indicate that all buildings in the Huntsman Estate Subdivision shall be fire sprinkled on both the interior and exterior.

1310

6. A Plat Note shall indicate that the overall development parcel shall contain a minimum of 88% open space and otherwise comply with the Deer Valley MPD and all applicable zoning regulations including building height of 28 feet.

7. A Plat Note shall indicate that all building must be within the LOD Area shown on Lot Exhibit dated 4/15/20. Minor adjustments to the LOD Area shall be allowed by the Planning Director so long as the size of the LOD Area on the lot remains the same.

8. A Plat Note shall indicate that none of the amenities shall have exterior lighting meant to allow for nighttime use.

9. A Plat Note shall indicate that prior to the issuance of building permits for individual lots the applicant or owner of the lot shall submit a certified Arborists Assessment of the lot that analyzes the health and viability of all Significant Vegetation on the property within 100 feet of the LOD, includes a Tree Preservation Plan that indicates trees proposed for removal, how trees will be protected during construction and a tree replacement plan. Plans shall also indicate that trees shall be limited within a 15-foot radius of the house and that diseased and dead trees within 100 feet of the house will be removed, consistent with the submitted Forrest Assessment dated March 28, 2020.

10.A Plat Note shall indicate that if the developer encounters mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.

11.A Plat Note shall indicate that no private driveways will be permitted from Royal Street.

12.The applicant shall grant an easement and post a bond with the City up to \$25,000 for the construction of a new trail connection between the Lookout Trail and Royal Street.

13.Should the applicant move forward with Phase 2 of this project, a Condition of approval will be placed on the Plat Amendment that the applicant shall deed the adjacent parcel to the City as natural Recreational Open Space.

14.A Plat Note shall indicate that the Subdivision shall be served by an on-call van/shuttle service that will transport owners and guests to the Silver Lake area as well as the Main Street core and the surrounding resorts during peak vacation/holiday weeks in order to minimize the traffic impact from this Subdivision. At a minimum this shall include holiday weeks and three-day weekends in perpetuity. The shuttle shall utilize Royal Street and shall not utilize Hillside Avenue.

15.A Construction Management Plan that explicitly prohibits parking on Royal Street during construction will be required prior to the issuance of any building permits.

16.A Plat note shall indicate that there shall be no further subdivision of these 15 lots with the exception of Additional Land East and Additional Land West subject to an Amendment of the Deer Valley MPD and the incorporation of the adjacent PC-S-46-B-1 into the DV MPD as Open Space and dedication of this parcel to Park City Municipal Corporation.

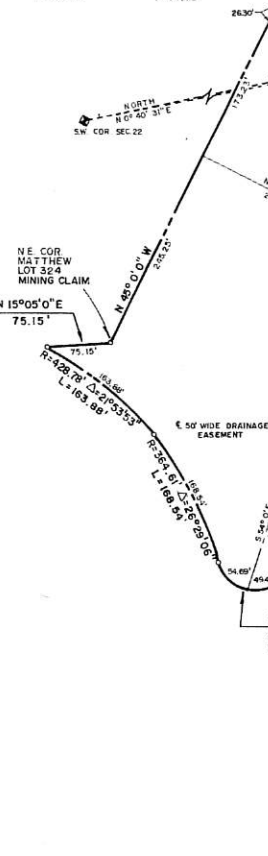
17.The Huntsman Estates Subdivision development exceeds one (1) acre and shall meet the requirements of the municipal separate storm sewer system (MS4) storm water program. A plat note shall indicate that each lot within this common development shall be required to obtain a MS4 storm water permit prior to any construction activity.

The Planning Commission Meeting adjourned at 9:30 p.m.

Approved by Planning Commission: _____

ROAD CURVE DATA

A R=40.00' L=58.79' A=83°50'0" T=36.07'	F R=240.00' L=117.29' A=289°30'0" T=59.84'	K R=35.27' L=54.01' A=71°30'0" T=25.39'
B R=88.00' L=162.04' A=108°30'0" T=115.73'	G R=400.00' L=76.79' A=110°0'0" T=38.52'	H R=505.00' L=528.40' A=57°40'0" T=289.02'
C R=158.66' L=238.76' A=86°35'0" T=149.47'	I R=150.00' L=72.87' A=127°50'0" T=37.17'	J R=75.00' L=117.55' A=89°50'0" T=74.78'
D R=450.00' L=134.17' A=170°05'0" T=67.59'		
E R=250.00' L=226.92' A=44°50'0" T=119.63'		



BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 266.45 FT. AND WEST 350.68 FT. FROM THE S.W. CORNER OF SEC. 22, T.2 S., R.4 E., S.1 B. & M., SAID POINT ALSO BEING THE S.E. CORNER OF THE PORT ARTHUR MINING CLAIM NO. 5762; THENCE N 19°11'0" E ALONG THE EAST LINE OF SAID MINING CLAIM 476.10 FT. TO THE N.E. CORNER THEREOF; SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SINGER MINING CLAIM NO. 5763; THENCE S 79°53'46" E ALONG THE SOUTHERLY LINE OF SAID CLAIM 433.58 FT. TO A POINT OF INTERSECTION WITH A LINE EXTENDED FROM NORTHEASTLY CORNER OF TRUMP MINING CLAIM NO. 265 AND S.W. CORNER OF FRACTION MINING CLAIM NO. 5763; THENCE N 10°28'40" E ALONG WESTERLY LINE OF FRACTION MINING CLAIM NO. 5763; THENCE N 10°28'40" E ALONG AMERICAN FLAG SUBDIVISION 701.53 FT. TO A POINT OF INTERSECTION WITH THE WEST R.O.W. LINE OF RECORDED LAKE FLAT C ROAD; AND FOLLOWING SAID R.O.W. NEXT FIVE COURSES: 1) S 19°01'35" E 177.29 FT. TO A POINT ON A 936.65 FT. RADIUS CURVE TO THE LEFT (CENTER BEARS N 70°58'25" E 536.65 FT. OF WHICH CENTRAL ANGLE IS 15°08'53"); 2) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 247.64 FT. TO A POINT OF TANGENCY; 3) THENCE S 34°10'28" E 211.53 FT. TO A POINT ON A 175.60 FT. RADIUS CURVE TO THE RIGHT (CENTER BEARS S 58°40'30" W 175.60 FT. OF WHICH CENTRAL ANGLE IS 49°07'46"); 4) THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE 134.79 FT. TO A POINT OF TANGENCY; 5) THENCE S 08°17'18" W 10.35 FT. TO A POINT ON THE WESTERLY R.O.W. OF RECORDED LAKE FLAT D ROAD; SAID POINT ALSO ON A 140.00 FT. RADIUS CURVE TO THE RIGHT (CENTER BEARS N 80°02'42" W 140.00 FT. OF WHICH CENTRAL ANGLE IS 95°52'12"); 6) THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE 234.25 FT. TO A POINT OF TANGENCY; 7) THENCE N 74°41'30" W 215.36 FT. TO A POINT ON A 2456.77 FT. RADIUS CURVE TO THE RIGHT (CENTER BEARS N 6°49'30" E 2456.77 FT. OF WHICH CENTRAL ANGLE IS 04°48'50"); 8) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 177.83 FT. TO A POINT ON A 532.64 FT. RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS S 19°58'20" W 532.64 FT. OF WHICH CENTRAL ANGLE IS 20°33'0"); 9) THENCE S 89°25'20" W 100.45 FT. TO A POINT ON A 467.41 FT. RADIUS CURVE TO THE LEFT (CENTER BEARS S 0°34'40" E 467.41 FT. OF WHICH CENTRAL ANGLE IS 79°25'20"); 10) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 66.28 FT. TO A POINT OF TANGENCY; 11) THENCE S 19°05'0" E 69.67 FT. TO A POINT ON A 435.00 FT. RADIUS CURVE TO THE LEFT (CENTER BEARS S 76°0'0" E 435.00 FT. OF WHICH CENTRAL ANGLE IS 07°0'0"); 12) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 356.83 FT. TO A POINT OF TANGENCY; 13) THENCE S 33°0'0" E 494.50 FT. TO A POINT ON A 450.00 FT. RADIUS REVERSE CURVE TO THE RIGHT (CENTER BEARS S 57°0'0" W 450.00 FT. OF WHICH CENTRAL ANGLE IS 17°30'40"); 14) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 100.15 FT. TO A POINT ON A 364.61 FT. RADIUS REVERSE CURVE TO THE LEFT (CENTER BEARS S 0°30'40" W 364.61 FT. OF WHICH CENTRAL ANGLE IS 26°29'06"); 15) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 162.54 FT. TO A POINT ON A 428.78 FT. RADIUS COMPOUND CURVE TO THE LEFT (CENTER BEARS S 21°58'26" E 428.78 FT. OF WHICH CENTRAL ANGLE IS 21°58'26"); 16) THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 163.88 FT. TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF MATTHEW MINING CLAIM; THENCE N 15°05'0" E ALONG THE EASTERLY LINE OF MATTHEW MINING CLAIM 75.15 FT. TO N.E. CORNER THEREOF; THENCE N 49°00'0" W 762.25 FT. TO A POINT ON THE EASTERLY LINE OF YALUP LOT 264 MINING CLAIM; THENCE N 74°28'10" W 69.67 FT.; THENCE N 15°31'50" E 219.26 FT. TO THE POINT OF BEGINNING. CONTAINS 40.6921 AC.

SURVEYOR'S CERTIFICATE

I JAMES G. WEST DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 3082 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED HEREWITH, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND PRIVATE STREETS TO BE HEREINAFTER KNOWN AS WESTVIEW, AND THAT THE SAME HAS BEEN SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

I FURTHER CERTIFY THAT IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW.

James G. West
JAMES G. WEST, R.L.S. NO. 3082
DATE May 6, 1982

ACKNOWLEDGEMENT

STATE OF UTAH
COUNTY OF SUMMIT

ON THE 14th DAY OF May, 1982, PERSONALLY APPEARED BEFORE ME *John E. Miller*, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE IS THE VICE PRESIDENT OF ROYAL STREET OF UTAH, A UTAH CORPORATION, WHICH IS THE GENERAL PARTNER OF DEER VALLEY RESORT COMPANY, A UTAH LIMITED PARTNERSHIP, AND THAT THE WITHIN AND FOREGOING OWNERS CONSENT TO RECORD WAS SIGNED ON BEHALF OF SAID CORPORATION AS SUCH GENERAL PARTNER, AND SAID *John E. Miller* DULY ACKNOWLEDGED TO ME THAT SAID PARTNERSHIP EXECUTED THE SAME.

Laurie M. Pergande
NOTARY PUBLIC
3-16-83
COMMISSION EXPIRES
Park City, Utah
RESIDING AT



OWNERS CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: THAT DEER VALLEY RESORT COMPANY, A UTAH LIMITED PARTNERSHIP, THE OWNER OF THE HEREIN DESCRIBED TRACT OF LAND, HEREBY CAUSES THE SAME TO BE DIVIDED INTO PRIVATE STREETS, COMMON AREAS, AND PARCELS AS SET FORTH IN THE ABOVE PLAT. HEREAFTER TO BE KNOWN AS WESTVIEW SUBDIVISION, A PLANNED UNIT DEVELOPMENT. SAID PRIVATE STREETS AND COMMON AREAS ARE NOT DEDICATED TO THE PUBLIC, BUT SHALL BE FOR THE USE OF THE PARCEL OWNERS, THEIR INVITEES AND GUESTS, SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR WESTVIEW SUBDIVISION, A PLANNED UNIT DEVELOPMENT, WHICH WILL BE RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SUMMIT COUNTY, UTAH, CONCURRENTLY WITH THE RECORDING OF THIS PLAT.

ALSO THE OWNER HEREBY DEDICATES TO PARK CITY MUNICIPAL CORPORATION, SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, AND SUMMIT COUNTY A NON-EXCLUSIVE EASEMENT OVER THE STREETS, DRIVEWAYS AND UTILITY EASEMENTS SHOWN ON THIS PLAT FOR THE PURPOSE OF PROVIDING ACCESS FOR UTILITY MAINTENANCE AND TO PROVIDE EMERGENCY SERVICES TO THE WESTVIEW SUBDIVISION.

EXECUTED THIS 7th DAY OF MAY, 1982
DEER VALLEY RESORT COMPANY
BY ROYAL STREET OF UTAH
ITS GENERAL PARTNER
BY *John E. Miller*
JOHN E. MILLER, VICE PRESIDENT

CITY COUNCIL APPROVAL

PRESENTED TO THE BOARD OF PARK CITY COUNCIL THIS 17th DAY OF June, A.D. 1982, AT WHICH TIME THIS RECORD OF SURVEY WAS APPROVED

John C. Buehler
CITY CLERK
MAYOR

CITY ENGINEER

APPROVED AND ACCEPTED BY THE PARK CITY ENGINEERING DEPARTMENT ON THIS 1st DAY OF JUNE, A.D. 1982.

Eric W. DeGroot, P.E.
CITY ENGINEER

CITY PLANNING COMMISSION

APPROVED AND ACCEPTED BY THE PARK CITY PLANNING COMMISSION ON THIS 9th DAY OF June, A.D. 1982.

H. Gregory Lamm
CHAIRMAN

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS 16 DAY OF June, A.D. 1982.

Thomas E. Clark
CITY ATTORNEY

RECORDED

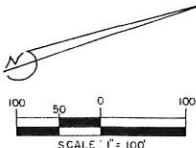
NO. 192634
STATE OF UTAH
COUNTY OF SUMMIT
RECORDED AND FILED AT THE REQUEST OF:
Associated Title Co.
DATE: 6-21-82 AT: 3:15
\$29.50
FEES COUNTY RECORDER

J.J. Johnson & Associates

Park Meadows Plaza,
Highway 248
Park City, Utah 84060
(801) 649-9811



DEDICATION PLAT OF
WESTVIEW
A PLANNED UNIT DEVELOPMENT - 34 LOTS
LOCATED IN THE EAST HALF OF SEC. 21, AND
WEST HALF OF SEC. 22, T.2 S., R.4 E.,
SALT LAKE BASE & MERIDIAN



LEGEND

- △ BUILDING POINT
- ① LOT NUMBER
- BUILDING PAD
- MONUMENT

SQ. FOOTAGE OF LOTS & ADDRESS

LOT	#	ACRES	SQ. FT.	ADDRESS
1	20539	SF	5550	WESTVIEW COURT
2	23793	SF	5600	WESTVIEW COURT
3	13156	SF	5650	WESTVIEW COURT
4	70284	SF	5575	WESTVIEW COURT
5	63623	SF	5535	WESTVIEW COURT
6	39373	SF	5485	WESTVIEW COURT
7	26366	SF	5445	WESTVIEW DRIVE
8	20210	SF	5425	WESTVIEW DRIVE
9	22966	SF	5405	WESTVIEW DRIVE
10	19462	SF	5375	WESTVIEW DRIVE
11	20642	SF	5335	WESTVIEW DRIVE
12	20756	SF	5295	WESTVIEW DRIVE
13	20726	SF	5255	WESTVIEW DRIVE
14	21452	SF	5215	WESTVIEW DRIVE
15	20172	SF	5175	WESTVIEW DRIVE
16	23503	SF	5135	WESTVIEW DRIVE
17	27304	SF	5105	WESTVIEW DRIVE
18	48772	SF	5055	WESTVIEW DRIVE
19	34979	SF	5015	WESTVIEW DRIVE
20	126680	SF	4915	WESTVIEW DRIVE
21	102301	SF	4855	WESTVIEW DRIVE
22	115694	SF	4805	WESTVIEW DRIVE
23	136492	SF	4735	WESTVIEW DRIVE
24	71908	SF	4665	WESTVIEW DRIVE
25	114592	SF	5070	WESTVIEW DRIVE
26	23275	SF	5130	WESTVIEW DRIVE
27	19838	SF	5170	WESTVIEW DRIVE
28	20260	SF	5210	WESTVIEW DRIVE
29	23856	SF	5255	WESTVIEW DRIVE
30	20625	SF	5290	WESTVIEW DRIVE
31	20873	SF	5330	WESTVIEW DRIVE
32	17052	SF	5360	WESTVIEW DRIVE
33	17755	SF	5410	WESTVIEW DRIVE
34	2707	SF	5410	WESTVIEW DRIVE
35	28139	SF	5410	WESTVIEW DRIVE
36	18840	SF	5410	WESTVIEW DRIVE
37	17680	SF	5410	WESTVIEW DRIVE
38	18867	SF	5410	WESTVIEW DRIVE

PARK CITY

Community Development/Engineering
Building and Planning Departments

December 17, 1987

Karen Huntsman
c/o Pat Price
2000 Eagle Gate Tower
Salt Lake City, UT 84111

NOTICE OF PLANNING COMMISSION ACTION

Project Name: Conceptual MPD Approval for Westview MPD

Project Description: To vacate the Westview Subdivision plat and to gain MPD approval for a family compound of up to 15 units

Date of Meeting: December 16, 1987

Action Taken By Planning Commission: APPROVED with conditions

Conditions of Approval:

1. Prior to issuance of building permits, Deer Valley and the applicant shall propose an alternative trail location and shall dedicate such easement as a public trail, subject to approval by staff.
2. Prior to building permit issuance of the first dwelling, the Westview Subdivision Plat shall be vacated.
3. Prior to any construction commencing on the site, the City Engineer shall review and approve the road and utility design.
4. Prior to construction of the third dwelling, the road and utilities must be brought up to minimum fire standards.
5. This MPD is not a subdivision. If the applicant ever desires to subdivide, all road and utility improvements will have to be brought up to City Standards consistent with the Park City Standard Design and Construction Specifications.

6. The buildings in the Westview MPD will have to be fire sprinkled and may require exterior flame spread protection.
7. The Snyderville Basin Sewer Improvement District must be contacted and approvals given for sewerage.
8. No more than 10 percent of the buildings roofline shall extend beyond the 33 foot height limit up to a 40 foot maximum.

Date of Expiration: December 16, 1988

Nora L. Seltnerich
Nora L. Seltnerich
Principal Planner

12/17/87
Date

ACKNOWLEDGEMENT

I the undersigned, hereby acknowledge the conditions by which the project referred to above was approved.

Karen H. Hartman

1/22/88
Date

NO CONSTRUCTION SHALL BE PERMITTED UNTIL A SIGNED COPY OF THIS LETTER, SIGNIFYING CONSENT TO THE CONDITIONS OUTLINED ABOVE, HAS BEEN RETURNED TO THE PLANNING DEPARTMENT.

HUNTSMAN ESTATES FOREST ASSESSMENT

For

DV LODGE LLC

For Service At

5000 ROYAL STREET
PARK CITY, UTAH



March 28, 2020

CONTENTS

Why did SavATree perform the Forest Assessment?	1
Executive Summary	1
How did SavATree conduct the Forest Assessment?.....	2
Property Overview.....	3
Tree Species and Description	4
Aspen	4
Gambel oak.....	4
Blue Spruce.....	4
White Fir	4
Forest Health	5
Lots 1 – 3.....	5
Lots 4 – 11 including Additional Land A.....	7
Lots 13 – 15 including Common Area and Additional Land B.....	10
Open Lands to the West – Proposed Conservation Easement	10
Limits of Disturbance and tree protection.....	11
Defensible Space Planning.....	11

WHY DID SAVATREE PERFORM THE FOREST ASSESSMENT?

You are seeking to develop approximately 17 acres known as Huntsman Estates. This development is inclusive of 17 lots (1 – 11, 13 – 15, common parcel, additional land A, and additional land B). Park City Planning Department is requesting a Vegetation Analysis. This report includes

- A property overview.
- Tree species description and commentary.
- Forest health discussion.
- Limits of disturbance and tree retention best management practices.
- Fire mitigation considerations and best management practices.

EXECUTIVE SUMMARY

Mostly, the forest is made of a mixed age coniferous forest comprised of white fir and blue spruce. These are climax¹ tree species. The deciduous (leafy) trees include gambel oak and aspen. Oak may perform both as a pioneer² and succession³ species while aspen are exclusively pioneers. Much of the south facing slopes in Lots 2 and 3 are comprised of oak. In the other lots oak exists, however competes with fir. Intentional landscaping includes spruce and aspen plantings in the common areas, roadways and the motor port. The planted spruce are mostly in good condition. In open growing conditions the fir trees are in fair to good condition. There does appear to be an insect infestation on the fir especially in Lot 7. In dense forested areas, there is fir decline and mortality due to forest density and weaker trees being outcompeted. The aspen trees, being a pioneer species, are declining in favor of oak and the mixed conifer forest as succession continues.

Overall, the forest is healthy but could benefit from some additional management in the form of thinning and dead tree removal along the periphery. There is some species diversity which is beneficial. There are many different size and age classes ranging from saplings to mature trees which should be encouraged.

¹ Ecologically the final tree species in a succession. Climax species will remain until the forest is disturbed or reset.

² Species first to colonize the bar soil. These trees are fast growing and relatively short lived yielding to successional plant life.

³ Plant life that pioneers in the landscape, but may be replaced by other species.

As lots are being developed, limits of disturbance (LOD) will be defined and there will be an interest in preserving existing trees. Protected areas will need to be established in order to preserve ground area around existing trees to maintain roots.

Fire mitigation strategies will include providing clear areas around the structures, removing lower tree branches, limiting the number of trees in groups, and thinning adjacent forested land.

HOW DID SAVATREE CONDUCT THE FOREST ASSESSMENT?

Documents provided and reviewed:

Planning Commission Staff Report February 12, 2020. Project PL-19-04374

Numerous documents prepared by Alliance Engineering including:

- Surveys.
- Slope map.
- Aerial imagery with parcel overlays.
- Vicinity map.
- Photographs.
- Trails map.

The site reconnaissance was conducted on March 23, 2020. Rory Murphy escorted me to the Huntsman estate and provided an overview. Mr. Murphy left and I proceeded to collect data. I began with proposed Lot 1 working in a clockwise fashion. This survey includes Lot 1 – 11, 13 – 15, Additional Land A & B, and Common Area. Survey markers indicated additional land as being Lot 12.

Field data was collected on an iPad tablet using ESRI ArcGIS software. Overlaid onto my map was an ArcGIS layer entitled “Utah Summit County Parcels” onto the data collection map. Data collected is general in nature and I did not collect exact tree sizes or numbers. Data collected includes:

- Lot line survey markers.
- Tree and shrub species.
- Size classes (estimated visually). A few tree heights were measured with a range finder.
- Tree condition – Good, fair, poor, dead.
- Generalized thoughts on the topography and tree density.

I took photographs with a Nikon CoolPix camera.

Wintertime snow covered over 90 percent of the parcels. Weather was sunny with intermittent snow showers.

PROPERTY OVERVIEW

Walking trails transverse nearly all of the parcels. Improvements include the asphalt surface road as well as irrigation and landscape lighting on at least part of the land.

The forest is primarily populated with white fir (*Abies concolor*) and gambel oak (*Quercus gambelii*). Oak occupies the south facing slopes and is occasionally interspersed with white fir. A remnant stand of aspen (*Populus tremuloides*) exists on the southwest side of Lot 3. A few western serviceberry (*Amelanchier alnifolia*) are on the edge of the gambel oak stands but are not significant. Moving north, white fir dominates with a mixed age cover with pockets of closed canopy forest⁴ and open woodlands⁵. In the woodlands, generous white fir sapling reproduction is occurring successfully competing with the gambel oak. Interspersed are a few large Douglas fir (*Pseudotsuga menzeii*).

Blue spruce (*Picea pungens*) are also found however are usually not as plentiful as the fir except where intentionally planted.

Bigtooth maple (*Acer grandidentatum*) and subalpine fir (*Abies lasiocarpa*) would also be expected in this forest, but I did not encounter or make note of these species.

The Huntsman property was developed in and around 1990. Google earth images of the site available on-line from 2002 show small trees growing along Huntsman Road and also in the Common Parcel. Likely these are plantings of blue spruce and aspen planted 25 to 30 years ago.

Due to the snow cover, I did not observe any stumps that would have indicated forest management or clearing for previous planned development.

⁴ High density forest growth where light barely penetrates the forest floor.

⁵ Low density forest growth with available sunlight reaching the forest floor.

TREE SPECIES AND DESCRIPTION

Aspen

Aspen is a pioneer tree species colonizing land that has been disturbed. Most common disturbances include mining and fires.

Aspen reproduce and spread almost exclusively through vegetative root sprouting. Very little spread is produced via seed germination. The forested aspen stands are in poor to fair condition with tepid regeneration and copious encroachment by conifer species.

The intentionally planted aspen trees are in fair to good condition.

Gambel oak

Gambel oak is a common associate in mixed-conifer habitats primarily colonizing southern mesic exposures. Gambel or scrub oak may act as a climax or successional tree species. Oak thickets form and spread via rhizomes and easily regenerate with soil disturbance or fire. In some landscapes, gambel oak may be considered invasive requiring control. Thickets may become as dense as to not allow successional species to populate. Here, this thick density has not occurred likely due to the higher-elevational range. On west facing slopes, the oak woodland transitions to white fir. The oak woodlands are mixed age with stems ranging from 1 to 8 inches in diameter.

Younger stems are quite vigorous and healthy. The older and larger stems exhibit broken branches and stem cankers. Overall, the oaks are in fair condition.

Blue Spruce

The spruce are both forested (naturally occurring) and intentionally planted co-existing with the white fir. Spruce are characteristically shallow rooted and typically will only thrive on moist soils or where there is supplemental irrigation. Spruce reproduce by seed. Unless in a riparian zone, spruce are a climax species. The spruce here are in fair to good condition.

White Fir

All the white fir that I encountered appear to be forested. White (concolor) fir is a climax species inhabiting moist or mesic locations in the landscape depending on soil depth and the ability to maintain a deeper rooting system. White fir that have formed groups are in fair to good condition. The exception are those in Lot 7 with dead tops. In dense stands and on steep forested lands, there appears to be moderate mortality of 5 to 10 percent of the population. Left to allow nature taking its course, trees will continue to die and decline as the forest reaches maturity.

FOREST HEALTH

While it is beyond the scope of this report to discuss the forest cover in each proposed lot, the lots may be broken down into 4 areas as it pertains to forest cover and development. These are

- Lots 1 – 3.
- Lots 4 – 11 including Additional Land A.
- Lots 13 – 15 including Common Area and Additional Land B.
- Open Lands to the West – Proposed Conservation Easement

Lots 1 – 3

In developing these 3 lots, there appears to be minimal future impact to the coniferous forest. The plans that I have been given to review show the proposed building envelopes towards the front of the lots close to the roadway. The limits of disturbance (LOD) presumably will be away from forested land. Planted spruce in the front of Lots 1 and 3 may be impacted. These trees are approximately 30 feet tall and with trunk diameters of about 12 inches.

Lot 2 has some spruce growing near Royal Street that are in good condition. Lot 2 is primarily a south facing gambel oak woodland with stems ranging from 1 to 6 inches in diameter. This woodland abruptly transitions into a mixed conifer forest primarily comprised of white and sub-alpine fir. This transition occurs with a steep elevation grade with a northwest face. The firs look to be in fair condition with 10 percent mortality at the forest edge.

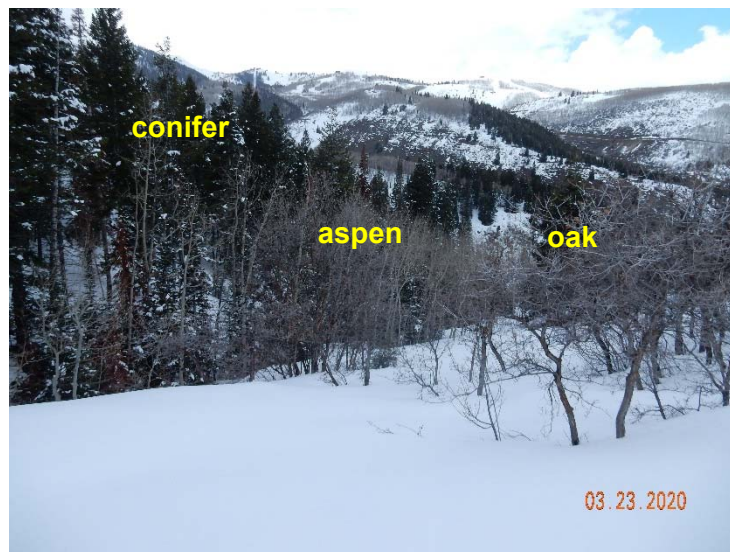
The building envelope for Lot 3 is also primarily in the same gambel oak stand comprising Lot 2. Moving south past the proposed building envelope, the slope transitions to west facing and there is a mixed woodland of aspen, gambel oak and fir. The aspen are in decline as the forest is becoming more mature favoring oak and fir. The southern terminus of this lot also contains the mixed conifer forest.



Photograph 1. Spruce along Huntsman Road in front of Lot 1.



Photograph 2. Typical gambel oak on Lot 2.



Photograph 3. Lot 3 south of building envelope showing tree species transitions from fir to aspen to oak.

Lots 4 – 11 including Additional Land A

The western side of each of these parcels butts up against or is inclusive of the dense conifer vegetation on the steep west facing slope. Alliance Engineering indicates this grade to be 40 to 100 percent. Tree density on this steep slope is 400 to 800 stems per acre. Tree conditions here are mostly fair, but with mortality due to overcrowding and shading. Western balsam bark beetle (*Dryocoetes confusus*) and likely other borers and beetles are attacking weakened trees.

The more level portions of Lots 4 and 5 are primarily covered by gambel oak in the 1 to 6 inch diameter class. Up by the roadside are a row of planted blue spruce in the 12 inch trunk diameter class. The oak stand is in fair condition while the spruce are generally in good condition.

Beginning with the north side of Lot 5 and moving northward through Lot 11 the forested white fir become more prominent in the landscape.

Lot 6 has approximately 12 large white fir in a grouping. The trunk diameters appear to be in the 12 to 18 inch diameter class. These trees are in good condition.

There appears to be an infestation of fir engraver (*Scolytus ventralis*) in several of the white fir in Lot 7. Dead and dying tree tops are an indication of engraver attack. Typically this occurs on unhealthy trees. There is a grouping of trees with trunk diameters ranging from 12 to 15 inches and another group of trees with larger trunk diameters around 20 inches. Fir saplings are plentiful as well as gambel oak in the 1 to 4 inch stem class. Again, some planted blue spruce lining Huntsman Road.



Photograph 4. Typical gambel oak in Lots 4 and 5.



Photograph 5. Typical spruce along Huntsman Road.



Photograph 6. White fir with tree tops dying out in Lot 7.



Photograph 7. Live and dead fir on the back side (west) of Lot 7.

Lots 8 through 11 are similar. Fir trees in the back of the lot (west) have some decline and mortality. Trees towards the middle and front are in better health. Spruce are primarily along the front. A few large healthy Douglas fir trees are noted. Trunk diameters for the conifers range from 12 to 20 inches with saplings in the open areas. Aspen are found in these lots, but they are not prominent or vigorous.

Additional Land A has been previously developed with a motor port and driveway. Spruce and aspen have been planted. The spruce are in good health, the aspen are cankered and declining.



Photograph 8. Aspen and fir in Lots 7 and 8. Aspen are declining and new sapling firs are populating the site.

Lots 13 – 15 including Common Area and Additional Land B

There are a few dead conifers in the dense tree stands adjacent to Royal Street. Planted aspen are noted and are in fair to good condition. The white fir and blue spruce are in the middle and front of the lots range from 8 to 20 inches in trunk diameter. Here too, there are some successful saplings regenerating in the open areas successfully competing with oak.

The open area and possible part of Lot 15 have been landscaped. The open Common Area looks like a park setting with groupings of trees around the border with an open center. Aerial images show green grassy areas which may be irrigated.



Photograph 9. Healthy fir trees along Huntsman Road along Lot 13. Aspen along the frontage may have been planted. Behind the large fir is oak with sapling firs populating the land.

Open Lands to the West – Proposed Conservation Easement

These are my observations from a cursory observation. The land west of the proposed Huntsman Estates is an extension of the mixed conifer forest consisting of spruce and fir. Openings likely include aspen, however these again are being replaced as part of the normal forest species succession. Density here appears to be 400 to 800 stems per acre. As the trees become larger and with age, weaker trees will become suppressed and die as part of the forest aging process.

LIMITS OF DISTURBANCE AND TREE PROTECTION

At this time, the lot lines are proposed and with identified building envelopes. Home sizes and configurations are yet to be determined.

Healthy trees or groups of trees will need to be identified for preservation. Home configuration and design, sidewalk and driveway placement, and underground utility trenches will need to be determined.

When considering how close the LOD may come to established trees, the Critical Rooting Zone (CRZ) should be established. This is the ground area that contains the roots that are essential for the health and structural stability of the protected tree. Often the CRZ is defined as 1 foot of soil in radius for every inch in trunk diameter. Thus, a tree with a 10-inch trunk diameter will have a corresponding CRZ 10 feet in radius from the tree trunk. This may be adjusted by tree species and size. Certain species are more tolerant of root disturbance / loss and younger trees are more adapt at recovery than an older individuals. The CRZ is often fenced off and no construction activity or soil disturbance is allowed in this area. Adjustments to the CRZ and specific trees or groups of trees may be made on a case by case basis.

DEFENSIBLE SPACE PLANNING

Here again, much will need to be determined along with home size and design. Tree protection and defensible space planning should be considered at the same time. Defensible space management is often parsed out in 3 zones.

Zone 1 is closest to the home and often extends 15 to 30 feet from the structure. Here most all flammable vegetation is removed. However, it is possible that a tree could be considered part of the structure and integrated into the home design. Of course this is subject to home construction as well as local codes and ordinances governing residential construction. Zone 1 may be extended 5 feet or more on the downhill slope.

Zone 2 is designed to reduce flammable fuels and fire intensity and extends out 100 feet from the structure. Remove weakened, diseased and dead trees. Create canopy distances of 10 feet from each tree. Groupings of 5 trees or less may be retained, but increase the canopy distance between the groups to the next tree to 30 feet. Prune lower tree branches to a height of 10 feet or one-third of the tree canopy – whichever is less. Create a canopy buffer for the driveway.

Zone 3 is the area more than 100 feet from the structure. This could pertain to Lots 2 through 11. Specific recommendations are usually part of a forest management plan. Removal of dead trees would part of the plan and also creating openings in the forest adjacent to fire roads or in the forest interior to promote a mixed age forest.

Sincerely,



Steven D. Geist, SavATree
Registered Consulting Arborist #340
Board Certified Master Arborist #0116B



HUNTSMAN ESTATES

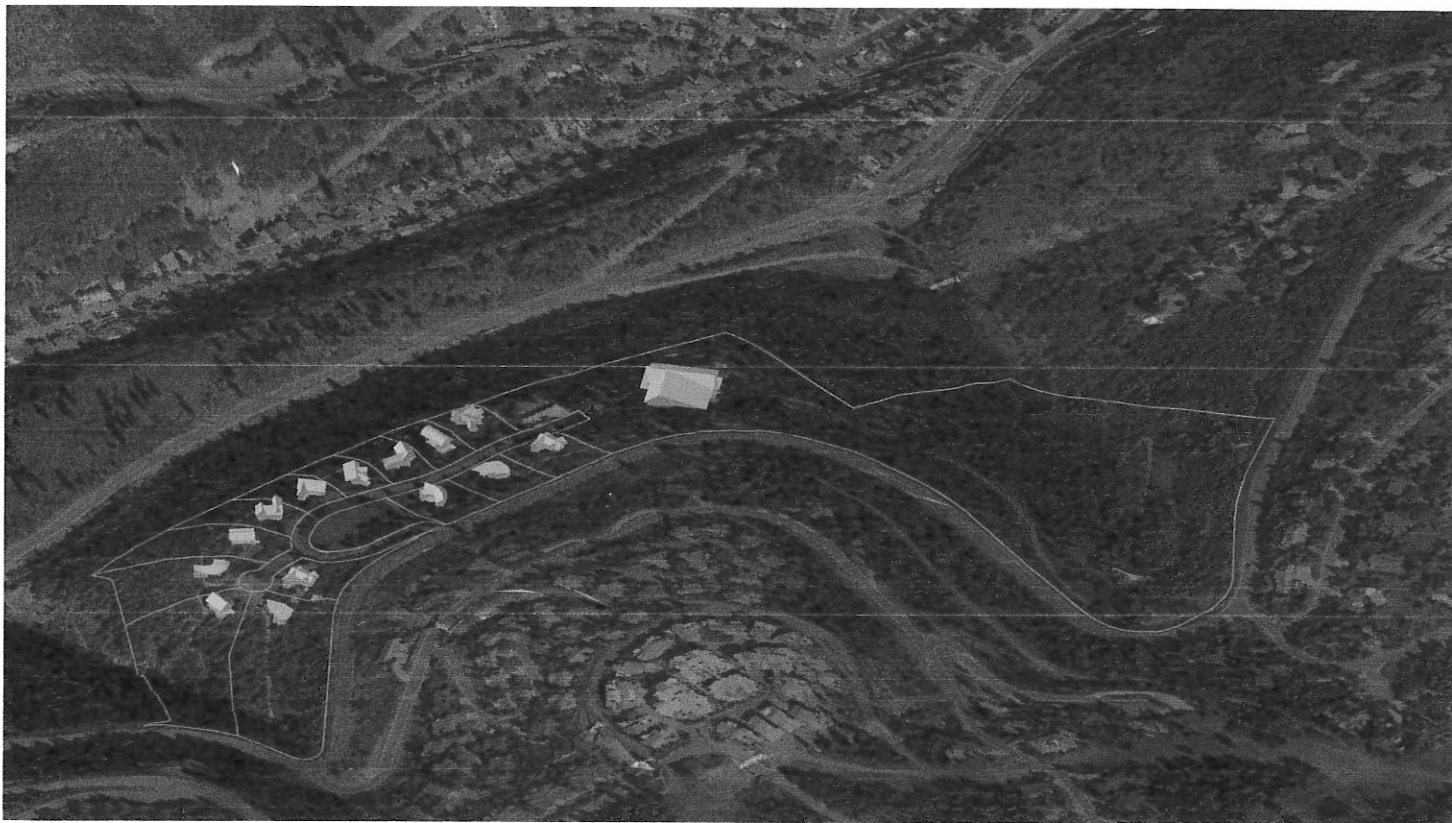


Alliance Engineering Inc.
(435) 648-9467—PHONE
(435) 648-9475—FAX
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

HUNTSMAN ESTATES

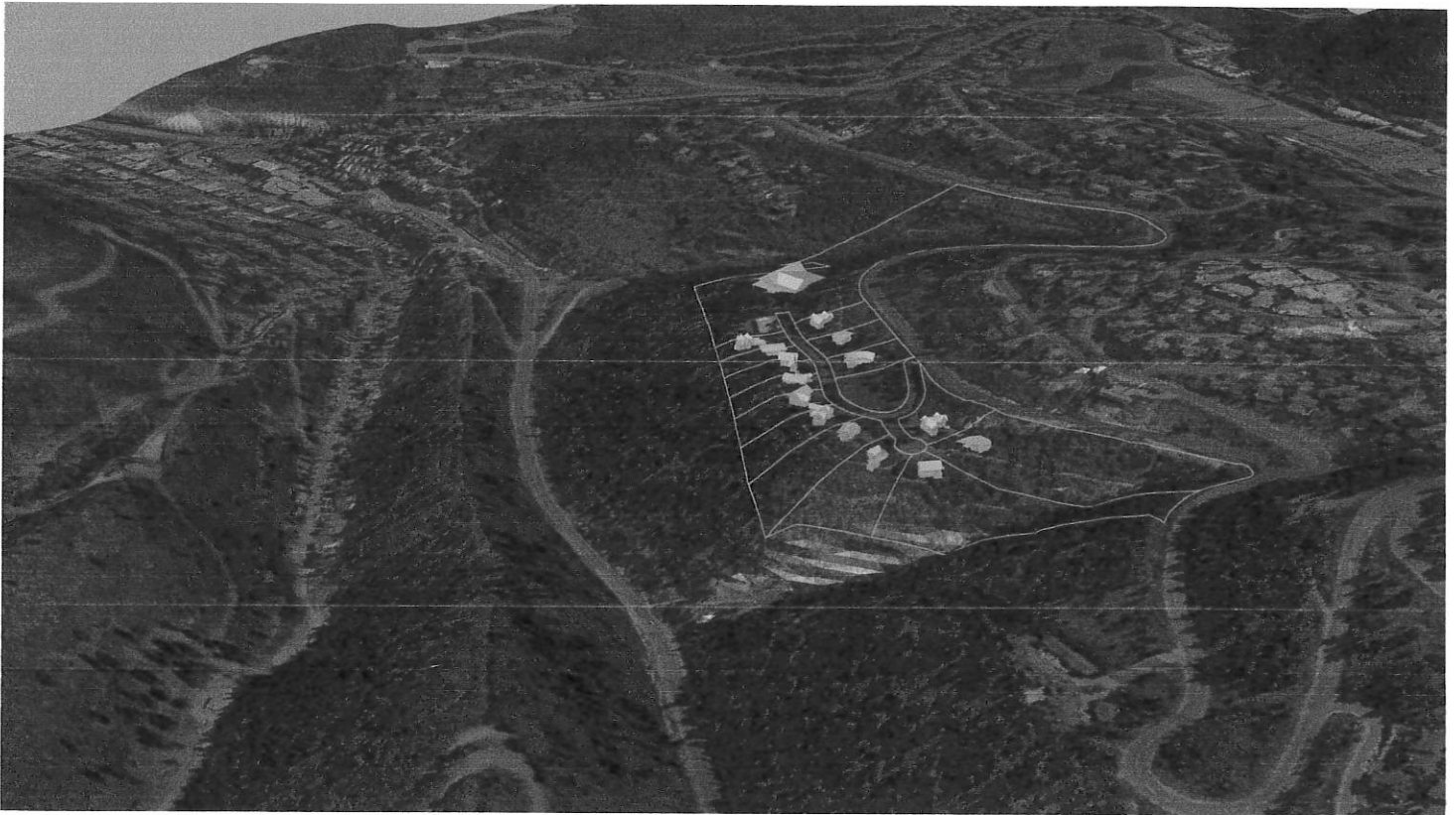


HUNTSMAN ESTATES



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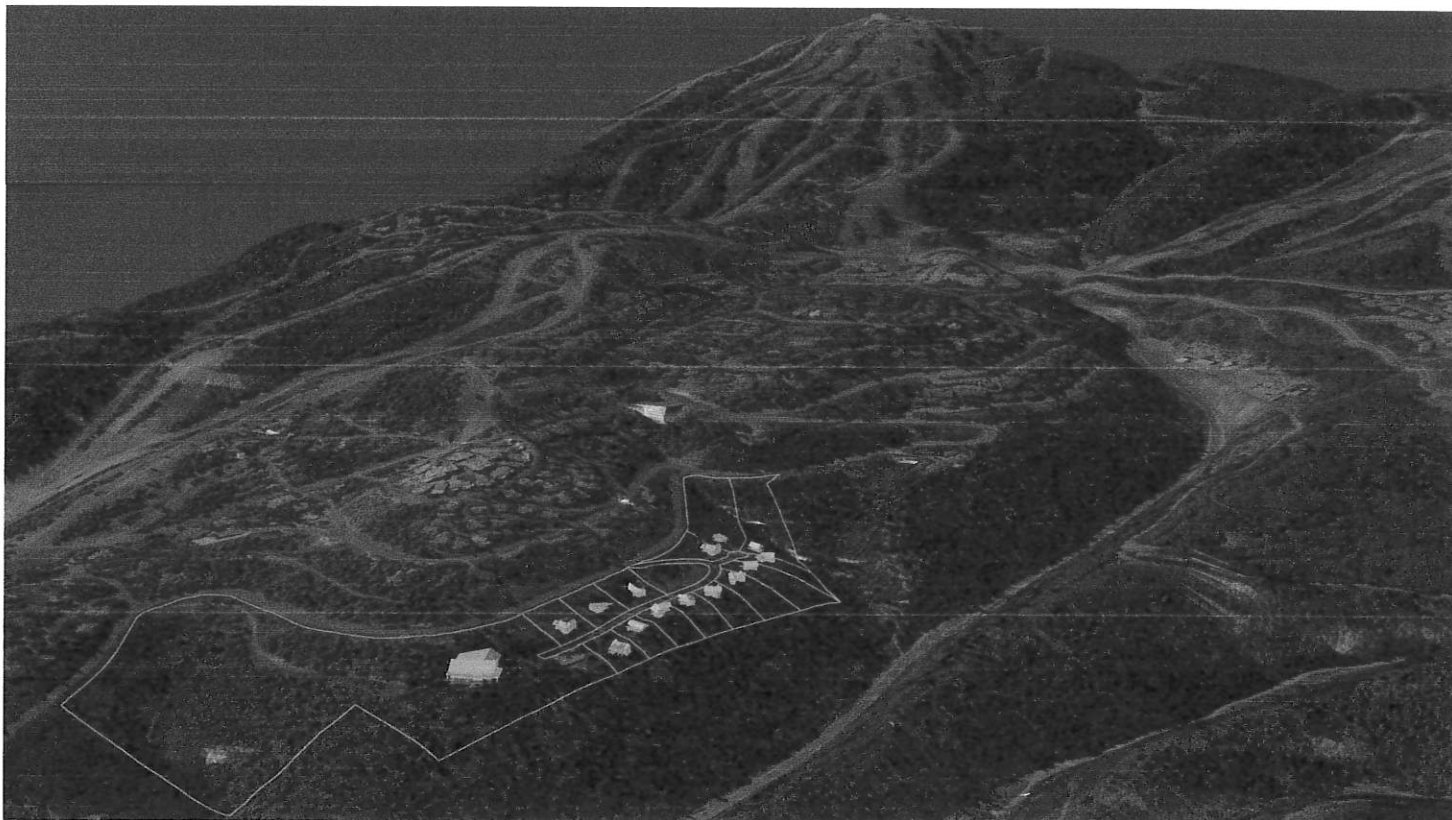


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323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

HUNTSMAN ESTATES



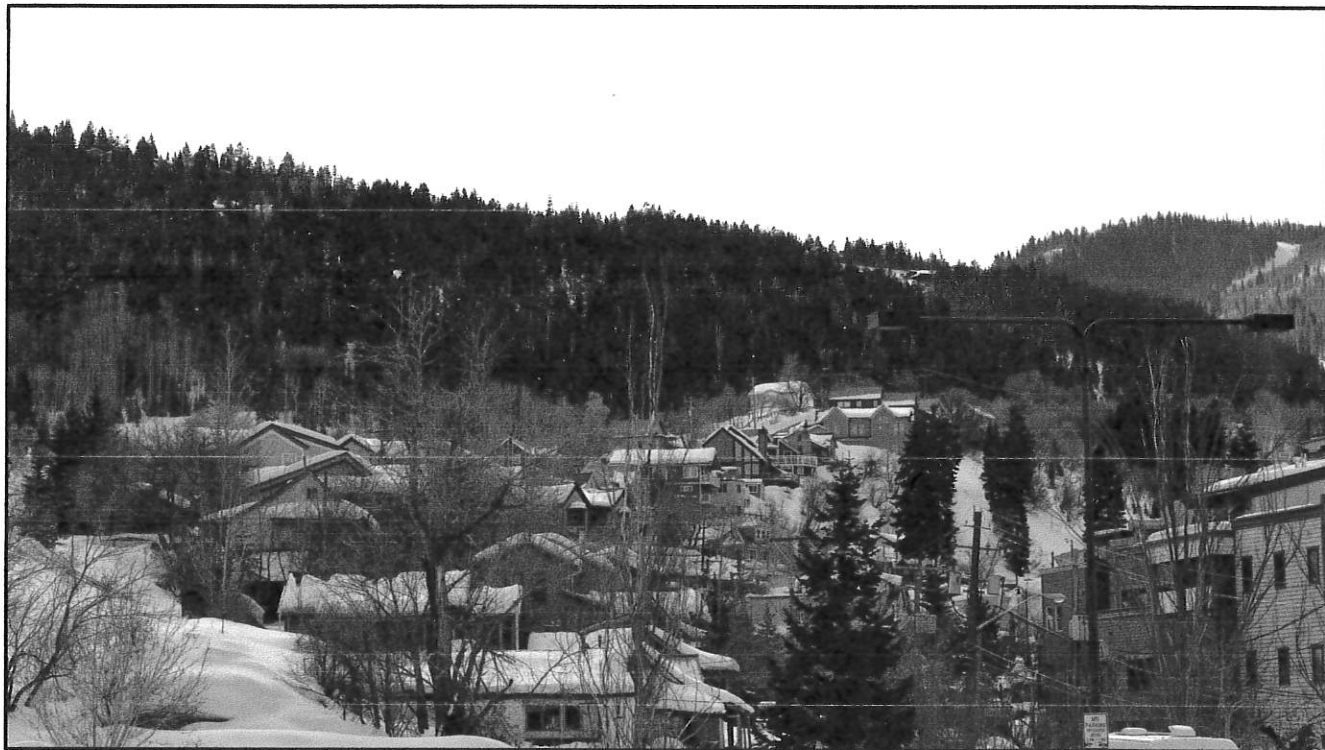
HUNTSMAN ESTATES



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HUNTSMAN ESTATES

Existing Conditions



looking from Marsac Building



key map

FROM MARSAC BUILDING

SUBJECT PROPERTY

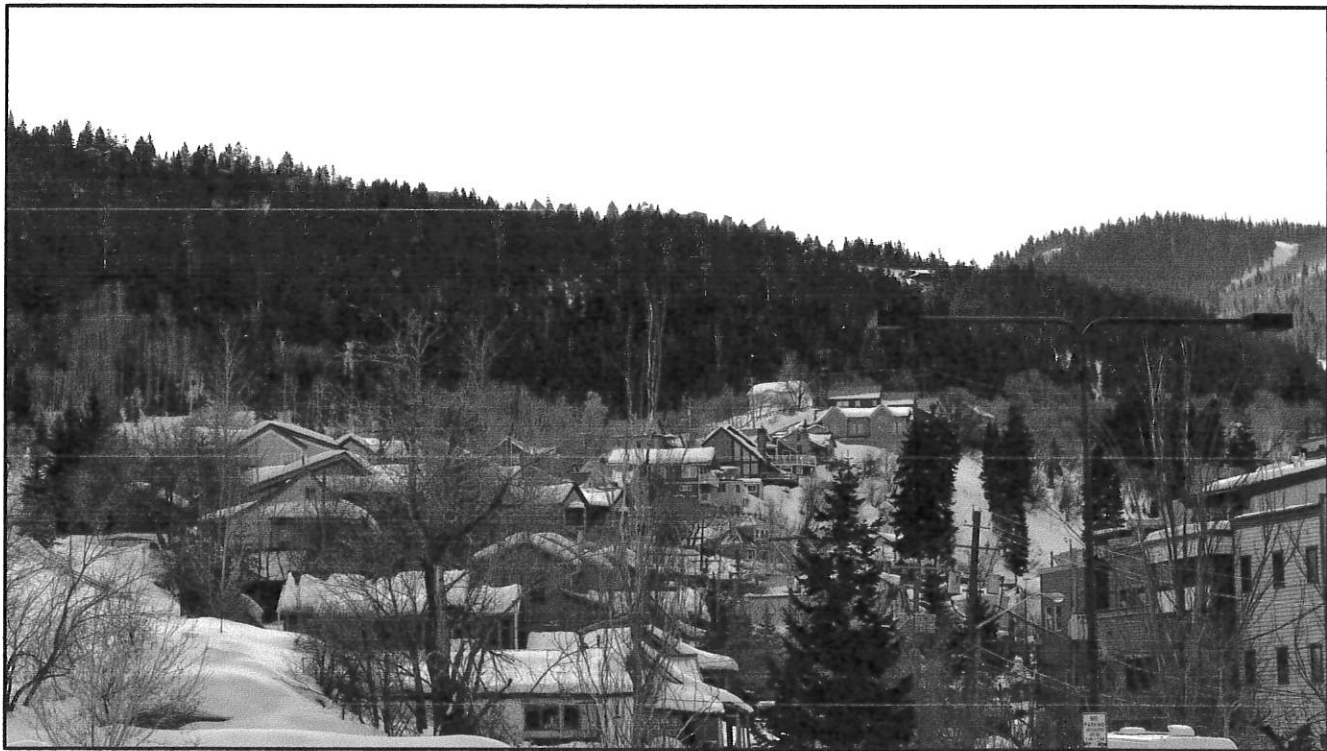
(435) 649-9467-PHONE
(435) 649-9475-FAX

Alliance
Engineering Inc.

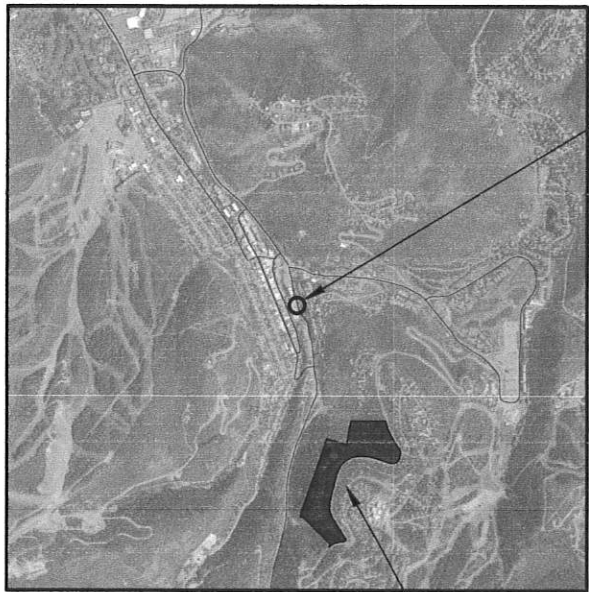
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

HUNTSMAN ESTATES
Proposed Home Sites



looking from Marsac Building



FROM MARSAC BUILDING

SUBJECT PROPERTY



key map

(435) 649-9467-PHONE
(435) 649-9475-FAX



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

HUNTSMAN ESTATES

Existing Conditions



looking from top of Main Street

FROM TOP OF
MAIN STREET



SUBJECT PROPERTY



key map

(435) 649-9467-PHONE
(435) 649-9475-FAX

Alliance
Engineering Inc.

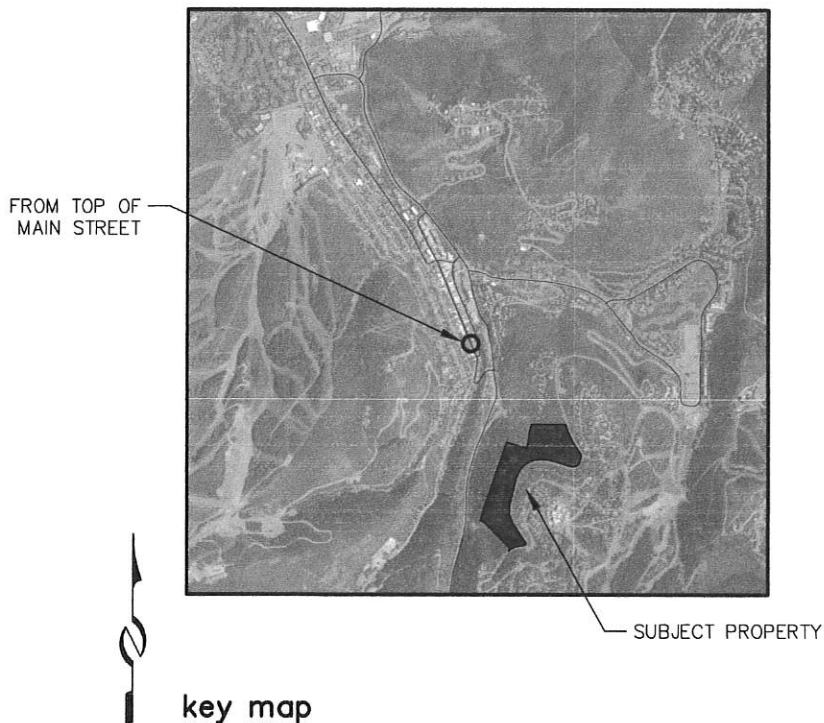
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

HUNTSMAN ESTATES
Proposed Home Sites



looking from top of Main Street



key map

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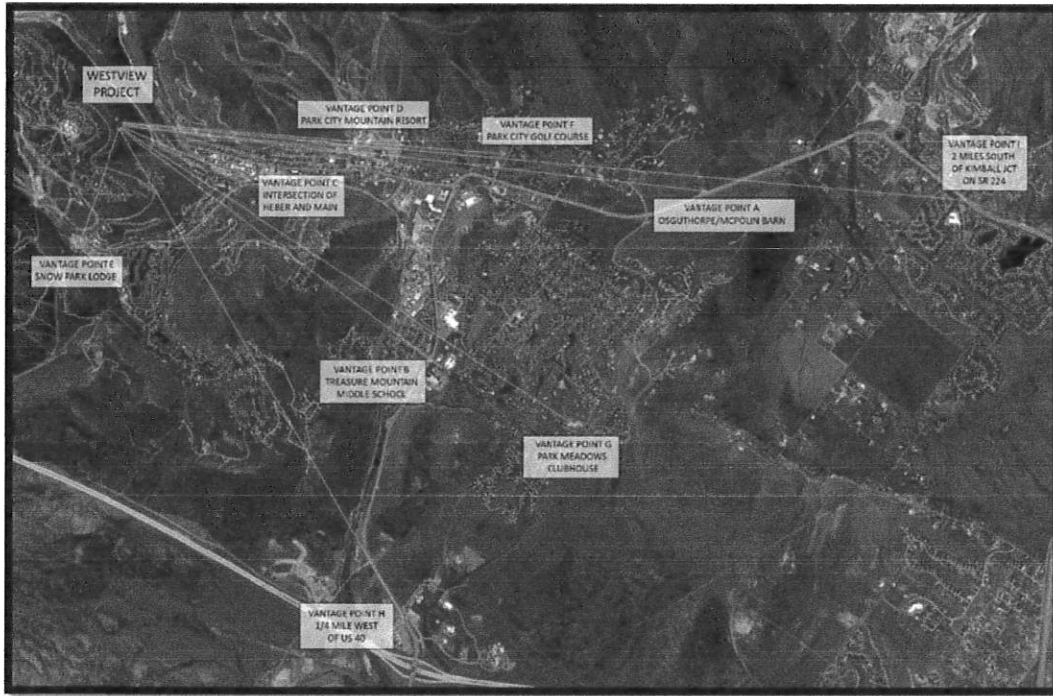
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
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HUNTSMAN ESTATES Subdivision
Park City Land Management Code
Title 15 – Sensitive Land Overlay Zone

(A) Sensitive Land Analysis

(4) Designated Entry Corridors and Vantage Points

Designated Entry Corridors and Vantage Points (See Attached Exhibit A)



HUNTSMAN ESTATES Project Area – Google Earth Perspective Image

HUNTSMAN ESTATES Subdivision
Park City Land Management Code
Title 15 – Sensitive Land Overlay Zone



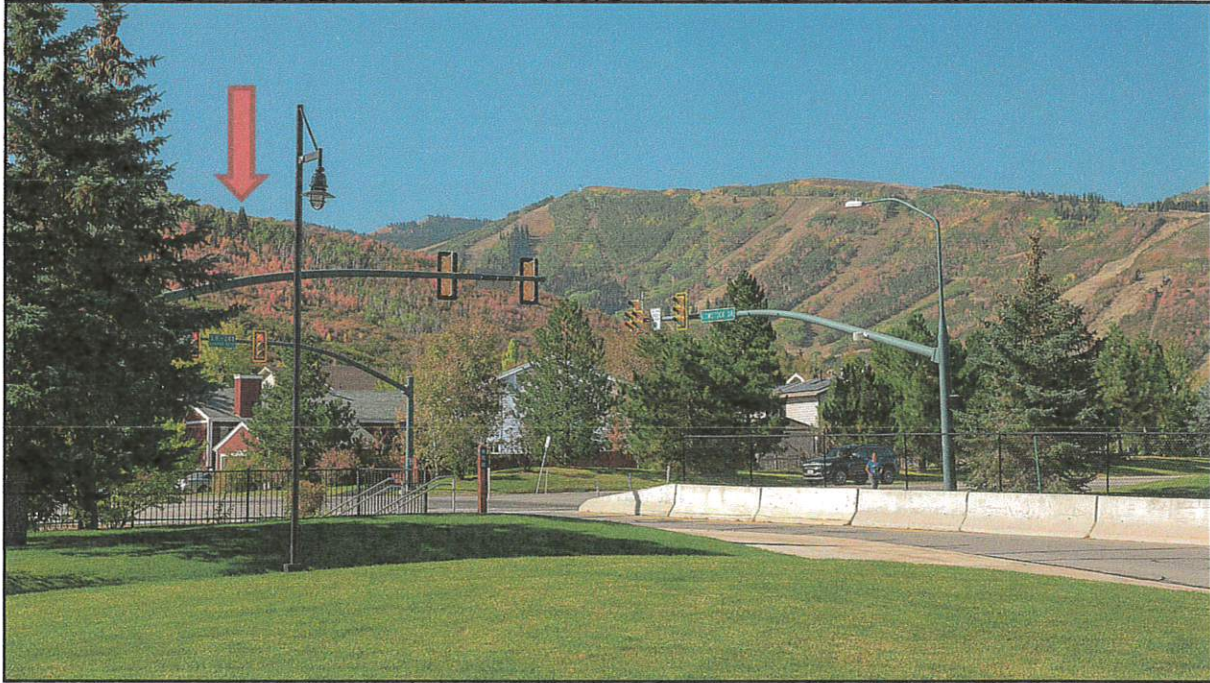
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "A" – Osguthorpe/McPolin Barn

Vantage Point "A" is 3.5 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



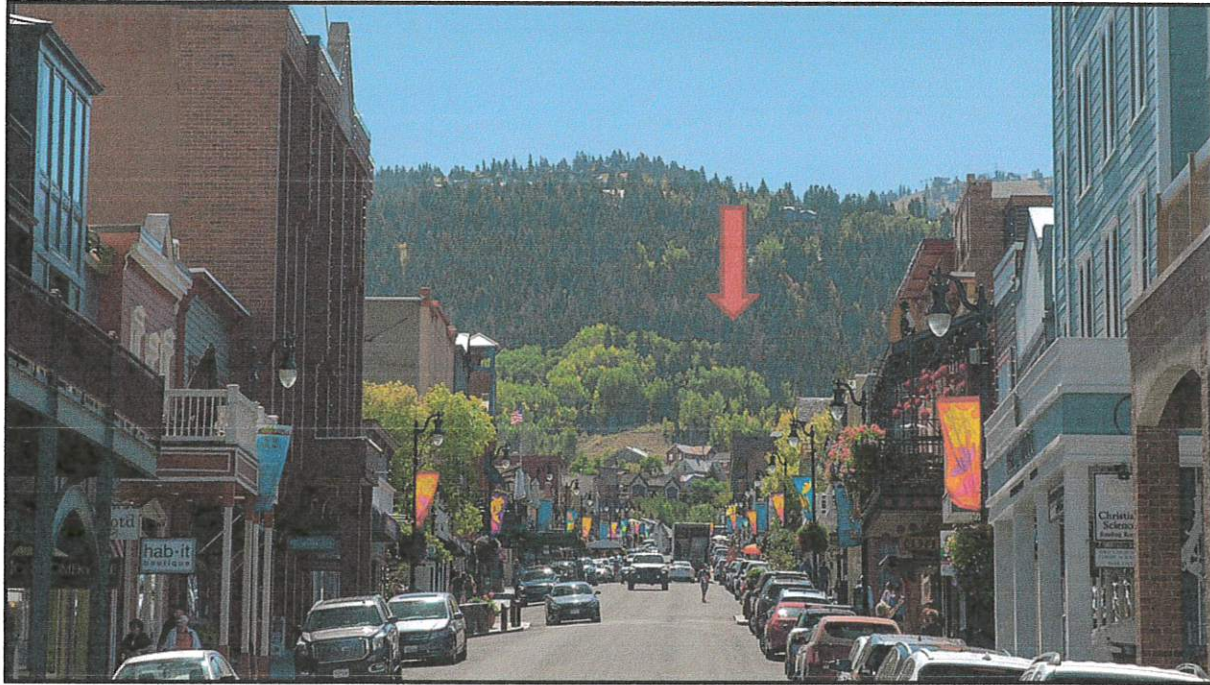
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "B" – Treasure Mountain Middle School

Vantage Point "B" is 2.15 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



DESIGNATED ENTRY CORRIDOR VANTAGE POINT "C" – Intersection of Main Street and Heber Avenue.

Vantage Point "C" is .75 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

The development of Huntsman Estates is located south of the existing house and garage structure and is not visible from the bottom of Main Street. The existing large evergreen trees north and west of the proposed lots and existing house and garage provide a barrier from being able to see the new houses. The following renderings show the proposed development from Main Street and Marsac Avenue.

HUNTSMAN ESTATES Subdivision

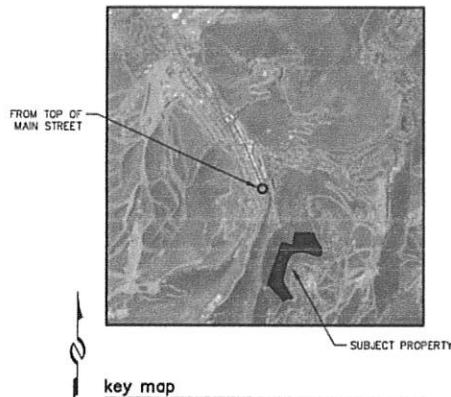
Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone

HUNTSMAN ESTATES
Proposed Home Sites



looking from top of Main Street



key map

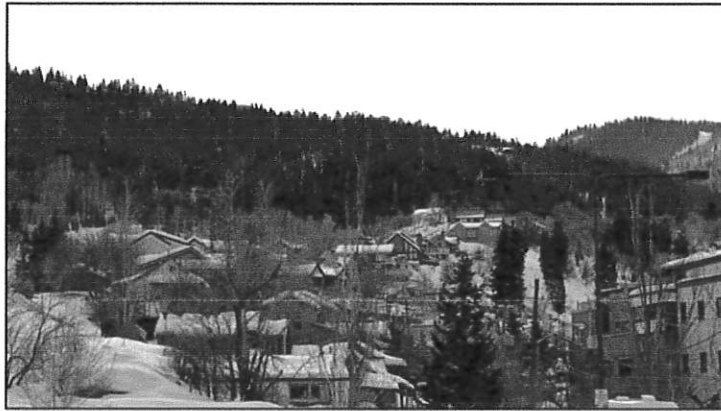


HUNTSMAN ESTATES Subdivision

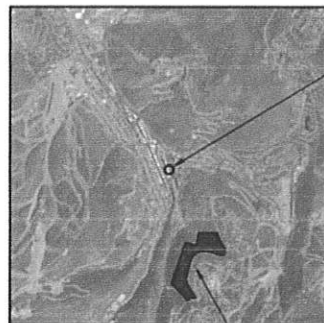
Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone

HUNTSMAN ESTATES Proposed Home Sites



looking from Marsac Building



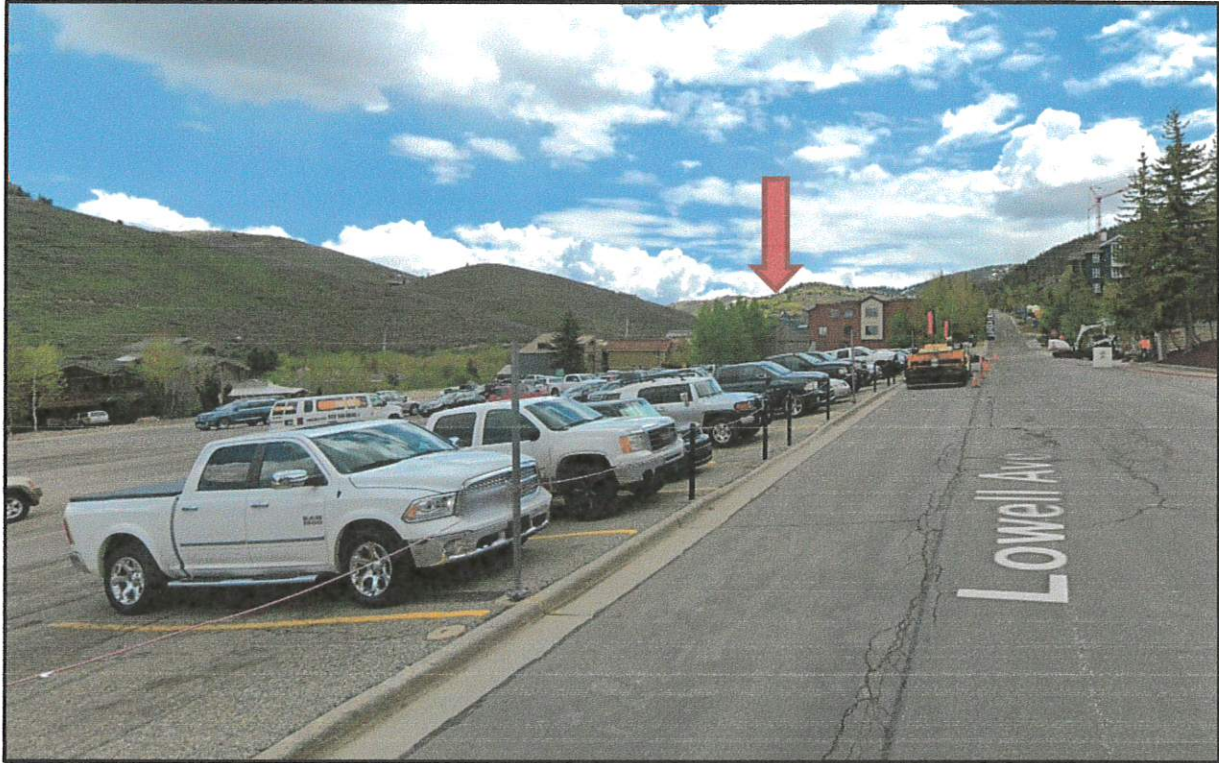
key map



HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



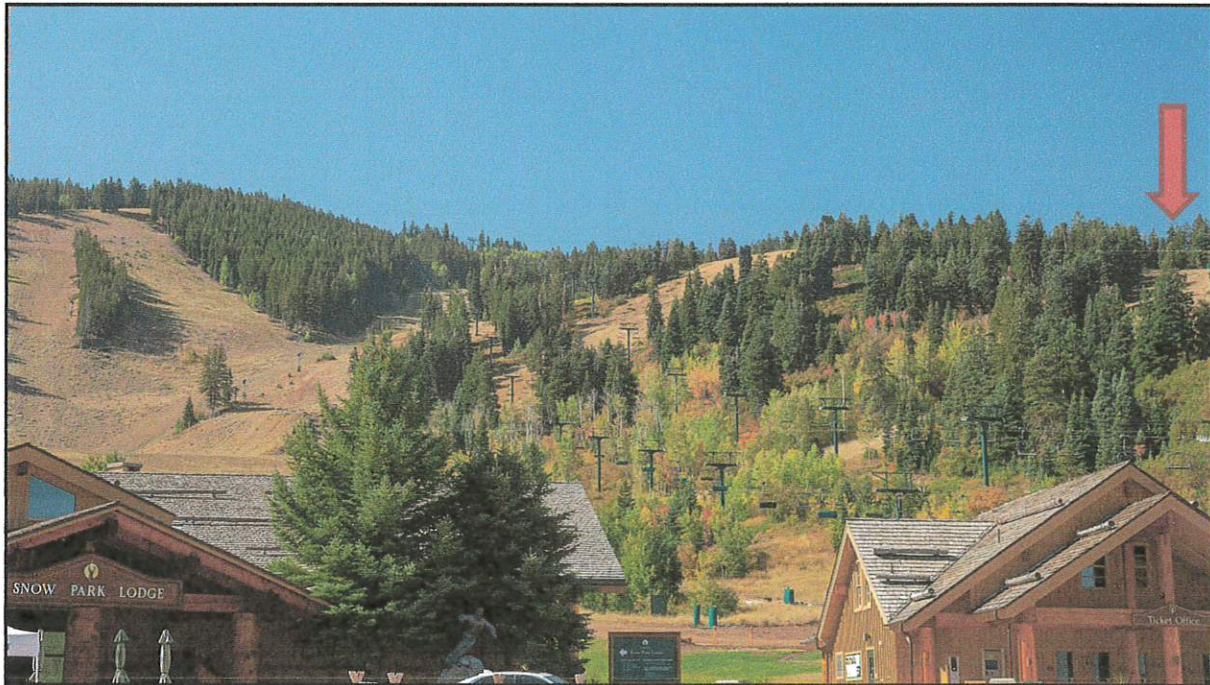
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "D" – Park City Ski Area Base

Vantage Point "D" is 1.45 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



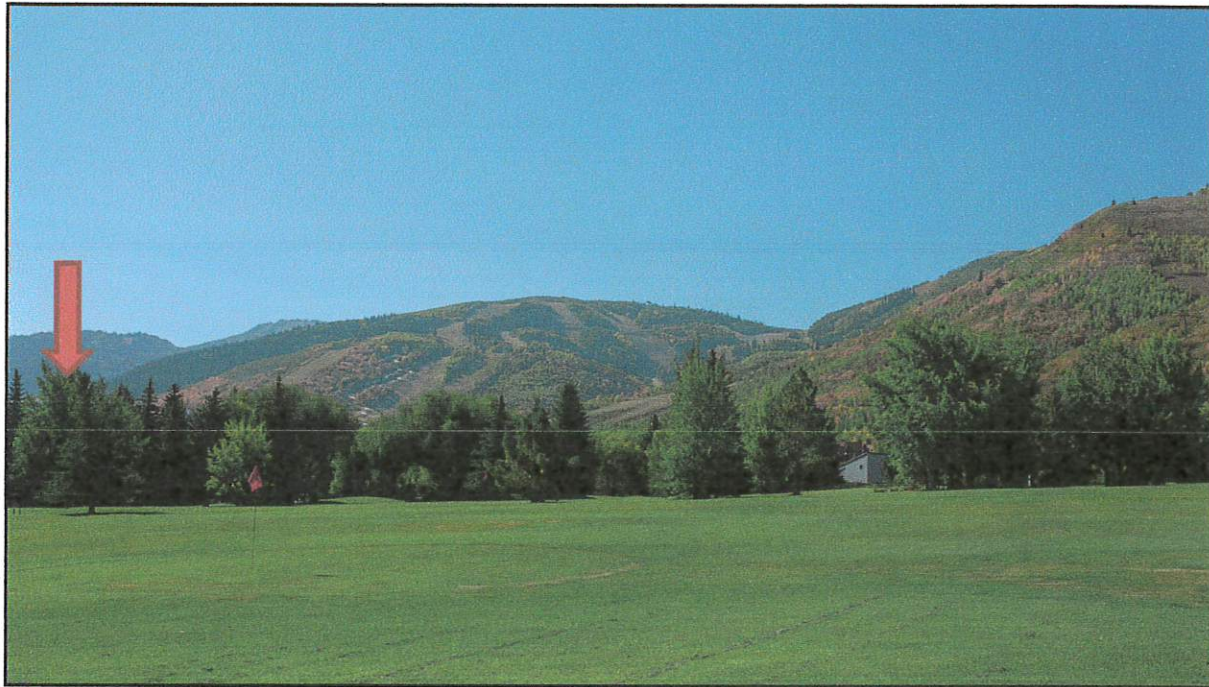
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "E" – Snow Park Lodge

Vantage Point "E" is .75 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



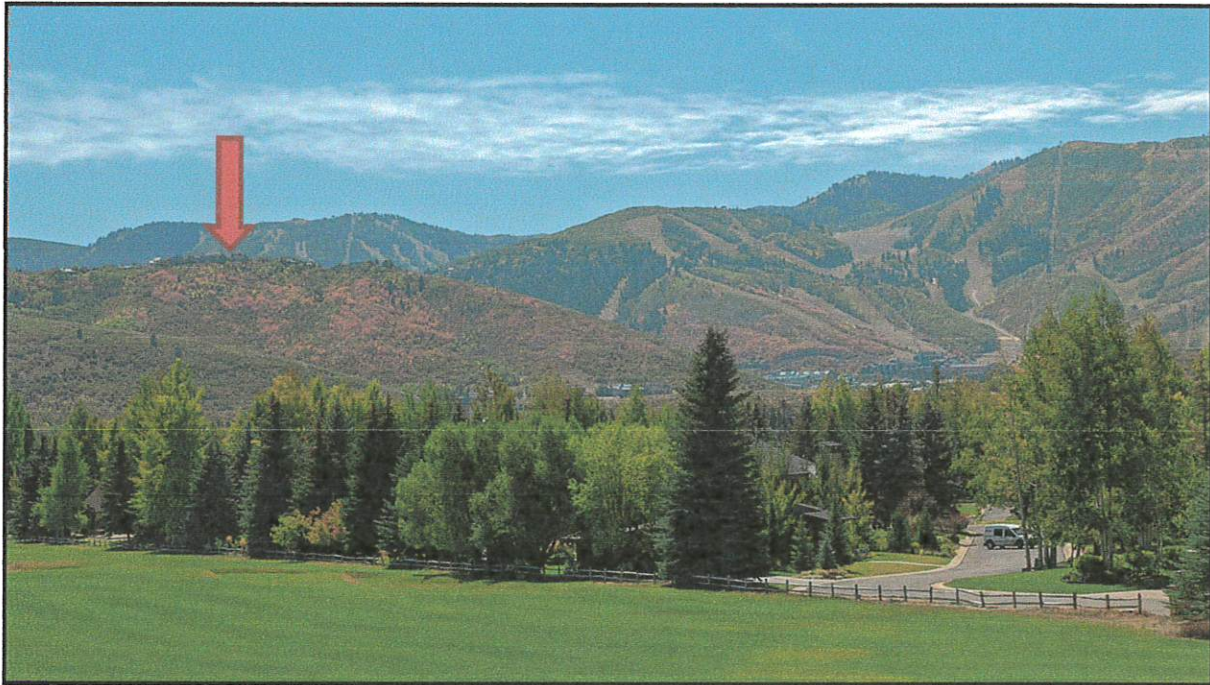
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "F" – Park City Golf Course

Vantage Point "F" is 2.3 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



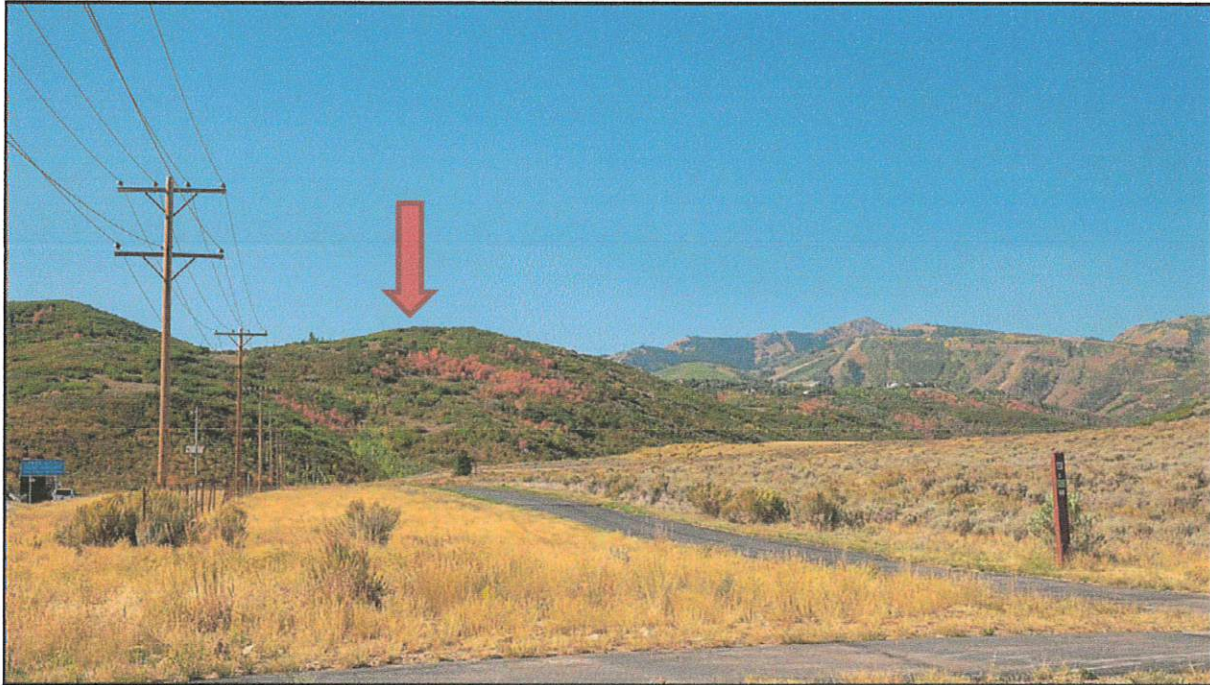
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "G" – Park Meadows Golf Course Club House

Vantage Point "G" is 3.25 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



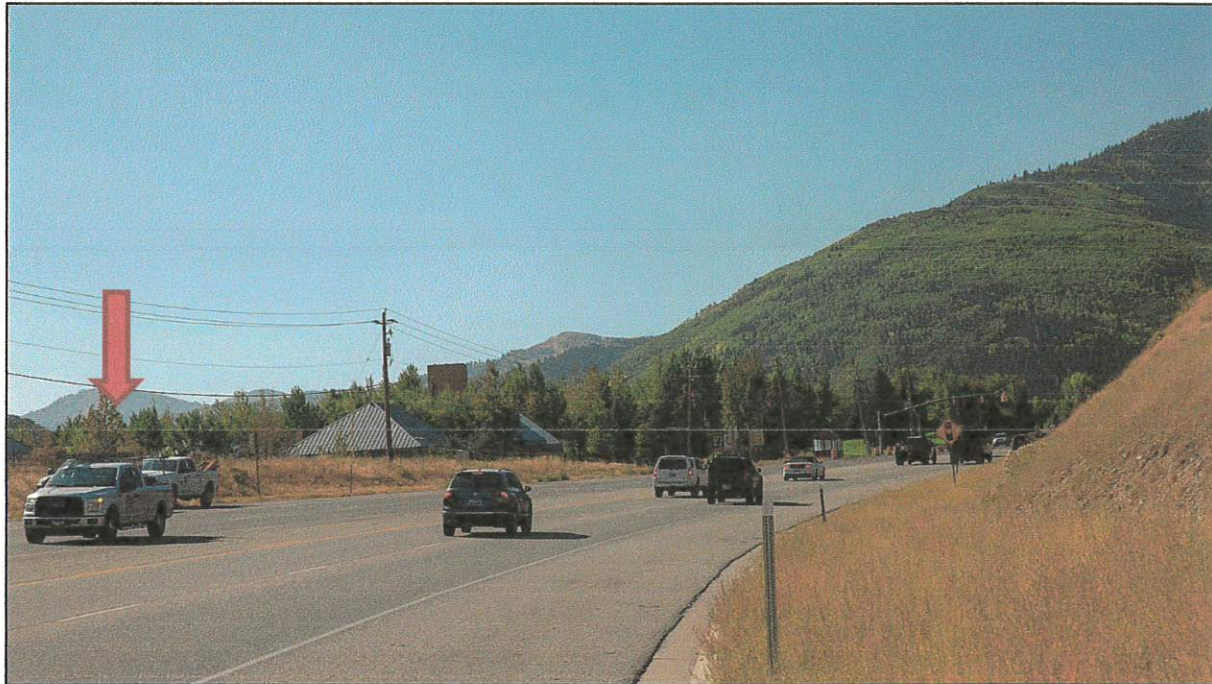
DESIGNATED ENTRY CORRIDOR VANTAGE POINT "H" – Highway 248, ¼ mile from US40

Vantage Point "H" is 3.4 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

HUNTSMAN ESTATES Subdivision

Park City Land Management Code

Title 15 – Sensitive Land Overlay Zone



DESIGNATED ENTRY CORRIDOR VANTAGE POINT "I" – Highway 224, 2 miles south of Kilby Road

Vantage Point "I" is 5.15 miles from the project. HUNTSMAN ESTATES is not visible from this vantage point.

Bald Eagle

Lot	Acres	Home SF
BEC-1	0.17	12,109
BEC-2	0.11	9,457
BEC-3	1.48	12,500
BEC-4	0.47	4,099
BEC-5	0.61	8,177
BEC-6	0.88	7,741
BEC-7-8	1.57	14,100
BEC-9	0.7	11,064
BEC-10	0.47	5,329
BEC-11	0.6	9,329
BEC-12	0.46	6,827
BEC-13	0.65	9,356
BEC-14	0.22	10,180
BEC-15	0.51	5,600
BEC-16	0.63	8,000
BEC-17	0.64	9,358
BEC-18	0.55	8,999
BEC-19	0.47	
BEC-20	0.41	8,413
BEC-21	0.48	
BEC-22	0.72	9,389
BEC-23	0.75	8,584
BEC-24	0.78	6,883
BEC-25	0.92	8,457
BEC-26	0.72	
BEC-27	0.46	7,800
BEC-28	0.05	13,000
BEC-29	0.18	3,600
BEC-30	0.41	11,092
BEC-31	0.51	9,040
BEC-32	0.74	7,119
BEC-33	0.7	12,187
BEC-34	0.1	8,918
BEC-35	0.41	6,900
BEC-36	0.57	14,106
BEC-37	0.6	9,272
BEC-38	0.42	8,507
BEC-39	0.92	8,825
BEC-40	0.68	8,402
BEC-41	0.51	10,179
BEC-42	0.71	9,003
BEC-50-1AM	0.12	7,036
BEC-51-1AM	0.34	6,739
BEC-54-2AM	1.26	11,380
BEC-55-2AM	1.11	15,708
BEC-56-2AM	1.16	9,202

Evergreen

Lot	Acres	Home SF
EVG-1	0.39	
EVG-2	0.83	8,470
EVG-3	1.25	
EVG-4	1.48	10,517
EVG-5	1.2	
EVG-6-AM	1.21	6,614
EVG-8	0.38	5,659
EVG-9	0.4	7,054
EVG-10-AM	0.56	11,056
EVG-11	0.54	6,046
EVG-12	0.42	6,322
EVG-13	0.31	4,500
EVG-14	0.24	5,052
EVG-15-AM	0.29	5,520
EVG-16-AM	0.59	10,230
EVG-18	0.52	8,730
EVG-19	0.62	6,997
EVG-20	0.39	8,100
EVG-21	0.75	11,983
EVG-22	0.93	7,035
EVG-23-AM	1.1	9,140
EVG-24	0.23	6,587
EVG-25	0.29	7,068
EVG-26	0.44	4,570
EVG-27	0.53	7,100
EVG-28	0.4	7,000
EVG-29	0.4	5,656
EVG-30	0.38	7,872
EVG-31	0.4	6,042
EVG-32	0.53	6,543
EVG-33	0.41	7,348
EVG-34	0.3	6,061
AVG:	0.58	7,271

Red Cloud

Lot	Acres	Home SF
RCLD-1-AM	1.45	
RCLD-2-AM	1.22	
RCLD-3-AM	1.5	
RCLD-4-AM	2.72	
RCLD-5	1.01	9,032
RCLD-6	1.73	
RCLD-7	1.7	8,200
RCLD-8	1.46	

American Flag

Lot	Acres	Home SF
AF-1	0.68	
AF-2	0.43	3,926
AF-3	0.43	4,868
AF-4	0.44	6,786
AF-5	0.71	5,901
AF-6	0.56	
AF-7	0.81	8,894
AF-8	3.8	
AF-9	3.4	6,471
AF-10	0.37	6,019
AF-11	0.33	4,472
AF-12	0.37	6,011
AF-13	0.36	8,031
AF-14	0.44	6,770
AF-15	1.7	6,913
AF-16	3.6	
AF-17	0.8	3,332
AF-18	0.68	7,282
AF-19	0.54	
AF-20	0.53	
AF-21	0.66	4,882
AF-22	0.41	5,888
AF-23	0.33	
AF-24	0.44	5,625
AF-25	0.33	5,535
AF-26	0.27	3,972
AF-27	0.34	4,074
AF-28	1.86	8,888
AF-29	0.67	
AF-30	0.64	4,288
AF-31	0.61	4,727
AF-32	0.59	6,521
AF-33		
AF-34		
AF-35	2.6	7,782
AF-36	3.06	7,277
AF-37	2.08	8,500
AF-38	1.55	5,476
AF-39	1.6	8,514
AF-40	1.5	91
AF-41	1.8	8,097
AF-42	1.8	8,431
AF-43	1.5	4,805
AF-44	1.8	
AF-45	1.1	9,330
AF-46	0.83	9,400

BEC-57-2AM	0.63	9,570
BEC-58-2AM	0.64	8,863
AVG:	0.61	9,120

BELLETERRE

BEL-1	1.22	3,776
BEL-2	0.83	7,715
BEL-3	0.73	6,200
BEL-4	0.7	7,392
BEL-5	0.75	
BEL-6	0.76	6,198
BEL-7	1.16	6,355
BEL-8	1.2	7,000
BEL-9	1.57	7,266
BEL-10	1.9	7,093

Bellemont

BMDV-1	0.13	4,518
BMDV-2	0.15	4,518
BMDV-3	0.15	4,518
BMDV-4	0.14	4,518
BMDV-5	0.14	4,518
BMDV-6	0.14	4,518
BMDV-7	0.14	5,239
BMDV-8	0.14	5,239
BMDV-9	0.13	5,294
BMDV-10	0.12	5,239
BMDV-11	0.14	5,239
BMDV-12	0.15	6,093

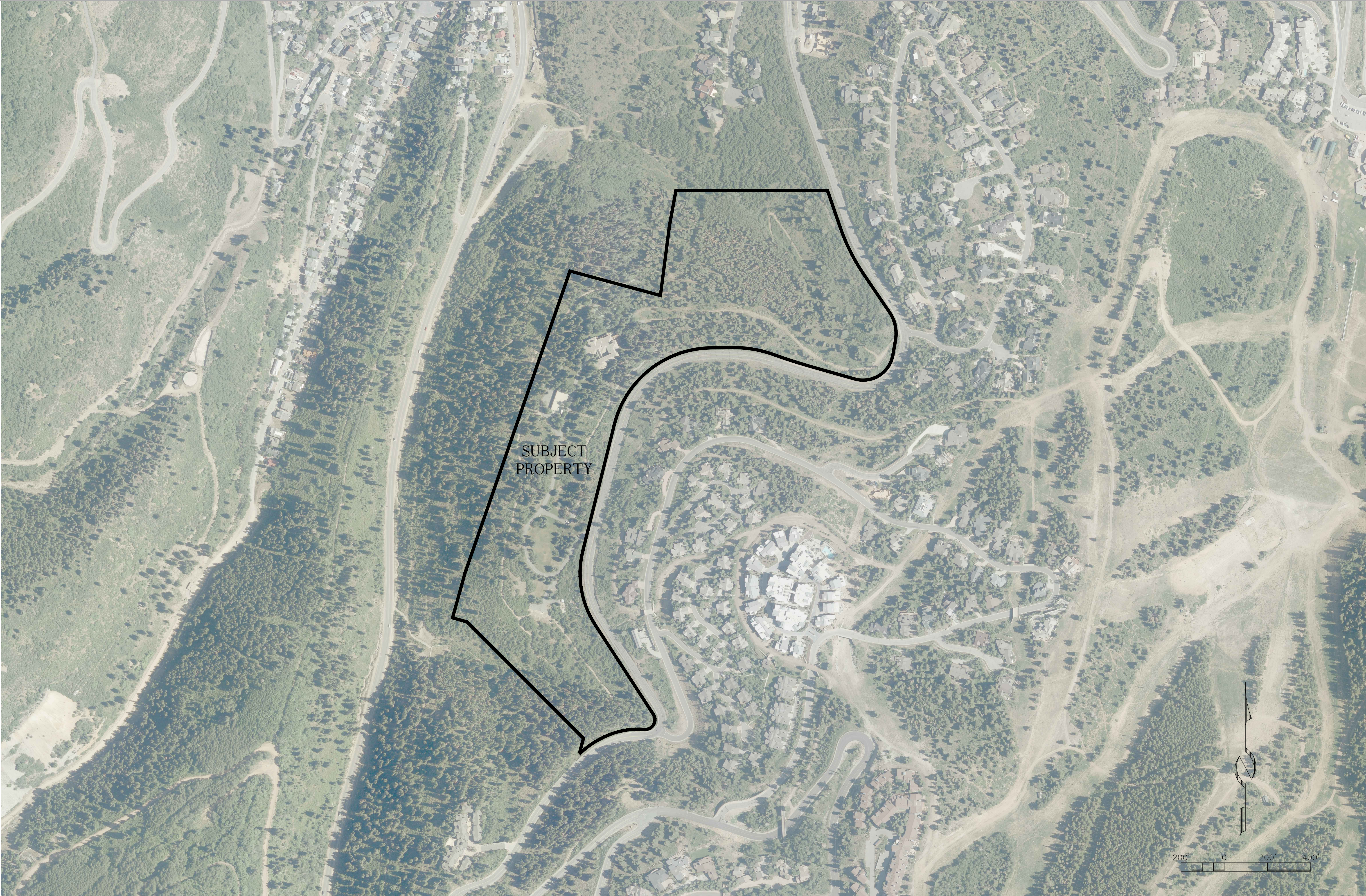
RCLD-9	1.22	8,126
RCLD-10	1	
RCLD-11	1.01	8,146
RCLD-12	1.1	12,021
RCLD-13	1.82	
RCLD-14	2.01	31,225
RCLD-15	1.08	9,693
RCLD-16	1.01	8,103
RCLD-17	1.95	
RCLD-18	1.13	
RCLD-19	1.08	
RCLD-20	2.02	
RCLD-21	2.08	11,360
RCLD-22	1.32	11,649
RCLD-23	1.49	
RCLD-24	1.83	11,883
RCLD-25	1.03	8,438
RCLD-26	1.1	
RCLD-27	1.08	
RCLD-28	1.02	
RCLD-29	1.21	
RCLD-30	1.44	

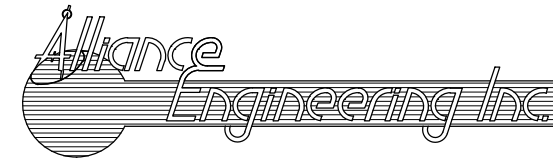
AVG:	1.43	11,490
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AF-47	0.67	5,082
AF-48	0.59	
AF-49	0.59	4,960
AF-50	0.5	7,397
AF-51	0.56	5,769
AF-52	0.37	
AF-53	0.52	6,448
AF-54	0.52	10,047
AF-55	0.39	4,269
AF-56	0.45	7,473
AF-57	0.66	7,140
AF-58	0.86	10,400
AF-59	0.5	7,172
AF-60	0.52	6,536
AF-61	0.48	6,066
AF-62	0.53	5,579
AF-63	0.54	8,663
AF-64	0.67	
AF-65	0.74	5,600
AF-66	0.79	5,556
AF-67	0.97	7,916
AF-68	1.02	6,726

AF-69		
AF-70		
AF-71	0.41	
AF-72	0.45	
AF-73	0.31	
AF-74	0.32	6,100
AF-75	0.45	5,300
AF-76	0.67	6,000
AF-77	0.44	9,021
AF-78	0.41	5,746
AF-79	0.56	7,239
AF-80	0.46	
AF-81	0.52	5,574
AF-82	0.58	6,586
AF-83	0.65	7,744
AF-84	0.56	5,740
AF-85	0.37	
AF-86	0.37	4,863
AF-87	0.39	2,670
AF-88-2AM	0.69	6,893
AF-90	0.56	6,341
AF-91	0.43	6,000
AF-92	0.41	3,854
AF-93	0.34	7,173
AVG:	0.83	6,330





 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84060-2664	(435) 649-9467	STAFF: MICHAEL DEMKOWICZ RYAN BETZ	AERIAL PHOTOGRAPH PROPOSED HUNTSMAN ESTATES 5000 ROYAL STREET	SHEET 1 OF 1
	DATE: 11/14/19	FOR: DV LODGE LLC JOB NO.: 3-10-19 FILE: X:\Deer Valley\dwg\PlatExhibits\5000 Royal Street-ortho.dwg		

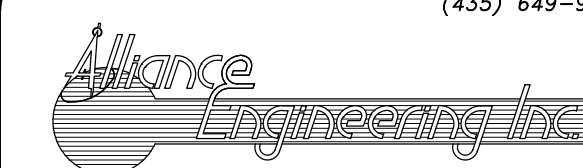
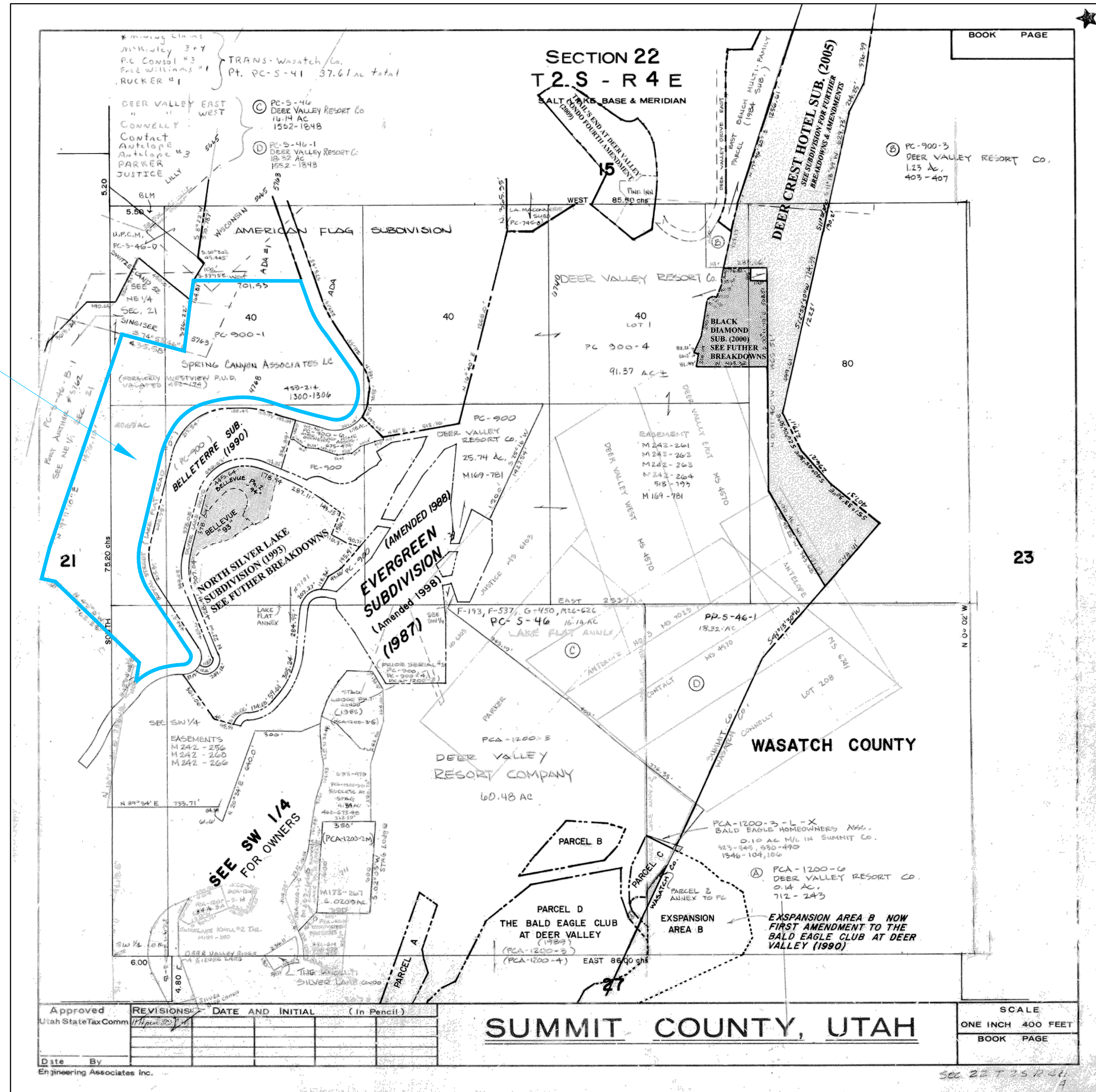








SUBJECT
PROPERTY



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

(435) 649-9467

STAFF:
MICHAEL DEMKOWICZ
RYAN BETZ

DATE: 11/14/19

OWNERSHIP EXHIBIT
PROPOSED HUNTSMAN ESTATES
5000 ROYAL STREET

FOR: DV LODGE LLC
JOB NO.: 3-10-19

FILE: X:\Deer Valley\dwg\PlatExhibits\5000 Royal Street-ownership map.dwg

SHEET
1
OF
1

From: [User](#)
To: [Alexandra Ananth](#)
Cc: [Teri Boone](#); [Debra Kasirer](#); [Lynda Shay](#); [Bob Dillon](#); [Richard Thompson](#)
Subject: Huntsman application
Date: Monday, June 22, 2020 11:12:05 AM

Dear Ms. Ananth,

Yesterday an email was sent to you from Bob Dillon, who is a member of the American Flag board and a recently retired land use attorney. Please submit his email along with mine to the City council prior to its meeting on June 25 when the Huntsman application will be heard. As you are aware I am the president of the American Flag board.

Our subdivision is located directly across and over the Huntsman property. Many of our homes on the west side of Centennial, Royal Street Court, Golden Eagle Dr. and Golden Eagle Court face directly opposite the application site. It is imperative that any outdoor lighting on the project should be shielded from the view of our home owners. After the Stein Erickson Residences were constructed, there was a real problem with the brightness of the outdoor lighting disturbing the privacy of many of our American Flag neighbors. The Residences sit directly above us. We are concerned about having the same problem reoccur with the Huntsman project.

Wildfires are a real threat to our subdivision. The Huntsman property is dominated by both vibrant and dead trees. Many of the trees have fallen to the ground and can become an incendiary fuel. The arborist plan needs to include requiring the clean up of dead trees on the ground.

Please promptly forward our emails to Council. Thank you for your attention to this matter.

Rick Barros, 234 Golden Eagle Dr.

From: [Robert Dillon](#)
To: [Alexandra Ananth](#)
Cc: "User"
Subject: RE: Huntsman Staff Report
Date: Sunday, June 21, 2020 1:05:26 PM

Alexandra,

The American Flag HOA has the following requested changes:

Expand the lighting restriction in Condition of Approval #8 from just the prohibition on exterior lighting for the amenities to require all outdoor lighting on buildings, streets and landscape areas to be properly shrouded to provide no adverse impact on surrounding neighborhoods in accordance with best practices under "dark sky" ordinances.

Expand Condition of Approval #9 to include a requirement that the subdivision HOA be required to submit an Arborists Assessment for tree maintenance and removal for areas included in Zone 3, and that the HOA be required to comply with such plan in the future.

Please let me know if you have questions.

Regards,

Bob Dillon

From: User
Sent: Tuesday, June 02, 2020 3:28 PM
To: Bob Dillon <rdillon6565@gmail.com>
Subject: Fwd: Huntsman Staff Report

Bob— Attached is an email from Senior Planner Alex Ananth. She supports strong language to require that the applicant's wildfire plan include requiring that the ground area must also be cleaned up in addition to the dead standing trees. Also, she suggests that the language about outdoor lighting may need to be tighter to protect American Flag. Please take a look at the language presented in the various reports and let me know what you think. Thanks.
Rick

Begin forwarded message:

From: Alexandra Ananth <alexandra.ananth@parkcity.org>
Subject: Huntsman Staff Report
Date: June 1, 2020 at 4:21:23 PM MDT
To: "Rickb959@aol.com" <Rickb959@aol.com>

Attached is the Staff Report from last week's meeting. Condition #8 notes that the amenities shall not have exterior lighting meant to allow for night time use.

Condition #9 deals with trees.

I'm happy to consider beefing up these condition prior to the June 25 meeting. My Staff Report for that meeting goes out on June 22 so I will be finalizing it the week prior, ideally by the 15th.

Here is the link to the last PC Agenda which has links to all the Exhibits in case you wanted to look at any of those.

https://granicus_production_attachments.s3.amazonaws.com/parkcity/91fddc0d6be32f7241dfb4d494c15c3a0.pdf

Best,
Alexandra

Alexandra Ananth

From: User <rickb959@aol.com>
Sent: Monday, May 25, 2020 11:19 PM
To: Alexandra Ananth
Cc: Teri Boone; Debra Kasirer; Lynda Shay; Bob Dillon; Richard Thompson
Subject: Application of DVLodge, LLC at 5000 Royal Street [Huntsman]

Dear Ms. Ananth [Sr. Planner],

We recently spoke by telephone about the above referred application before the Park City Planning Commission scheduled for May 27. I am the president of the American Flag HOA subdivision located along and on both sides of Royal Street next to the applicant's property. Our concerns include the wildfire hazard which exists on the land, the potential for night time lighting, the number of building lots requested, and the size of the homes to be built.

American Flag was provided with the names of wildfire experts by the City Fire Marshall to help us with our HOA wildfire assessment plan, and we selected Mike Quinones of Wildwood Wildfire Risk Consultants. He was asked to take a look at the Huntsman application site, which he did along with taking some photos on May 20, 2020, and they are attached. He explains that the City has adopted the Wildland- Urban Interface code by ordinance. The Huntsman property has a tremendous fuel load of dead trees, standing and on the ground. A forest management plan is needed for a development of this size. The plan must include not only what trees are to be removed from the many home sites, but what is left on the ground after the excavation. If a wildfire occurs on the property, it will rapidly climb upwards on the mountain propelled by the usual north westerly breeze. The flying embers will most likely contact the wooded areas in American Flag around Golden Eagle, Centennial and Royal Street. Will such an inclusive management plan be required of the applicant by the Planning Commission?

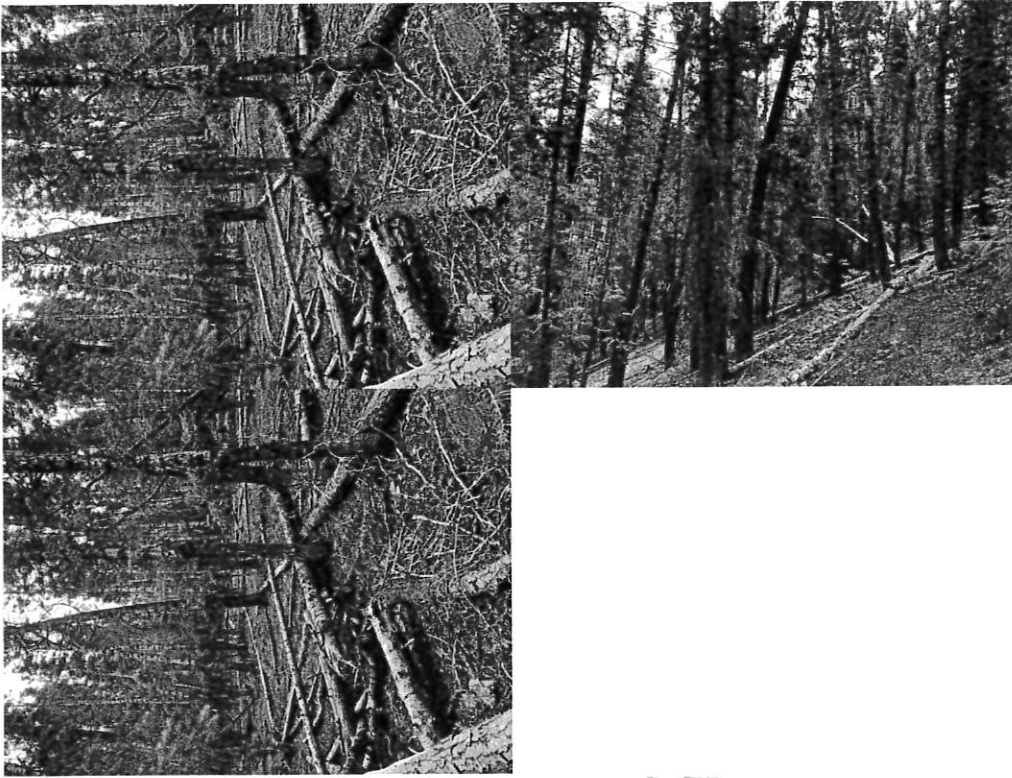
American Flag lies right under the Stein Ericksen Residences area. After that project was built our HOA was enveloped in piercing, bright, night time lighting. We requested light reduction from the development and there was compliance. The result is a more darker environment even though many of our neighbors are still bothered by the amount of light emitted. The Huntsman applicant has indicated it may install night time lighting for recreational purposes, which would shine directly onto American Flag homes. What will the City require that will insure there will be no recreational outdoor night time lighting?

The City regulations would permit 14 home sites on the land mass. But the applicant desires 2 more in a density exchange. The land being offered to the City in the exchange for the most part is not buildable. The building project should be compatible with the surrounding subdivisions, which have more substantial lot sizes. Will the City consider comparable lots sizes when it decides how many lots to approve?

There is already one huge home on the applicant's property. American Flag is opposed to any more motel size structures being built in its vicinity. To be compatible with surrounding neighborhoods, a limit of 6,500 square feet of home size should be permitted. Will the City limit the size of the homes to be built to 6,500 square feet?

Please present this email to the Planning Commission at the May 27 meeting. Thank you for your aid in this matter.

Rick Barros, president of American Flag HOA, 435-649-3011



100 100 100

Surrounding Neighborhood House Sizes (Belleterre and American Flag)

<u>Address</u>	<u>Lot Size</u>	<u>House Size*</u>		
9 Eagle Court	35,547	3,332		
5780 Silver Lake Dr.	53,495	4,157		
6 Royal Ct.	28,233	4,288		
418 Centennial Cir.	23,926	5,083		
4 Royal Ct.	26,781	5,086		
4 Eagle Ct.	14,268	5,160		
406 Centennial Cir.	32,718	5,586		
402 Centennial Cir.	35,084	5,684		
242 Golden Eagle Dr.	27,959	5,842		
12 Eagle Court	73,876	5,979		
6080 Silver Lake Dr.	54,377	6,143		
5890 Silver Lake Dr.	33,113	6,358		
430 Centennial Cir.	20,901	6,550		
238 Golden Eagle Dr.	16,328	6,688		
6 Eagle Court	16,722	6,779		
6050 Silver Lake Dr.	51,545	6,997		
6010 Silver Lake Dr.	34,569	7,033		
7 Eagle Court	30,158	7,282		
426 Centennial Cir.	23,649	7,284		
394 Centennial Cir.	44,418	7,445		
234 Golden Eagle Dr.	150,045	7,570		
6160 Silver Lake Dr.	85,940	7,815		
10 Eagle Court	18,926	7,890		
2 Royal Ct.	25,680	7,929		
5920 Silver Lake Dr.	31,284	8,137		
5850 Silver Lake Dr.	37,804	8,150		
422 Centennial Cir.	21,397	8,166		
6120 Silver Lake Dr.	69,544	8,356		
8 Eagle Court	16,914	8,473		
398 Centennial Cir.	41,626	8,876		
414 Centennial Cir.	24,120	9,623		
10 Royal Ct.	83,679	9,752		
226 Golden Eagle Dr.	35,884	9,934		
Average	40,015	6,952	Median	6,633

* Info taking from Summit County Website. Includes Living Area, Basement Area and Attached Garage Area

LOT AREA TABLE			
LOT NUMBER	LOT AREA (ACRE)	L.O.D. (ACRE)	L.O.D./LOT AREA (%)
1	0.69	0.21	31%
2	3.04	0.58	19%
3	2.78	0.49	18%
4	0.97	0.30	31%
5	1.20	0.40	36%
6	0.82	0.23	28%
7	0.67	0.21	31%
8	0.62	0.21	33%
9	0.63	0.21	34%
10	0.60	0.25	41%
11	0.54	0.25	46%
12	22.06	—	—
13	0.70	0.31	45%
14	0.66	0.28	43%
15	0.67	0.29	43%
COMMON AREA	0.88	—	—
ADDT'L LAND WEST	1.03	—	—
ADDT'L LAND EAST	0.69	—	—

Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: David Everitt

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager to Sign Addendum #1 to the Professional Services Agreement for Arts and Culture District Owner's Representative Services Between Park City Municipal Corporation and GTS Development, LLC, through February 28, 2021, in an Amount Not to Exceed \$820,385.00, for a Total Amount of \$1,069,384.96

(A) Public Input (B) Action

Suggested Action:

Attachments:

[GTS Agreement First Addendum Staff Report](#)

[Exhibit A: RFQ Arts and Culture PCMC Owner Representative Project Management Services](#)

[Exhibit B: GTS Proposal for Owner Rep Services](#)

[Exhibit C: GTS Original Professional Services Agreement](#)

[Exhibit D: Draft GTS Agreement First Addendum](#)

City Council Staff Report



Subject: Addendum #1 to the Professional Services Agreement for Arts and Culture District Owner's Representative Services Between Park City Municipal Corporation and GTS Development, LLC.

Author: David Everitt

Department: Executive

Date: July 9, 2020

Type of Item: Administrative

Recommendation

Authorize the City Manager to sign a First Addendum to the Professional Services Agreement between Park City Municipal Corporation and GTS Development, LLC for continued owner's representative services through February 28, 2021 with a not to exceed amount of \$820,385.00, for a total not to exceed amount of \$1,069,384.96, inclusive of previous payment.

Executive Summary

Park City Municipal Corporation ("City"), Sundance Institute, and the Kimball Art Center (collectively "Partners") are engaged in planning and development activities that will result in the creation of the Park City Arts and Culture District ("District") in the Bonanza Park area. In early 2020, the City selected GTS Development, LLC. ("GTS") to provide owners representative services for the continued master planning of the District generally and the development of the City-managed facilities specifically.

GTS has been working via a short-term contract to facilitate a range of predevelopment activities necessary to advance the District planning process. To continue with these activities, the City and GTS need to approve an addendum to the current agreement that would authorize additional work through the land use entitlement process, site preparation, and the preparation of pre-construction activity bid packages. This addendum would authorize work through February 2021 and cost \$820,385 plus pass through expenses associated with stakeholder and community engagement.

Background

In 2017, the Partners agreed to develop the Park City Arts and Culture District ("District") in the Bonanza Park area.

In early 2020, the City selected GTS through a competitive bid process to act as the City's owner's representative to coordinate and manage development of the District on behalf of the City. GTS commenced working via a short-term agreement in order to

facilitate the transfer of knowledge from the previous project lead and to continue with the development of the District. That agreement expires June 30, 2020.

The scope of work for owner's representative services is comprehensive; it includes managing the land use entitlement process, site preparation planning, designing and conducting public and stakeholder engagement, developing the various governance, operations, and activation agreements with the District partners, facilitating the selection of a construction firm, supervising that firm throughout construction, and managing the move-in, building calibration, and post-occupancy certification processes. (See Exhibit A on page 13 of the Original Agreement).

Analysis

The proposed First Addendum allows GTS to continue with owner's representative services as defined in the Original Agreement's Exhibit A: Scope of Work through February 28, 2021. If schedules hold, this would advance the District through design development, pre-construction site preparation (including site demolition), and construction firm selection. An additional addendum would be required to proceed with the first phase of actual construction.

This Addendum authorizes payments totaling \$820,385, which is a portion of the overall expectation for owner's representative services for this project. Additional expenses associated with community and stakeholder engagement such as the project website creation and maintenance and presentation materials will be billed as pass-through costs.

Additionally, the City Council will need to approve a separate agreement with a construction firm for demolition and construction services. These two additional approvals provide the Council with an opportunity to approve moving forward with construction and the concomitant financial obligation.

Funding Sources

The Park City Arts and Culture District is a public-private mixed-use development that aligns across critical community priorities. Funding comes from a variety of sources:

- The Kimball Arts Center and the Sundance Institute will purchase their land from the City and design, construct and operate their respective facilities;
- The City will fund the majority of municipal project construction and operating costs through cash and bonds issued against the 1% Transient Room Tax. Operating funds will also be received through rent revenue in the District;
- Transit operating and construction costs will come from the Transit and Transportation fund;
- Funding for active transportation connections may come from the previously issued voter approved walkability bonds and/or other sources. Better connections in and around the District will resolve major connectivity gaps between several community

walkways and trails, as well as provide safe connections to adjoining commercial and residential areas.

- Munchkin Road improvements will be funded through City streets impact fees and improvement funds.
- Housing will be funded partially from the City's RDA housing pipeline funds (land and 20% of construction costs) and through a Park City Housing Authority Rent Revenue Bonds (80% of construction costs).

Attachments

- A. The City's Request for Qualifications for Owner's Representative Services
- B. GTS' response to the City's RFP
- C. Original Agreement
- D. Draft First Addendum

Park City Municipal Corporation
Park City, Utah
REQUEST FOR QUALIFICATIONS



Owner Representative and Project Management Services
for the Arts & Culture Mixed-Use Development

Issue date: October 14, 2019

Proposal Due Date: By Friday, November 1, 2019, at 4:00 p.m. Mountain Time

Questions Due Date: October 25, 2019

Nate Rockwood
Director of Redevelopment & Capital Management
(435)615-5179
nrockwood@parkcity.org

Mail or Hand Delivery Submissions:
Park City Municipal Corporation
Budget Offices, 3rd Floor
Attention: Nate Rockwood
445 Marsac Ave.
P.O. Box 1480
Park City, UT 84060

In the absence of the project manager, proposals should be dropped off to the City Recorder, located at 445 Marsac Avenue, Third Floor – Executive Department, Park City, UT 84060."

Electronic Submission:
Email PDF format file directly to nrockwood@parkcity.org
Files may not exceed 7 megabytes

Table of Contents

1. PROJECT PURPOSE AND BACKGROUND	1
I. Introduction.....	1
II. Background.....	3
2. SCOPE OF WORK	3
I. Project Description	5
II. Project Schedule	6
3. PROPOSAL SUBMITTAL REQUIREMENTS	6
I. Proposal Format	6
II. Proposal Content	6
4. EVALUATION METHOD	9
I. Evaluation Criteria	9
II. Selection Procedure	10
5. PARK CITY MUNICIPAL STANDARD SERVICE PROVIDER AGREEMENT	11
I. Information to be submitted.....	11
II. Preparation of Proposals	11
III. Proposal Information.....	11
Appendix A: Draft Professional Services Agreement	12
Appendix B: Arts & Culture District Programming Documents.....	12

1. PROJECT PURPOSE AND BACKGROUND

I. Introduction

Park City Municipal Corporation (“PCMC”) is issuing this Request for Qualifications (“RFQ”) for the services of qualified owner representative and project management consultants or team with direct knowledge, technical capability, and experience in working with arts organizations, local governments, and community residents to implement an Arts and Culture District development and operational vision.

PCMC is searching for creative, highly skilled, forward thinking, and collaborative consultants with an impressive record of success. Working with PCMC’s development partners, design consultants, elected officials, and staff, the selected consultant team will lead the Arts & Culture District’s established vision and conceptual designs (Appendix B) through land-use entitlements including master plan and subdivision approval, design documentation completion, bidding, construction and occupancy project phases.

The development must be implemented consistent with the project’s goals:

- Accentuate views creating a sense of connection to the natural beauty of the Wasatch Mountains surrounding the site.
- Invite local residents, visitors and a diverse audience of all ages into a Community Living Room.
- Showcase the presence of art and culture by providing a dynamic, vibrant pedestrian experience that is inviting, unique and culturally relevant.
- Provide a public gathering space equipped to hold outdoor events and screenings to serve the entire district.
- Provide a gracious experience whether entering by foot, car, bus or bike.
- Provide a lively daytime and nighttime experience leveraging the arts year round.
- Connect to other districts: Rail Trail, Iron Horse, Main Street, Poison Creek, Prospector and the Sundance Theatre District (Ray Theater).
- Anticipate complimentary buildings that work well together and communicate with each other seamlessly.
- Allow parking to accommodate public programs and gatherings when not needed for cars.
- Create new arts and cultural participation and opportunities for Park City residents.
- Be sustainable with an appropriate mix of earned and contributed income.
- Showcase and incorporate the City’s energy, transportation and housing goals.
- Enhance the local and regional identity of Park City as an arts community.
- Be part of a “complete community” where residents want to live, work and play.

And consistent with Park City's community critical goals of:

- Housing - Middle Income, attainable and affordable housing
- Transportation - Congestion reduction; local and regional plans
- Energy - Energy conservation, renewable energy/carbon reduction and green building incentives
- Social Equity - equitable public administration of services, justice and social well-being

Furthermore, the project's development requires financial contribution and close coordination with the partner developers of the Sundance Institute ("SDI") and Kimball Art Center ("KAC") – each designing and building their own facility on the site.

SDI is dedicated to the discovery and development of independent artists and audiences. Through its programs, SDI seeks to discover, support, and inspire independent film, media, and theatre artists from the United States and around the world, and to introduce audiences to their new work. As a champion and curator of independent stories for the stage and screen, SDI provides and preserves the space for artists in film, theatre, film composing, and digital media to create and thrive. SDI was founded in 1981 to foster independence, risk-taking, and new voices in American film. Today, they provide 25 residential labs, grants exceeding \$3,000,000, and ongoing mentorships that support more than 900 artists each year. Each January, the Sundance Film Festival introduces a global audience to groundbreaking work and emerging talent in independent film.

KAC has been a pillar of Park City's art community since 1976. Exhibitions provide local access to nationally renowned artists and works and include quarterly Art Talks. Admission to their museum to see renowned exhibitions has remained free since day one. They provide over 300 visual art classes to youth and adults each year, including welding, encaustic, painting, drawing, photography, stained glass and more in our studios. Their Arts Education Program partners with K-12 schools and bridges a critical gap to provide immersive and quality art classes to youth who would not receive an arts education in their school without our programming. Their outreach programs illustrate vibrant partnerships that enhance our community through art. Their largest event of the year is the annual Park City Kimball Arts Festival held the first weekend in August, which brings over 225 jury-selected artists from around the country to Park City for approximately 50,000 attendees to enjoy.

Arts and culture programs, services, and activities play an important role in a community's social and economic well-being. Activities may include festivals, live performances, films, exhibits, art education, public art and social gathering. Additionally, the Arts and Culture District

is to be used as a year-round destination area for both tourists and local residents, and have the ability to be transformed and used for special event activities.

II. Background

In July 2017, PCMC entered into a purchase agreement for 5.25 acres at the southwest corner of Kearns Blvd. and Bonanza Dr. It is a mixed-use property zoned as General Commercial and requires integration of the surrounding site multi-modal accesses - including close coordination with offsite utility improvement, the Munchkin Road extension and re-build (between Bonanza Drive and Homestake Road) projects. SDI and KAC desire to locate their headquarter operations on this site. In addition to new SI and KAC facilities and amenities, PCMC is developing a sub-grade and structured parking, a bus transit hub, multi-use open plaza areas, and additional support flexible artist commercial areas, food and beverage, affordable housing, and potential other uses that support the goals and priorities of the Arts and Culture District.

In December 2017, PCMC selected the design team of Lake Flato and MHTN to lead the master planning efforts of the entire Arts and Culture District and design the PCMC funded building and site amenities. SDI and KAC are proceeding with their own design teams for their individual buildings. The following summary information is provided to convey the scale of the project; however, the information is provided in more detail in Appendix B, remains conceptual, and will change and refine as the design develops further:

- PCMC will build approximately 170K square feet of structured parking to meet the needs of the new development, and will build and own a bus transit facility on the site.
- PCMC will build approximately 80K square feet of additional support flexible artist commercial areas, food and beverage, affordable housing, and potential other uses that support the goals and priorities of the Arts and Culture District.
- PCMC is building their scope of the development as a net-zero energy development focused on the long term health of the community.
- SDI will build approximately 40K square feet of film arts studio, screening, exhibit, administrative offices and a café/bar in a stand-alone building.
- KAC will build approximately 30K square feet of visual arts exhibit, studio, classroom, administrative offices and a restaurant in a stand-alone building.

2. SCOPE OF WORK

PCMC is issuing this RFQ for qualified consulting services who will provide services to PCMC and be responsible for serving as the PCMC's project manager leading the project through the land use entitlement processes; facilitating and negotiating development and operational agreements between PCMC, SDI and KAC as the anchor owner occupants; and overseeing the implementation phases of design development, construction document, bidding, and construction administration. The work outlined in this RFQ requires experience and best

practice leadership and management in development implementation of new Arts and Culture District in Park City.

This RFQ's owners' representative and project manager will:

- Coordinate all project matters at the delegation of the designated PCMC project lead and manager.
- Maintain an organized filing system for all project documents and records. At the project's completion the records will be turned over to PCMC or at any time at PCMC's request.
- Schedule, attend, conduct, and record minutes as requested.
- Assist in making presentations about the project to the governing bodies and public.
- Provide monthly reports containing (a) status of the project; (b) comparison of the project's established budget to the actual costs to-date; (c) comparison of the project's established schedule to the actual work completed to date; (d) summary of changes to the design or anticipated costs; (e) a status of any outstanding issues requiring action or approval by PCMC; and (f) any other reports concerning the project feasibility and progress.
- Reviewing and ensuring the timely processing of any PCMC project consultant invoice or pay application.
- Facilitate discussions and provide recommendations to PCMC on how to improve the project's energy efficiency, cost efficiency, and schedule efficiency.
- Assist in the bidding of construction and/or construction management services for the project.
- Coordinate obtaining all the necessary building permits or other necessary construction approvals.
- Assist in any site logistic plans in preparation of and during construction.
- Assist in procurements and agreements with potential leases of PCMC spaces within the project.
- Assist in the review of any change orders.
- Assist in the design and construction coordination of any off-site improvements related to the project.
- Notify PCMC of any project scope, schedule, budget, or contractual compliance of the design professionals and contractor in an urgent and timely manner.
- Advise on any recommended special inspections or third party verifications that would help to ensure the success of the project.
- Ensure project construction records are complete and provided to PCMC per their contract obligations or make thorough and clear recommendations of how to rectify a non-compliance situation.

- Assist in developing an occupancy plan for PCMC spaces.

I. Project Description

The anticipated project phasing and schedule for the: (1) land use approvals; (2) purchase/sale, development and operational agreements negotiation and execution between the development partners; and (3) design development through construction administration and occupancy are as follows:

A. Phases of Work

Phase 1 Land Use Entitlements & Application Process

The first phase of work is anticipated to take six to nine months' time and includes coordinating under the project lead's direction the submission and review communications between the design consultants, PCMC's planning staff and any other regulatory agency or department. The Park City Municipal Code Land is available online ([link](#)).

Phase 2 Development & Operational Agreements

The second phase of work is anticipated to take six to eight months and includes weekly meetings and coordination with the PCMC project lead and legal counsel on developing the necessary development and operation agreements between SDI, KAC and PCMC.

Phase 3 Design Development

General oversight, at the direction of PCMC's project lead, of the design consultant as they develop the drawings with more specificity and detail than in conceptual design.

Phase 4 Construction Documents

General oversight, at the direction of PCMC's project lead, of the design consultants as they finalize all the technical design and engineering including structural engineering and detailing, heating air conditioning and ventilation systems, plumbing, electrical, gas, energy calculations, and all products and materials are selected and scheduled. Multiple drawing sets, including a filing set for building permit approvals and a set of bidding for construction are anticipated. The project also anticipates multiple permit and bid packages including demolition, site preparation, footings and foundations, and for separate buildings.

Phase 5 Permits & Bidding

General oversight, at the direction of PCMC's project lead, of the building permit and bidding process and progress and monitoring compliance with PCMC codes, requirements, and consultant contracts. Multiple contractors will submit bids on the job. Again, multiple permit and bid packages including demolition, site preparation, footings and foundations, and potentially separate buildings are anticipated.

Phase 6 Construction Administration

General oversight, at the direction of PCMC's project lead, of the construction process and progress and monitoring compliance with PCMC codes, requirements, and consultant contracts.

Requires visiting the job site during construction to see progress and ensure the contractor is following the plan and reviewing the contractor's monthly invoices to confirm work completion. Also requires being available to answer questions and provide additional information as to issues that arise as well as reviewing requested change orders. This phase is completed when the final inspections are finished and PCMC obtains all Certificates of Occupancy

Phase 7 Occupancy & Post Occupancy Evaluation

Tenants of PCMC owned buildings are expected to occupy the spaces when the construction is complete. This phase includes assisting the PCMC project lead with logistics and getting accustomed to the new facilities. Due to net zero design requirements, post occupancy evaluations will be required.

Some Phases may occur concurrently. See Project Schedule below.

II. Project Schedule

	2019	2020	2021	2022	2023	2024
Phase 1	X	X				
Phase 2	X	X				
Phase 3	X	X				
Phase 4		X	X			
Phase 5		X	X			
Phase 6			X	X	X	
Phase 7						X

3. PROPOSAL SUBMITTAL REQUIREMENTS

I. Proposal Format

The proposal shall be no longer than twenty (20) pages when printed double-sided. Proposals shall be presented in a well-organized and concise manner. If paper copies are submitted, please use only one staple and do not bind. Please provide non-recyclable covers or tabs.

II. Proposal Content

The following items must be addressed in any submitted proposal:

A. Cover Letter.

Submit a clear and concise cover letter identifying the following:

- Name of proposing organization.

- Primary contact person working on the project and their contact information.
- Proposing organization's contact information.
- Why PCMC should select the submitted proposal.
- Acknowledgement of RFQ Amendments (if any).

A. Qualifications and Experience.

Submit the following information:

- Similar experience of the proposing organization illustrating relevant projects of work related to the technical aspects and processes described in this RFQ's scope of work. Include sub-consultant (if any) capabilities as related to the scope of work and site specific projects of a similar nature to Park City's new Arts & Culture District project.
- Describe the team composition, disciplines, and the primary role of each firm or individual on the team indicating respective roles, responsibilities and related experience and qualifications. Also, include an organization chart. The information must clearly indicate the team leader for this project and the responsible party in each firm who will be providing the required professional experience. If a team approach is used, provide examples of projects completed by the team.
- Demonstrate knowledge of work to be performed. Provide an outline of the schedule noting the critical path items. If team believes there are potential challenges, those challenges should be noted along with potential solutions to address these challenges.
- Understanding of Work and Outline of Project Schedule.
- Describe the background of the key members of the team and their specific participation in previous projects that would directly relate to the work to be done for this project. This may be done in descriptive text or in a short- form resume.
- Describe the ability to undertake and complete quality projects on time and within budget. Indicate current workload and the capacity of the firm to undertake this project. Has the firm or individual engaged in litigation, arbitration or mediation as a result of design errors of omission? If yes, please explain.
- List three (3) references with which the team or key members of the team have worked in the last five (5) years, for projects of similar size or scope, indicating projects done. Provide all contact information, such as address, telephone number, fax number and email address. Proposals that do not provide a completed section for references will not be considered further.
- Any supplemental material to support the firm's selection for this process.

C. Work Plan.

Provide a preliminary and high level work plan identifying the team approach such as recommended tasks to be accomplished, the positions or individuals anticipated to execute each task, estimated hours for each task and proposed deliverables, key milestone dates, and suggested priorities in accomplishing this type of development project. Provide suggestions for any additional services which may enhance the value and/or affect the overall economy and effectiveness of the project. The exact scope, timeline, deliverables, and Not-to-Exceed total for Services will be negotiated with the selected Consultant Team prior to execution of the contract.

- D. Evidence of Ability to Obtain Insurance.
- General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage. The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.
 - Automobile Liability insurance with limits no less than Two Million Dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
 - Professional Liability (Errors and Omissions) insurance written on claims made basis with limits no less than One Million Dollars (\$1,000,000) combined single limit per occurrence.
 - Workers Compensation Workers Compensation insurance limits written as follows: Bodily Injury by Accident Five Hundred Thousand Dollars (\$500,000) each accident; Bodily Injury by Disease Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollars (\$500,000) policy limit.
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, 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.
- F. The Service Provider'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.
- G. Professional Services Agreement Statement.
A copy of the City's standard Professional Services Agreement is included in the Attachments Section of this RFQ. Please include a statement indicating that you (1)

accept the Agreement as is or (2) propose changes and specify. The nature and extent of requested changes to our standard contract (i.e., unwillingness to comply with the City's insurance/indemnity provision) will count against a proposal.

H. Fee Schedule.

Fixed hourly rates for each person who will be assigned, titles, and applicable rates. For example: Joan Smith, Principal In-Charge, \$150 per hour; and any anticipated additional reimbursable expense rates.

The proposal must include a list of hourly billing rates for all personnel involved in the project for the Lead Consultant as well as Sub-Consultants in the case of addition of mutually agreed upon scope. The exact scope, timeline, deliverables, and Not-to-Exceed total will be negotiated with the selected Consultant Team prior to execution of the contract.

Price may not be the sole deciding factor.

The instructions below provide guidance and information to respondents to this RFQ to prepare and submit concise responses. The purpose is to establish the format and contents of the proposal so that the responses are complete, contain essential information, and can be easily evaluated.

4. EVALUATION METHOD

I. Evaluation Criteria

CRITERIA	Weighting
<i>QUALIFICATIONS</i>	
Understanding of work to be completed.	25 percent
Qualifications/expertise of team members in visioning, planning, programming, and developing successful arts and culture districts.	50 percent
<i>SCHEDULE</i>	
Approach to the project and schedule outlining critical path items.	15 percent
<i>Compensation Rates</i>	
Hourly Rate Schedule	10 percent

II. Selection Procedure

- A. All respondents must address submittal requirements outlined in *Section 3, Proposal Submittal Requirements*. Each respondent bears the sole responsibility for the items included or not included in its submittal. Deviations from or exceptions to the terms and specifications contained within this RFQ, if stipulated in a submittal, while possibly necessary in the view of the submitting respondent, may result in disqualification.
- B. After evaluation of the complete proposals received in response to this RFQ, City staff and other community representatives as part of the selection committee may conduct interviews with one or more applicants.
- C. During any interviews, applicants will be encouraged to elaborate on their qualifications, experience, performance data, project approach, and staff expertise relevant to the project. PCMC expects the key personnel proposed for the project to be present at the interviews.
- D. At the conclusion of the interviews, the Selection Committee shall rank, in the order of preference, the applicants whose professional qualifications and proposed services are deemed most meritorious.
- E. Negotiations, including the final scope of work, shall then be conducted with the applicant ranked first. If a contract satisfactory to PCMC can be negotiated at a fee considered fair and reasonable, the award shall be made to that applicant. Otherwise, negotiations with the applicant shall be formally terminated and the City will move on to the next applicant.
- F. Park City Municipal's policy is, subject to Federal, State, and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.
- G. PCMC reserves the right to complete the selection process without proceeding to an interview process, and may choose to select based on the information supplied in the Statement of Qualifications. PCMC reserves the right to select the applicant(s) whose qualifications, in the City's sole judgment, best meet the needs of the City. Award of contract is subject to approval by the City Council of Park City.

5. PARK CITY MUNICIPAL STANDARD SERVICE PROVIDER AGREEMENT

A. The successful proposal will be required to enter into Park City's Professional Service Agreement, in its current form, with the City. A draft of the Agreement is attached to this RFQ. If there is a conflict between the written and numerical amount of the proposal, the written amount shall supersede.

B. ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN PARK CITY MUNICIPAL CORPORATION'S STANDARD AGREEMENT MUST BE SUBMITTED TO PARK CITY MUNICIPAL CORPORATION NO LATER THAN THE PROPOSAL/SUBMITTAL DEADLINE. PARK CITY MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO PARK'S CITY'S STANDARD INSURANCE AND INDEMNIFICATION PROVISIONS SHALL BE APPROVED IN PARK CITY'S SOLE DISCRETION.

C. Any service provider who contracts with Park City is required to have a valid Park City business license.

I. Information to be submitted

To be considered, a PDF format electronic file of the proposal must be sent to Nate Rockwood via email at nrockwood@parkcity.org or on a thumb drive via mail to the Park City Budget Offices, 445 Marsac Ave., Park City, UT 84060 by Friday, November 1, 2019, at 4:00 p.m. Mountain Time.

II. Preparation of Proposals

A. Failure to Read. Failure to Read the Request for Qualifications and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

III. Proposal Information

A. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

B. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.

C. Rejection of Proposals. Park City Municipal Corporation reserves the right to cancel or modify the terms of this RFQ and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for qualifications. Park City will provide respondents written notice of any cancellation and/or modification. Furthermore, the City shall have the right to waive any informality or technicality in proposals received when in the best interest of the City.

D. No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFQ.

E. Park City Municipal Corporation's policy is, subject to Federal, State and local procurement laws, to make reasonable attempts to support Park City businesses by purchasing goods and services through local vendors and service providers.

F. If bidder utilizes third parties for completing RFQ requirements, list what portion of the RFQ will be completed by third parties and the name, if known, of the third party.

Appendix A: Draft Professional Services Agreement

Appendix B: Arts & Culture District Programming Documents

APPENDIX "A"



PARK CITY MUNICIPAL CORPORATION
Owner Representative & Project
Management Services for the
Arts & Culture Mixed-Use Development





December 3, 2019

Park City Municipal Corporation
Attn: Nate Rockwood
Capital Budget and Project Manager
P.O Box 1480
Park City, Utah 84060

Re: Owner Representation and Project Management Services for the Arts and Culture Mixed-Use Development

Dear Selection Committee Members:

The Partnership of Park City Municipal Corporation, the Sundance Institute, the Kimball Art Center and Community Stakeholders joining to create a new Arts and Culture District will capture an incredible opportunity to create a legacy of creativity, placemaking and cultural development for our community. GTS Development Services, both as a company and as active and engaged members of the community, applaud this great vision and we are well-qualified to lead the development process.

Our team is uniquely qualified to provide the skilled leadership and management to successfully deliver achieve key development milestones and understand the needs and desires of the Sundance Institute, The Kimball Arts Center, the PCMC City Council, the Mayor's office and PCMC staff, as well as key stakeholders and community Members.

Our team has direct knowledge, technical capability, and experience working with arts organizations, local governments and community residents to implement an Arts and Culture District development and operational vision.

GTS and our assembled team worked together to create the new Eccles Theater and Main and Regent District in Salt Lake City. The team began work over nine years ago with a similar Arts anchored mixed-use plan that successfully engaged multiple Public Agency Owners and operators, stakeholders including adjacent property owners, arts groups, and Private developers to achieve a successful Arts and Culture mixed-use project.

- GTS Development Services is a leader in strategic development planning and project management for Arts anchored mixed-use development and creative placemaking.
- Construction Control Corporation was founded in 1984 to provide project/construction management and consulting services to the intermountain west's construction community.



We will provide skilled owner representation and project management services incorporating best practices in leading the project delivery and operational start-up of the arts and culture district. We will lead the project through the land use entitlement process, facilitate and negotiate development and operational agreements between PCMC, SDI, and KAC as the anchor owner occupants. We will also review and comment on plans as they are developed to make sure the design achieves the Arts and Cultural District goals. We will provide ongoing presentations to the City Council, Planning Commission and at Public Open Houses to inform the community of the progress and development of the project. We will provide oversight of the design development, construction documents, bidding and construction administration, start up, and provide post occupancy evaluation of the project.

Our team thoroughly understands the process which is ahead of you. With the experience and dedication of our team we will help you create a successful legacy project for the future of Park City.

I, Stephen Swisher, will be the Principal-in-Charge of the project team and I will be the primary contact and authorized representative for the GTS Team. I certify that all information provided in this proposal is true and accurate.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen L. Swisher", with a long horizontal flourish extending to the right.

Stephen L. Swisher, AIA LEED AP
22 East 100 South 4th Floor
Salt Lake City, Utah
sswisher@GTSDvelop.com
Fax: 801-869-8725

TABLE OF CONTENTS

EXECUTIVE SUMMARY

PAGE 1

A.1 SIMILAR EXPERIENCE

PAGE 2

A.2 ROLES AND RESPONSIBILITIES

PAGE 6

A.3 KNOWLEDGE OF THE WORK

PAGE 8

A.4 UNDERSTANDING OF THE WORK

PAGE 9

A.5 TEAM MEMBER RESUMES

PAGE 11

A.6 CURRENT WORKLOAD

PAGE 18

A.7 REFERENCES

PAGE 18

A.8 SUPPLEMENTAL MATERIALS

PAGE 19

C. WORK PLAN

PAGE 21

D-F INSURANCE REQUIREMENTS

PAGE 29

G. PROFESSIONAL SERVICES AGREEMENT

PAGE 29

H. FEE SCHEDULE

PAGE 29



ARTS & CULTURE MIXED-USE DEVELOPMENT



“GTS Development and Steve Swisher deserve recognition for managing the organizational effort including operational studies, programming, design, construction and fund raising to bring the theater to a reality”

*- John Ballard, President
MagicSpace Entertainment*

Executive Summary

The Park City Arts and Culture District Mixed-Use Development will become a new nexus of creativity and cultural interaction that will create a new community living-room in Park City. It will be the home of incredible cultural assets including the Sundance Institute, the Kimball Arts Center, local non-profits and artists, workforce housing and will have on-site capacities for arts activation and cultural events. The interplay of multiple art-forms including film, visual arts, music, food, and cultural engagement will be a collaborative stage to spark new cultural and artistic ideas and endeavors. This will be a special place for the citizens of Park City to meet, gather, and participate in these activities.

The GTS Development Services (GTS) team is uniquely qualified to provide the successful planning, project management, negotiate development and operating agreements, lead the land use and entitlement approval process, and to provide construction administration and other development services for this significant, complex, and highly visible, mixed-use, creative placemaking project. GTS recently completed a similarly complex, multi-partner, high visibility mixed-use culturally focused development, in downtown Salt Lake City, the Main and Regent District and the George S and Delores Dore Eccles Theater. Similar to the Park City project there were multiple ownership partners, operating agreements, presenters and tenants, adjacent business owners, local arts organizations, food and beverage providers, and of course citizens and end-users. The project also included multiple design firms including two internationally recognized architectural firms that were designing contiguous and interlocking facilities and separate construction companies working simultaneously on a very tight densely-designed site.

The GTS “Utah Performing Arts Center Strategic Development Vision Plan” became the policy document that led to the successful completion of this Arts and Culture anchored mixed-use district development. The project included a Pelli Clark Pelli Architects designed performing arts center with a 2500 seat theater, community gathering spaces including a 9000 square foot winter-garden, lobby and performance space with a movable exterior glass wall to create an indoor-outdoor space during favorable weather, an exterior plaza with infrastructure for special event and day-to-day activation connected to a festival street lined with restaurants, black box theater space, meeting spaces, offices and parking. The project included a redeveloped pedestrian-oriented festival street aligning the back of the theater and connecting major city destinations, the City Creek Mall and Gallivan Center to create a true 18 hour a day cultural district destination downtown. The private portion of the development included a 450,000 square foot office tower designed by SOM Architects that cantilevers 40 feet over the theater at the fifth-floor level.

We achieved consensus from the multiple project owners, Salt Lake City and Salt Lake County Councils, Mayors, and Staff, the Salt Lake Redevelopment Agency (our client), the Key stakeholders and partners and operators including The Salt Lake Center for the Arts, The Downtown Alliance, multiple arts organizations, presenters and adjacent property owners and private development partners including City Creek Reserve LLC (the Church of Jesus Christ Latter day Saints) and a very engaged citizenry.

GTS operated with an open collaborative and positive “problem-solving” approach to the process that engaged project participants in a productive manner and valued and addressed stakeholder issues and concerns. Understanding the multiple project partners’ goals and operating models are key to producing and operating a successful mixed-use development.



A.1 Similar Experience

We successfully completed Development Agreements with the Tower Developers, City Creek Reserve, LLC which included air-rights and common area operating and maintenance agreements, an Ownership Agreement between Salt Lake City, the RDA and the Salt Lake County creating a joint ownership entity to direct the operation of the Theater and its ancillary spaces and an operating agreement with the Salt Lake County Center for the Arts as well as sub-agreements with Magicspace and Broadway across America as presenters as well as Food and Beverage Agreements for Concessions and Bistro Operations. GTS assisted in obtaining liquor licenses for different spaces in the facility and with facilitating tenant improvements for the Theater-owned commercial spaces on Regent Street. GTS also worked with our fund-raising consultant and raised over 37.5 million dollars in private donations for the 126 million dollar project.

Justin Belliveau was our “inside partner” in this process as the Chief Operating Office of the Salt Lake City RDA. Justin is now a Principal with GTS and will lead the effort on Development and Operational Agreements phase of the work and participate in many other aspects of the project as well. Kris Larson and Construction Control Corporation provided scheduling and estimating consulting to the GTS Team on the Eccles Project and will join our team on the Park City Arts and Culture Mixed use development.

Operational start up, project commissioning and user training are critical aspects of the project that GTS handled for the new theater with over a million dollars a week at risk in costs for canceling Broadway shows. GTS successfully managed the schedule to assure time for operator training, testing, occupancy inspections and startup. Similar to the Park City Arts and Culture Mixed-use development, GTS led the successful phased project delivery which included an excavation, core and shell and fit-out package to expedite the project schedule.

One of the more critical start up items that requires focused management is the Furniture Fixtures and Equipment purchasing and delivery. GTS handled this process for the new theater and was able to save over \$500,000 on the FF&E budget by using state, county and city negotiated purchase contracts for all of the furniture on the project. GTS was also able to negotiate new contracts for items that were not already on the States purchasing system while also having some custom furniture made using State Prison training program.

Successful placemaking is accomplished through community and stakeholder participation in generating thoughtful pedestrian-oriented design and through activation by providing on-going interesting and attractive programming. This project will accomplish these goals. The combinations of uses on the site will generate activation both during the day and after hours, including the weekends, to create a true 18-hour-a-day destination. The new Eccles Theater has hosted over 375,000 attendees per year in its first two years of operation, has generated a \$2.6 million dollars year in net operating income and has changed the heart of downtown Salt Lake City and created an attractive place to live, work and play.

GTS provides team leadership to incorporate the highest standards of planning and design into our projects. As a result, we create outcomes that deliver the highest possible return on public investment, measuring our success by the transformative changes our clients' projects create and the lasting impact it has on their community. Our approach to the work will be open and collaborative with both the Park City Municipal Corporation, Kimball Arts Center, Sundance Institute and the other project stakeholders.



MAIN & REGENT DISTRICT

Salt Lake City, Utah

The Main & Regent District Development is a mixed-use, public/private, redevelopment project in the center of downtown Salt Lake City. The project included the masterplan, coordination and concurrent development and construction of a privately developed 25-story, 450,000 sf Office tower and the programming, operating plan, design and construction of a 186,000 sf, 2500 seat Performing Arts Center. The work included master planning and coordinating the development of the adjacent Regent Street as a destination pedestrian oriented festival street and retail environment.

The district leverages the activity at the theater to create an 18-hour mixed-use environment that is distinct from the rest of downtown. The place-making project improved the connection between the City Creek Mall and Gallivan Plaza. Interior and exterior mid-block walkways created a district around and through the building connecting Main Street and Regent Street. The theater lobby was designed as a winter garden and is connected to the tower lobby. It is used for access to the tower and as an all-day public space. The truck load-in area was designed to double as an urban park and festival space.

In addition to managing complex urban design challenges, a thorough retail opportunities analysis was completed to establish the type and size of retail opportunities for Regent Street and the entire block. A major challenge of this study was to establish a retail strategy that complemented, not competed, with City Creek Mall and other Main Street retailers.

GTS served as the catalyst and project leader with community stakeholders, the SLC-RDA and City, the design team and contractor as partners through a Collaborative Process to usher this transformative project to completion. GTS's broad and extensive program management experience enables us to identify potential problems and opportunities throughout the development process leading to a successful conclusion of the project. As program manager and owners representative, GTS believes frequent (weekly) communication and interaction with the owner and the development team is essential to the quality and productivity of the project.

The Program and initial Budget for the project were determined in the pre-design phase, as GTS was engaged to develop a Pre-development Strategic Analysis. In addition to managing the development of the theater, GTS was also responsible for recruiting a private developer to build the office tower on the adjacent property. The additional property tax revenue from the Tower supported the bonds for the theater. Fund raising effort and strategic communications for the project were part of GTS scope of services. Thirty-eight and a half million dollars of private funding was successfully raised for the project prior to completion.

The Schedule for this project was complex as it involved simultaneous construction of the theater, adjacent overhanging office tower, re-construction of Regent Street and the mid-block walkway all on a tight downtown site. Due to the intricate connectivity of these facilities and spaces, it was critical to complete construction of these four separate projects at the same time- in time for the Theater Grand Opening and tenant move-in of the Office Tower.

OWNER

Salt Lake City RDA

CONSTRUCTION COST

Theater 126M

Tower \$145M

Regent Street \$11M

PROJECT TEAM:

GTS Development Services

Construction Control Corporation

SERVICES PROVIDED

Public Private Developer

Owners Representative

Program Management

Site Analysis

Stakeholder Engagement

Strategic Communications

Design Review

Construction Review

Scheduling

Cost Estimating



GEORGE S. AND DELORES DORE ECCLES THEATER Salt Lake City, Utah

The George S. and Delores Dore Eccles Theater Development is a 186,000-sf. mixed-use public-private development project in the center of downtown Salt Lake City. The new state-of-the-art performing arts center includes a 2,500-seat performance hall; a 150 seat “black box” theater; multiple venues for private and community events; and a stunning five-story Grand Lobby with retractable glass walls that invite the public to enjoy the space year-round. The project included the master plan, coordination and concurrent development and construction of a privately developed 25-story, 450,000 sf office tower and the programming, operating plan, design and construction of the Performing Arts Center, as well as the master plan for the redevelopment of the adjacent Regent street as a pedestrian-oriented destination adjacent to the theater and tower.

The theater has proven to be a valuable economic driver for downtown. GTS served as the catalyst and project leader with community stakeholders, the SLC-RDA and City, Salt Lake County, the design team and contractor as partners through a Collaborative Process to usher this transformative project to completion. GTS’s broad and extensive program management experience enables us to identify potential problems and opportunities throughout the development process leading to a successful conclusion of the project. As the Owners Representative, GTS believes frequent (weekly) communication and interaction with the owner and the development team is essential to the quality and productivity of the project.

The Program and initial Budget for the project were determined in the pre-design phase, as GTS was engaged to develop a Pre-development Strategic Analysis. GTS led a very successful fundraising campaign that raised over \$38M in private donations, which enabled the client to expand the initial program and budget leading to a first-class facility. The Schedule for this project was complex as it involved demolishing existing structures and simultaneous construction of the theater and adjacent overhanging office tower, all on a tight downtown site.

Completing construction and getting the facility operationally “Show Ready” for the Grand Opening and the first touring Broadway show was critical. In order to streamline the design and construction schedule, GTS instructed the design team to split the CDs into three separate bid packages: Demolition, Core & Shell, & Interior fit out, which allowed us to achieve “show ready” with time to spare.

OWNER
Salt Lake City RDA
Salt Lake County

OWNER
Salt Lake City RDA
Salt Lake County

CONSTRUCTION COST
\$126M, 186,000 sf

PROJECT TEAM
GTS Development Services
Construction Control Corporation

SERVICES PROVIDED
Public Private Developer
Owners Representative
Program Management
Site Analysis
Public Engagement
Stakeholder Engagement
Fundraising
Design Review
Construction Review
Cost Estimating
Permitting
Construction Administration
FFE Procurement
AE/CM Procurement

ARTS & CULTURE MIXED-USE DEVELOPMENT



Hale Centre

Sandy, Utah

The Hale Centre is a 130,000 SF theater that includes a theater in the round, proscenium theater, rehearsal spaces, dressing rooms, wardrobe, production spaces, gantry crane and stage equipment. This was an extremely complex building that also included Food Service and Hospitality areas. CCC provided construction management services on behalf of Sandy City.

Building Area: 120,000 SF

Bid Date: September 2018

Contractor: Layton Construction



JQ Lawson Capitol Theater

Salt Lake City, Utah

Program Requirements: Renovate a 100 year old theater to modernize audience and back of house spaces, construct a new lobby and build a new addition for Ballet West. CCC put together a budget for the project, which as been in various states of design and planning for over 15 years with several different sites, architects and contractors. Through extensive value engineering and a detailed estimate CCC, Salt Lake County and Ballet West were able to bring project to fruition.

Bid Date: January 2013/ December 2018

Project Cost: \$39.5M

Contractor: Okland



A.2 Roles Responsibilities and Related Experience

Our Team will be comprised of professionals from **GTS Development Services** and **Construction Control Corporation**. GTS and CCC have worked successfully together in the recent past on the Eccles Theater project and the Main and Regent District. GTS will serve as the program manager/project lead. In the event that we need additional project expertise, our project team has ongoing relationships that have specific skills lending to Arts programming, project management and on-going activation.

GTS Development (GTS) is a multi-disciplinary strategic consulting firm that manages large scale projects and programs for public and private clients. GTS provides a collaborative strategic development, planning and programming approach assisting local municipalities, redevelopment agencies, schools and universities, investors and owners PLAN, DEVELOP AND ACTIVATE transformative projects that enhance the community.

Each client and project is distinctive in its operating environment. Analyzing existing conditions, recognizing constraints, understanding problems and creating opportunities are what our talented team does best. GTS has specialized expertise in planning, public/private development, program management and project management for both public and private institutions.

Our Team will be led by Principal Stephen Swisher, he provides the leadership, vision and design insight needed to create effective project teams and **develop consensus** among stakeholders, owners, operators, architects, consultants and contractors. Stephen has the ability to understand complex projects with multi-faceted client and stakeholder interests. He successfully leads client teams and consultants in a **collaborative and inclusive** process that results in integrated design solutions that provide a creative placemaking and activation. As leader of the Consultant team, his broad design and development expertise combined with a desire to create activated and integrated urban environments has been essential in creating successful project outcomes.

With Stephen's leadership, the GTS project team will be composed of key team members that have extensive experience within their field. This experience will allow our team to deliver a quality project on time and that achieves the goals set by PCMC.

Construction Control Company

Construction Control Corporation (CCC) was founded in 1984 to provide project/construction management and consulting services to the Intermountain West's construction community.

Construction Control Corporation has served as project/construction managers on over one hundred projects since its inception. These projects include construction at the Salt Palace, Utah's largest public building, and the world renowned Salt Lake City Main Library. Construction Control Corporation has provided cost consulting and estimating services on over 3,500 construction projects since 1984. These projects range up to \$200 million in construction costs, and cover a wide variety of building types.

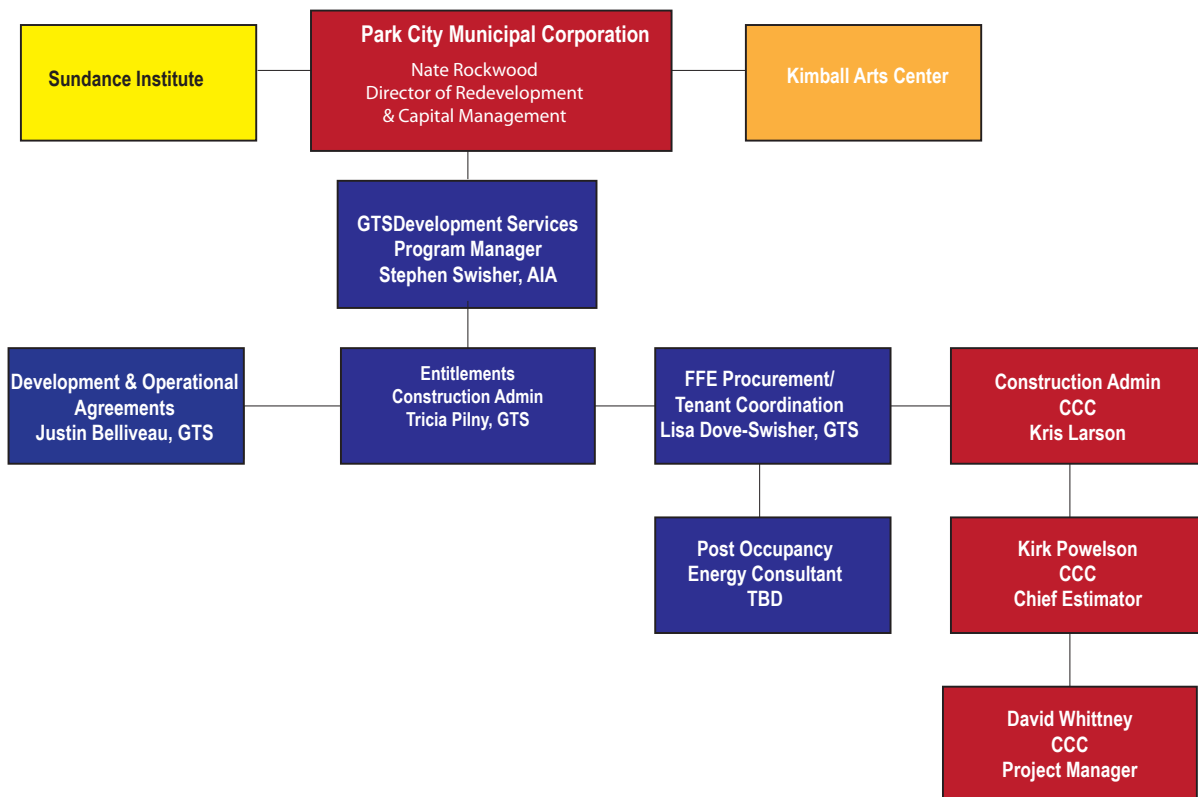
Additionally, Construction Control Corporation has provided budget and cost consulting on projects with values up to \$250 million. Construction Control Corporation employs certified value engineers and have a long history of delivering projects within budget. Construction Control Corporation has a dedicated staff of six full-time employees that includes three full-time cost estimators.

ARTS & CULTURE MIXED-USE DEVELOPMENT

Construction Control Corporation has been providing owner's representative and project management services for more than thirty years. CCC's significant experience with the local design community, and the local contracting community will provide leadership and direction throughout the project.

GTS and CCC have assembled a team that will successfully deliver the Park City Arts & Culture Mixed Use Development project. We understand the scope of the project to provide owner's representative services for Park City Municipal Corporation for mixed use development project and our TEAM is ready to work with PCMC to achieve the project goals.

Park City Arts District Organizational Chart





A.3 Knowledge of the Work

The GTS team will provide skilled owner representation and project management services incorporating best practices in leading the project delivery and operational start-up of the arts and culture district. We will lead the project through the land use entitlement process, facilitate and negotiate development and operational agreements between PCMC, SDI, and KAC as the anchor owner occupants. We will also review and comment on plans as they are developed to make sure the design achieves the Arts and Cultural District goals. We will provide ongoing presentations to the City Council, Planning Commission and at Public Open Houses to inform the community of the development of the project. We will provide oversight of the design development, construction documents, bidding and construction administration, start up, and provide post occupancy evaluation of the project.

Our TEAM's extensive experience will allow us to:

- Coordinate all project matters at the delegation of the PCMC project lead and manager.
- Maintain and organized filing system for all project documents and records.
- Schedule, attend, conduct and record minutes as needed
- Assist in making presentations about the project to the governing bodies and public.
- Provide monthly reports containing:
 - Status of the project
 - Comparison for the project established budget to the actual cost to date
 - Summary of changes to design and anticipated cost
 - Status of outstanding issues requiring action or approvals
 - Reporting concerns on project feasibility and progress
- Reviewing and ensuring the timely processing of invoices
- Facilitating discussion and providing recommendations on how to improve the projects energy efficiency, cost efficiency and schedule
- Assist in the construction bidding and/or construction management services
- Coordinate necessary building permits or other needed construction approvals
- Assist in site logistic plans in preparation of and during construction
- Assist in procurements and agreements with potential leases of PCMC spaces within the project
- Assist in review of any change orders
- Assist in the design and construction coordination of any off-site improvements related to the project
- Notify PCMC of any project scope, schedule, budget or contractual compliance of design consults and contractor in a timely manner

- Advise on any recommended special inspections or third-party verifications that would help to ensure project success
- Maintain complete construction records and provide to PCMC per contract obligations while making clear recommendations of how to rectify any non-compliance issues.
- Assist PCMC in developing occupancy plan for any PCMC spaces

Each phase of work is an estimated total of hours with the understanding that the general partners PCMC, SDI and KAC are in agreement with the current direction of the project and will be active participants in completing the work.

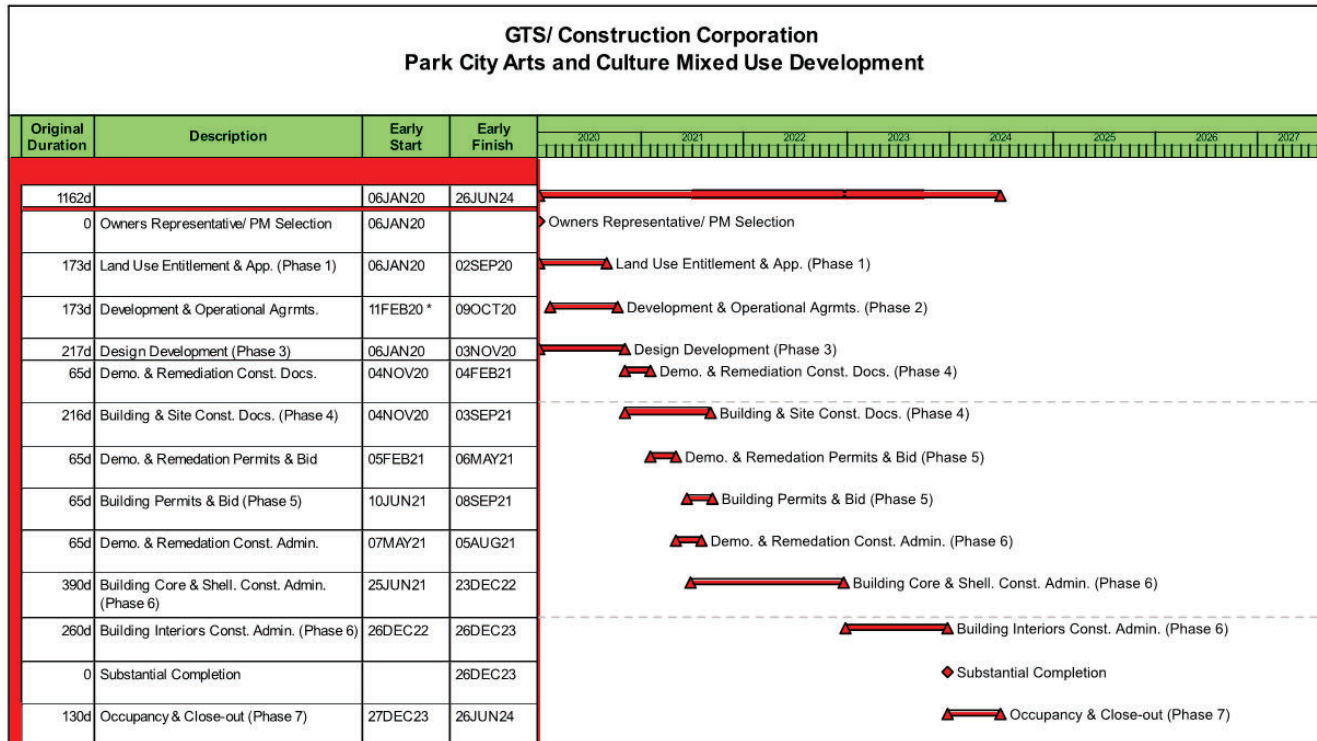
A. 4 Understanding of the Work, Project Schedule

GTS and Construction Control Corporation have assembled a team that will successfully deliver the Park City Arts & Culture Mixed Use Development. We understand the scope of the project to provide owner's representative services for Park City Municipal Corporation for mixed use development project that currently is anticipated to include:

- 170,000 SF of Structured Parking
- 80,000 SF of flexible artist support space, commercial, food & beverage, affordable housing, and other uses as they develop.
- Development will be delivered as a net zero energy development
- 5.25 Acre site development
- Provide assistance with Development and Operational Agreements with the Sundance Institute and Park City Municipal Corporation.
- Provide assistance with Development and Operational Agreements with Kimball Arts Center and Park City Municipal Corporation.
- Coordinate site development and construction activities with Sundance Institute and Kimball Arts Center

A preliminary schedule is located on the next page based on the information provided thus far. We recognize there are seasonal implications to the project that will impact this schedule. We welcome the opportunity to adjust the schedule as we gain additional detail and a greater understanding of the project.

ARTS & CULTURE MIXED-USE DEVELOPMENT



A.5 Team Members

The GTS/CCC team is ready to lend our expertise to the PCMC, Sundance Institute and the Kimball Arts Center. Our team has worked efficiently and successfully together in the recent past on the Main and Regent District and the Eccles Theater in downtown Salt Lake City. We have provided key team member resumes for your review in the following pages.

STEPHEN SWISHER, AIA LEED® AP

GTS DEVELOPMENT SERVICES, PRINCIPAL IN CHARGE

Stephen Swisher, AIA LEED AP brings over 35 years' experience in Architecture, Planning and Urban Design to GTS Development, LLC. He has led the development and design of significant award-winning public and private projects including educational, civic, commercial, retail, office, residential and mixed-use project types. Formerly the principal of Swisher & Hall Architecture in Las Vegas, Nevada an award winning regional architectural firm; he provides the leadership, vision and design insight needed to create effective project teams and develop consensus among stakeholders, owners, operators, architects, consultants and contractors.

Stephen has the ability to understand complex projects with multi-faceted client and stakeholder interests. He successfully leads multi-partner development teams and consultants in collaborative and inclusive process that results in integrated design solutions that yield a high return on investment. As leader of the development team, his broad project and development expertise combined with a desire to create activated and integrated urban environments has been essential in creating successful project outcomes. *Steve will serve as the project lead for the PCMC Arts and Culture Mixed-use District.*

REPRESENTATIVE PROJECT EXPERIENCE

Utah Performing Arts Center, Developer/Owners Rep/Program Manager
Redevelopment Agency of Salt Lake City
Salt Lake City, Utah
\$126M, 186,000sf

Main & Regent District- Theater-Developer/Owners Rep/Program Manager
Redevelopment Agency of Salt Lake City
Salt Lake City, Utah
\$126M, Regent Street \$11M, Tower \$145M
*IEDC Silver Award- "Best Public Private Development Project of 2017"

Northwest Career & Technical Center- Design Principal
Clark County School District
Las Vegas, NV
\$75M, 227,000sf
*James D. McConnel Award Winner

City of Las Vegas Downtown Redevelopment Master Plan
61 Acres
Las Vegas, NV

McCarran International Airport
Consolidated Rental Car Facility
Las Vegas, NV

Santa Fe Career and Technical Academy
Educational Facility Master Plan
Santa Fe Public Schools

UNLV School of Architecture
University of Nevada Las Vegas
Las Vegas, NV
74,680 sf
*AIA Honor Award

CSN Northwest Campus Master Plan
College of Southern Nevada
Las Vegas, NV

CSN Cheyenne Campus Master Plan
College of Southern Nevada
North Las Vegas, NV



EDUCATION

*Bachelor of Fine Arts in
Architecture
University of New Mexico*

REGISTRATION

*Nevada #1591
California #CO17938
Utah #5299872-0301
NCARB #41466*

PROFESSIONAL AFFILIATIONS

*Past President-Council of Educational
Facility Planners International*

*Past President-Las Vegas Chapter
Council of Educational Facility Plan-
ners International*

*Northwest Association of
Schools and Colleges
Board of Directors*

*University of Utah
Board of Advisors,
Fine Arts Department*

*National Ability Center-
Fundraising Committee*

AIA Committee for Livable Communities

AWARDS AND HONORS

*IEDC Silver Award "Best Public Private
Development of 2017"*

*CEFPI James D. McConnel Award
CCSD Northwest Career &
Technical Academy*

*LV Chamber of Commerce
Community Achievement Award*

*NAIOP Spotlight Award
Henderson Police
Substation*



JUSTIN BELLIVEAU

GTS DEVELOPMENT SERVICES, OPERATIONS & PUBLIC FINANCE

Justin Belliveau is the former Chief Administrative Officer of the Redevelopment Agency of Salt Lake City, where he oversaw the operations of Utah's largest redevelopment agency. Justin's work at the RDA included initiating redevelopment strategies for eight urban renewal project areas, administering a \$35 million annual operating budget, overseeing the work of a staff of fourteen, and directing the agency's loan and tax increment reimbursement programs. Additionally, he led the project team on both the George S. and Dolores Dore Eccles Theater and Regent Street projects that revitalized a major block in the heart of downtown Salt Lake City. Key initiatives on these projects included establishing a public-private partnership with the developer of the adjacent 111 Main office tower, developing and implementing a plan of finance that included tax increment and sales tax revenue bonds totaling \$116 million and a \$37 million private fundraising campaign, and developing a shared ownership and operating structure through partnership with Salt Lake County.



Prior to his appointment to the RDA Director's position, Justin worked as Director of Development for Windover Development, a housing development firm based in Massachusetts where he performed a broad range of activities, including site acquisition, permitting, design, financing, construction, sales, and asset management related to transit-oriented, age-restricted, and resort housing communities. Justin's development experience also includes affordable housing utilizing the Low Income Housing Tax Credit program for Salt Lake City-based Multi-Ethnic Development Corporation. A native of Massachusetts, Justin first moved to Salt Lake City in 2001, where he earned a JD/MBA from the University of Utah. He also holds a bachelor's degree in History from Boston College, and is a member of the Massachusetts bar.

Justin will be the primary contact while negotiating operating agreements on behalf of PCMC he will also be available during other phases of the project on an as needed basis.

REPRESENTATIVE PROJECT EXPERIENCE

Utah Performing Arts Center, Public Finance and Operations
Redevelopment Agency of Salt Lake City
Salt Lake City, Utah
\$126M, 186,000sf

Main & Regent District- Public Finance and Operations
Redevelopment Agency of Salt Lake City
Salt Lake City, Utah
\$126M, Regent Street \$11M, Tower \$145M*

**International Economic Development Council
Silver Award- Best Public Private Project of 2017

EDUCATION

*B.S. History,
Boston College
JD/MBA, University of Utah*

REGISTRATION

*Member of the Massachusetts
Bar*

AFFILIATIONS

*Vice Chair
Eccles Theater
Board of Directors*

AWARDS AND HONORS

*IEDC Silver Award
"Best Public Private
Development of 2017"*

TRICIA PILNY

GTS DEVELOPMENT SERVICES, PROJECT MANAGER - ENTITLEMENTS

With over 23 years in the planning, development and construction industry, Tricia's experience offers a wide range of project expertise. Having focused on development, construction and multi-project management while working with a regional and national focus, Tricia works with clients from the earliest of stages to identify specific goals and objectives for their project and helps to determine the best course of action to make the project successful. Having worked for one of the United States largest design/build firms for over 10 years before relocating to Utah, Tricia has worked on every stage of a project.

As a planning commissioner in her home community, Tricia understands that no project is one size fits all, and works through the earliest of project stages, entitlement and zoning processes knowing that is the foundation of starting a project off right. With a passion for helping others succeed, Tricia has focused her career on making each project unique. This has led her to realize that all projects, no matter the market sector, industry or size, needs timely and coordinated phasing and creative problem-solving solutions. *Tricia will be the project lead on the Phase I entitlements. She will also coordinate with CCC on ongoing construction administration.*

REPRESENTATIVE PROJECT EXPERIENCE

Scientology Media Production Studio

Church of Scientology

Conditional Use Permitting, Design and Construction Management
Los Angeles, California

Station Park

CenterCal Properties

Themed Entertainment Programing, Design and Construction Management
Los Angeles, California

Historic Renovation/CoWorking

The Wave Women

Permitting, Design and Construction Management
Salt Lake City, Utah

Active Mobility Transportation Plan

Pre-Planning for future city-wide Active Mobility Transportation Plan

City of South Salt Lake

South Salt Lake, Utah

City Creek Center

Themed Entertainment Design and Construction Management

Property Reserve, Inc

Salt Lake City, Utah

Regional Distribution Center

Entitlements, Design and Construction Management

Baugh Northeast Co-Op

Front Royal, VA

The HUB of Opportunity

Salt Lake City, Utah



EDUCATION

*Bachelor of Science - Construction
Management
Georgia Southern University*

PROFESSIONAL AFFILIATIONS

*Planning Commissioner
City of Layton, Utah*

*Society for Marketing Professionals
Utah Women's Business Center
Steering Committee*

Leadership Utah Alumni

*NAIOP Utah
CREW Utah*

*International Council of Shopping
Centers (ICSC)*

*Urban Land Institute
ULI Urban Plan Trainer-North
America*

*Past Utah District Council Chairper-
son*

*Past Utah District Council Gover-
nance Chair*

*Urban Land Institute Chair for Mis-
sion Advancement*

*ULI Sustainability Product Council
Member*

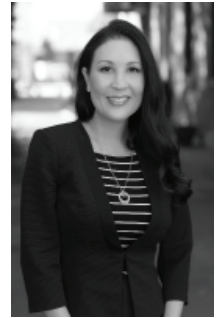
*ULI Public Private Partnership
Product Council Member*



LISA DOVE-SWISHER

GTS DEVELOPMENT SERVICES, PROJECT MANAGER

Lisa Dove-Swisher has over 20 years of diverse leadership, management, resource development and communications experience as a professional and community leader. Lisa is responsible for running company-wide operational functions and leading large scale FF&E selection and procurement projects, from inception to successful installation, while balancing design, function and operational requirements. Lisa is also responsible for content development and delivery of our clients' workshop, outreach, and educational offerings as well as internal operational functions. She initiates/coordinates special projects and programs that support the company's marketing and operational strategies. Lisa is responsible for allocation of firm resources to assure successful project fulfillment. With an MA in Communications from the University of Nevada, Las Vegas, Lisa has worked in the AEC industry for the last 20 years as the marketing and business development manager for a top 10- ENR Engineering firm and she was the director of business development for a national Architectural Interiors/Contract furnishings firm.



Lisa believes in community building and has served as the President of Vegas PBS Board of Directors and as the Secretary and Trustee of the College of Southern Nevada Board of Directors. [Lisa will manage the FFE procurement and installation as well as tenant coordination.](#)

REPRESENTATIVE PROJECT EXPERIENCE

Utah Performing Arts Center, FF&E Procurement
Redevelopment Agency of Salt Lake City
Salt Lake City, Utah
\$126M, 186,000sf

Main & Regent District- FF&E Procurement
Redevelopment Agency of Salt Lake City
Salt Lake City, Utah
\$126M, Regent Street \$11M, Tower \$145M
*IEDC Silver Award "Best Public Private Development Project, 2017"

Northwest Career & Technical Center
Clark County School District
Las Vegas, NV
\$75M, 227,000sf
*James D. McConnel Award Winner

CSN Northwest Campus Master Plan
College of Southern Nevada
Las Vegas, NV

Lied Library, FF&E
University of Nevada Las Vegas
Las Vegas, NV

Telecommunications Building- FF&E
Cheyenne Campus
College of Southern Nevada
North Las Vegas, NV

Las Vegas Sun Corporate Headquarters- FF&E
Greenspun Media
Henderson, Nevada

Ford Motor Credit- FF&E
Henderson, Nevada

EDUCATION

*M.A. Communication Studies
University of Nevada Las Vegas*

*B.A. Political Science
University of Nevada Las Vegas*

PROFESSIONAL AFFILIATIONS

*Past President-Vegas PBS
Board of Directors*

*Secretary and Trustee
College of Southern Nevada
Foundation Board of Directors*

*Emeritus Trustee
College of Southern Nevada*

Communications Chair- NAIOP

*Vice Chair- Friends of
Animals Utah*

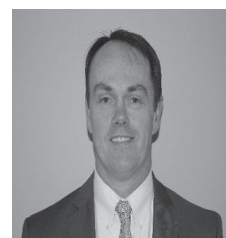
*Member- Society of Marketing
Professional Services*

*Conference Chair- Council of
Educational Facility Planners
International*

*Associate Member- American
Institute of Architects*



KRIS LARSON
CONSTRUCTION CONTROL CORPORATION
PRESIDENT, PROJECT EXECUTIVE



Kris offers 26 years of construction experience to the project. Kris has estimated and managed construction projects for much of that time. He has extensive experience within the Salt Lake market. With that experience he has developed relationships with many in the contracting and design community. Additionally he has provided cost consulting services for hundreds of projects with a wide of range uses. He was awarded the Estimator of the Year Award in 2009 from the American Society of Professional Estimators.

Kris has extensive experience with construction projects and understands the importance of clear communication within the project team. This includes a thorough understanding of construction costs and project budgeting.

RELEVANT EXPERIENCE

Salt Lake Mosquito Abatement District- Salt Lake City, UT
 Mid-Valley Cultural Facility- Taylorsville, UT
 Capitol Theatre/ Ballet West- Salt Lake City, UT
 Abravanel Hall Various Remodel Projects
 The Depot, 2008, \$6 Million
 Capitol Theatre/ Ballet West 2013, \$30 Million
 Salt Palace III Expansion, 2006, \$65 Million
 Questar Corporate Center, 2011, \$8.2 Million
 Sorensen Recreation Center, 2009, \$23.4 Million
 University of Utah Pharmacy Building, 2009, \$68.4 Million
 Park City History Museum, 2009, \$2.9 Million
 Westminster Science Center, 2008, \$21.0 Million
 Park City Sky Lodge, 2007, \$18.2 Million
 Mountain America Corporate Annex, 2007, \$22.3 Million
 Ogden High School Renovation, 2006, \$63.3 Million
 CHG Healthcare, 2006, \$5.2 Million
 Swaner Eco Center, 2008, \$5.4 Million
 AlSCO Corporate Offices, 2016 \$10.4 Million
 Sandy Hale Center Theatre, 2016 \$49 Million

EDUCATION

B.S. Economics
 University of Utah

REGISTRATION

Certified Professional Estimator
 Utah General Contractor B-100 Classification License

PROFESSIONAL AFFILIATIONS

Certified Professional Estimator

Utah General Contractor
 B-100 Classification License

AWARDS AND HONORS

Utah Estimator of the Year, 2009

President, Utah Chapter
 American Society of Professional Estimators

NW Governor for the American Society of
 Professional Estimators



DAVID WHITTNEY
CONSTRUCTION CONTROL CORPORATION
PROJECT MANAGER



EDUCATION

B.S. Construction Management
Brigham Young University

REGISTRATION

Registered Storm Water Inspector
Utah, 2013

OSHA 30 HR Safety Training
2005

David brings 13 years of construction management experience to the project. David has managed projects of varying complexity with a high level of success throughout his career. His relevant experience includes the Salt Lake City Mosquito Abatement District Facilities, AlSCO Corporation Remodel/Tenant Improvement, Hale Center theatre, Mid Valley Performing Arts Center, Capitol Theatre Renovation and multiple projects throughout Utah, Arizona, and Nevada. David is a detailed oriented individual who thoroughly reviews project documents for accuracy and adherence to contract documents.

David has developed a keen eye for quality during his time in the construction management field. David's organizational skills make him a tremendous asset to the project. David is proficient with technology including Oracle Primavera products, Procore, Microsoft Office Suite, Plan Swift and BlueBeam.

RELEVANT EXPERIENCE:

Mid Valley Cultural Center, 2018-2019
Capitol Theatre Renovation, 2018-2019
Duchesne County Justice Center Remodel, 2019
Salt Lake Mosquito Abatement District, 2018 - 2019
Hale Centre Theatre, Project Manager, 2016 - 2018
ALSCO Corporate Office, Project Manager, 2017 - 2018
Daybreak Community Development (Model Homes). 2013 – 2015*
Scott & White Medical Office Building, 2012 – 2013*
Mountain View Hospital Expansion/Renovation, 2012- 2013*
Estrella Mountain Ranch Development, 2009 - 2012*
Centennial Channel, 2008 – 2009*



KIRK S. POWELSON
CONSTRUCTION CONTROL CORPORATION
CHIEF ESTIMATOR



Kirk brings to the project 17 years of construction experience. He has been estimating projects most of that time. He brings a keen eye to your project along with tremendous attention to detail. Kirk excels in understanding the project drawings and effectively creates cost models that are reliable and industry leading. Kirk has estimated hundreds of projects, many of which have significant relevance to this project. He has extensive experience with a wide range of projects. He understands all building systems and is proficient with current industry software.

Kirk has extensive estimating experience with a wide range of projects and understands building systems, material handling impacts, site access implications, and the current labor and bidding climate.

His area of expertise is cost estimating and budgeting he will be available immediately to begin working on this project. Kirk is an extremely detail oriented individual and is thorough at analyzing project estimates. He is able to understand a project from the ground up. Kirk is competent with estimating software and making it a useful tool for the owner.

RELEVANT EXPERIENCE

Salt Lake Mosquito Abatement District, 2018 – 2019
Mid-Valley Cultural Facility, 2018 - 2019
Capitol Theatre/ Ballet West – Phase 2, 2018 - 2019
Abravanel Hall Various Remodel Projects
Capitol Theatre/ Ballet West, 2013
Hale Centre Theatre, 2016 - 2018
Alsco Corporate Offices, 2016 - 2017
Sandy Hale Center Theatre, 2016

EDUCATION

B.S. Construction Management
Brigham Young University

REGISTRATION

CSI CDT Certification 2005
OSHA 30 HR Safety Training 2009

**PROFESSIONAL
AFFILIATIONS**

Certified Professional Estimator

A.6 Current Workload

The assembled GTS/CCC team has the capacity and resources to complete the project on-time and within budget. Our current workload allows us this project to be a primary firm focus. The firm has NOT engaged in litigation, arbitration or mediation as a result of design errors of omission.

A. 7 References

GTS Development Services

Former Mayor Ralph Becker
Executive Director
Central Wasatch Commission
ralph@cwcc.utah.gov
801.550.2812

John Ballard
President
Magic Space Entertainment
2750 Rasmussen Road – Suite 205
Park City, UT 84098
John@magicspace.net
801-870-0929

Phil Jordan*
Former Director Salt Lake County
Center for the Arts
pjordanxc@gmail.com
801-244-1962

**Phil is a reference for both GTS
and CCC*

Construction Control Corporation

Ary Faraji
Executive Director/Entomologist
Salt Lake City Mosquito Abatement District
2020 North Redwood Road
Salt Lake City, Utah 84116
801.355.9221

Tyson Kyhl
Associate Division Director
Salt Lake County Facilities
Management Services
2001 South State, S3-120
Salt Lake City, Utah 84190
801.468.2254

A.8 Supplemental Materials

JACKIE BISKUPSKI
MAYOR
EXECUTIVE DIRECTOR, RDA



LARA FRITTS
DIRECTOR
CHIEF EXECUTIVE OFFICER, RDA

DEPARTMENT of ECONOMIC DEVELOPMENT

April 18, 2019

To Whom it May Concern:

On behalf of the Redevelopment Agency of Salt Lake City (RDA), I am writing to confirm the RDA has provided financial support for the development of the George S. and Dolores Dore Eccles Theater (Eccles Theater) by GTS Development.

During the past nine years, Steve Swisher of GTS Development has worked closely with Justin Belliveau, former Chief Operating Office of the RDA to plan, design, finance, and manage the construction of a 2500 seat performing arts theater in downtown Salt Lake City. This \$123M project was the result of over a decade of planning, and brought to fruition because of the tenacity of GTS Development.

Throughout the development process, Justin, served as the City's representative on the theater development and provided technical expertise. From facilitating the issuance of \$116 million bond financing in the form of Sales Tax Revenue bonds and Tax Increment Revenue Bonds to managing the day-to-day decisions on behalf of the RDA, Justin has a skill to manage complex projects while keeping stakeholders informed.

I hope you will consider engaging GTS Development for your theater and hotel project in Albuquerque, New Mexico. Projects such as the Eccles Theater are complex and it is imperative to have a team that has the requisite experience. I am confident that you will find the expertise in GTS Development.

Please do not hesitate to reach out if I can be of any assistance.

Sincerely,

A handwritten signature in cursive script that reads "Lara L. Fritts".

Lara L. Fritts
Chief Executive Officer
Redevelopment Agency of Salt Lake City



SLCRDA

WWW.SLCRDA.COM



BUSINESS
DEVELOPMENT

WWW.SLCGOV.COM



WWW.SALT LAKE ARTS.ORG

MAGICSPACE

ENTERTAINMENT

25 August, 2017

To whom it may concern,

As the principal partners in the Broadway at the Eccles subscription series we have been part of the Eccles Theater project since even before the early studies by GTS Development started in 2009. Our company and partner Broadway across America provide touring shows to over 40 cities across North America. We also produce our own shows and touring programming and manage the popular entertainment series "Live at the Eccles". We are members of the Broadway League and are well-qualified to make the following comments about the new Eccles Theater.

The new theater was well-designed for touring Broadway productions and concerts. We believe it is one of the best touring Broadway theaters in North America. Presenters and artists have raved about the design of sightlines, efficient load-in, sound, back of house, and most importantly the intimacy and feel of the hall during performances. Our audiences have been equally enthusiastic and we have sold out our season subscriptions. Our season ticket sales have doubled the original projections. The Eccles Theater has had the most successful opening nine months of any theater in the country.

Ticket sales, attendance and nights of activation downtown have exceeded all projections. Since November we have presented 145 performances of 33 shows and concerts, and the majority have been at capacity. This has resulted in over \$21.5 million of sales which would have an economic impact of over \$38 million. More than 300,000 people have attended shows in the theater since the opening.

GTS Development and Steve Swisher deserve recognition for managing the organizational effort including operational studies, programming, design, construction and fund raising to bring the theater to reality. Steve and his team provided leadership to a diverse and opinionated stakeholder, operational and ownership team that included the Salt Lake City Redevelopment Agency, Salt Lake City Mayor's Office and City council, The Salt Lake County Mayor's Office and Council, The Salt Lake Center for the Arts and the City Creek Reserve LLC (LDS Church) along with many interested arts groups and a very engaged citizenry. The project was built on a difficult infill site in the middle of downtown Salt Lake as part of an intricate mixed-use district which included a conjoined twenty-five story office tower and renovated restaurant row.

The success of their project is seen in the recaptured vigor of downtown as a place to work, live and play. Restaurants and other businesses have benefitted successfully from the new theater and tower masterplan. Development is continuing to expand around the theater with new restaurants and hotels planned and under construction.

We commend Steve and his team for their leadership tenacity and vision for leading the project team on this great effort.



John Ballard, President



Steve Boulay, COO

Salt Lake City Office • 610 E. South Temple • Suite 20 • Salt Lake City, UT 84102 • 801.355.2200
Park City Office • 2750 Rasmussen Rd. • Suite 105 • Park City, UT 84098 • 435.575.1300



C. Work Plan and Deliverables

Phase 1

Land Use Entitlement & Application Process

The first phase of work is anticipated to take six to nine months' time and includes coordinating, under Park City Municipal Corporation's lead direction, the submission and review of communications between the design consultants, PCMC's planning staff and any other regulatory agency or department.

The GTS Development Services team understands that entitlement and the zoning process is one of the most critical aspects of the project development process. Having an understanding of the entitlement process and familiarity with the regulatory and legal requirements that exist, the GTS team has the local knowledge and can identify problems before they impact the project and design process.

The project will be submitted per the Master Planned Development (MPD) process along with any approvals for conditional uses. The resulting MPD approvals and conditions will be incorporated into a development agreement.

The GTS plan will include:

- Pre-application meetings with teaming partners and city officials
- Ensure that needed documentation is comprehensive and anticipates any code, utility or community concerns
- Manage the preparation of exhibits and renderings
- Public hearing presentations
- To include pre-approval informational presentations/meetings to planning commission and city council in anticipation of any future public hearings
- Community and neighborhood outreach
- Manage any needed special studies (additional hours may be required)

Each phase of work is an estimated total of hours with the understanding that the general partners PCMC, SDI and KAC are in agreement with the current direction of the project and will be active participants in completing the work.

Phase I Project Lead: Stephen Swisher and Tricia Pilny, GTS

Est. Hours:

GTS 9 months X 103 hrs/month = 927 hours



Phase 2

Development and Operational Agreements

The second phase of work will focus on facilitation, negotiation, and execution of transactional, development, and operational agreements between the project partners. At a minimum, this will entail a Pre-Development Work Plan outlining timing, milestones, critical issues, and process; a Development Agreement documenting conditions of approvals and requirements; Governance Structure designating roles, responsibilities, and funding obligations; Operational Agreement identifying staffing and resource requirements for asset management; and a Programming and Activation Strategic Plan to activate the Arts and Culture District.

The GTS Development Services team will bring deep experience from relevant projects in Salt Lake City to assist PCMC in leading this effort. The Eccles Theater and Regent Street project was founded upon a complex series of negotiations with surrounding property owners involving site acquisition, determination of developable footprints between the theater and 111 Main office tower, resolution of historically disputed easement rights, the sharing of common access amenities and related costs, and the formation of a long-term parking agreement. In his role as CAO of the Salt Lake City RDA, Justin Belliveau led this process with key stakeholders, such as Property Reserve, Inc., through attention to detail and diligent communication with city leadership. Additionally, he and Steve Swisher directly oversaw the formation of ownership and operating agreements between the City/RDA and Salt Lake County, as well as the selection, vetting, and contracting with key vendors for the theater.

Furthermore, our team's familiarity with the RDA-owned John W. Gallivan Utah Center provides an instructive precedent from which to draw in establishing a framework for the Arts and Culture District. Development and operation of this prominent gathering place involves collaboration between the RDA, Salt Lake City Public Services, and the Wells Fargo and One Utah Center office towers that is documented through covenants, conditions, restrictions, and easements for parking and public spaces, as well as programming, maintenance, and management agreements. We are prepared to contribute our firsthand experience with the governance, operating structure, budgeting, and cost sharing arrangements that enable the Gallivan Utah Center Owners Association to successfully function. We also have extensive experience structuring development agreements involving reversionary interests and controls that can protect PCMC's interest in establishing an attractive environment that blends harmoniously with adjoining areas.

GTS Development Services will lead this phase of the project through:

- Meeting with project partners to attain a thorough understanding of planning and project objectives to date
- Establishing an achievable time-frame and sequencing of document negotiation and drafting
- Development and updating of term sheets to organize key issues at each stage of negotiations
- Leading weekly meetings with project partners and providing regular updates to the PCMC project lead and legal counsel
- Reviewing and providing input on draft documents
- Identifying areas of conflict to achieve mutually agreeable solutions as early as possible in order to maintain progress towards finalization and execution of documents
- Additional services that may enhance the value of the project include developing operational budgets and proforma projections to establish a basis for cost sharing among the partners, evaluating options for and procuring management services, and assisting PCMC with any additional work that may be required to evaluate and address the environmental condition of the property through remediation or other land use controls.

Each phase of work is an estimated total of hours with the understanding that the general partners PCMC, SDI and KAC are in agreement with the current direction of the project and will be active participants in completing the work.

Project Lead: Justin Belliveau, GTS
Estimated hours: 9 mos x 173 hrs/mo= 1,557



Phase 3 Design Development

With multiple stakeholders in the project, design development oversight is critical in the delivery of a successful project. We propose that we will develop a Project Manual that will clearly define the responsibilities, authority and procedures.

In addition we will establish a management information system to support record keeping and facilitate communication to ensure contract administration is fair and timely.

During the design development phase, we will provide the project team with cost support and review design documents for conformance to the project requirements and that they are complete and coordinated. Additionally we will collaborate with the Sundance Institute and Kimball Arts teams during this phase to ensure the appropriate coordination. Project goals and requirements will be defined, and constraints balanced. We will also develop a plan for achieving your goals.

The GTS/CCC team will provide project coordination and leadership and will be the focal point for information and communication with the project team. We anticipate working on the following tasks below during the Design Development phase:

Project scope-Define and document project requirements in terms of purpose, functional requirements, types of spaces, areas, basic building systems, quality and budget. Facilitate workshop with key decision makers.

Existing conditions-Arrange for an assessment of existing conditions surveys, soil investigations, utilities and traffic studies.

Environmental assessment- Obtain the impact statement and develop a plan for dealing with environmental issues including hazardous materials.

Regulatory requirements- Identify guidelines, regulations and codes. Also investigate social and special interest group issues.

Cost model Prepare a cost model using adjusted historical data for major building systems and each element of the project. Adjust for local bidding conditions.

Risk analysis Identify areas in the project that have a risk of not proceeding as planned. Quantify the potential effect and probability of these risks and develop plans to mitigate them.

Balance requirements Obtain consensus on adjustments and compromises required to obtain a balance among scope, budget, and schedule in a manner that satisfies the Owner and all parties.

Delivery strategy Analyze alternative project delivery processes including traditional design/bid/build, bridging and design/build. Address quality, cost and time goals as-well-as legal, bid market and operational constraints. Analyze schedule and cost (hard and soft) implications.

Management plan Prepare a plan for executing the project that includes: a strategy for developing the design and the construction documents; method for contracting for construction; the number of the construction contracts; the plan for procuring equipment and furnishings; and the approach for commissioning and occupying the project. Define responsibilities and prepare an organization chart for the project team.

Budget Develop a total project budget including: land cost, legal fees, A/E and other consultant fees, construction cost, testing agencies, landscaping, furnishings, fixtures, move cost and rental cost for temporary relocations. Organize the budget in a manner that expenditures can be tracked against the budget for the duration of the project.

Project accounting Develop a project accounting report to track, by line item, the original budget, current estimate, contractual obligations, changes, anticipated changes and variances. Prepare cash flow projections.

Master schedule Develop a schedule showing the sequencing and duration of major activities, identify the critical path and contingency periods.

Design schedule Working with Owner and the rest of the project team, prepare a schedule of major design phase activities, including submittals, review periods and preparation of separate bid packages. Monitor design progress for conformance to the master schedule. Identify critical activities and develop recovery plans if necessary.

Decision tracking Identify and schedule key decisions and approvals essential to the progress of the project. Track and report on the status of unresolved issues.

Consultant Selection Develop a consultant selection strategies that prioritizes the owner's needs and maximizes value for the project. This would include commissioning, envelope commissioning, geo technical, environmental, special inspections and others as the need arises.

Building systems Support the project team during the selection of building systems. Consider performance, cost, construction time and local labor and material capabilities.

Design reviews Review the drawings and specifications at the completion of each phase for adherence to the project requirements, compliance with applicable mandates (security, sustainability, productivity) and suitability of materials and details. Check details for constructibility and coordination of design disciplines. Coordinate any required reviews by regulatory agencies.

Construction phasing Where appropriate, refine the plan for dividing the work into separate contracts to allow phasing. Consider long-lead-time items, owner provided items, trade jurisdictions and local practices. Prepare a bidding schedule and address interface problems among contractors.

Estimates Prepare construction cost estimates for comparison with the General Contractor after each design submittal. If necessary, provide recommendations to return the project to budget. Adjust cost projections for inflation in material and labor costs and changes in bidding climate.

Contract administration Administer the design contract including payments and contract changes.

Estimated Hours:

GTS 12 Months x 173 hr/mo = 2,076

CCC 12 Months x 80 hrs/ mo = 960 hrs



Phase 4 Construction Documents

During the construction document phase, we will provide the project team with cost support and review construction documents for conformance to the project requirements and that they are complete and coordinated. Further, coordination with the Sundance Institute and Kimball Arts teams during this phase will be important to coordinate site access, staging, security, and other construction activities. We will establish guidelines for PCMC, SDI and KAC teams to ensure all contractors are in alignment with site access and scheduling. Our project team anticipates performing the following tasks during phase four:

Cost model Refine and update the cost model as additional project details and systems are identified.

Furnishings, Fixtures, & Equipment Begin to develop the FF&E schedule and budget. This will include furnishings, fixtures, equipment, Information Technology, Security, Audio/Visual and building operational items provided by the owner. Our team has expertise at negotiating pricing for FFE packages. We anticipate providing FFE installation oversight in later phases of the project.

Budget-Update the total project budget. This is a good time to begin looking at the FF&E for the project. As the architect is working through construction document details we can then focus on identifying in greater detail the furniture, fixtures and equipment that the owner will be putting into the buildings.

Estimates Prepare construction document cost estimates for comparison with the final bid produced by the general contractor to ensure the scope is appropriate

Contract Administration-Administer the design contract including payments and contract changes.

Estimated Hours:

GTS 10 months x 80 hrs/mo =800 hrs

CCC 10 Months x 80 hrs/ mo=800 hrs



Phase 5 Permits & Bidding

During the permits and bidding phase we will work closely with the team to ensure timely delivery of all permit and contract documents. Our team will work with the contractor(s) to promote interest in the project encouraging adequate coverage at bid time. Market factors will be monitored at this time to fine tune strategies for bidding resulting in value created at bid time. The following tasks occur during the permits and bidding phase:

Permit Tracking Track the permitting process, ensuring the permits are ready at the appropriate time.

Selection process Establish the process to be used to select the contractors including evaluation criteria.

Bidder's schedule Develop a construction milestone schedule to issue with the bid documents for each construction contract to advise bidders of schedule requirements.

Bidder's interest Promote interest among contractors. Where appropriate, investigate, and pre-qualify contractors and manufacturers.

Pre-bid meetings Conduct pre-bid conferences and assist the design team with responses to questions from bidders.

Addenda Review addenda prepared by the design team and issue to bidders in a timely manner.

Proposal evaluation Assist the Owner with the receipt and evaluation of bids. Make recommendations for award of contracts.

Pre-award conferences Conduct pre-award conferences with the successful bidder to ensure the scope of work and schedule requirements are understood. Review capabilities of proposed subcontractors and any proposed substitutions.

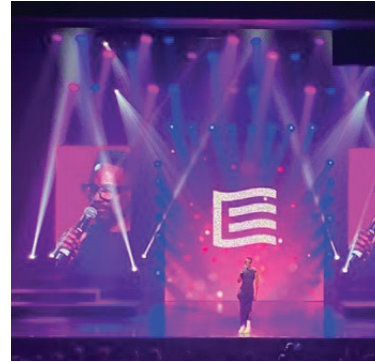
Negotiations If appropriate assist during the negotiations with the contractors.

Construction contract Review the construction contract's general conditions. Include provisions requiring contractors to provide information to monitor on-site and off-site activities related to quality, cost and schedule. If appropriate, recommend assignment of responsibilities for temporary facilities and common services among multiple contractors. Establish procedures for the submittal of materials, samples and shop drawings.

Estimated Hours:

GTS 3 Months x 60 hrs/mo = 180 hrs

CCC 3 Months x 60 hrs/mo = 180 hrs



Phase 6 Construction Administration

As construction proceeds it is vital to the success of the project to manage critical areas of the project. This requires effective communications with the team(s) and increased involvement from the GTS/CCC team. Our involvement in the construction phase will ensure timely completion of the project while maintaining the expected quality. Additionally, coordination with the FF&E and managing installation for the owner move-in will ensure a smooth transition to opening the facilities. The following tasks will be used during this phase:

Pre-construction meeting Conduct pre-construction meetings with the successful contractor (s). Topics will include project procedures, mobilization plans, temporary facilities, storage, access and security.

Construction schedule Review the contractor's construction schedule, examining off-site and on-site activities. Update the master schedule.

Construction process Monitor work progress and identify delays, which could jeopardize milestone dates. When necessary, assist the contractor in preparing recovery plans.

On-site presence Establish an on-site team to coordinate activity, monitor progress, inspect the work, resolve issues and administer the contract. Recommend courses of action if the contract requirements are not fulfilled.

Construction coordination If more than one prime contractor is involved with the project, develop a work plan to coordinate their activities. Assist with coordinating the contractor's activities with ongoing operations in the courthouse. Work with parties that will be affected by construction to develop procedures and schedules that will minimize disruption of normal activities.

Problem resolution Monitor actual and planned progress. If problems develop, lead team efforts to resolve issues. When appropriate, be tough and demand performance.

Construction Changes Minimize changes; but, where appropriate, recommend changes that respond to field conditions or to improve quality or save time or money.

Construction quality Observe work in process, document defects and direct the contractor to make corrections.

Testing Agencies Coordinate independent testing labs. Obtain recommendations from the design team regarding substandard test results.

Job Meetings Conduct weekly job-site meetings to review progress and resolve issues. Include contractors, appropriate subs and consultants. Prepare and promptly distribute minutes that record and track issues and decisions.

Contract administration Administer the construction contracts.

Progress payments Review the contractor's schedules of values and use them along with observations of progress to evaluate payment applications.

Change orders Develop a system for preparing, reviewing and processing of all change orders. Estimate the cost of pending changes and examine alternate solutions to reduce costs. Evaluate change orders requested by the contractors for validity and negotiate equitable prices.

Substitutions Analyze proposed deviations from the contract specifications. Consult with Owner and the design team and make recommendations regarding acceptance. When appropriate, value engineer proposed changes and substitutions.

Management information system Establish and maintain an automated system for processing, recording and reporting project information. Evaluate the usefulness of a project specific website to facilitate communication among the project team.

Project records Maintain current files of correspondence, logs, meeting minutes, contracts, drawings, specifications, shop drawings and samples.

Project accounting Maintain the project accounting system to track costs of contracts, approved and anticipated changes, payment applications and payments. Include direct purchased material and equipment.

Progress reports Prepare monthly Project Status Reports that describe the status of construction, progress during the previous period with photos, major upcoming activities, problems and outstanding decisions. Include cost and schedule status.

Quality Ensure requirements are understood and defined in each contract. Benchmark against code and industry standards. Measure performance and require quick correction of deficiencies.

Field reports Record weather, general activities and special occurrences in job-site reports.

Photographic records Arrange for regular periodic photographs of the work in progress. Photograph or video problems and special conditions.

Estimated Hours:

GTS 30 Months x 173 hrs/mo =5,190

CCC 30 Months x 220 hrs/ mo =6,600

Phase 7

Occupancy & Post Occupancy Evaluation

During the occupancy phase we will wind up the physical and administrative aspects of the construction, assist with move activities and the initial use of projects. We anticipate performing the following tasks:

Close-out schedule Prepare a detailed schedule of punch list inspections, equipment testing, start-up and occupancy.

Commissioning Coordinate the commissioning and testing of mechanical, plumbing, electrical and special building systems and the training of the owner's building staff.

Operating manuals and warranties Assemble manuals, guarantees and warranties for mechanical, plumbing, electrical and special equipment. Also obtain as-built drawings.

Acceptance inspections Coordinate inspections and prepare a consolidated punch list for each contractor. Establish the dates for substantial and final completion.

Contract close-out Monitor the completion of punch list items and finalize all outstanding contract issues including change orders and time extensions. Coordinate payment of retainage.

Occupancy Schedule installation of FFE and manage installation of furnishings and equipment. Maintain a database of FFE that is damaged and schedule re-delivery of warranty items. If required, support the relocation of personnel.

Warranty work Ensure contractors perform warranty obligations in a timely manner.

Post-occupancy evaluation During the first year of occupancy, perform a critical review of the project, including interviews with users and operations and maintenance staff to evaluate the effectiveness of design and construction.

Estimated Hours:

GTS 6 months x 86 hrs/mo = 516 hrs

CCC 6 Months x 160 hrs/ mo = 960 hrs

D. Evidence of Ability to Obtain Insurance.

GTS and CCC agree to the insurance requirements of PCMC, we are accustomed to these insurance requirements as we have provided them to other municipal entities while working on other public projects in the past.

E. City as additional insurer

GTS and CCC will name the City as an additional insured on our general liability and auto liability policies

F. Insurance Requirements

GTS and CCC agree to the insurance requirements set forth by the City.

G. Professional Service Agreement

GTS and CCC have reviewed the Professional Service Agreement and have no changes to the agreement.

H. Fee Schedule

The following fee proposal is based upon the schedule as it is currently outlined.

GTS Development Services

Principal \$200

Project Manager \$150

Clerical \$80

Construction Control Corporation

Principal \$185

Project Manager \$135

Clerical \$80

*All fees above include all general overhead and insurance. Any other expenses will be billed at cost plus 10% for handling.

**PARK CITY MUNICIPAL CORPORATION
PROFESSIONAL SERVICES AGREEMENT**

This Service Provider/Professional Services Agreement (the "Agreement") is made and entered into as of this 28 day of April, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and GTS Development, LLC, a Utah limited liability company ("Service Provider"), collectively, the City and the Service Provider are referred to as (the "Parties)."

WITNESSETH:

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities;

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the Parties hereto agree as follows:

1. SCOPE OF SERVICES.

The Service Provider shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Service Provider responsibilities throughout this Agreement and as set forth in the "Scope of Services" attached hereto as Exhibit A and incorporated herein (the "Project").

The total fee for the Project Management services work from March, 2020 through June 30, 2020 shall not exceed two hundred forty-nine thousand dollars (\$249,000.00). An estimation of the amount of time required for the provision of services ("Hours Estimate") is included in Exhibit A. If, as the Project proceeds, both Parties acknowledge that the provision of services will require the Service Provider to expend additional hours beyond those identified in the Hours Estimate, the Parties agree to enter into negotiations to amend this Agreement to account for the anticipated additional time required to effectively provide the Service Provider's responsibilities as set forth in the Scope of Services.

The City has designated David Everitt, or his designee as City's Representative, who shall have authority to act on the City's behalf with respect to this Agreement consistent with the budget contract policy.

2. TERM.

The execution date of this Agreement shall be commencement of the term and the term shall terminate on June 30, 2020, or earlier, unless extended by mutual written agreement of the Parties.

3. COMPENSATION AND METHOD OF PAYMENT.

- A. Payments for services provided hereunder shall be made monthly following the performance of such services.
- B. No payment shall be made for any service rendered by the Service Provider except for services identified and set forth in this Agreement.
- C. For all "extra" work the City requires, the City shall pay the Service Provider for work performed under this Agreement according to the schedule attached hereto as "Exhibit B," or if none is attached, as subsequently agreed to by both Parties in writing.
- D. The Service Provider shall submit to the City Manager or his designee in a form approved by the City Manager an invoice for services rendered during the pay period of three (3) payments of eighty-three thousand dollars (\$83,000.00) through June 30, 2020. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.
- E. Subconsultants will be invoiced as a pass through plus 15% for handling and processing.
- F. The Service Provider reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds sixty (60) days.
- G. Service Provider acknowledges that the continuation of this Agreement after the end of the City's fiscal year is specifically subject to the City Council's approval of the annual budget.

4. RECORDS AND INSPECTIONS.

- A. The Service Provider shall maintain books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement, including (but not limited to) that which is necessary to sufficiently and properly reflect all direct and indirect costs related to the

performance of this Agreement, and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement.

- B. The Service Provider shall retain all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement for six (6) years after expiration of the Agreement.
- C. The Service Provider shall, at such times and in such form as the City may require, make available for examination by the City, its authorized representatives, the State Auditor, or other governmental officials authorized by law to monitor this Agreement, all such books, records, documents, statements, reports, data, information, and other material with respect to matters covered, directly or indirectly, by this Agreement. The Service Provider shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City may, at its discretion, conduct an audit at its expense, using its own or outside auditors, of the Service Provider's activities, which relate directly or indirectly to this Agreement.
- D. The City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code, 1953, as amended and Park City Municipal Code Title 5 ("GRAMA"). All materials submitted by Service Provider pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure rests solely with Service Provider. Any materials for which Service Provider claims a privilege from disclosure based on business confidentiality shall be submitted marked as "confidential - business confidentiality" and accompanied by a concise statement from Service Provider of reasons supporting its claim of business confidentiality. Generally, GRAMA only protects against the disclosure of trade secrets or commercial information that could reasonably be expected to result in unfair competitive injury. The City will make reasonable efforts to notify Service Provider of any requests made for disclosure of documents submitted under a claim of confidentiality. Service Provider specifically waives any claims against the City related to any disclosure of materials pursuant to GRAMA.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

- A. The Parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of the Service Provider shall be deemed to be an employee, agent, or representative of the City for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the City provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement.

- B. In the performance of the services herein contemplated, the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

6. SERVICE PROVIDER EMPLOYEE/AGENTS.

- A. The City may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or representative(s) from employment on this Project. The Service Provider may, however, employ that (those) individual(s) on other non-City related projects.

7. HOLD HARMLESS INDEMNIFICATION.

- A. The Service Provider shall indemnify and hold the City and its agents, employees, and officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the City arising out of, in connection with, or incident to the execution of this Agreement and/or the Service Provider's negligent 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 Service Provider; and provided further, that nothing herein shall require the Service Provider 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 Service Provider expressly agrees that the indemnification provided herein constitutes the Service Provider's limited waiver of immunity as an employer under Utah Code Section 34A-2- 105; provided, however, this waiver shall apply only to the extent an employee of Service Provider claims or recovers compensation from the City for a loss or injury that Service Provider would be obligated to indemnify the City for under this Agreement. This limited waiver has been mutually negotiated by the Parties, and is expressly made effective only for the purposes of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
- B. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

8. INSURANCE.

- A. The Service Provider 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 Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:
- B. General Liability insurance written on an occurrence basis with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate for personal injury, bodily injury and property damage.

The Service Provider shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- C. 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.
- D. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, the Service Provider warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- E. Workers Compensation insurance 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 Service Provider, its employees, agents and subcontractors.

- F. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of the Service Provider 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 Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance.
- G. Should any of the above described policies be cancelled before the expiration date thereof, Service Provider shall deliver notice to the City within thirty (30) days of cancellation. The City reserves the right to request certified copies of any required policies.
- H. The Service Provider'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.
- I. For any claims related to this Agreement, the Service Provider'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 Service Provider's insurance and shall not contribute with it.

9. TREATMENT OF ASSETS.

- A. Title to all property furnished by the City shall remain in the name of the City and the City shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement (contingent on City's performance hereunder).

10. COMPLIANCE WITH LAWS AND WARRANTIES.

- A. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.
- B. Unless otherwise exempt, the Service Provider is required to have a valid Park City business license.
- C. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

- D. If this Agreement is entered into for the physical performance of services within Utah, the Service Provider shall register and participate in E-Verify or an equivalent program. The Service Provider 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.
- E. Service Provider shall be solely responsible to the City for the quality of all services performed by its employees or sub-contractors under this Agreement. Service Provider hereby warrants that the services performed by its employees or sub-contractors will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions.

11. NONDISCRIMINATION.

- A. The City is an equal opportunity employer.
- B. In the performance of this Agreement, Service Provider will not discriminate against any qualified person in matters of compensation and other terms, privileges, and conditions of employment because of: race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions. Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and federal laws prohibiting discrimination in employment.
- C. Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, color, religion, sex (including pregnancy, childbirth, pregnancy-related conditions, breastfeeding, or medical conditions related to breastfeeding), national origin, age (40 or older), disability, genetic information, sexual orientation, gender identity, or protected expressions.
- D. If any assignment or subcontracting has been authorized by the City, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12.ASSIGNMENTS/SUBCONTRACTING.

- A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the City, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The City reserves the right to reject without cause any such assignment. Any assignment made without the prior express written consent of the City, as required by this paragraph, shall be deemed null and void.
- B. Any work or services assigned hereunder not already identified in this Agreement shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines.
- C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.
- D. Each subcontractor that physically performs services within Utah shall submit an affidavit to the Service Provider stating that the subcontractor has used E-Verify, or an equivalent program, to verify the employment status of each new employee, unless exempted by Utah Code § 63G-12-302.
- E. Portions of the work as outlined in the GTS Development LLC Proposal for project Management Services for the Park City Arts and Cultural District and as shown in the attached workplan in Exhibit A will be provided under subcontract to Service Provider by Construction Control Corporation, LLC, as an approved subcontractor by the City. Service Provider shall be responsible for all actions of Service Provider's subcontractors and nothing in any agreement between Service Provider and a subcontractor of Service Provider shall relieve Service Provider of any obligation under the terms of this Agreement.

Wilkinson Ferrari and Company and Panic Button , LLC will be strategic communications consultants on the project. Their work will be billed as pass-through consultants per the proposal attached.

13.CHANGES.

- A. Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both Parties. Such amendments shall be attached to and made part of this Agreement.

14. PROHIBITED INTEREST, NO THIRD PARTY RIGHTS AND NO GRATUITY TO CITY EMPLOYEES.

- A. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. Nothing herein is intended to confer rights of any kind in any third party.
- C. No City employee who has procurement decision making authority and is engaged in the procurement process, or the process of administering a contract, may knowingly receive anything of value including but not limited to gifts, meals, lodging or travel from anyone that is seeking or has a contract with the City.

15. MODIFICATIONS TO TASKS AND MISCELLANEOUS PROVISIONS.

- A. All work proposed by the Service Provider is based on current government ordinances and fees in effect as of the date of this Agreement.
- B. Any changes to current government ordinances and fees which affect the scope or cost of the services proposed may be billed as an "extra" pursuant to Paragraph 3(C), or deleted from the scope, at the option of the City.
- C. The City shall make provision for access to the property and/or project and adjacent properties, if necessary, for performing the services herein.

16. TERMINATION.

- A. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days' written notice to the other party. The Service Provider shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Service Provider shall promptly submit a termination claim to the City. If the Service Provider has any property in its possession belonging to the City, the Service Provider will account for the same, and dispose of it in a manner directed by the City.
- B. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within three (3) days' written notice thereof, the City may immediately terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default. The Service Provider will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

17. NOTICE.

- A. Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the Parties below. Notice is effective upon the date it was sent, except that a notice of termination pursuant to Paragraph 16 is effective upon receipt. All reference to "days" in this Agreement shall mean calendar days.

18. ATTORNEYS FEES AND COSTS.

- A. 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.

19. JURISDICTION AND VENUE.

- A. This Agreement has been and shall be construed as having been made and delivered within the State of Utah and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.
- B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah.

20. SEVERABILITY AND NON-WAIVER.

- A. If, for any reason, any part, term, or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.
- C. It is agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a subsequent waiver of the

provisions of this Agreement. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party.

21. ENTIRE AGREEMENT.

- A. The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both Parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both Parties recognize time is of the essence in the performance of the provisions of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PARK CITY MUNICIPAL CORPORATION

a Utah municipal corporation

Post Office Box 1480

Park City, UT 84060-1480

City Manager

Attest:

Heath V. Lange
City Recorder's Office

Approved as to form:

Margaret Plane
City Attorney's Office

Margaret Plane



GTS Development, LLC, a Utah limited liability company

307 W. 200 South, Suite 4006

Salt Lake City, UT 84101

Tax ID- 47-4670131

Stephen L. Swisher
Printed Name

[Signature]
Signature

Principal, GTS Development LLC

Title

STATE OF UTAH)
 wasatch) ss
COUNTY OF SUMMIT)

On this 13 day of April, 2020, personally appeared before me
Stephan Lee Swannick, 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 Principle (title or office) of GTS DEVELOPMENT,
LLC, 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
Principle (title) for GTS DEVELOPMENT, LLC, , a Utah limited
liability company.

CB
Notary Public

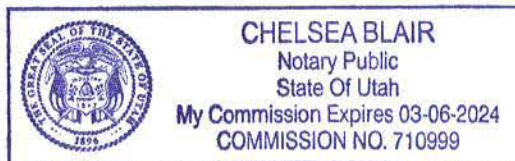


EXHIBIT A

SCOPE OF SERVICES

Overall Scope

This scope of work is based on the current MPD draft submittal design provided by Lake Flato Architects dated October 18, 2019.

The City, in partnership with the Kimball Arts Center and the Sundance Institute, is in the process of developing an arts and culture mixed-use district that will include the following components developed and owned by the City: two levels of underground parking; an underground bus transit facility; second- and third-floor affordable housing units, flexible artist commercial areas, a food hall, space for culinary education, and other uses that support the goals and priorities of the Arts and Culture District. City-owned facilities will be developed as net-zero energy facilities.

GTS will provide consulting services to the City and will act as the City's Owner's Representative through the land use entitlement processes. GTS will facilitate and negotiate development and operational agreements between the City, Sundance Institute and Kimball Art Center as the anchor owner occupants. GTS will oversee the implementation phases of design development, construction document, bidding, and construction administration. GTS will also select and manage strategic communications consultants to support community interest and knowledge of the project, assist the City in selecting an operator or operators for the project, and assist in developing operating budgets and pro formas and pre-opening and opening and activation planning.

GTS will provide the following services:

1. Coordinate all project matters at the delegation of the designated City project lead and manager.
2. Maintain an organized filing system for all project documents and records. At the project's completion the records will be turned over to the City or at any time at the City's request.
3. Schedule, attend, conduct, and record minutes as requested.
4. Assist in making presentations about the project to the governing bodies and public.
5. Provide monthly reports containing (a) status of the project; (b) comparison of the project's established budget to the actual costs to-date; (c) comparison of the project's established schedule to the actual work completed to date; (d) summary of changes to the design or anticipated costs; (e) a status of any outstanding issues requiring action or approval by the City; and (f) any other reports concerning the project feasibility and progress.

6. Review and ensure the timely processing of any City project consultant invoice or pay application.
7. Facilitate discussions and provide recommendations to the City on how to improve the project's energy efficiency, cost efficiency, and schedule efficiency.
8. Assist in the bidding of construction and/or construction management services for the project.
9. Coordinate obtaining all the necessary building permits or other necessary construction approvals.
10. Assist in any site logistic plans in preparation of and during construction.
11. Assist in procurements and agreements with potential leases of City-owned and and/or managed spaces within the project.
12. Assist in the review of any change orders.
13. Assist in the design and construction coordination of any off-site improvements related to the project.
14. Notify the City of any project scope, schedule, budget, or contractual compliance of the design professionals and contractor in an urgent and timely manner.
15. Advise on any recommended special inspections or third-party verifications that would help to ensure the success of the project.
16. Ensure project construction records are complete and provided to the City per their contract obligations or make thorough and clear recommendations of how to rectify a non-compliance situation.
17. Assist in developing an occupancy plan for City owned and/or managed spaces.

Workplan and Deliverables

The anticipated project work activities include: strategic communications; managing operations and startup logistics; securing land use approvals; negotiation and execution of operations and governance agreements and other related agreements between the development partners; and coordinating design development through construction administration and occupancy with project partners and the City's architect and engineering firms.

Proposed fees and allocated hours are fungible between the elements described below and will be billed on a percentage completion basis per element (See the Hours Estimate below). Each element is an estimated total of hours with the understanding that the Project partners are in agreement with the current direction of the Project and will be active participants in completing the work.

Strategic Communications and Branding.

GTS will engage sub-consultants to deliver strategic communications services throughout the project phases. This will help to inform the public and highlight the benefits to the community, creating excitement about the future District and mitigating obstacles that often occur in large scale development projects. GTS will manage the strategic communications teams and we anticipate delivering the following processes and deliverables:

- Stakeholder and subsequent community engagement during the MPD process
- Branding
- Ongoing community outreach and public relations efforts through and after occupancy

Operations and Start-up

GTS will work with the City and the Project partners to identify an appropriate operations methodology for the Arts and Culture District. GTS will also assist the City in finding an operator for the individual City owned components of the site including the food hall and ancillary spaces that are not currently programmed. We anticipate assisting the City in the following deliverables:

- Identification of an operator/manager of the District generally (may include developing RFPs for contracted services or developing a City in-house organization)
- Identification of an operator/manager for the Food Hall
- A business plan for the City owned assets at the District
- A program and pro forma for the lease spaces
- Assistance to City in recruiting tenants for the leasable spaces

Land Use Entitlements and Application Process

GTS will support the City's design team ahead of and during the MPD submittal process. The project will be submitted per City's development approval processes. The resulting MPD approvals and conditions will be incorporated into a development agreement. The GTS work plan will include:

- Pre-application meetings with the design team and city officials;
- Ensuring that needed documentation is comprehensive and anticipates any code, utility or community concerns;
- Assisting with the preparation of exhibits and renderings;
- Assisting with formal and informal public hearing presentations, including pre-approval informational presentations/meetings to the City Planning Commission and City Council in anticipation of future public hearings;
- Community and stakeholder engagement; and
- Managing any needed special studies (additional hours may be required).

Development & Operational Agreements

GTS anticipates that this element will take six to eight months and includes weekly meetings and coordination with the City's project lead and legal counsel to develop the necessary development and operation agreements between the Project Partners.

Activities will include:

- Meeting with project partners to attain a thorough understanding of planning and project objectives to date;
- Establishing an achievable time-frame and sequencing of document negotiation and drafting
- Development and updating of term sheets to organize key issues at each stage of negotiations;
- Facilitating regular meetings with Project partners and providing regular updates to the City project lead and legal counsel;
- Reviewing and providing input on draft documents;
- Identifying areas of conflict to achieve mutually agreeable solutions as early as possible in order to maintain progress toward finalization and execution of documents;
- Additional services that may enhance the value of the project such as developing operational budgets and proforma projections to establish a basis for cost sharing among the partners, evaluating options for and procuring management services, and assisting the City with any additional work that may be required to evaluate and address the environmental condition of the property through remediation or other land use controls.

Schematic Design

GTS will support the City and its design team during the completion of the interior schematic design, the integration of the Project partners' designs into the MPD Submittal, and processing the Planning Commission's feedback in order to finalize the Project's schematic design and prepare for design development.

Design Development

GTS will support and coordinate with the design team as they develop the drawings with more specificity and detail than in conceptual design. With multiple stakeholders in the project, design development oversight is critical in the delivery of a successful project.

GTS will:

- Develop a project manual that will clearly define the responsibilities, authority and procedures;
- Establish a management information system to support record keeping and facilitate communication to ensure contract administration is fair and timely;
- Provide the project team with cost support;
- Review design documents for conformance to the project requirements to ensure that they are complete and coordinated;
- Work with the Sundance Institute and Kimball Arts teams during this phase to ensure the appropriate coordination;

- Refine as needed the project requirements in terms of purpose, functional requirements, types of spaces, areas, basic building systems, quality and budget.
- Arrange for (as needed) an assessment of existing conditions surveys, soil investigations, utilities and traffic studies;
- Assist with developing a plan for dealing with environmental issues including hazardous materials;
- Identify relevant guidelines, regulations and codes;
- Continue to refine a cost model using adjusted historical data for major building systems and each element of the project, and adjust for local bidding conditions;
- Identify areas in the project that have a risk of not proceeding as planned. Quantify the potential effect and probability of these risks and develop plans to mitigate them;
- Obtain consensus on adjustments and compromises required to obtain a balance among scope, budget, and schedule in a manner that satisfies the Owner and all parties;
- Analyze alternative project delivery processes including traditional design/bid/build, bridging and design/build. Address quality, cost and time goals as well as legal, bid market and operational constraints. Analyze schedule and cost (hard and soft) implications;
- Prepare a plan for executing the project that includes: a strategy for developing the design and the construction documents; method for contracting for construction; the number of the construction contracts; the plan for procuring equipment and furnishings; and the approach for commissioning and occupying the project. Define responsibilities and prepare an organization chart for the project team;
- Continually refine the total project budget including: land costs, legal fees, A/E and other consultant fees, construction cost, testing agencies, landscaping, furnishings, fixtures, move cost and rental cost for temporary relocations. Organize the budget in a manner that expenditures can be tracked against the budget for the duration of the project;
- Develop a project accounting report to track by line item the original budget, current estimate, contractual obligations, changes, anticipated changes and variances. Prepare cash flow projections;
- Working with Owner and the rest of the project team, prepare and refine a master schedule of major design phase activities, including submittals, review periods and preparation of separate bid packages. Monitor design progress for conformance to the master schedule. Identify critical activities and develop recovery plans if necessary;
- Identify and schedule key decisions and approvals essential to the progress of the project. Track and report on the status of unresolved issues;
- Develop a construction-related consultant selection strategy that prioritizes the owner's needs and maximizes value for the project. This would include commissioning, envelope commissioning, geotechnical, environmental, special inspections and others as the need arises;
- Support the project team during the selection of building systems. Consider performance, cost, construction time and local labor and material capabilities;

- Review the drawings and specifications at the completion of each phase for adherence to the project requirements, compliance with applicable mandates (security, sustainability, productivity) and suitability of materials and details. Check details for constructability and coordination of design disciplines. Coordinate any required reviews by regulatory agencies;
- Where appropriate, refine the plan for dividing the work into separate contracts to allow phasing. Consider long-lead-time items, owner provided items, trade jurisdictions and local practices. Prepare a bidding schedule and address interface problems among contractors;
- Prepare construction cost estimates for comparison with the General Contractor after each design submittal. If necessary, provide recommendations to return the project to budget. Adjust cost projections for inflation in material and labor costs and changes in bidding climate; and
- Administer the design contract including payments and contract changes.

Construction Documents

At the direction of the City's project lead, GTS will coordinate with the design team as they finalize all the technical design and engineering including structural engineering and detailing, heating air conditioning and ventilation systems, plumbing, electrical, gas, energy calculations, and all products and materials are selected and scheduled. Multiple drawing sets, including a filing set for building permit approvals and a set of bidding for construction are anticipated. The project also anticipates multiple permit and bid packages including demolition, site preparation, footings and foundations, and for separate buildings. GTS anticipates performing the following tasks:

- Review construction documents for conformance to the project requirements and that they are complete and coordinated;
- Work with the Sundance Institute and Kimball Arts teams to coordinate site access, staging, security, and other construction activities;
- Establish guidelines for PCMC, SDI and KAC teams to ensure all contractors are in alignment with site access and scheduling.
- Update the total project budget, refining the cost model as additional project details and systems are identified;
- Begin to develop the FF&E schedule and budget. This will include furnishings, fixtures, equipment, information technology, security, audio/visual and building operational items that are the responsibility of the City. (GTS will provide FF&E installation oversight in later phases of the project.);
- Prepare construction document cost estimates for comparison with the final bid produced by the general contractor to ensure the scope is appropriate; and
- Review the design contract and invoices including payments and contract changes.

Permits & Bidding

GTS will conduct general oversight of the building permit and bidding process and progress and will ensure compliance with City codes, requirements, and consultant contracts. Multiple permit and bid packages including demolition, site preparation, footings and foundations, and potentially separate buildings are anticipated. During the

permits and bidding phase GTS will work closely with the design team, the City, and the Project partners to ensure timely delivery of all permit and contract documents. GTS will work with the contractor(s) to promote interest in the project encouraging adequate coverage at bid time. Market factors will be monitored at this time to fine tune strategies for bidding resulting in value created at bid time. The following tasks occur during the permits and bidding phase:

- Track the permitting process, ensuring the permits are ready at the appropriate time;
- Establish the process to be used to select the contractors including evaluation criteria;
- Develop a construction milestone schedule to issue with the bid documents for each construction contract to advise bidders of schedule requirements;
- Promote interest among contractors. Where appropriate, investigate, and pre-qualify contractors and manufacturers;
- Conduct pre-bid conferences and assist the design team with responses to questions from bidders;
- Ensure addenda are prepared by the design team and issued to bidders in a timely manner;
- Assist the Owner with the receipt and evaluation of bids. Make recommendations for award of contracts;
- Conduct pre-award conferences with the successful bidder to ensure the scope of work and schedule requirements are understood. Review capabilities of proposed subcontractors and any proposed substitutions;
- If appropriate, assist during the negotiations with the contractors; and
- Review the construction contract's general conditions. Include provisions requiring contractors to provide information to monitor on-site and off-site activities related to quality, cost and schedule. If appropriate, recommend assignment of responsibilities for temporary facilities and common services among multiple contractors. Establish procedures for the submittal of materials, samples and shop drawings.

Construction Administration

GTS will be responsible for general oversight, at the direction of PCMC's project lead, of the construction process and progress and monitoring compliance with City codes, requirements, and consultant contracts. This requires visiting the job site during construction to see progress and ensure the contractor is following the plan and reviewing the contractor's monthly invoices to confirm work completion. This also requires being available to answer questions and provide additional information as to issues that arise as well as reviewing requested change orders. This phase is completed when the final inspections are finished and the City obtains all Certificates of Occupancy. The following tasks will be used during this phase:

- Conduct pre-construction meetings with the successful contractor(s). Topics will include project procedures, mobilization plans, temporary facilities, storage, access and security;
- Review the contractor's construction schedule, examining off-site and on-site activities. Update the master schedule;

- Monitor work progress and identify delays, which could jeopardize milestone dates. When necessary, assist the contractor in preparing recovery plans;
- Establish an on-site team to coordinate activity, monitor progress, inspect the work, resolve issues and administer the contract. Recommend courses of action if the contract requirements are not fulfilled;
- If more than one prime contractor is involved with the project, develop a work plan to coordinate their activities. Assist with coordinating the contractor's activities with ongoing operations in the courthouse. Work with parties that will be affected by construction to develop procedures and schedules that will minimize disruption of normal activities;
- Monitor actual and planned progress. If problems develop, lead team efforts to resolve issues;
- Minimize construction changes, but where appropriate recommend changes that respond to field conditions or to improve quality or save time or money;
- Observe work in process, document defects and direct the contractor to make corrections;
- Coordinate independent testing labs. Obtain recommendations from the design team regarding substandard test results;
- Conduct weekly job-site meetings to review progress and resolve issues. Include contractors, appropriate subs and consultants. Prepare and promptly distribute minutes that record and track issues and decisions;
- Administer the construction contracts;
- Review the contractor's schedules of values and use them along with observations of progress to evaluate payment applications;
- Develop a system for preparing, reviewing and processing of all change orders. Estimate the cost of pending changes and examine alternate solutions to reduce costs. Evaluate change orders requested by the contractors for validity and negotiate equitable prices;
- Analyze proposed deviations from the contract specifications. Consult with Owner and the design team and make recommendations regarding acceptance. When appropriate, value engineer proposed changes and substitutions;
- Establish and maintain an automated system for processing, recording and reporting project information. Evaluate the usefulness of a project specific website to facilitate communication among the project team;
- Maintain current files of correspondence, logs, meeting minutes, contracts, drawings, specifications, shop drawings and samples;
- Maintain the project accounting system to track costs of contracts, approved and anticipated changes, payment applications and payments. Include direct purchased material and equipment;
- Prepare monthly Project Status Reports that describe the status of construction, progress during the previous period with photos, major upcoming activities, problems and outstanding decisions. Include cost and schedule status;
- Ensure requirements are understood and defined in each contract. Benchmark against code and industry standards. Measure performance and require quick correction of deficiencies; and
- Record weather, general activities and special occurrences in job-site reports;

- Arrange for regular periodic photographs of the work in progress. Photograph or video problems and special conditions.

Occupancy & Post Occupancy Evaluation

Tenants of City-owned buildings are expected to occupy the spaces when the construction is complete. This phase includes assisting the City project lead with logistics and getting accustomed to the new facilities. Due to net zero design requirements, post occupancy evaluations will be required. During the occupancy phase GTS will wind up the physical and administrative aspects of the construction and assist with move-in activities. GTS will perform the following tasks:

- Prepare a detailed schedule of punch list inspections, equipment testing, start-up and occupancy;
- Coordinate the commissioning and testing of mechanical, plumbing, electrical and special building systems and the training of the owner's building staff;
- Assemble manuals, guarantees and warranties for mechanical, plumbing, electrical and special equipment. Obtain as-built drawings;
- Coordinate inspections and prepare a consolidated punch list for each contractor. Establish the dates for substantial and final completion;
- Monitor the completion of punch list items and finalize all outstanding contract issues including change orders and time extensions. Coordinate payment of retainage;
- Manage installation of furnishings and equipment. Maintain a database of FFE that is damaged and schedule re-delivery of warranty items. If required, support the relocation of personnel;
- Ensure contractors perform warranty obligations in a timely manner; and
- During the first year of occupancy, perform a critical review of the project, including interviews with users and operations and maintenance staff to evaluate the effectiveness of design and construction.

Project Team

Owners Representative Team: GTS Development, LLC and Construction Control Corporation

Strategic Communications subconsultants: Wilkinson Ferrari and Company, Panic Button LLC

Hourly Rates

The GTS Development Services Team hourly rates are:

GTS Hourly Rates

Principal: \$200

Project Manager: \$150

Clerical: \$80

CCC Hourly Rates

Principal: \$185

Project Manager \$135

Clerical: \$80

Hours Estimate

See the following chart for overall project hours estimates.

All fees above include general overhead and insurance. Any other expenses will be billed at cost plus 10% for handling.

								PART ONE											
	Firm	Hrs/ Month	Months	Quantity	Rate	Month Tot	Total	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	
								\$ 78,245	\$ 103,805	\$ 103,805	\$ 112,180	\$ 100,145	\$ 104,835	\$ 104,835	\$ 113,210	\$ 121,585	\$ 101,595	\$ 87,090	
Operations & Startup	GTS	24	51	1,224	180	\$ 4,320	\$ 220,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	
Strategic Communication	GTS	60	51	3,060	180	\$ 10,800	\$ 550,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	
Adjacent property coordination (Munchkin/ Hor Not Included)																			
Land Use Entitlements	GTS	85	9	765	180	\$ 15,300	\$ 137,700	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300	\$ 15,300			
Development & Operational Agreements	GTS	142	9	1,278	180	\$ 25,560	\$ 230,040		\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	
Schematic Design Budget Development	GTS	35	4	140	180	\$ 6,300	\$ 25,200	\$ 6,300	\$ 6,300	\$ 6,300	\$ 6,300								
	CCC	37	4	148	155	\$ 5,735	\$ 22,940	\$ 5,735	\$ 5,735	\$ 5,735	\$ 5,735								
Design Development	GTS	142	12	1,704	180	\$ 25,560	\$ 306,720	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	
	CCC	66	12	792	155	\$ 10,230	\$ 122,760	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	
Construction Documents	GTS	66	10	660	180	\$ 11,880	\$ 118,800											\$ 11,880	
	CCC	66	10	660	155	\$ 10,230	\$ 102,300											\$ 10,230	
Powerline Relocation	GTS	14	4	56	180	\$ 2,520	\$ 10,080						\$ 2,520	\$ 2,520	\$ 2,520	\$ 2,520			
	CCC	14	4	56	155	\$ 2,170	\$ 8,680						\$ 2,170	\$ 2,170	\$ 2,170	\$ 2,170			
Hazardous Material Abatement Permits & Biddir	GTS	25	4	100	180	\$ 4,500	\$ 18,000			\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500						
	CCC	25	4	100	155	\$ 3,875	\$ 15,500			\$ 3,875	\$ 3,875	\$ 3,875	\$ 3,875						
Hazardous Material Abatement Construction	GTS	25	3	75	180	\$ 4,500	\$ 13,500								\$ 4,500	\$ 4,500	\$ 4,500		
	CCC	25	3	75	155	\$ 3,875	\$ 11,625								\$ 3,875	\$ 3,875	\$ 3,875		
Demolition Permits & Bidding	GTS	25	2	50	180	\$ 4,500	\$ 9,000								\$ 4,500	\$ 4,500			
	CCC	25	2	50	155	\$ 3,875	\$ 7,750								\$ 3,875	\$ 3,875			
Building Demolition	GTS	25	3	75	180	\$ 4,500	\$ 13,500										\$ 4,500	\$ 4,500	
	CCC	25	3	75	155	\$ 3,875	\$ 11,625										\$ 3,875	\$ 3,875	
Grading & Utilities Permits Bidding	GTS	25	2	50	180	\$ 4,500	\$ 9,000									\$ 4,500	\$ 4,500		
	CCC	25	2	50	155	\$ 3,875	\$ 7,750									\$ 3,875	\$ 3,875		
Grading & Utilities Const. (inc. repository)	GTS	17	4	68	180	\$ 3,060	\$ 12,240											\$ 3,060	
	CCC	17	4	68	155	\$ 2,635	\$ 10,540											\$ 2,635	
Footing & Foundation Permits & Bidding	GTS	50	4	200	180	\$ 9,000	\$ 36,000												
	CCC	50	4	200	155	\$ 7,750	\$ 31,000												
Footing & Foundation Construction	GTS	142	15	2,130	180	\$ 25,560	\$ 383,400												
	CCC	181	15	2,715	155	\$ 28,055	\$ 420,825												
PCAC Permits & Bidding	GTS	50	3	150	180	\$ 9,000	\$ 27,000												
	CCC	50	3	150	155	\$ 7,750	\$ 23,250												
PCAC Construction Administration	GTS	142	15	2,130	180	\$ 25,560	\$ 383,400												
	CCC	181	15	2,715	155	\$ 28,055	\$ 420,825												
Occupancy & Post Occupancy	GTS	71	6	426	180	\$ 12,780	\$ 76,680												
	CCC	132	6	792	155	\$ 20,460	\$ 122,760												
Part 1 Through January 2021							\$ 1,131,330												
Part 1 Average Monthly							\$ 102,848												

	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
\$	87,090	\$ 59,675	\$ 59,675	\$ 53,980	\$ 53,980	\$ 90,845	\$ 90,845	\$ 90,845	\$ 90,845	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 85,485	\$ 85,485	\$ 85,485	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735
\$	4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320
\$	10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800

\$ 25,560																							
\$ 10,230																							
\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880	\$ 11,880														
\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230	\$ 10,230														

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Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24
\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 68,735	\$ 101,975	\$ 48,360	\$ 48,360	\$ 48,360	\$ 48,360	\$ 48,360
\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320	\$ 4,320
\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800	\$ 10,800



\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560	\$ 25,560
\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055	\$ 28,055
												\$ 12,780	\$ 12,780	\$ 12,780	\$ 12,780	\$ 12,780
												\$ 20,460	\$ 20,460	\$ 20,460	\$ 20,460	\$ 20,460

EXHIBIT B

Extra work will be provided by a defined scope of work on a lump sum or hourly basis consistent with the hourly rates identified in Exhibit A. Any extra work shall be approved in advance in writing by the City.



GTSDE-1

OP ID: MU

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Assurance, Ltd. 5740 S. Arville Ste 204 Las Vegas, NV 89118 David R. Lee		702-798-3700		CONTACT NAME: Mayensi Chavez	
				PHONE (A/C, No, Ext): 702-798-3700	
				FAX (A/C, No):	
				E-MAIL ADDRESS: MChavez@AssuranceLtd.com	
				INSURER(S) AFFORDING COVERAGE	
				INSURER A: Continental Casualty Company	
				NAIC # 20443	
				INSURER B:	
				INSURER C:	
				INSURER D:	
				INSURER E:	
				INSURER F:	

INSURED
GTS Development LLC
332 Red Ledges Village Way
Heber City, UT 84032

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		6021732701	11/22/2019	11/22/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			6021732701	11/22/2019	11/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6080955101	04/22/2020	11/22/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional Liab Claims-Made			SFH591914996 \$1,000 DEDUCTIBLE	11/10/2017	11/10/2020	Per Claim 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Park City Municipal Corporation is an Additional Insured with respects to General Liability including Hired & Non-Owned Automobile Liability per the attached SB146968B 06/16 form as required by written contract subject to policy terms, conditions & exclusions.

CERTIFICATE HOLDER

CANCELLATION

PARKCIT Park City Municipal Corporation PO Box 1480 Park City, UT 84060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2016/03)

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**FIRST ADDENDUM TO PARK CITY MUNICIPAL CORPORATION SERVICE
PROVIDER/PROFESSIONAL SERVICES AGREEMENT**

This FIRST ADDENDUM is made and entered into in duplicate this ____ day of _____, 2020, by and between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation, ("City"), and GTS DEVELOPMENT, LLC a Utah limited liability company ("Service Provider"), to amend the Park City Municipal Corporation Service Provider/Professional Services Agreement signed and executed by both parties on April 28, 2020.

WITNESSETH:

WHEREAS, the parties entered into a Park City Municipal Corporation Service Provider/Professional Services Agreement (hereinafter "Original Agreement") on April 28, 2020, with an end date of June 30, 2020, a copy which is attached hereto as Exhibit "A" and incorporated herein;

WHEREAS, the Service Provider continues to fulfill its duties and obligations for owner's representative services for the Park City Arts and Culture District ("District") as defined in the scope in the Original Agreement;

WHEREAS, the Service Provider represents that the Service Provider continues to be qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in the Original Agreement; and

WHEREAS, the City continues to advance the planning and development phases of the District, including land use entitlements, environmental analysis, and site preparation, and the initial construction phases, including site demolition and footings and foundation construction.

NOW, THEREFORE, in consideration of the mutual promises made herein and other valuable consideration, the parties hereto now amend the Original Agreement as follows:

1. AMENDMENTS:

- a. **EXTENSION OF TERM.** The term for the Original Agreement shall be extended to a date of February 28, 2021.
- b. **SCOPE OF SERVICE.** The second paragraph of the Scope of Services section of the Original Agreement shall be amended to add the following language:

The total fee for the Project Management services from June 30, 2020, to February 28, 2021, shall not exceed **EIGHT HUNDRED TWENTY THOUSAND THREE HUNDRED EIGHTY FOUR DOLLARS AND NINETY SIX CENTS (\$820,384.9600)**, for a total not to exceed contract price of **ONE MILLION SIXTY NINE THOUSAND THREE HUNDRED EIGHTY F OUR DOLLARS AND**

NINETY SIX CENTS (\$1,069,384.96,) excluding approved pass-through consultant costs. An estimation of the amount of time required for the provision of services (“Hours Estimate”) is included in Exhibit A of the Original Agreement. If, as the Project proceeds, both Parties acknowledge that the provision of services will require the Service Provider to expend additional hours beyond those identified in the Hours Estimate, the Parties agree to enter into negotiations to amend the Original Agreement and First Addendum to account for the anticipated additional time required to effectively provide the Service Provider’s responsibilities as set forth in the Scope of Services.

- c. Compensation and Method of Payment. Section D of the Compensation and the Method of Payment Section shall be amended to read as follows:

The Service Provider shall submit to the City Manager or his designee in a form approved by the City Manager an invoice for services rendered during the pay period of eight (8) equal payments of **ONE HUNDRED TWO THOUSAND FIVE HUNDRED FORTY EIGHT DOLLARS AND TWELVE CENTS (\$102,548.12)** through February 28, 2021. The City shall make payment to the Service Provider within thirty (30) days thereafter. Requests for more rapid payment will be considered if a discount is offered for early payment. Interest shall accrue at a rate of six percent (6%) per annum for services remaining unpaid for sixty (60) days or more.”

2. **OTHER TERMS.** All other terms and conditions of the Original Agreement shall continue to apply.
3. **ENTIRE AGREEMENT.** This First Addendum is a written instrument pursuant to Section 21 of the Original Agreement between the parties and cannot be altered or amended except by written instrument, signed by all parties.
4. **COUNTERPARTS.** This First Addendum 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.
5. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this First Addendum, 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.

(Signature page follows)

IN WITNESS WHEREOF the parties hereto have caused this First Addendum to be executed the day and year first herein above written.

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060-1480

MATT DIAS, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

SERVICE PROVIDER:
GTS DEVELOPMENT, LLC, a
Utah limited liability company
332 Red Ledges Village Way
Heber City, UT 84032
Tax ID#: 47-4670131

Printed Name

Signature

Title

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

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this day of , 2020, before me, the undersigned notary, personally appeared
., personally known to me/proved to me through identification documents allowed by law, to be
the person whose name is signed on the preceding or attached document, and acknowledged that
he/she signed it voluntarily for its stated purpose as _____ (*title*) for GTS
DEVELOPMENT, LLC, 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 _____, 2020, at
_____ (insert State and County here).

Printed name _____

Signature: _____

Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: Alexandra Ananth

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2020-32, an Ordinance Approving the 802 Empire Avenue Subdivision, Located at 802 Empire Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[802 Empire Subdivision Staff Report and Ordinance](#)

[Exhibit A: Planning Commission Minutes May 13, 2020](#)

[Exhibit B: Planning Commission Minutes June 10, 2020](#)

[Exhibit C: Engineering Memorandum](#)

[Exhibit D: Record of Survey and Topographic Map](#)

[Exhibit E: Revised Driveway Exhibit with Turning Template](#)

[Exhibit F: Neighborhood Lot Size Analysis](#)

[Exhibit G: Public Comments Received](#)

[Exhibit H: Letter from Abutting Attorney](#)

City Council Staff Report



Subject: 802 Empire Avenue Subdivision
Author: Alexandra Ananth - Senior Planner **PLANNING DEPARTMENT**
Application: PL-18-03949
Date: July 9, 2020
Type of Item: Administrative – Subdivision

Summary Recommendations

Staff recommends that the City Council hold a Public Hearing for the applicant's request to create a two-lot (2) Subdivision from multiple small parcels of land, and consider approving the Subdivision Plat, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as outlined in the attached Ordinance.

Description

Applicant: Old Town Lands, LLC, represented by Jonathan DeGray, Architect
Location: 802 Empire Avenue
Existing Zoning: Historic Residential (HR-1) District
Adjacent Land Uses: Residential, Open Space
Reason for Review: Subdivisions require Planning Commission Review and City Council action

Executive Summary/Proposal

This application proposes to combine multiple small vacant parcels in order to create two (2) developable lots in the HR-1 zone, both with access off of Empire Avenue. The applicant submitted a simultaneous application for a Conditional Use Permit (CUP) to locate a shared driveway over the City's Platted Unbuilt Empire Avenue Right-of-Way in order to provide access to the proposed Lots. Due to existing steep grades, limited sight lines, proximity of existing curb cuts on Crescent Tram and its narrow street width, the City Engineer encouraged the applicant to seek vehicular access from Empire Avenue rather than Crescent Tram, and was supportive of the CUP application.

This CUP was approved by the Planning Commission on June 10, 2020 by a vote of 4-0. That night, the Planning Commission also voted to forward a positive recommendation on the 2-Lot Subdivision for City Council's consideration, with a vote of 4-0. The motion also included a recommendation that the City Council further consider the potential location of a future stairway connecting Empire Avenue to the Crescent Tram pedestrian path.

If the Subdivision is approved the applicant will need to seek a Steep Slope CUP and submit Historic District Design Review (HDDR) applications as development progresses on these lots.

The site consists of seven (7) separate parcels located between Empire Avenue and Crescent Tram which the applicant is proposing to combine and then subdivide into two developable lots.

All seven (7) parcels are currently vacant of any structures although there used to be a house on Lot 20 that may have also encroached onto Lot 19. ***Individually none of these parcels are large enough to meet the Minimum Lot Area of 1,875 square feet, and thus none of these parcels are developable on their own. Combined, these parcels meet the Lot and Site Requirements (Lot Size and Lot Width) to create two developable (2) lots in the HR-1 zone.***



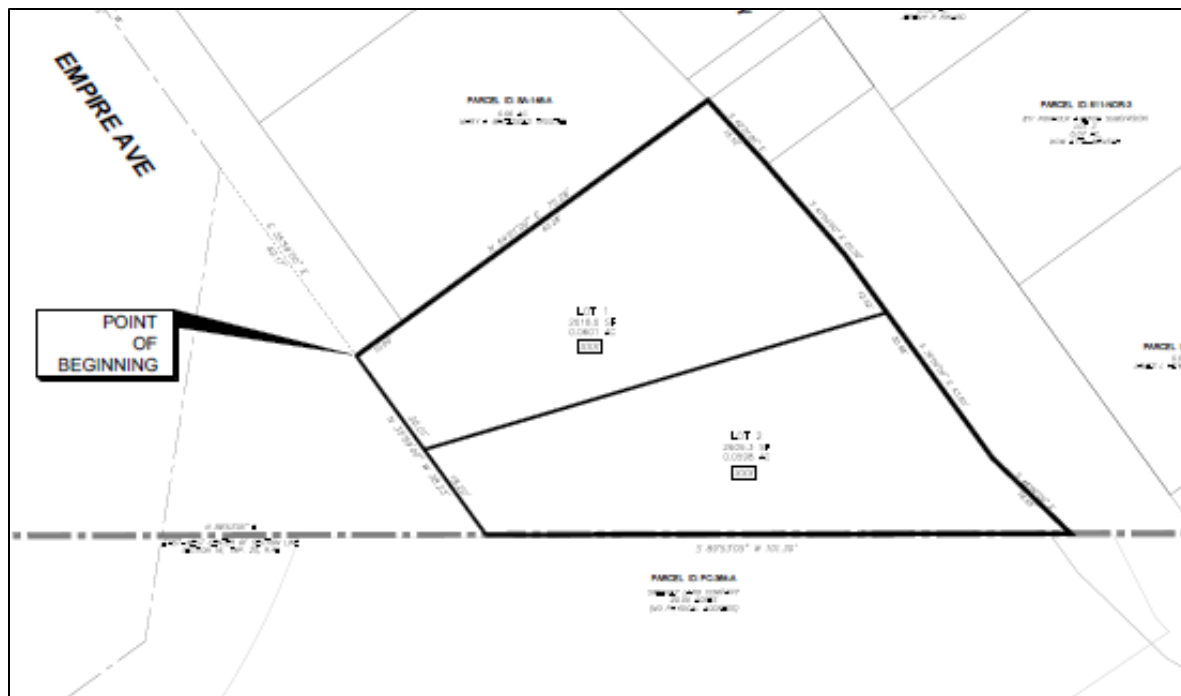


Figure 2: Proposed 2-Lot Subdivision

For additional Background and Analysis information please see the June 10, 2020, Planning Commission [Staff Report](#) and [Minutes](#).

Analysis

The applicant is proposing to create a two-lot (2) subdivision from seven (7) existing smaller parcels, none of which are individually large enough to meet the Minimum Lot Size in the HR-1 zone for a Single Family Dwelling.

Allowed Uses in the HR-1 District include Single Family Dwellings. Duplex Dwellings and Nightly Rentals of Lockout Units require a Conditional Use permit.

The table below lists the Lot and Site Requirements for the HR-1 Zone for the proposed subdivision (Lot 1 & 2) as well as if the parcels were combined to make only one lot (*not proposed*):

Zone Allowance:	HR-1 Requirements	Proposed		All 7 Lots Combined
		Lot 1	Lot 2	
Minimum Lot Size	1,875 SF	2,617 SF	2,607 SF	5225.8 SF
Lot Width as Measured from Crescent Tram	25 Feet	48.1 Feet	49.9 Feet	98 Feet
Lot Width as Measured from Empire Avenue	25 Feet	25.25 Feet	23.75 Feet	49 Feet
Setbacks				
Min. Front /Rear Setback Crescent Tram	Min. 12 ft./Total 25 ft.	Must Comply	Must Comply	Must Comply
Min. Front Setback Empire Avenue	Min. 12 ft./Total 25 ft.			
Min. Side Setback	3 ft./Total 6 ft.			
Building Height	27 ft. from existing grade	Must Comply	Must comply	Must Comply
Building Footprint		1,129 SF	1,125 SF	1948 SF

The proposed lots meet the minimum Lot and Site Requirements for a Single Family Dwelling (each) but do not have sufficient land for a Duplex as proposed. If the lots were combined as one large lot the applicant would meet the Minimum Lot Size for a Duplex which is not currently proposed and requires a Conditional Use permit.

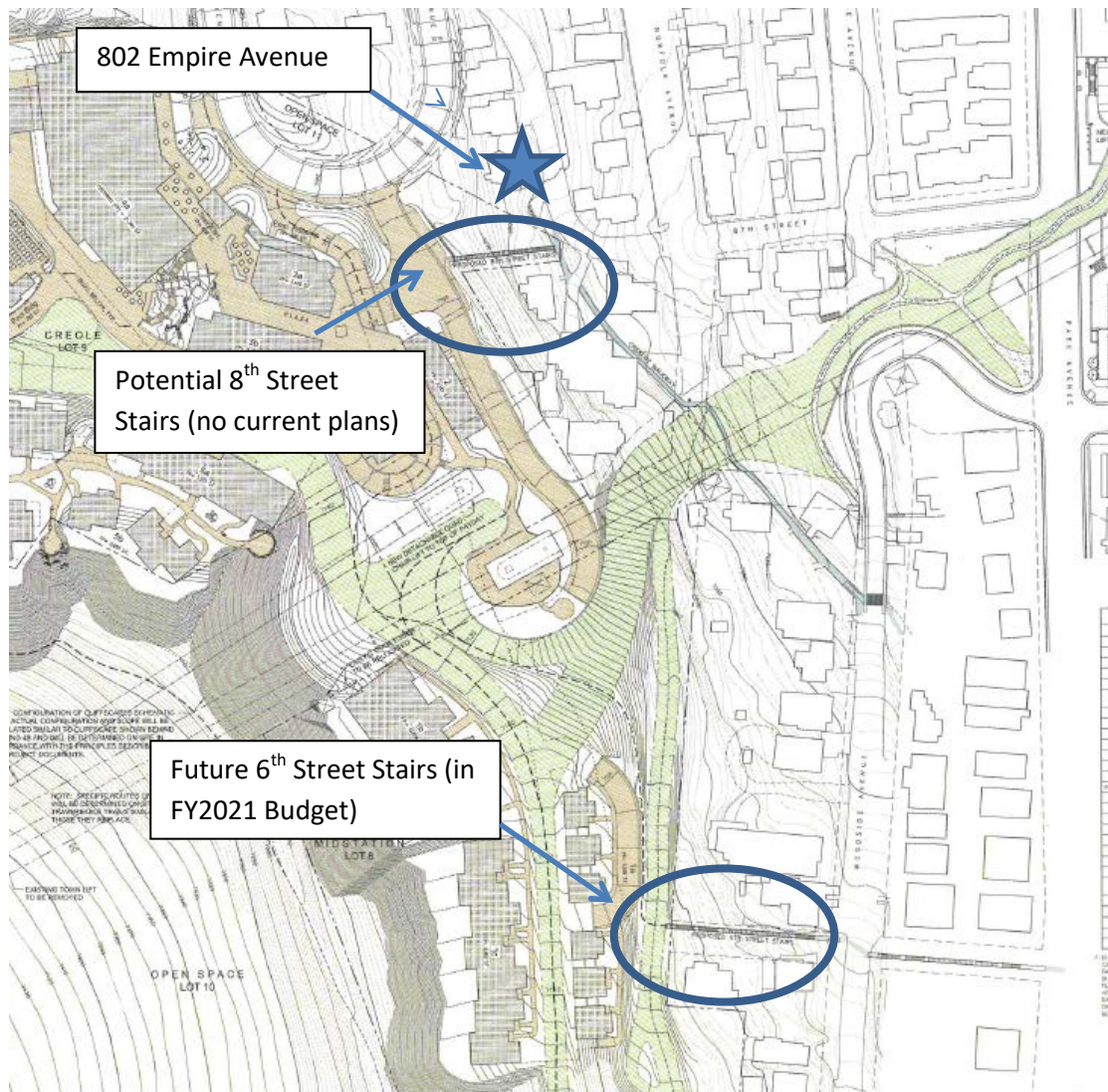
While the proposed Lot Sizes are less than the surrounding average lot size, they are well within the range of surrounding lot sizes in the neighborhood and meet the minimum lot size of 1,875 square feet for the Historic Residential District (Exhibit F – Neighborhood Lot Sizes). If the parcels were combined into one lot the new lot would be one of the larger lots in the neighborhood.

Potential Staircases

At the January 8, 2020, Public Hearing the question of how this proposed subdivision might impact the development of future pedestrian access stairs from Crescent Tram to Empire Avenue was raised. Since the City finalized the purchase of the Treasure Hill Open Space property in April 2019, the Sixth Street Stairs were identified as an east/west pedestrian facility and remain a recommended improvement by the Trails and Open Space Department. Funding for this improvement is included in the adopted FY2021 Budget and this is the prioritized old town stair alignment at the present time with 9th Street being the second priority before an Empire – Crescent link. Nevertheless, the Planning Commission's final motion included a recommendation that the City Council further consider the potential location of a future stairway connecting Empire Avenue to the Crescent Tram pedestrian path.

The proposed subdivision does not preclude a future alignment or improvement in some form on the City's land from Crescent Tram to Empire Avenue, however no plans for this are currently in the works.

A sketch of what could be known as the Eighth Street Stairs is included below. This was taken from the Treasure Hill Development Application Submittal. The applicant has agreed to a Condition that they will not oppose, and will work with the City, if it is determined that a staircase or other form of public access connecting Empire Avenue to Crescent Tram, adjacent to the subject property, is determined to be appropriate at some point in the future.



An aerial version is approximated below.



At the May 13, 2020 hearing, it was noted in a letter from the abutting property's attorney, that 808 Empire has a non-exclusive easement, executed in 1990, for a driveway, associated retaining walls, cuts and fills, drainage features, and lighting, as well as the right to repair, replace and maintain a driveway to access their property (Exhibit H). It is the City's position that the proposed shared driveway encroachment, which is less square feet than the existing gravel encroachment which has existed for many years and prior to the Grant of Easement, does not cause unnecessary injury or damage to or interfere unreasonably with the easement holder's use and enjoyment of their driveway easement.

The same letter requested the resolution of where a pedestrian path would be located should it be constructed in the future.

The Planning Department wants to clarify that the proposed subdivision does not preclude a future pedestrian connection on the City's property just south of the proposed subdivision from Empire Avenue to the Crescent Tram pedestrian path. However, as noted above, the City has prioritized the 6th street stairs and there are no plans or funding at the current time for a pedestrian connection in this location. Recommended Finding of Fact #19 and Conditions of Approval #9 and 10 address this issue.

Good Cause

Planning Staff finds that there is Good Cause to grant the requested two-lot (2) Subdivision to create two legal lots of record. The proposed Lots meet the Lot and Site Requirements of the Historic Residential District and development patterns of the surrounding neighborhood. Both Lots will have Frontage on Crescent Tram continuing the rhythm of the existing streetscape but will have vehicular access from Empire Avenue as requested by the Engineering Division. This will in turn encourage

development of contextually compatible structures that contribute to the character and scale of the Historic residential Area and meet the purpose of the HR-1 District.

Process

The City Council determination constitutes Final Action that may be appealed following the procedures in LMC § 15-1-18.

Department Review

This project has gone through interdepartmental review and the applicant has been encouraged to access the lots from Empire Avenue, for which they will need a CUP. A Memorandum from the Engineering Division is attached as Exhibit C and specifically discusses how the application complies with LMC Section 15-3-3, General Parking Area and Driveway Standards.

The Trails and Open Space Manager has also reviewed this project with respect to potential improvements to pedestrian connections in the area.

Public Input

Public Comment received via email are attached to this Staff Report (Exhibit G).

Significant Impacts

There are no significant impacts from this application that have not been addressed through careful planning and Conditions of Approval.

Summary Recommendations

Staff recommends that the City Council hold a Public Hearing on the 802 Empire Avenue Subdivision, consider public input, and forward a positive recommendation for City Council's consideration based on the draft Ordinance, Findings of Fact, Conclusions of Law, and Conditions of Approval.

Exhibits

Draft Ordinance and Proposed Subdivision

- Exhibit A: Planning Commission Minutes May 13, 2020
- Exhibit B: Planning Commission Minutes June 10, 2020
- Exhibit C: Engineering Memorandum
- Exhibit D: Record of Survey and Topographic Map
- Exhibit E: Updated Driveway Exhibit with Turning Template
- Exhibit F: Neighborhood Lot Sizes
- Exhibit G: Public Comments Received
- Exhibit H: Letter from Abutter's Attorney Dated May 13, 2020

**AN ORDINANCE APPROVING THE 802 EMPIRE AVENUE SUBDIVISION,
PARK CITY, UTAH.**

WHEREAS, the owner of the property located at 802 Empire Avenue petitioned the City Council for approval of the two-lot 802 Empire Avenue Subdivision; and

WHEREAS, on December 18, 2019, the property was posted and notice was mailed according to the requirements of the Land Management Code; and

WHEREAS, legal notice was published in the Park Record on December 21, 2019, according to requirements of the Land Management Code; and

WHEREAS, on January 29, 2020, the property was re-posted, notice was mailed and legal notice was re-published in the Park Record, according to requirements of the Land Management Code; and

WHEREAS, on April 29, 2020, the property was re-posted, notice was mailed and legal notice was re-published in the Park Record, according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission opened a Public Hearing on January 8, 2020, to receive input on the 802 Empire Avenue Subdivision and continued the Public Hearing on February 12, 2020, and continued the Public Hearing again on May 13, 2020 and again on June 10, 2020; and

WHEREAS, the Planning Commission forwarded a positive recommendation to City Council; and

WHEREAS, on July 9, 2020, City Council held a Public Hearing to receive input on the Subdivision Plat; and

WHEREAS there is good cause and it is in the best interest of Park City Utah, to approve the Subdivision Plat.

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

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

Findings of Fact:

1. The subject property is located at 802 Empire Avenue.
2. The subject property is located within the Historic Residential (HR-1) Zoning District.
3. On December 17, 2019, the Subdivision Plat application was deemed complete.
4. The two-lot (2) Subdivision is made up of seven (7) parcels including portions of Lot 19, all of Lot 20, and all of Lot 21, none of which are large enough to be developed on their own.
5. All seven (7) parcels are vacant of structures.
6. The applicant has worked with the City to complete and record Quit Claim Deeds and resolve a number of surveying errors.
7. The lots are considered “through-lots” with Frontage on both Crescent Tram and Empire Avenue.
8. Due to the Unusual Lot Configuration the Planning Director determined that Frontage can be measured on Crescent Tram in order to meet the Minimum Lot Width even though vehicular access will be restricted to Empire Avenue.
9. Both new lots meet the minimum Lot and Site Requirements for Single Family Dwellings.
10. Due to existing steep grades, limited sight lines, proximity of existing curb cuts on Crescent Tram and its narrow street width, the applicant has been encouraged by the City to access the lots from Empire Avenue and has submitted a simultaneous request for a Conditional Use Permit (CUP) to locate a shared driveway over the City’s Platted Unbuilt Right-of-Way in order to provide vehicular access to the two lots from Empire Avenue and not Crescent Tram.
11. The Planning Commission approved a CUP for a shared driveway over Platted Unbuilt Empire Avenue on June 10, 2020, by a vote of 4-0, to provide access to this 2-Lot Subdivision.
12. Existing gravel areas on both the north and south side of the shared concrete driveway are noted to be removed.
13. The proposal allows for adequate snow storage.
14. The intersection of the shared driveway and Empire Avenue is roughly perpendicular which is an improvement compared to the existing conditions.
15. The proposed driveway width of 15 feet complies with the minimum requirement specified in LMC Section 15-3-3 (H).
16. The proposed driveway is spaced approximately 33 feet from the nearest existing driveway and approximately 122 feet from the intersection of Empire and Crescent Tram.
17. The maximum slope of the driveway is shown to be 12%.
18. Based on the facts listed above and the challenges of access from Crescent Tram, the Engineering Division approves a slope greater than 2% within the transition area noted in LMC Section 15-3-3, General Parking Area and Driveway Standards.
19. It is expected that the applicant will also need to seek a Steep Slope CUP and submit Historic District Design Review applications for the proposed houses as development progresses.
20. The Subdivision does not preclude the creation of a future pedestrian connection on PCMC Parcel PC-364-A-X, immediately south of the subject property, connecting Empire Avenue to the Crescent Tram pedestrian pathway.

Conclusions of Law:

1. There is Good Cause for the Subdivision which created two developable lots in keeping with development patterns in the surrounding neighborhood.
2. The Subdivision is consistent with the 2014 Park City General Plan and the Park City Land Management Code including Sections 15-7.1-3(C) and 15-12-15(B)(4) and (9) and applicable State Law regarding Subdivision Plats.
3. Neither the public nor any person will be materially injured by the proposed Subdivision.
4. Approval of the Subdivision 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 Subdivision Plat for compliance with State Law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.
2. The applicant will record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. A Plat Note shall indicate that both lots shall have vehicular access from a shared driveway from Empire Avenue only and that no vehicular access from Crescent Road shall be permitted.
4. The City Engineer shall review and approve all grading, utility installation and public improvements prior to building permit issuance.
5. A Plat Note shall indicate that the grade of the proposed shared drive shall not exceed 10% within the platted unbuilt right of way.
6. A Plat Note shall indicate that backing out of the shared drive shall be forbidden. A swept path analysis showing a vehicle turn-around from both lots shall be provided to the City Engineer for review and approval prior to building permit issuance.
7. If necessary, a separate encroachment agreement for the portion of shared drive encroaching on PCMC Parcel PC-364-A-X will be required prior to building permit issuance.
8. A Plat Note shall indicate that no parking or obstacles shall be permitted within the portion of shared driveway located within the platted unbuilt right of way.
9. A Plat Note shall indicate that neither the shared driveway nor the future houses shall prohibit pedestrian access of a future 8th Street public pathway, located just south of the 802 Empire Avenue Subdivision, connecting Empire Avenue to the Crescent Tram pedestrian pathway.
10. A Plat Note shall indicate that the applicant or his assignees will not oppose, and will work with the City, if it is determined that a staircase or other form of public access connecting Crescent Tram to Empire Avenue, adjacent to the subject property, is determined to be appropriate at some point in the future. The applicant agrees to include an offer of dedication for the connection if requested by the City Engineer on the applicable future application.

11. A Plat Note shall indicate that no building permit may be issued until City Council approval of an Encroachment Agreement for the driveway located within the Public Right-of-Way.
12. A Plat Note shall indicate that if at some point in the future Empire Avenue is re-aligned, the applicant will be responsible for the removal of all portions of the driveway within the ROW at their sole expense and in an expeditious manner (within 90 days of written notice).
13. Prior to the issuance of a building permit, a Construction Mitigation Plan that includes consideration of how construction related parking will be managed shall be submitted to the Building, Engineering and Planning Departments for review and approval.
14. A Plat Note shall indicate that no height exemptions from the Land Management Code shall be permitted for any buildings within the 2-Lot Subdivision.
15. A Plat Note shall indicate that no vehicular access gates shall be permitted within the 2-Lot Subdivision.

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

PASSED AND ADOPTED this JULY 9, 2020.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

802 EMPIRE AVENUE SUBDIVISION

A PARCEL OF LAND
LYING WITHIN THE NORTHWEST QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

OWNER: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

DATE: _____

BY: _____

FOR: _____

REMARKS: _____

APPROVAL: _____

DATE: _____

BY: _____

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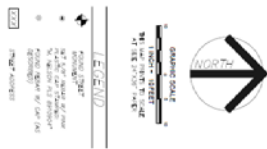
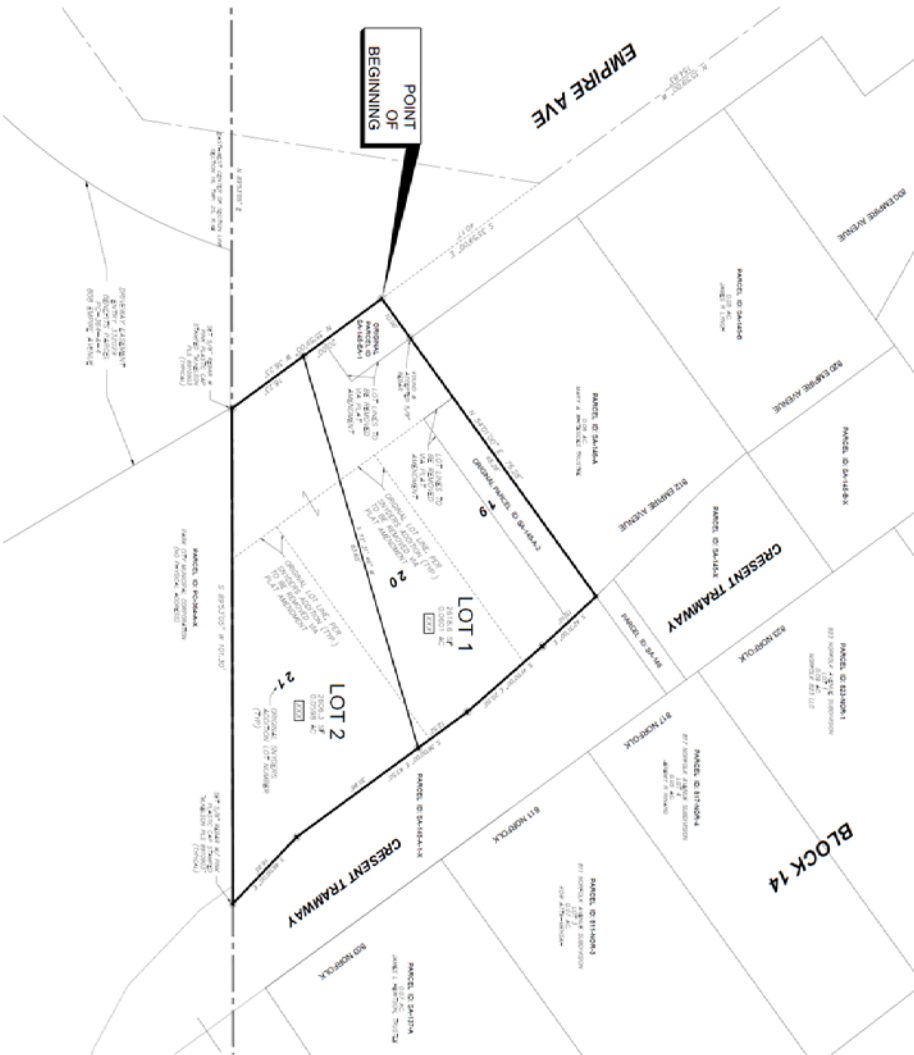
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REMARKS: _____

802 EMPIRE AVENUE SUBDIVISION
A PARCEL OF LAND
LYING WITHIN THE NORTHWEST QUARTER OF
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASIN & MERIDIAN
SUMMIT COUNTY, UTAH



NOTES:

1. The survey was made by Park City Surveying, Inc. on or about the 15th day of May, 2010, and the survey was completed on or about the 15th day of May, 2010.
2. The survey was made by Park City Surveying, Inc. on or about the 15th day of May, 2010, and the survey was completed on or about the 15th day of May, 2010.
3. The survey was made by Park City Surveying, Inc. on or about the 15th day of May, 2010, and the survey was completed on or about the 15th day of May, 2010.

Park City Surveying
1000 North 1000 West
Summit, Utah 84401
Phone: 435.734.1234
Fax: 435.734.1235
www.parkcitysurveying.com

RECORDED
SHEET 2 OF 2
09-18-2010

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
MAY 13, 2020

COMMISSIONERS IN ATTENDANCE:

Chair John Phillips, Sarah Hall, John Kenworthy, Mark Sletten, Doug Thimm, Christin Van Dine

EX OFFICIO: Planning Director Bruce Erickson; Rebecca Ward, Planner; Alexandra Ananth; Planner; Laura Kuhrmeyer, Planner; Mark Harrington, City Attorney

The Planning Commission meeting was conducted virtually via Zoom.

The public was able to submit eComments during the meeting.

ROLL CALL

Chair Phillips called the meeting to order at 5:33 p.m. and noted that all Commissioners were present except Commissioner Suesser, who was excused.

APPROVAL OF MINUTES

April 22, 2020

Planning Director Erickson referred to page 2, fourth paragraph, first sentence, and noted that the name of the IT person who had set up the meeting is **Scott** Robertson; not Sky Robinson as stated in the Minutes.

MOTION: Commissioner Thimm moved to APPROVE the Minutes of April 22, 2020 as amended. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC COMMUNICATIONS

No comments were submitted on items not on the agenda.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Erickson reported that the next meeting on May 27th will have a full agenda. The Staff was working through details on the PCMR pre-application request and would like to bring that application to the Planning Commission on May 27th. Director Erickson

recognized that it might be premature, but the applicant wanted to hear from the Planning Commissioner earlier rather than later.

Director Erickson stated that he had asked to postpone the Sustainability Land Use Codes to the June meeting as the Staff works through issues on what they call the "Stretch Code". It is a new concept that provides incentives to developers for additional environmental and energy restrictions to get to net zero. Director Erickson remarked that they were trying to figure out how to make it enforceable and who it would be enforced on. Once the developer is gone, the responsibility is on the building owner.

Director Erickson anticipated holding virtual Planning Commission meetings through June. The Planning Commission meetings are back on the normal schedule of the second and fourth Wednesday of the month.

Regarding the Stretch Code concept, Commissioner Thimm suggested that it not only be enforceable but also verifiable. He noted that the concept is no good unless it is fully tested and vetted. Director Erickson agreed. He explained how the Stretch Code works. An energy compliance document must be produced every year and delivered to the municipality. The Planning Department and the Sustainability Department are trying to determine whether or not this is valid.

Commissioner Thimm remarked that if the developer or the property owner is getting incentives, it is important to make sure that the reason for those incentives remain in place. Director Erickson pointed out that this item was not on the agenda for discussion. However, there is a range of incentives and, the Sustainability Department is only asking for an expedited approval process. They do not understand additional density, height, or parking reductions; whether or not they are on top of an affordable housing request, and the Staff was working through all those issues before coming to the Planning Commission.

Chair Phillips asked for an update on the wall at the top of King Road. He drove by the property a week ago and it looked like they were preparing to put stone on it. Director Erickson noted that the applicant withdrew the application for the wall higher than 6-feet; and, therefore, it was not regulated. The applicant moved forward with the wall under the building permit and the subdivision. Director Erickson reported that the City Engineer had approved the changes to the geometry.

Commissioner Sletten assumed the geometry included the wall where the road was turning. He asked if all that comes into play and not just the wall height. Director Erickson stated that information on additional turning movement was submitted during

the CUP process showing that it was easier for fire apparatus to make the turn with the wall in the new location. That was the geometry that the City Engineer approved.

Commissioner Hall commented on an email from a resident regarding a ridgeline. Director Erickson provided an update on 955 Saddlevue Way. He noted that it was not scheduled on the agenda and the Commissioners could not have a discussion. Director Erickson stated that the Planning Department was providing information to the City Manager and the City Attorney. A visual simulation was conducted before the house was approved, in accordance with the Finnegan's Bluff approval. They were looking at that visual simulation. Surveyors were sent to check the height of the building consistent with what was approved. They are now requesting additional simulation and sections cut from the viewpoints required in the Finnegan's Bluff approval. Several of the Staff were working on the situation and it will come back to the Planning Commission at some point. Director Erickson stated that the Building Department has had conversations with the contractor. The contractor will continue to work on the building, but not in the cupola third floor until the Staff review is complete.

CONTINUATIONS - (Public Hearing and Continue to Date Specified)

- 5.A. 84 Daly Avenue – Steep Slope Conditional Use Permit – The Applicant Proposes to Construct a Single-family Dwelling on a Lot Containing 3,858 square feet with a Building Footprint in Excess of 200 square feet Projecting Over an Existing Slope of 30% or greater. (Application PL-20-04480)

Director Erickson reported that the Staff was requesting a continuation to May 27, 2020 while they obtain additional information on steep slopes and excavation on the lot.

Director Erickson explained that this application is a full conditional use permit because the lot is larger than a standard 25' x 75' lot. If the lot was 25' x 75', this Steep Slope CUP would be handled administratively.

Chair Phillips clarified that it was coming to the Planning Commission because of the lot size and not due to the excess footprint. Director Erickson answered.

Chair Phillips opened the public hearing. No comments were submitted. Chair Phillips closed the public hearing.

MOTION: Commissioner Kenworthy moved to CONTINUE 84 Daly Avenue Steep Slope Conditional Use Permit to May 27, 2020. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

6. WORK SESSION

6A. Work Session – Staff compiled the Planning Commission’s Goals and Priorities for 2020 Land Management Code Amendments and will Present a Schedule for the Commission’s Review.

Planner Rebecca Ward reported that the Planning Staff had compiled a list of proposed work sessions and LMC Amendments for the coming year, based on the input from the Planning Commission at the February 26th Work Session. The Staff had also scheduled two Planning Commission discussions for July 8th and September 23rd to respond to their request for quarterly discussions on the LMC. The scheduled topics and dates were outlined in the Staff report.

Planner Ward presented a slide of the top five priorities, which included affordable housing, sustainability, connectivity, general plat amendments specific to Bonanza Park, and transfer of development rights. The Staff also added to the schedule a work session on Lot combinations in the Historic District, as well as a Land Management Code Amendment to cap nightly rentals in the HRL zone, based on their input on March 11th.

Planner Ward noted that Exhibit A outlines the proposed schedule. She asked if the Planning Commission had further comments, if the Staff left anything off the list, or whether the Commissioners wanted to re-prioritize any items for the coming year.

Director Erickson remarked that Planner Ward had just summarized a lengthy and complete Staff report. He asked the Commissioners to recognize the need for a good, solid policy analysis on each of these items.

Chair Phillips thought the schedule looked good. He hoped they would be able to work through the schedule for the remainder of the year.

Chair Phillips commented on the ADU portion and suggested a discussion regarding tiny homes. He was interested in knowing whether the Code addressed anything that would apply to tiny homes. Director Erickson replied that nothing in the Code precludes tiny homes. However, there are technical details such as needing to be on a foundation. Currently, they were working through the issues such as whether an accessory development unit needs to have a separate water and sewer connection, or whether it can come through the meter and the current sewer.

Commissioner Thimm stated that in looking through his notes, one of the points for affordable housing was additional discussion on the potential for setback adjustments. He also recalled talking about affordable housing targets in relationship to the AMI, and whether or not varying amounts of deeper targeted affordable housing might have some sort of sliding scale in terms of the benefits.

Planner Ward stated that those items would be included in the Housing Resolution discussion and she would make a note to bring them forward.

Commissioner Sletten thought the discussion on affordable housing would be ongoing and would require more than one work session. He believed it was one of the most critical elements on the schedule and asked if it was possible to move it up on the list in anticipation of additional work sessions.

Planner Ward stated that the City has a consultant who was researching accessory dwelling units and Phase 2 increased height and decreased parking amendments. The initial work sessions were scheduled based on that research. She would follow up with additional work sessions.

Commissioner Van Dine did not have additional comments at this time. She thought the schedule looked good. Commissioner Van Dine agreed with Commissioner Sletten about having additional time for ongoing discussions. Her main concern was timing to make sure the schedule moves forward. Commissioner Van Dine thought they should either be flexible with the schedule or schedule extra time at the end if it becomes necessary to move an item back to accommodate something that might require additional time.

Chair Phillips thought it was good that the schedule was aggressive. The key will be to stick to those dates for the initial work sessions, and schedule follow-up work sessions as an additional item on the agenda.

Commissioner Kenworthy agreed that Affordable Housing was a number one priority and that they should schedule multiple work sessions for those discussions. Within those discussions, Commissioner Kenworthy assumed they would address removing the height restriction, parking, and why the public/private aspect failed. He asked if all three of those issues would be included for the work sessions.

Director Erickson thought Commissioner Kenworthy was overstating the case about removing the height restriction. The first question to be answered is where additional height can be resolved without impacting the neighborhoods. Director Erickson stated that there is not good scientific evidence that height affects affordable housing. He

noted that the Planning Department has a list of priorities. They need to make a distinction between international seasonal workers versus non-international seasonal workers versus 80% of AMI with families versus 120% AMI with families when determining how to do the analysis. Director Erickson commented on the difficulties of that conversation. For example, if someone is allowed an additional story, they will be able to make it work because going above a certain height results in looking at elevators and exiting, and the construction techniques change. Director Erickson emphasized that additional height is not as simple as it sounds.

Commissioner Kenworthy remarked that setbacks would give additional density to the developers. He stated that for many years a goal has been to get public/private working in the City; however, they never got over that hump. Director Erickson replied that the hump was not due to the regulatory process at this point. He was waiting to see what happens with Prospector Lot G, because the owner is a long-term apartment developer and does not intend to flip the project. If the developer is successful, they can build on that model. Director Erickson stated that in the outset, it is easier to build a high-end house and walk away with a significant profit than it is to build affordable housing. He noted that Mountain Lands Housing Trust has been very successful in delivering projects, but they are also very good at understanding federal funding models.

Director Erickson reported that the Planning Department hired a consultant to provide information on the various types of markets the City is trying to serve to help identify the constraints. Commissioner Kenworthy stated that he would hate to miss the scheduled dates with those recommendations. Director Erickson did not think that would happen, but it is not as easy as it appears. Commissioner Kenworthy thought tax subsidies, height, parking, and any other issues that might come into play should be addressed with the Affordable Housing discussions. He did not think they should look to City Hall to build out of this problem. Director Erickson stated that they would not get built out of the problem because there is a million square feet of retail on Main Street that is not required to deliver housing. Only 10-20% of the resort employees require delivering housing. The City is far down on the requirement to accomplish the goal. Director Erickson offered to provide additional resource information as quickly as possible.

Commissioner Kenworthy noted that TDRs was the fifth priority on the list. He noted that TDRs have never been achieved and he questioned whether or not it should be priority. Director Erickson replied that TDRs was added as a priority because Planner Ward tried to respond to the requests from the Planning Commission. He noted that there are fundamental flaws in the ordinance in that the value of the TDR is established by the buyer and not by the seller. The buy has no assurance as to the value of the TDR until the Planning Director makes the determination on the value of the property it

is to be transferred to. A second issue is that none of the main locations that require a TDR or are allowed to have a TDR want the additional density. The Staff was making adjustments to make TDRs part of the additional density ability for affordable housing. Director Erickson thought there may be an opening where a TDR could be done to support affordable housing rather than some of the other incentives. The Staff believes there are properties in the Historic District that could be eligible for TDRs, and they would like to see that occur. Director Erickson pointed out that the banking portion of TDRs does not work and that presents a problem.

Commissioner Kenworthy stated that he was in favor of cleaning up the valuations. Director Erickson remarked that instead of incentivizing developers to do pure growth for housing, they would like to be able to use the TDR Code to make it easier to have the density.

Based on the explanations, Commissioner Kenworthy was comfortable leaving TDRs as a priority.

Commissioner Hall referred to the August 12th meeting to discuss private driveways on platted unbuilt rights-of-way. She recalled that the Planning Commission had talked about expanding that discussion to include private use of any City land. She preferred to expand the scope of the discussion. Planner Ward stated that it would follow the City Council work session on encroachments in the right-of-way. She would make a note to expand the discussion.

- 6B. Work Session – Discussion on Proposed Amendments to Land Management Code Chapter 15-6, Master Planned Developments (MPDs) (1) to Clean Up Remnant Code from Formerly Required Pre-MPDs; (2) to Allow the Planning Director Approval of Minor MPD Modifications and to Outline Substantive MPD Modifications that Trigger Commission Approval; (3) to Require an MPD and Development Agreement Amendment to Increase Density within an MPD; (4) to Clarify the Conversion of Units to Unit Equivalents; and (5) to Remove Support Commercial, Residential, and Resort Accessory Uses.

Planner Ward reviewed the proposed amendments to Chapter 15-6 of the LMC for Master Planned Development. The Staff was proposing five substantive amendments; and this was the first of many work sessions for some of the topics.

Planner Ward stated that the first three amendments were straightforward. It primarily cleans up language from prior amendments; clarifies modifications that trigger amendments to an MPD; and clarifies that when a Master Planned Development is

approved, that that is the maximum density and any request to increase the density on a specific parcel within the MPD requires an evaluation of the entire MPD.

Planner Ward stated that the fourth and fifth proposed amendments would clarify the conversion of units to unit equivalents; and to either remove or cap exemptions to unit equivalents. The last two amendments would take a lot of time and include public outreach and future work sessions. The Staff was bringing these amendments forward this evening to get initial feedback and input from the Commissioners as they move forward.

Chair Phillips clarified that unless the Planning Commission had issues with the first three amendments, the Staff was prepared to move forward on those; and that the fourth and fifth proposed amendments would require more time and public outreach. He asked Planner Ward to explain the next step in the process for the first three amendments following this work session. Planner Ward stated that based on the discussion this evening, she would draft the Code and bring it back to the Planning Commission in the near future.

Planner Ward stated that the next work session to continue the discussion on amendments four and five will tentatively be scheduled for July 22nd. Director Erickson stated that the Planning Department reached out to the Resorts and they were trying to figure out the relationship between the proposed amendments and the Development Agreements. The Planning Commission will see commentary from Planner Ward as to whether this is forward looking, backward looking, or both as they move forward. Director Erickson reported that the Planning Department received comments from Deer Valley Resort on these amendments.

Planner Ward stated that the Staff had done some very basic clean-up changes as shown in the attached redlines, for consistency and updates to clarify the Code. The first proposed amendment was a clean-up amendment. She explained that a few years ago the pre-application requirement for MPDs was removed from the Code; however, some provisions still have the pre-application language. The Staff verified that the pre-application conference with Staff is optional; and clarified the requirements so MPD applicants can schedule a work session with the Planning Commission before bringing their final project forward.

Planner Ward reported that the second amendment is to clarify modifications that trigger full MPD amendments. These include changes in square footage or use that trigger more parking, changes that generate greater traffic, a reduction to open space, a request to modify one of the Planning Commission's conditions of approval, and also to clarify Planning Director authority to approve minor modifications that comply with the

MPD approval and the LMC, and that any Planning Director approval would be appealable to the Planning Commission.

Planner Ward stated that the third amendment is to clarify that the MPD approval is the maximum density and any request to increase the base zoning will require an amendment. She noted that when individual properties within an MPD forward, this amendment will ensure that the full conditions of approval for the MPD are retained over time. This started in the early 1980s LMC that required a document outlining the MPD approval be recorded with the County because MPD zoning might be more or less restrictive for individual persons than the underlying zone. This amendment would ensure that as they move forward with approvals that are part of an MPD that it will comply with the initial approval.

Commissioner Sletten referred to the 5% regarding square footage in the second amendment. He asked how 5% is measured with respect to traffic, etc. He wanted to know if it requires a traffic study or whether it is subjective based on what the applicant submits. Planner Ward replied that it would be based on a traffic study. Director Erickson stated that it is based on traffic and parking, and whether the building needs to be modified. Commissioner Sletten thought parking was quantifiable; but the traffic study would have some variances.

Chair Phillips asked if they were considering any changes regarding back of house. Planner Ward replied that back of house would be discussed under Amendment 5.

Commissioner Sletten referred to 15-6-2(b) and asked why it was less than 20,000 square feet or 10 UEs versus more than, so they could allow ten units or ten lots. He asked how the Staff determined a 9.9 lots subdivision. Commissioner Sletten noted that it is easier to do in UEs than it is in square footage. Planner Ward stated that Commissioner Sletten made a good point and she would look into it. However, 15-6-2 is written such that Section A is where the MPD is required and Section B is where the MPD is allowed. Planner Ward explained that under Section A the square footage would trigger an MPD. She offered to work through the language to see if it could be better clarified. Commissioner Sletten thought it would be easier to quantify as "more than" rather than "less than".

Commissioner Kenworthy thought it appeared that 15-6-3 was being eliminated. Planner Ward replied that he was correct. She noted that 15-6-3A is duplicated in 15-6-5A. The 15-6-3 header is specific to Uses and, therefore, the Staff eliminated the density discussion. However, that language is still included in the Code under 15-6-5A. Commissioner Kenworthy asked if they changed the language or just removed

duplicated language. Planner Ward replied that they only removed duplicated language. The language was not changed.

The Commissioners had no further comments or questions on the first three amendments.

Planner Ward reiterated that Amendments 4 and 5 would require several discussions as they work through the amendments. She stated that one issue in the MPD Code is the way density is established. The Code states that an MPD shall not exceed the maximum density in the zone, except as otherwise allowed in the Section. The Section outlines Planning Commission discretion to increase the density by 10% if an applicant meets one of these three criteria; 1) donating open space to the City or other entity that will conserve the open space; 2) providing more than 30% of UEs as affordable housing or; 3) preserving more than 80% of the project as open space. Planner Ward stated that the intent is to clarify a challenge when they determine the maximum density for each zone. Currently, there are three different ways of determining the density in the Code. One is a volume-based determination that ends up with an envelope based on the lot size, setback, height restrictions, and in some zones a building pad amendment. Some zones are based on a Floor Area Ratio and others that are units per acre.

Planner Ward stated that the challenge is specific with the volume-based method. The Staff is trying to find a consistent way to come up with a method of one unit equals this unit equivalent for those zones. The Staff was still working through the details and coming up with the result if they went to a base Floor Area Ratio versus a unit per acre for MPDs that based in the volume-based zones. The intent this evening was to bring this to the Commissioners' attention.

Director Erickson stated that with the exception of one or two MPDs, all the MPDs involve some type of density transfer from larger areas. For example, the zoning density was transferred off of Park City Mountain Resort to the base area. Therefore, the base area density is far greater than what the zone would allow. The same occurred on the Town Lift, in Deer Valley, and in Empire Pass. Director Erickson explained that when the annexation was done between PCMR and Empire Pass, County allowed density was transferred between the two ski areas. Director Erickson pointed out that the "not to exceed the base density zone" still needed to be cleaned up. The Staff was working on it and it is not a simple problem. Planner Ward stated that the Staff would continue to work on it and bring it to the Planning Commission in a future work session.

Commissioner Thimm understood that the challenge was determining the maximum density; and the three choices were volume-based, FAR, or units per acre. He asked if

the thinking is that at some point there will be a recommendation to choose one of those three as the way to establish the density in the zone. Planner Ward stated that under the current Land Management Code, those are the three determinations for density. When they do an MPD in a zone that has a Floor Area Ratio or a unit per acre determination, it can be straightforward to convert that to a unit equivalent under the MPD Code. The challenge is with the volume based. Planner Ward stated that volume based density would remain in the base density, but for a specific MPD in those zones, they would look to establish something similar to either a Floor Area Ratio or unit per acre specific to the MPD process within those volume-based Codes.

Director Erickson remarked that the MPD also requires clustering. For example, a zone may allow three units per acre, but when they cluster all the units that are stripped off the density, the result is 40 units per acre. Director Erickson stated that the UE is designed to limit the size of units based on the number of units approved. Commissioner Thimm appreciated the explanation. He was wanted to know whether the Staff was only honing in on one trigger, but he understood that was not the case.

Commissioner Sletten stated that he was struggling with this issue as well. When they are working with a particular developer and have height and setback restrictions to the extent that the applicant requests additional density, he thought there might be good reason to allow a height increase. Commissioner Sletten thought this comes into play when they try to forego another Treasure Hill experience, where an approval for 400,000 square feet of volume turns into a million square foot application. He believed the answer was a combination of all those things, because if they over restrict these projects, they cannot be successful. A building needs to have common areas, access and other necessities. Commissioner Sletten anticipated a complex set of discussions in order to wrap their heads around how to allow for all those things and still have a project that is manageable.

Director Erickson clarified that the Staff was not restricting the ability inside an MPD to request additional height at this point. In the case of the base of PCMR or Deer Valley Resort, the height is approved by the Planning Commission given good site design and all other aspects of the MPD process. Director Erickson stated that the issue is trying to define what the UE is and how to grow it, especially in the General Commercial Zone. He noted that arts and culture live in the General Commercial Zone, and there is no way to figure out how unit equivalents are allowed for an MPD in that zone. Director Erickson stated that all the open space behind PC Market came in under an MPD that allowed the grocery store to be built. He thought Planner Ward had done a nice job in managing IHC Hospital because they had a unit equivalent calculation that was manageable. Director Erickson emphasized that they were not taking away the ability to have additional height.

Commissioner Kenworthy asked about process. Planner Ward stated that Amendments 4 and 5 will require several work sessions to make sure all the issues are addressed. If the Planning Commission is comfortable with moving Amendments 1-3 forward, the Staff would bring back the redlines for their consideration. Commissioner Kenworthy understood that if an application comes in before the City Council adopts the new amendments, that application would be subject to the existing Code. Planner Ward replied that he was correct.

Chair Phillips asked about public outreach on Amendments 4 and 5. Planner Ward replied that they had already begun the public outreach and would continue to do so.

Planner Ward stated that Amendment 5 were the unit equivalents exemptions. The purpose of the unit equivalents allows a lot of flexibility and mixed uses in site specific designs within the MPDs. In the Code, there is a section that exempts certain uses from unit equivalents. Planner Ward noted that when there were MPDs in the 1980s and 1990s, the LMC had caps on these exemptions. For example, support commercial facilities were capped to a total of 10% of the total gross square area of a project. Each individual facility was capped at 2,000 square feet. There were restrictions on signage. It could only be viewed on site. It could not be viewed on public rights-of way. The commercial facilities could not be oriented to adjacent public streets or off-site areas. Planner Ward remarked that the support commercial exemption from UEs started out with some fairly defined boundaries.

Planner Ward reported that the LMC was substantially rewritten in the 2000s and some of the caps and boundaries on the exemptions from UEs were removed. The 10% cap on support commercial was removed. The 2,000 square foot cap for facilities was removed. There was also an addition of residential accessories and resort accessories that were exempt.

Planner Ward commented on the challenges with some of these exemptions. Some of the uses that are originally designated for onsite patrons, over time might be open to the public. There are a few instances where that has been proposed or has already occurred; and because it was originally exempt from UEs, no parking was provided to support opening the use to the public. It might also impact open space or other conditions of approval.

Planner Ward stated that the second challenge relates to MPD density, where the Code allows the Planning Commission to grant a 10% increase if the applicant meets certain criteria. Planner Ward stated that when UEs are exempt, it might create density or building volume that exceeds that increase. She noted that certain exempted unit

equivalents do not trigger affordable housing obligations, which are based on residential unit equivalents for residential developments.

Planner Ward stated that the third challenge is that the goal of the MPD is to strengthen the resort character and to encourage opportunities for economic diversification and development; and also to protect residential uses in neighborhoods from the impacts of MPDs. There needs to be a positive contribution to the community and the goals need to be balanced.

Planner Ward stated that the Staff sees the proposed amendments as being forward looking for approvals for new Master Planned Developments. They could potentially remove or cap some of these exemptions or reinstate some of the original limits that were in the Code in the 1980s and 1980s. In terms of backward looking, for existing MPDs and amended MPDs they want to make sure they clearly define what is exempt from these unit equivalents.

Planner Ward clarified some provisions in the Code. For example, the MPD Code addresses support commercial within residential MPDs and places a 5% cap on total square area for these types of support commercial. However, in the definition of Support Commercial Use, the cap can apply to the entire development. She stated that because the 10% is being removed, the Staff would like to look into some type of boundary for that support commercial use.

Planner Ward noted that the MPD Code does not explicitly state that resort support commercial is exempt from unit equivalents. However, in the definition section, resort support commercial has been treated as support commercial and has been exempt from unit equivalents. Planner Ward stated that support commercial use is limited to onsite patrons of the development. The resort support commercial opens that up to include visitors.

Director Erickson clarified that many of the definitions live inside the Development Agreements and not inside the Code, and each resort has slightly different definitions for these uses. He stated that not only is the Code the controlling document, but the Development Agreement is the agreement between the City and the Resort. Director Erickson remarked that clauses inside of the Development Agreements require things to be brought up to Code, and clauses that ignore what is being exempted. Director Erickson used Treasure Hill as an example of a project that was using the 5% resort support, as well as an additional 5% for the conference center space, and that contributed to the million square feet.

Commissioner Kenworthy asked Planner Ward where she was referencing the 10% for the support use. Planner Ward replied that it was in the 1980/1990 Code. It is no longer in the Code. Chair Phillips understood that it was the same time the original Treasure Development Agreement was written. Director Erickson replied that it was generally within that time frame. It was also the same time they went through the 5th and 6th Agreement on Park City Mountain Resort. The PCMR Development Agreement is dated 1997.

Planner Ward commented on residential accessories that are exempt. She stated that this could result in density beyond the base zoning density, without contribution of open space or affordable housing units. It can also go beyond a 10% increase in density. If that is the desired outcome, they need to make sure it is reflected in the Code. Planner Ward noted that the residential accessory uses are listed in the Code to include things that support a hotel or a nightly rental condominium.

Planner Ward stated that resort accessories uses may not be problematic. They include information booths, lost and found, ticket sales, circulation and hallways for public locker and restroom, and employee facilities.

Planner Ward remarked that as they look forward to support commercial and potential amendments, the Staff would like feedback on whether there should be a cap for support commercial, similar to what was in the 1980s and 1990s Code, and whether they should go back in and specify some of the restrictions that were originally placed on support commercial. They would also need to clarify some of the definitions of these support commercial uses that are exempt.

Chair Phillips assumed that the contradictions between the Development Agreement and the Code were a result of the LMC changing over time. He asked if they go back to the earlier Codes and determine an amount to cap the support commercial based on the gross floor area, whether they would have the discretion to allow something different than the Code in a specific development agreement or MPD. He wanted to know if the cap would be the absolute maximum because it is in the Code.

Director Erickson replied that the Development Agreement controls. For example, if they were working in the Historic District, the Historic District Guidelines would be a guide on what to do, but it would not supersede the underlying zoning. Director Erickson stated that the MPD process is designed to be negotiated and allows varying from the underlying zones in order to accommodate some other action. The Development Agreement becomes a contract between the City and the Developer. Director Erickson pointed out that in an MPD they move density and address traffic, transit, parking reductions, height, and setbacks. Those issues are not controllable

within the zone. They are only controllable inside the MPD. That is the reason why the Development Agreement controls.

Director Erickson stated that support commercial activities is not the problem as much as the fact that they change to public uses in the future, which creates parking and sign issues, and no affordable housing.

City Attorney Harrington clarified that it was still a case by case determination because different agreements have different provisions. Some clearly include future Code changes and specific references. Mr. Harrington did not want to completely preclude the Planning Commission's opportunity to look at different options as they may reflect existing development agreement language because some of the changes may be able to be incorporated into certain provisions. In addition, there are standards that may trigger a backward-looking affirmative change. Mr. Harrington stated that some of those agreements also have what is called a "Reservation of Legislative Authority Provision" in them. There are instances where they reserve judgement on a particular issue with regard to a particular development agreement at hand.

Commissioner Thimm commented on the unit equivalents and the notion of looking back at what was once in place in the 1980s in terms of the 10% and making support commercial more inwardly focused. He assumed that was put in place because of the intensity of use. For example, if 100 people are in a building using the facilities that are dedicated to only them, the use would be less intense than having those 100 people and an additional 50 people coming to use the facilities. Commissioner Thimm stated that if that was the original intent, it was a good intent. He was not opposed to returning to those restrictions, but whether or not 10% is the correct number is debatable. He could support at least 10%. He thought the 2,000 square foot per UE made sense in terms of size, use, and whether or not they can draw from off-site.

Commissioner Thimm thought the list of residential accessory uses had a lot to do with the efficiency of design. He stated that normally when working with these types of projects, they look for efficiency of approximately 80% in terms of usable space versus hallways, back areas, corridors, etc. Commissioner Thimm suggested allowing something in the range of 25% for residential accessory uses.

Commissioner Thimm thought there was some redundancy in looking at residential accessory versus resort accessory. Circulation to hallways was mentioned in both, and he thought it only needed to be mentioned in one or the other. Commissioner Thimm thought they should try to eliminate some of the redundancy. Commissioner Thimm thought the service accessory made sense. Once again, it allows for the residents or patrons to use the facilities onsite. Regarding any additions of square footage or uses

that support the residential, Commissioner Thimm suggested that if there is additional intensity in terms of staffing or employees that come to the site as a result of the square footage exemptions, both should be taken into account in terms of the intensity and the impacts it causes to both traffic and parking.

Commissioner Kenworthy referred to page 76 of the Staff report and noted that line 682, off-street parking, was crossed out. He asked how if they were completely deleting all of those guidelines. Planner Ward explained that Off-Street Parking in 15-6-7 is under the Master Planned Affordable Housing Development section, and in that section the Code states that all other MPD sections apply. The off-street parking was removed because all the parking requirements would apply to the affordable housing development. The exact language is given in 15-6-5(e), which is line 400 of the proposed Code. Planner Ward emphasized that there was no change to the parking, but it would only be shown in the Code once instead of being duplicated.

Director Erickson summarized that the definitions need to be cleaned up on some of the items shown on the slides this evening, and that will help the City negotiate with the resorts. They also need to make sure they are in compliance with the development agreements. Director Erickson stated that one of the things being considered is if a use shifts from an accessory use to being open to the public, at a minimum, it would trigger an affordable housing requirement, even if there were no unit equivalents available to make that transition. He noted that there may not be unit equivalents that transition to a public use, but it would trigger some type of action for employee housing.

Director Erickson noted that the Planning Department has a proposal from one project that is trying to use resort support commercial to develop a restaurant. The restaurant will be open to the public without the use of unit equivalents, which does not trigger any of the affordable housing requirements. Parking can be multiple use. If the restaurant is busy during the day, parking might be an issue. If the restaurant is open at night and someone else uses the parking during the day, that would not be an issue. Director Erickson stated that as they move through the amendments, the intent is to do a bottom up approach starting from saying no to what they can say yes to.

Commissioner Thimm clarified that the point he was making in his earlier comment was if the City has a parking requirement for patrons, but additional parking is needed for employees and staff, or if there is additional traffic and trip generation resulting from the staffing, that should be taken into account. Director Erickson agreed.

Commissioner Kenworthy was having a difficult time understanding how they can balance all the proposed changes. Director Erickson pointed out that this was only a work session. He anticipated three months of work before they come back to the

Planning Commission. Planner Ward stated that the plan is to come back on July 22nd and several times after that. This would be an ongoing discussion. Commissioner Kenworthy appreciated the workload and the work the Staff has done.

In looking at the redlines, Commissioner Kenworthy noted that support commercial and residential accessory uses were blocked out. Planner Ward replied that for the initial MPD amendments it would remain in the Code. She plans on discussing those further at the July work session. Commissioner Kenworthy stated that he was looking at line 772 through 776 and it was all blocked out. Planner Ward stated that those changes and any amendments to Section 15-6-8 of the Code will be determined at a later date. The Staff was not proposing any changes or redlines this evening. Commissioner Kenworthy clarified that no one was proposing to eliminate or make changes within f, g, or c at this time. Planner Ward replied that he was correct.

Commissioner Sletten thought they needed to look further at capping on a per use basis. He stated that things are changing a lot right now and ski areas such as a ski locker area for a hotel might require more square footage because of the social distancing requirements that will be part of life for a very long time. At the same time, the fitness facilities might diminish in size and exercise equipment distributed elsewhere. Commissioner Sletten wanted to make sure they were not getting too restricted. He suggested looking at the overall percentage, but at the same time be careful about restricting a square footage cap on any particular use. Director Erickson thought Commissioner Sletten made a good point. He noted that the Staff was trying not to make changes inside existing structures. If someone wants to remodel and the uses do not change, that would not be a concern.

Commissioner Kenworthy agreed with Commissioner Sletten. Hard caps are difficult and it would be better if they could find a way to balance it without a hard cap.

Commissioner Thimm thought it should remain enforceable. Recalling many late night discussions during Treasure Hill, he emphasized the importance of having a proper definition that is enforceable. Chair Phillips concurred.

Commissioner Kenworthy agreed with being enforceable. He referred to nightly rental and believed the Planning Commission did a fabulous job by doing territories instead of caps. The result was a 46.4 balance number on nightly rentals throughout town. He suggested that doing that type of approach keeps the project balanced as opposed to a set cap.

Planner Ward presented her last slide. She stated that when MPDs were first placed in the Code in the 1980s they were processed as a conditional use permit. Currently,

there is a section in the MPD Code that outlines the zoning districts where MPDs are allowed, where they are required, and where they are optional. As the LMC was amended, the use tables were not updated with the zoning outlined in the MPD Code. Therefore, in some zone an MPD is a conditional use, and due to changes in State law on the way conditional use permits are approved, it may be time to separate the MPD approval process from the conditional use permit process. It would give the Planning Commission the flexibility and the discretion through the MPD Code on these projects. Planner Ward stated that if they were to separate the MPD process from the CUP process, they would go through the CUP Code and look at the criteria that is not currently considered in the MPD Code, to make sure those criteria are still addressed in the MPD approval.

Planner Ward requested initial approval on whether all MPDs should be processed as a conditional use permit, or whether there was support to begin looking at potentially separating the two review processes.

Commissioner Thimm asked what it would be if it was not a CUP. Planner Ward replied that it would be an approval process for the underlying allowed uses. Commissioner Thimm asked if it would still be an action by the Planning Commission. Planner Ward answered yes.

Director Erickson stated that nothing would change in a global sense, but the MPD would become a process unto itself. They would not see the duplicative review process between the MPD criteria and the CUP criteria. Director Erickson noted that the MPD is not in the State Land Use Law. Park City invented the MPD inside its Code. The CUP is in State Land Use Law. Tiering the MPD to a conditional use allows the City to be better aligned with State Law; however, if the State Legislature takes away conditional use permits and makes it an allowed use, they need to be prepared to put the MPD somewhere else in the zone.

City Attorney Harrington believed that originally the City Council and Planning Commission used special exception permits and variations of what are now called Master Planned Development approvals. Those had phases, and subsequent phases came through in a process defined by the Code as small-scale master planned developments. At some point the City decided to do away with the small scale MPD section, and when that was done, they substituted conditional use permit criteria for the small-scale subsequent phase review. Mr. Harrington did not believe there was any desire to make Master Planned Development, which by definition, had criteria that was more legislative because they also created a legislative overlay zone for MPDs, to duplicate that with lesser conditional use criteria. Mr. Harrington stated that it became a stop gap substitution when CUPs were still fairly discretionary. He thought Planner

Ward was correct in recommending this change. Now that the law regarding conditional use permits is really to codify stronger and stronger towards administrative non-discretionary decisions, it does not make sense to use it as a vehicle where there is some overlap lingering in the Code, nor where there are phased approvals. Mr. Harrington remarked that the Planning Commission needs to address what level of review they want for those subsequent phased reviews where they approved a broad Master Planned Development, such as in an annexation. They want it to come back to the Planning Commission and not be purely administrative, but they also do not want it to go through a complete MPD redo. He thought Planner Ward was right in taking the first step to eliminate the overlaps that currently exist, because there is no reason for Master Planned Developments to be listed as a conditional use in the Code.

Commissioners Thimm, Phillips, Sletten and Kenworthy supported the change. Director Erickson stated that he, Mr. Harrington, and Planner Ward would have a hard conversation about how the MPD lives in the zone. The MPD section states that MPDs are required in certain zones and they may be required in other zones. They will need to work through it a little before coming back to the Planning Commission.

City Attorney Harrington stated that Master Planned Developments are an approval process or a performance zoning approval in and of themselves. They are not a use. Master Planned Developments do not belong in a use table.

Chair Phillips understood there would be ongoing discussions, but he liked the direction this was going and how the Staff was approaching it by first defining and then determining how to control it. He looked forward to future discussions.

Commissioner Kenworthy asked if Planner Ward could show through different colors which redlined items were being removed because of duplication. Planner Ward liked that idea.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

7.A. Land Management Code Amendment – Amending LMC Section 15-10-5 to Allow the Board of Adjustment Alternate to Count Towards Establishing a Quorum. (Application PL-20-04459)

Planner Ward stated that the proposed amendment to the Land Management Code would allow the Alternate Board of Adjustment member to count towards a quorum. She explained that because the Board of Adjustment does not have regularly

scheduled meetings, it can be difficult to find enough members available to form a quorum to consider land use appeals and variances.

Planner Ward stated that the LMC requires at least three Board of Adjustment members to form a quorum; however, the Code exempts the non-voting alternate from counting towards the quorum. She had reached out to the Board of Adjustment regarding this amendment. Allowing the alternate to count towards a quorum will help the Board of Adjustment as they schedule these appeals and variances moving forward.

The Staff recommended that the Planning Commission open the public hearing and consider forwarding a positive recommendation to the City Council for consideration on June 25, 2020.

Chair Phillips asked if there were currently five members on the Board of Adjustment. Planner Ward replied that the Mayor appoints five members to the Board and there is one non-voting alternate. Chair Phillips wanted to know how the non-voting alternate functions. Planner Ward explained that the non-voting alternate can attend the meeting, and if there is a quorum of voting members, the non-voting alternate can vote. However, if there is not a quorum of three voting Board members, the non-voting alternate member cannot vote because they do not count towards the quorum.

Chair Phillips understood that the proposed amendment would allow the alternate to be the third person to make a quorum. Planner Ward replied that he was correct. Chair Phillips asked if the alternate member regularly attends the meetings. Planner Ward answered yes.

Commissioner Sletten stated that he served on the Board of Adjustment in the past. He strongly favored this amendment based on his own experience on the Board. He thought it was a great change. Commissioners Kenworthy and Hall agreed.

Chair Phillips opened the public hearing.

No comments were submitted.

Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to forward a positive recommendation to the City Council for the proposed amendment to allow the Board of Adjustment Alternate to Count Towards a Quorum for their consideration on June 25, 2020. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

7.B. 1121 Norfolk Avenue – Plat Amendment – The 1121 Norfolk Avenue Plat Amendment Proposes to Combine Lot6 and Lot 7 of Block 17 of Snyder's Addition into one Lot of Record.

Planner Laura Kuhrmeyer reviewed the application for a plat amendment for 1121 Norfolk Avenue. Currently, there is a single-family dwelling straddling the property line between the two historic 25' x 75' lots. The applicant was proposing to remove the interior property line to combine the two lots into one.

The Staff recommended that the Planning Commission conduct a public hearing and forward a positive recommendation to the City Council for the requested plat amendment.

Chair Phillips opened the public hearing.

No comments were submitted.

Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the City Council for the 1121 Norfolk Avenue Plat Amendment based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the draft ordinance. Commissioner Sletten seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 1121 Norfolk Avenue

1. The subject property is located at 1121 Norfolk Avenue.
2. The Site is within the Historic Residential (HR-1) District.
3. The Site is currently improved with a Single Family Dwelling.
4. The Plat Amendment application is a request to combine Lot 6 and Lot 7 of Block 18' of Snyder's Addition into one (1) Lot of Record.
5. The proposed Lot consists of 3,750 square feet and meets the minimum Lot Size for a Single Family Dwelling (1,875 square feet) and for a Duplex (3,750 square feet) which requires a Conditional Use permit.
6. The proposed Lot size is consistent with neighboring properties, as a number of Lots along Norfolk have already been combined into double-wide Lots of 3,750

square feet.

7. The proposed Lot measures fifty feet (50') wide and seventy-five feet (75') deep and meets the minimum Lot Width of twenty-five feet (25').

8. The minimum required Front and Rear Setbacks for the proposed Lot would be 10 feet.

9. The minimum required Side Setback for the proposed Lot would be five feet (5').

10. There are existing retaining walls that encroach across property lines on the north, south and west sides of the Site. These shall be removed or an Encroachment Agreement recorded prior to the recordation of the Plat.

11. The proposed Lot Size is compatible with existing lots in the neighborhood and in the overall Historic District.

12. The maximum building footprint for a Lot this size is 1,519 square feet.

13. The maximum Building Height for this zone is twenty seven feet (27') from Existing Grade. The survey submitted shows the existing Structure at 28.68 feet from Existing Grade.

14. There are existing encroachments on Site that may require an Encroachment Agreement or removal.

15. Staff finds Good Cause for this Plat Amendment as it will combine two smaller lots into one larger lot potentially allowing for a Single-Family Dwelling (or Duplex with a Conditional Use permit) that does not straddle (is not built across) lot lines. The proposed new lot is consistent with the surrounding HR-1 neighborhood and meets the Lot and Site requirements for the zone. Furthermore, encroachment agreements or the removal of encroachments will resolve existing nonconformities. Finally, it is a Condition of Approval that a Public Snow Storage Easement will be recorded with the Plat.

16. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law – 1121 Norfolk Avenue

1. There is good cause for this Plat Amendment.

2. The Plat Amendment is consistent with the Park City Land Management Code and applicable State law regarding Plat Amendments.

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 stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – 1121 Norfolk Avenue

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 (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.

4. A ten foot (10') public snow storage easement along Norfolk Avenue shall be noted on the Plat.

5. The property is not located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore it is not regulated by the City for mine related impacts. However, if the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.

6. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

7.C. 802 Empire Avenue – Subdivision – The Applicant is Requesting to Combine Multiple Parcels into a New Two (2) Lot Subdivision.
(Application PL-18-03949)

7.D. 802 Empire Avenue – Conditional Use Permit – The Applicant is Requesting to Construct a Shared Driveway Over the Platted Unbuilt City Right-of-Way.
(Application PL-19-04113)

These items were discussed simultaneously. Each item had its own public hearing and action.

Planner Alexandra Ananth noted that the applicant, Tom Peek, with Old Town Lands LLC, the project architect, John DeGray, and Martina Nelson from Park City Surveying, were also participating online. Corey Legge, the Public Improvements Engineer, was also online to answer questions.

Planner Ananth reported that this item came before the Planning Commission on February 12th. The applicant was requesting to combine 7 small vacant parcels into a new two-lot subdivision. The applicant was simultaneously seeking a conditional use permit to locate a shared driveway over the platted unbuilt Empire Avenue right-of-way. Planner Ananth stated that these seven parcels steeply slope down from Empire Avenue to Crescent Tram. The lots have frontage on both streets.

Planner Ananth presented a slide showing the seven existing parcels and noted that none of the parcels are large enough to be built on individually. None of the parcels meet the Old Town minimum lot size requirement of 1,875 square feet.

Planner Ananth reported that during the Planning Commission meeting in February, the Commissioners asked the Staff to provide better visuals showing where this site sits in Old Town. Based on that request, The Staff provided a zoomed out aerial view with 802 Empire in the middle at the bend between Crescent Tram to the right and Empire Avenue just to the left. The Old Town lift goes over the Treasure Hill parcel just south of the property. Planner Ananth presented a slide with a zoomed in view with the combined 802 parcels outlined in green. The Treasure property immediately south of the subject property was outlined in blue. To the right of that were four parcels outlined in purple that are also owned by Old Town Lands off Crescent Road and bisected by a City easement for the Crescent Tram path. Planner Ananth stated that the easement separates Old Town Land's two projects and it crosses over on the 732 parcels, as well as crossing over the Treasure parcel. However, it does not intersect the 802 Empire property.

Planner Ananth stated that another question raised at the last Planning Commission meeting was clarification on how the frontage is being measured. She explained that because these lots have frontage on both streets, the frontage was being measured off of Crescent Tram, even though the City was recommending that vehicular access come from Empire Avenue due to Crescent Tram being narrow and steep.

Planner Ananth stated that a question was raised at the last meeting regarding vegetation on the site. She presented a photo showing the existing vegetation. She indicated a significant spruce tree on the lot line, as well as other trees on the site. Planner Ananth noted that these lots are in the Historic District and would require an HDDR application. If existing vegetation is proposed to be removed, a landscape plan and a tree replacement plan will be reviewed through the HDDR process.

Planner Ananth commented on the questions regarding the steepness of the driveways and whether these lots conform to City standards of 15-3-3. She noted that the applicant had revised the driveway slopes very slightly. The Engineering Department had re-reviewed the revised plan; and based on the difficulties of access of Crescent, the Engineering Department was approving a slope greater than 2% within the transition area. Planner Ananth remarked that the findings of fact and conditions of approval attached to the Staff report cite recommended findings and conditions from the Engineering Department for this project.

Planner Ananth stated that the two lots the applicant was proposing met all lot and site requirements of the LMC. Any buildings developed on those lots will need to comply with setbacks, building height, and allowable footprint.

Planner Ananth reported that a neighborhood was done as discussed in February, and the lots are fairly consistent with other lots developed in the area. If the lot were to remain a single lot, it could support a single-family dwelling or a duplex, and would be one of the larger lots in the neighborhood. As proposed, Lot 1 and Lot 2 are consistent with the neighborhood median lot size.

Planner Ananth stated that a number of questions were raised about a potential staircase in the neighborhood. She had spoken with the Trails and Open Space Coordinator regarding this project and found that the City has prioritized a future 6th Street Stairs as the number one priority. These staircases are expensive to build and cost approximately \$200,000 for each lot. Planner Ananth reported that after the 6th Street staircase, another staircase is identified on 9th Street. There are no current plans to build the 9th street stairs, but it would most likely be the next priority. Planner Ananth remarked that an 8th Street staircase, which would be the closest to this property, would be third in line. Planner Ananth stated that even though the future 6th Street stairs were prioritized and money was going to be allocated in next years budget, due to changes in the economy, that allocation has been pulled out and the City is not moving forward with the 6th Street stairs. Therefore, the potential 8th Street staircase is pushed further into the future.

Planner Ananth presented a slide showing that there could be a staircase that links from the pedestrian path of Crescent Tram on City-owned Treasure property, up through and probably cross the driveway that an abutter already has an easement for on to the property, through to Empire Avenue or a trail that exists on Treasure. She emphasized that there is plenty of room on this parcel for a staircase on City property without any need to encroach on the applicant's property at 802 Empire.

Chair Phillips had visited the site and he appreciated that the applicant had staked out the site. He understood the reason for combining the seven parcels and he thought the analysis this evening was helpful in showing that without the subdivision the one lot would be oversized.

Chair Phillips stated that during his site visit, he noticed that the unique shape of the property. He thought the property line placement between the two lots was as good as they could do because of the shape. Chair Phillips was concerned how putting the driveway at the top and that being the front of the houses would impact the streetscape of Crescent, having that be the back of the houses. Chair Phillips believed the houses

would be most visible from Crescent. He assumed the streetscape on the Crescent side would be addressed in the HDDR process.

Chair Phillips understood the Engineering Department's reasoning for wanting the access to come from above because it is not ideal to come up Crescent. However, this is Old Town and there are many unique roads and accesses. Chair Phillips stated that in his opinion, the northerly lot is much wider and the house above it has their driveway going into the garages. It felt to him like that should be the front of the house. He suggested having the access to one house off the flatter portion of Crescent where the road is straight. The other lot could be accessed from the top, which would eliminate the shared driveway. Chair Phillips reiterated that his biggest concern was impacting the streetscape on Crescent.

Tom Peek, the applicant, pointed out that access from the top was not their idea. He noted that former City Engineer, Matt Cassel, made that suggestion and thought it could be done fairly easy. They finally warmed up to the idea because they saw the downhill side as an exciting opportunity to have a building that instead of looking like the back of a home it looks like the front of a home with no garage.

Jonathan DeGray, the project architect, agreed with Chair Phillips that his concerns about the streetscape would be addressed in the HDDR process. Mr. DeGray thought it was likely that they would end up with a main entrance to the home off of Crescent because that is how the Staff will want to see the streetscape developed to maintain the character of Crescent. Mr. DeGray anticipated a more pedestrian oriented entrance to the homes with the garage entrance relegated to the rear.

Chair Phillips understood that the Engineering Department made this recommendation and he trusted the applicant and Mr. DeGray because they know this property. However, he felt that because the former City Engineer made that decision, they continued down that path, which is why the applicant was trying to come in from above. Chair Phillips asked if the applicant had any interest in doing one driveway from below and one from above, or whether they were too far into the design process. Chair Phillips pointed out that there are many aspects and Engineering only looks at one portion. He asked Mr. Peek if the proposed plan was their preference.

Mr. Peek felt that they did get funneled into it because the original idea was to come from below. He noted that the two homes to the north all have driveways that are set back reasonably from Crescent Tramway. However, in most cases people have said they have trouble walking on the road because it is slippery and the snowbanks build up. There have been discussions about putting a sidewalk on the uphill side of the

street or other measures. Mr. Peek deferred to Jonathan DeGray as to whether the option suggested by Chair Phillips was possible.

Mr. DeGray thought it would be possible to put the north driveway off Crescent and the south driveway up above. He stated that they followed the recommendation of the Engineering Department with support from the Planning Staff on where to place the driveways, but he felt certain he could make the other option work as well. Mr. DeGray thought it was doable and the projects would be successful. He also thought the issue of having the main entrance on Crescent was important to both of the homes. Mr. DeGray did not believe having a garage off Crescent was a deal breaker either way. He thought having a garage off the back would make these homes special and the access would be easier. The street presence on Crescent would be in context with the other homes. Mr. DeGray thought this was a more desirable option. Having the garage in the back has more pros.

Commissioner Sletten stated that he had visited the site and walked around the property with Tom Peek. In looking at the surrounding properties, he personally thought that having a pedestrian access from Crescent Tram and the vehicular access up above, he thought the new option would make the building look more compatible with the Old Town character.

Commissioner Kenworthy stated that he also visited the site and met with Tom Peek. Commissioner Kenworthy asked for the elevation difference from the existing pads on Crescent to the driveway on Empire. Martina Nelson offered to look for the numbers. Commissioner Kenworthy clarified that he was looking for the distance from the top of the roof to the pad.

Mr. DeGray clarified that there are exemptions in the Code for single car garages and entries on downhill lots that allow exceeding the 27' height limit. He was unsure whether that was the case in this situation.

Commissioner Kenworthy understood that Crescent has its issue. It is narrow and people back out across the street because they do not have garages. It is a very difficult situation. Commissioner Kenworthy stated that Chair Phillips had mentioned all the things he was thinking about in his conversation with Tom Peek. Commissioner Kenworthy thought one of the homes should come from Crescent. He liked the idea of the pedestrian entrance below. He personally would like to have a master bedroom on top with a great view instead of having a garage at the top floor.

Chair Phillips stated that one of his questions was whether this would then lead to the exception for the height requirement for garages. It was an issue that needed to be considered.

Mr. DeGray stated that the driveway exhibit shows that the adjacent grade to the end of the driveways is basically Elevation 70. They were saying the driveway elevation is 8. It is a 27' height limit and at least the westerly edge of the garage would be in compliance with the height.

City Attorney Harrington understood from their comments that some of the Commissioners had site visits and contact outside of this public meeting. Anyone who had a discussion with Tom Peek onsite needs to disclose it on the record and include the substance of the conversation at the site visit. Mr. Harrington stated that typically the Staff tries to organize site visits.

Commissioner Kenworthy stated that he received an email that he thought was sent to all the Commissioners. From reading the email he thought it was appropriate to visit the site. Commissioner Kenworthy disclosed that he met with Tom Peek and Commissioner Sletten was also there when he arrived. Mr. Peek had staked the property and the conversation was very general. Mr. Kenworthy clarified that he never mentioned anything he was talking about this evening because he did not believe it was appropriate. This was the first time Mr. Peek was hearing his questions.

Commissioner Sletten echoed Commissioner Kenworthy. He disclosed that the only pertinent discussion he had with Mr. Peek was being down on Crescent Tram looking up and wondering what the impact would be in terms of the entryway. Commissioner Sletten thought all the Commissioners were invited to visit the site and he assumed it was acceptable. Commissioner Sletten clarified that he was there a short time before John Kenworthy arrived. Nothing substantive was discussed.

Martina Nelson, the Surveyor, stated that she received an email from the Planning Staff asking if she could stake the lot boundaries to make it easier to visualize on the ground. She did stake the property and hoped it was easy for everyone to visualize the overall boundary and the slice where they propose to subdivide the lots.

Mr. Peek stated that he had sent out the invitation a couple weeks ago, and Planner Ananth suggested that he remind everyone on Friday once they received the packet. Mr. Peek stated that it was so well staked that he thought it would be helpful if the Commissioners could stop by to see it. He was there just in case someone wanted him to walk them around the property.

Chair Phillips stated that he visited the site late at night and no one else was there.

Commissioner Thimm noted that this was the third meeting on this application and the Planning Commission has had considerable discussion on the project. He had questions relative to the driveway, but his questions were answered by reading the letter from the City Engineer. Commissioner Thimm did not have a strong opinion as to whether the driveway comes in from Crescent or Empire. However, he thinks the houses will need to be four-sided houses, and the architecture will need to address frontage. Commissioner Thimm thought that would be heavily addressed through the HDDR process.

Commissioner Sletten referred to a comment that came in as public comment from the attorney representing a resident. With respect to the landing of the potential future staircase, the attorney included a copy of the easements and the court order. Throughout the letter the term that struck him was non-exclusive easement. Commissioner Sletten understood that the easement is over City-owned property through the open space. He asked Mr. Harrington to explain how that works and who has the right to use.

City Attorney Harrington stated that he did not have a concrete proposal to evaluate, and the analysis and recommendation came from the City Engineer on something that has not been fully proposed at this time. In terms of the stairway, Mr. Harrington advised the Planning Commission to exercise caution. He suggested that they soften condition of approval #7 by adding "if necessary". He thought the condition as written reads as though it was pre-approved by the Planning Commission and mandated. Mr. Harrington believed the language was strong in the sense of requiring the use of that property, since that encroachment will likely require further action by the City Council and in conjunction with a specific approval of a proposal. Mr. Harrington remarked that the Engineering Department provided a recommendation for that turning radius; however, he anticipated further analysis on that to determine whether there is a different solution. He did not want to preclude a different solution if something else comes forward. Mr. Harrington stated that a partial driveway encroachment easement going over an existing driveway easement did not cause him much concern. However, he would modify the condition #7 as he previously suggested. The Commissioners agreed to make the adjustment to the conditions of approval as suggested.

Chair Phillips asked if these buildings would need to come in for a Steep Slope CUP. Planner Ananth replied that the analysis had not yet been done because the house is not designed, and she did not know exactly where it would sit on the lot. However, from looking at the lot, she was fairly certain that it would require Steep Slope CUPs. It

would at least be Administrative, and she was unsure whether it would come to the Planning Commission.

Martina Nelson responded to Commissioner Kenworthy's earlier request. She had done a very rough calculation looking at the contour map, and from the center of the graveled parking area at the top of Empire down to a contour as the crow flies on Crescent, she estimated a 22 to 24 feet difference in elevation.

Commissioner Kenworthy was concerned about making that footage work with a garage with a roof. Mr. DeGray thought it appeared to work. In looking at the elevation and the contour at the end of the driveways, it is 17' feet above the driveway. The grade does not fall away that fast and from what he could see, there is ample room to have a single car garage structure given the height restriction of 27'.

Commissioner Thimm stated that based on that explanation, he asked if the applicant would be open to a condition that would eliminate the use of the exception in the building height.

Chair Phillips stated that his biggest concern at this point was anticipating the need for an exception to the building height with it being a garage. He was not in favor of forcing this application into the exception allowed by Code when there was another option.

Commissioner Thimm understood from Mr. DeGray's comments that he could make it work without the exception. Mr. DeGray replied that just looking at it quickly, he thought it could be done; however, he was not willing to commit to that without actually coming up with a design that was reviewed in a design review team meeting. Mr. DeGray did not think they should eliminate the exception option this early in the process.

Mr. Peek noted that they had not begun working on the design because Mr. DeGray suggested that they wait to get the initial approval. They have talked about the driveway and elevations of the driveway and where there could be some modifications.

Mr. Peek remarked that the intention is not to push for taller buildings. They were dealing with access and the driveways at the top because they were funneled into that approach by the City Engineer. Mr. Peek pointed out that they have done 17 projects in Old Town and all have stayed within the limits.

Chair Phillips thought the unique shape of the lot could possibly push this into a height exception. If that is the case, it was important to have this discussion ahead of time. He preferred to wait until they have a design to know whether or not it is necessary.

Planner Ananth did not believe the HDDR process would look favorably on a height exception and would encourage alternative analysis before considering the exception.

Chair Phillips clarified that nothing was forcing the applicant to come from above, but it was still an option if through the design process they conclude that it is still the better solution. Mr. Peek stated that Matt Cassel made it clear in his initial discussions and recommendation that he would strongly resist accessing off of Crescent Tram. At that time, they did not think they had a choice.

Corey Legge, Public Improvements Engineer, stated that before Matt Cassel left the City, they walked the site together and Mr. Cassel outlined his concerns with access from Crescent Tram. Mr. Legge noted that since then he has reported that prior comments were provided to the applicant to encourage access to come off of the unplatted driveway located above on Empire Avenue. Mr. Legge stated that once the new City Engineer, John Robertson, was hired, he walked the project with Mr. Robertson before this Planning Commission meeting to get his thoughts and understanding of the site. Mr. Robertson supported the idea of the driveway coming from above for the same reasons Mr. Legge had outlined in his engineering memo. He remarked that looking at the site, it is difficult for motorists to maneuver along Crescent Tram given the existing structures that abut right onto the roadway. That worsens during the winter period as snow storage further encroaches into the travel lanes and Crescent Tram becomes a slippery slope. Mr. Legge stated that Engineering looks at the site holistically and from a public safety standpoint. They focused on the general public navigation of that corridor, which is why they made the recommendation to access from above as a shared driveway on Empire. Mr. Legge clarified that the access off Empire Avenue is only supported on a condition that vehicles are able to pull out of Empire Avenue and not back out of the existing lots. In looking at Lot 1 versus Lot 2 and which lot could face off Crescent Tram, he recommended that if it is Lot 2 and the access would still come off Empire, that the driveway be extended to allow a motorist to pull on to Empire Avenue rather than backing out.

Commissioner Hall asked whether the Staff wanted to address any of the public comments related to community concerns about the access and future staircase. Planner Ananth read through some of the comments that were submitted. She noted that Cheryl Shoshnick was requesting that the Planning Commission ask that the property owner participate financially in the construction of a staircase. Commissioner Hall asked if that has ever been discussed, since the applicant is getting the benefit of using part of City-owned land. Planner Ananth replied that it has been done before so there is a precedent; however, not necessarily in exchange for using City land. She explained that they would need to show a clear and proportionate nexus between a condition that requires a financial contribution to a staircase. Commissioner Hall

understood that in this case they would say that the area traditionally use now will become a be a private driveway which is the exchange for financially contributing to a pathway.

Mr. Peek stated that currently no one uses that access because it does not go to an access point. The driveway goes into the tail of the Treasure project. Above that is where the driveway goes into the adjoining property on Empire. That has been blocked off for so many years that no one uses that area. Mr. Peek had read Ms. Shoshnick's letter. He thought she was most concerned about getting a set of stairs up 9th Street. There was also verbiage about participating in the cost. Mr. Peek was unsure when or if these stairs would ever be built. He is a proponent of stairs and he would like to see them go in. Stairs would be a positive benefit for these properties and other properties in that part of the community. Mr. Peek commented on other ways to get up the hill.

Planner Ananth referred to public comment received from Mary Whiteside who supported the right-of-way for access to these two properties from Empire Avenue.

Director Erickson recommended that the Planning Commission open the public hearing before further discussing public comment.

Chair Phillips opened the public hearing.

Jessica Nelson reported that she received one e-Comment that came in during the meeting from Nick Frost, who was representing Rick Kienzle. Mr. Frost had emailed a comment earlier in the day and he had additional comments to add. Jessica Nelson read Mr. Frost's comments into the record. His email noted that in addition to the proposed driveway encroaching onto the Treasure Hill open space, the proposed encroachment also encroaches onto Mr. Kienzle's Driveway Easement and violates the Court Order governing the Driveway Easement. Secondly, Mr. Kienzle is concerned about the City's proposed location of the public stairs as depicted in the Staff report.

Mr. Frost understood that the Planning Commission was not making a determination on the stairs this evening, however, in his email he pointed out several factors the Commissioner's should be aware of before making a final determination on Mr. Peek's project as it relates to the location of the stairs. Specifically, the current location of the stairs, which terminates onto Mr. Kienzle's driveway is a direct violation of the Court Order and therefore is illegal. He suggested that instead of locating the public stairs onto the Driveway Easement, it was more viable to locate the public stairs to the south of the proposed project with a termination point onto the proposed location of driveway for the proposed projects, as recommended in Corey Legge's memorandum. Mr. Frost urged the Planning Commission to discuss this at a cursory level before any final determination is made on the current proposal. The concern is that approval of the

project may foreclose on the City's ability to utilize Peek's property if that becomes necessary.

Jessica Nelson noted that under the line Position on the eComment, Mr. Frost had put opposed.

This was the only public comment that was received during the meeting. Public comment that came in prior to the Staff report being distributed was included in the Staff report and became part of the record.

Six new public comment emails were received earlier today from Cheryl Shoshnick, Mary Whitesides, Scott Dubois, representing Rick Kienzle, Peg Bodel, Frederique Bouty, and Don Nibouar, and those were forwarded to the Planning Commission. Those emails, as well as the eComment this evening, were also entered into the record.

Chair Phillips closed the public hearing.

Chair Phillips asked Planner Ananth to address the comments from Mr. Frost, and to also pull up the aerial view showing the line where the potential stairs would be located. Planner Ananth thought Mr. Frost was describing his driveway easement and saying that the shared driveway illegally encroaches. Planner Ananth pointed out that through her research she determined that the gravel driveway has been there since the 1950s. It has not been improved and it is often used to help the neighborhood with construction impacts from other projects and parking. She believed this proposal would clean up that use in that it would be a shared driveway, and no parking would be allowed on that platted unbuilt right-of-way.

Commissioner Kenworthy was having a hard time visualizing the garage and how the driveway turns around and comes out of Empire without backing onto the road. He was concerned that extending the driveway easement into the Treasure space would be more problematic.

Planner Ananth pulled up the slide showing the proposed driveway. Planner Ananth stated that currently the plan was not showing any encroachment. It actually states, "the existing gravel parking area to be removed". Planner Ananth remarked that the Engineering Department has suggested that it may be beneficial to continue that existing encroachment. She had not done a turning radius analysis. Chair Phillips stated that under the current proposal the existing gravel will be removed and the plan they were seeing this evening is what would occur. He thought the proposal would actually improve what exists now. Planner Ananth stated that it was her position as well.

Commissioner Kenworthy questioned how the car in Lot 2 faces forward and comes out of Empire. He asked if they would be required to extend what was shown on the map.

Director Erickson referred to the Engineering Report and noted that Mr. Legge was requiring a turning analysis. The purpose of the encroachment onto public lands is to make sure there is no opportunity to back out onto the road. Both cars must have turning radiuses that work.

Commissioner Kenworthy agreed, because that was one of the reasons for taking the access off Crescent. He suggested that if Lot 2 has the ability to front on Crescent, it would potentially take care of that issue.

Director Erickson pointed out that there is no opportunity to have a front facing driveway on the Crescent side. In addition, Crescent is between 6-8 feet narrower than Empire, and Empire was reconstructed with curb and gutter. There are also encroaching garages on the downhill side of Crescent. Director Erickson stated that while this was not the most ideal solution, it was the least damaging way of handling the problem. Planner Ananth believed that backing out of Lot 2 on to Empire was at least as complicated as making a three-point turn to face forward exiting on to Empire.

Mr. Legge stated that given the proposed driveway and the existing berm, as well as the retaining that would need to be installed for the shared driveway, he would not support backing out of Lot 2. A motorist would not be able to see any northbound traffic on Empire as it travels around the horseshoe bend. As stated in the Engineering memo, the Engineering Department supports the shared driveway off of Empire Avenue provided that vehicles are not able to back out, and it is deemed that vehicles must pull out on to Empire Avenue. Based on review of the site plan, Mr. Legge thought it appeared that the southerly property line is extended through the right-of-way. In that case, a vehicle would not be able to perform that turning movement out of Lot 2 as shown. The drive would need to encompass the existing gravel area, which would require an encroachment agreement on the Treasure Hill parcel.

Chair Phillips stated that from what he was hearing, the proposed plan that they were being asked to forward to the City Council would need to be changed in order to satisfy the Engineering Department. He was unsure how they should address this issue. The Planning Commission could verbally discuss it and provide direction to the Staff, but the applicant would also need to update the plan so when it goes to the City Council, the Council has the accurate plan to consider approving.

Planner Ananth pointed out that the engineering memo only came out last Thursday and the applicant did not have sufficient time to respond or create a new plan. However, she thought they could address the issue with a finding stating that if it is determined necessary because of turning radius issues, the Planning Commission has approved a small encroachment onto the Treasure property as suggested in the engineering memo. Chair Phillips thought it needed to be addressed verbally with an amendment or some direction to the Staff before it goes to the City Council. Chair Phillips noted that the gravel has existed there for a long time and it is somewhat of a grandfathered use. He was unsure whether there was more to the page that was cut off on the screen, but he would like to see how far the existing gravel extends. Planner Ananth stated that she zoomed in on the slide to make it as legible as possible and some part may have been cut off. She remarked that the gravel extends quite a ways, but it would not need to extend as far as it does not.

Chair Phillips stated that without actually being able to see it, he assumed the future three-point turnaround would not extend out as far as the gravel that exists now. He believed it would be an improvement on the existing use by shortening the length of the gravel area and only using what is necessary. Chair Phillips thought he could be comfortable with it as long as it does not extend further than what already exists. If it did extend further, he would need to relook at it.

Director Erickson noted that there was another drawing in the CUP application that showed the extent of the gravel. Director Erickson understood from the comments that the Planning Commission was not comfortable moving forward without seeing a complete proposal on the CUP. Chair Phillips clarified that he was comfortable moving forward as long as the Commissioners verbalize what they feel comfortable with. Chair Phillips remarked that his point was that the Planning Commission would be forwarding a recommendation on something they could not actually see. He emphasized that he was comfortable with the page being adjusted with enough room for a turnaround, because it is in the best interest of public safety to pull out forward. The caveat is that it would not encroach more than the existing grandfathered use.

Commissioner Kenworthy preferred to see the modification rather than rush a recommendation. The issue is not whether anyone is allowed to back out because no one should be backing out. Going back to an earlier statement, he thought it was important to know the height from the existing pad to the proposed shared driveway on top. Commissioner Kenworthy wanted to have all the specifics before moving forward. He noted that many major parts were changing and the City was giving some concessions; and they were also considering problems that are more major on Crescent to accomplish this. He wanted to make that since the City is giving these

concessions that everything is well-defined and works out for the best for the community.

Director Erickson looked up the height exception in the LMC for the HR-1 zone and found that it is actually a Planning Commission action. He read from Section 15-2-2.5, Item 4 – Garage on Downhill Lot, “The Planning Commission may allow.....” Commissioner Kenworthy asked for the maximum it could be extended. Director Erickson replied that it could be extended to 35’ in order to accommodate a tandem garage, but not a single-car garage. From his reading of the Code, he did not think there was an exception for a single-car garage.

Director Erickson asked what the other Commissioners thought about the CUP action and making sure the subdivision action that is forwarded to the City Council illustrates what is coming in the CUP. He noted that the subdivision, the encroachment agreement, and the use of public right-of-way will be City Council actions.

Chair Phillips agreed with Commissioner Kenworthy about not rushing a recommendation this evening.

Martina Nelson informed the Planning Commission that the distance from the south lot line of the proposed plat amendment to south of the gravel was 19’.

Director Erickson noted that the subdivision documents were reflecting the driveways that the Commissioners were not comfortable with until they could see the final plan.

Commissioner Thimm suggested continuing both the Subdivision and the CUP. However, he asked if Chair Phillips would consider taking a straw poll to find out if the Commissioners understand the turning radius, if they were ready to take positive action on the merits of the rest of the proposal for both initiatives. Chair Phillips asked if Commissioner Thimm was suggesting that they set this one issue aside and move forward on the rest. Commissioner Thimm clarified that his preference was not to separate the issue, but this has been before the Planning Commission three times and he was hesitant to ask the applicant to come back a fourth time. If the Commissioners had any other issues with the proposal, he would like the applicant to hear those now rather than later. Chair Phillips agreed.

Chair Phillips thought they should also take into consideration the fact that the engineering letter did not come in until last Thursday, and it was unforeseen by the applicant. Commissioner Thimm stated that the driveway turning radius was the only issue he had at this point.

Commissioner Kenworthy stated that in addition to the turning radius, he also wanted to see the height. He did not want a driveway 25' above the existing pad because that would create another issue; especially if Director Erickson is correct and there is no exception. He needed to feel comfortable about those issues before moving ahead with a vote.

Chair Phillips stated that since the complete driveway was a primary factor, and he also agreed that the height should be analyzed, he called for a straw poll.

Mr. Peek thought Exhibit B under the conditional use permit, which is the 802 Empire driveway plan, would answer their question. Planner Ananth did not believe it answered their question because the Exhibit does not show what it will look like.

After hearing input from the other Commissioners, Commissioner Thimm wanted to see the height addressed as well.

Commissioner Hall echoed Commissioners Thimm and Kenworthy regarding the follow-up issues. She understood that the 8th Street staircase was not a high priority for the near future, but she thought it would be bad for the community if it was limited. Commissioner Hall wanted to make sure that is addressed when they look at the CUP and the terms and conditions to make sure this proposal will not interfere with a future staircase.

Commissioner Van Dine had nothing additional to add. She agreed with the Commissioners Thimm and Kenworthy on seeing what the driveways will look like and the turning radius, as well as the height.

Commissioner Thimm noted that the Planning Commission would need an updated Exhibit because currently it says that the gravel driveway will be removed.

Commissioner Sletten concurred with his fellow Commissioners. He thought the driveway issue could be easily resolved with a condition of approval, but he was not opposed to waiting until the two issues were addressed.

Planner Ananth suggested continuing the subdivision and the CUP to June 10th. Mr. Peek thought they could have everything ready by June 10th.

Mr. Peek appreciated the comment from Commissioner Thimm about this being their third meeting. Each time there are new issues and he was anxious to move on from here. He was willing to accept additional conditions if that is required to move ahead.

Director Erickson stated that most of the time in the application process was trying to sort out how to do the subdivision, which is the front yard, and how the access works. The last time this was continued was due to the driveway issue and not meeting the multi-family driveway standards of 20'. They needed to get an official determination from the engineer. Director Erickson thought it was best to continue to June 10th and give Planner Ananth the opportunity to meet with Jonathan DeGray to resolve these issues.

MOTION: Commissioner Thimm moved to CONTINUE the 802 Empire Avenue subdivision to June 10, 2020. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

Chair Phillips opened the public hearing on the conditional use permit.

All the public comments that were submitted and entered into the record on the Subdivision were also entered into the record for the CUP.

No additional comments were submitted during this meeting.

Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to CONTINUE the conditional use permit for the construction of a shared driveway over a platted unbuilt City street at 802 Empire Avenue to June 10, 2020. Commissioner Hall seconded the motion.

VOTE: The motion passed unanimously.

The Planning Commission Meeting adjourned at 8:50 p.m.

Approved by Planning Commission: _____

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
JUNE 10, 2020

COMMISSIONERS IN ATTENDANCE:

Chair John Phillips, Sarah Hall, John Kenworthy, Laura Suesser, Doug Thimm, Christin Van Dine

EX OFFICIO: Planning Director Bruce Erickson; Rebecca Ward, Planner; Alexandra Ananth; Planner; Laura Kuhrmeyer, Planner; Caitlyn Barhorst, Planner; Liz Jackson, Planner; Mark Harrington, City Attorney

The Planning Commission meeting was conducted virtually via Zoom.
The public was able to submit eComments during the meeting.

ROLL CALL

Chair Phillips called the meeting to order at 5:40 p.m. and noted that all Commissioners were present except Commissioner Sletten, who was excused. Commissioner Kenworthy joined the meeting late due to problems logging in.

APPROVAL OF MINUTES

May 27, 2020

MOTION: Commissioner Thimm moved to APPROVE the Minutes of May 27, 2020 as written. Commissioner Van Dine seconded the motion.

VOTE: The motion passed. Commissioner Kenworthy was not present for the vote.

PUBLIC COMMUNICATIONS

No comments were submitted on items not on the agenda.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

Director Erickson reported on technology changes since the last meeting.

Director Erickson understood there were 25+ people showing who were not panelists, and he assumed most would be providing public input. He stated that anyone who wanted to make public comment on an agenda item this evening needed to register for eComments

on the Listen Live portal on the City Council website. If anyone wanted to comment on several items, they should log onto the Zoom Webinar and raise their hand during the public hearing for that item and they will be let into the meeting to make their comments.

Jessica Nelson noted that all of the Zoom participation information was listed on the Listen Live page where all the public meetings are listed.

John Kenworthy disclosed that prior to the last meeting he had visited the site at 802 Empire Avenue and spoke with the applicant, Tom Peek. Nothing substantive was discussed and he had not spoken with Mr. Peek since that time. He had made this disclosure at the last meeting and he would not be recusing himself from this item.

WORK SESSION

- 5A. The Commission will Consider Opportunities to Require Electric Vehicle Charging Station Infrastructure for New Development and Redevelopment. The Sustainability Department Will Provide an Overview of Strategies Under Development for Deep Decarbonization of the Built Environment, including a Stretch Code to Incentivize Developers to Achieve Net-Zero Development and a Building Energy Disclosure Code to Promote Transparency of Energy Use. (Application GI-20-00429)

Planner Rebecca Ward reported that this item was the first of two community planning strategies outlined in the General Plan that were scheduled for work session this evening. She noted that Luke Cartin, the Sustainability Manager and Celia Peterson, Sustainability Project Manager, would be discussing some of the projects in process to encourage energy efficiency and construction.

Planner Ward stated that for the EV charging stations, Exhibit A, included in the Staff report, outlines the plans to expand networks on a Regional, State, County, and Local level. She reported that grants are in place to support the installation of these EV charging stations. The City is in the process of installing 100 of these charging stations for public use.

Planner Ward remarked that currently the LMC is silent on these charging stations. The purpose of this work session was to get input from the Planning Commission on different directions to address these charging stations in the Land Management Code. She stated that the most basic amendments would be to add definitions to clarify the charging stations to add a section in the Code that shows they are allowed accessory uses, as well as creating uniform standards for design, installation, maintenance, and signage. Planner Ward stated that another option would be to go a step further and

explore the possibility of requiring a certain percentage of infrastructure to be installed at the time of development or new development to support future installation of EV charging stations. A third option would be to go a step further and require that EV charging stations be installed at the time of development.

Planner Ward stating that in establishing basic uniform standards for these stations, it is important to include them in the Code to ensure that parking space compliance and size is maintained with the installation of these charging stations. It is also important to establish consistent signage and information for the public in using the EV stations.

Planner Ward remarked that model codes from other communities include accessibility standards about where the connectors are located. If they were to go to the second step and require a certain percentage for infrastructure to be installed to support future EV charging station installations, many communities require around 10% of the total parking spaces. This would save time and money in the long run because they would not need to retrofit parking lots. Planner Ward stated that even doing a small percentage of infrastructure upfront may support expanding that over the long run.

Planner Ward commented on the third option of requiring EV charging stations to be installed at the time of development. For this option, the Staff would need to do more research and community outreach; and figure out how this could work best in the community. There have been challenges in other communities where the requirements are too restrictive in terms of where the stations must be located; and therefore, the stations are not used as often as they might be in other locations.

Planner Ward requested feedback on what direction the Planning Commission would like the Staff to take with these potential amendments.

Chair Phillips clarified that the Planning Commission would be discussing to what degree they would try to create these EV stations and reach a conclusion on how much they want to provide. In doing so, they also need to try to mitigate any problems with how the EV stations are placed.

Planner Ward explained that the Planning Commission could make the decision to do the first option and just add the definitions and clarify in the Code that EV stations are allowed. If they wanted to explore options 2 or 3, the Staff would continue to do more research and come back for another work session.

Chair Phillips thought this was a top priority goal for the City. His preference would be to continue to pursue all the options and he believed creating a definition was a good place to start. Chair Phillips preferred to be aggressive and suggested that the Staff

move forward on public outreach so they can figure out the best way to do this. He pointed out the numbers for the next ten to 20 years on what is expected for electric vehicles. He believed EV stations were more likely to be used if they were already in place because it would attract that type of behavior. He thought Park City should be ahead of the curve and lead rather than be behind the curve.

Commissioner Hall concurred. She would like another work session to address options 2 and 3.

Commissioner Thimm liked the idea of being aggressive. He asked if the 10% value was 10% of the stalls contemplated for off-street parking in a project. Planner Ward replied that different communities have different ways of measuring the requirement. However, most calculate that 10% of the total parking spaces need to have the infrastructure to support 10% of all parking spaces for future installation of charging stations.

Commissioner Thimm stated that in reading through the Staff report, he did not see a requirement for a PV array that supports these stalls. Planner Ward replied that it was not mentioned in the Staff report and she offered to look into it. Commissioner Thimm clarified that the 10% was arrived at by looking at the model from other cities. Planner Ward answered yes. It appeared to be a baseline to start.

Chair Phillips thought 10% was a good starting point. The Staff report talks about different uses, and he asked if the uses are determined by where the stalls are placed versus the number of stalls supplied for a particular use. Planner Ward thought there was some flexibility. She clarified that this amendment would be specific for the Level 2 charging stations, which are the stations the City is currently installing. A Level 2 takes a few hours to fully charge versus the fast charging stations, and that would be a separate discussion.

Chair Phillips understood that sometimes cars are lined up to use the fast charge stations. Planner Ward replied that fast charging stations tend to be along Interstate Highways and at a gas station. However, as the price comes down in the future, they may be supported in a parking lot for local use.

Commissioner Kenworthy joined the meeting.

Commissioner Kenworthy stated that he had been listening to the discussion and he agreed with Commissioner Hall. He was comfortable with Option 1 at this point, but he would like another work session to discuss Options 2 and 3.

Commissioner Hall noted that the Staff report talks about EV charging stations being an allowed accessory or a conditional use. She thought a conditional use would be another barrier and wanted to know when that would be justified. Planner Ward stated that all Level 2 charging stations would be an allowed use. A Level 3 could be a conditional use, or they could address some of the issues through the Code if additional requirements are necessary to mitigate the impacts of a Level 3 charging station so it would be allowed rather than conditional. Planner Ward emphasized that Level 2 charging stations would be allowed in all zones as an accessory to any parking. Commissioner Hall advocated for charging stations to be an allowed accessory use without requiring a conditional use permit. It would be helpful if they could work through the Code to streamline the process.

Commissioner Van Dine concurred with Commissioner Hall.

Director Erickson stated that another approach could be to make it a requirement of any use permit, and not a separate permit. Instead of going through an extra process, EV stations would be reviewed as part of the project the same as landscape plans or utilities plans and make them part of every development. The Planning Commission would need to decide how many and what type; either Level 2 or Level 3.

Commissioner Hall wanted to know when the Commissioners would see the charging station infrastructure. Planner Ward thought it could come back to the Planning Commission for a work session in July.

Luke Cartin, Environmental Sustainability Manager, stated that his department helps the City pursue its goals. They work with everything from charging infrastructure to tree planting. They also do everything from passing legislation to meeting with major cities on the electrification of the Park City transit system.

Mr. Cartin reported that Park City Municipal has two goals based on two time periods; to be net zero carbon and 100% renewable electricity. The timeline is 2022 for City operations and 2030 community wide. Mr. Cartin thought 100% renewable electricity was straight forward, which is typically the traditional wind turbines, solar panels, and battery storage. He remarked that the net zero carbon is everything outside of the world of electricity, as well as electricity. It includes diesel gasoline, cook fuels, and landfill. They actually comply with an international standard through the carbon disclosure project to measure and quantify these things.

Mr. Cartin pointed out that telling people how many tons of carbon does not equate. To put it in financial terms on the 2030 timeline, within City boundaries, there is a \$24-25 million per year electricity spend by all residents, businesses, irrigation, and everything

else within the City boundary. The net zero carbon includes everything within the City boundary, but also to get people, goods, and services in and out of the community. It can include airlines fuels, and also over the road fuels such as gasoline and diesel, which all have economic impact. Mr. Cartin stated that when they calculate the range for a specific item, such as gasoline, they can back into the economic impact of the carbon footprint. He noted that the cost is \$245 million per year. Mr. Cartin stated that when people express concern over how to pay for renewable energy, it is important to understand that the City is already spending a quarter of a million dollars on fossil fuels currently, and those dollars are going to less democratic places in the world like Venezuela, Russia, and the Middle East.

Mr. Cartin stated that the net zero carbon by 2030 community wide is North America's most ambitious goal for any city. Park City is in a State where the official state rock is coal. Mr. Cartin stated that they need to figure out the best way to achieve the goal, but they are making great headway.

Mr. Cartin stated that the overall strategies fall into four major "buckets". The first is Energy Efficiency, which is the top piece to achieve. For example, it is more efficient for electric vehicles to be on the road because they are more efficient with the energy. The second is Electrification. He noted that a tailpipe is a mini smokestack. If they can electrify, it will get to a cleaner piece. Mr. Cartin stated that even with Rocky Mountain Power's mix of 60-70% coal, these are still cleaner burning than most of the efficient cars on the road. He pointed out that backing up electrification with 100% renewable electricity is when they really start getting to a high impact. Mr. Cartin stated that in 2019 Park City, Salt Lake City, and Summit County partnered together with Rocky Mountain Power and passed legislation called HB411, which created a pathway for communities to be 100% renewable by 2030. When that bill was passed, they left an on-ramp for other communities to join. Currently, there are 23 Utah communities or 40% of Rocky Mountain Power's electrical load that are on this pathway to go 100% renewable by 2030. Mr. Cartin stated that the last strategy is regenerative. He pointed out that even with all the changes fossil fuels will still be burned. They will need to find ways to sequester carbon in the soil through innovative practices. He noted that Park City was also creating the way on this strategy as well.

Mr. Cartin stated that Park City is also working with other communities around the West, particularly mountain communities, on these four overarching concepts. More than 30 mountain communities were hosted in Park City last October, and as a result, they were starting to see great alignment. He commented on other communities that have adopted Park City's goals.

Mr. Cartin noted that the Brew Pub lot, City Park, and China Bridge have Level 2 chargers. If the Planning Commission wanted to see a Level 3 fast charger, they could find some at the Library at Kimball Junction.

Commissioner Thimm referred to comments regarding 100% renewable electric by 2030. He asked about the strategies for that and whether there are PV arrays out in the desert or in Park City. Mr. Cartin replied that it was an "all of the above strategy". They definitely want to focus on the efficiency side. It is the least exciting, but the less power they need to purchase the better. The rooftop side is called distributed because it uses the smaller wires and distribution systems around the community. The other is the utility or commercial scale, and it will be a balance of both. Mr. Cartin provided examples. As they go forward, they want to balance bring renewables online, and with the help of the 23 communities, help push some of these within the boundaries of Utah. Mr. Cartin remarked that the cheapest form of electricity in every state in the nation are renewables. Mr. Cartin commented on the six-state grid and noted that Utah and Wyoming are set up well to take on a lot of these renewables. They will also be pushing efficiency, battery storage and grid technologies to balance it all out.

Celia Peterson, Environmental Sustainability Project Manager, stated that since they were talking about decarbonization of the building sector, she thought the obvious place to start was to take a quick look at what emissions the buildings in Park City contribute to. She stated that in most cities, the built sector contributes approximately 40% of the carbon footprint, but Park City has an especially high built environment carbon footprint. It is an issue the team has really been focused on. Ms. Peterson noted that Luke Cartin has been working very hard to convert it to carbon free electricity to power the buildings. However, they also need to consider heating fuels. This is where energy efficiency and other types of substitution come into play.

Ms. Peterson commented on the research that has been done. She presented a graph showing how the built environment can be impacted with different policies and procedures. She thought Energy Code was the best financially, however, in Utah there is no ability to manipulate energy codes. Ms. Peterson pointed to different things they have been working on to move the needle on emissions coming from the built environment. She was willing to come back and talk about these specifically, if that was what the Commissioners wanted, but she preferred to focus on moving forward rather than what has already been done.

Ms. Peterson stated that they have done a lot of research and looked at what other cities have done, but at the same time considering what would work best for the Park City context in terms of buildings, their contribution to the carbon footprint, and the fact that Park City has ambitious climate goals.

Ms. Peterson presented the basic process. The first was Disclosure and Benchmarking, which looks at ordinances for disclosing energy usage. The second is an Energy Stretch Code. The City cannot require more stringent energy codes than what is set at the State level; however, the City can set a stretch code that is voluntary and incentivized to pull the market up to build more efficient and net zero energy buildings. Ms. Peterson stated that they were also looking at different ways to develop programs to support both of these processes to disclose and to set a goal in terms of what they would like to see happen with new buildings and major renovations. Another incentive is to have a program that helps achieve a net zero energy building.

Ms. Peterson provided additional information on how they intend to approach commercial versus residential, and what would be required versus not required. They would start with a voluntary pilot program. She noted that Park City is in line to be the pilot for a home energy label program that was recently passed at the State level. What is not required is actual energy efficiency improvements. They cannot force people to make energy efficiency improvements, but they can incentivize. She showed a list of possible incentives. Ms. Peterson stated that typically there are two pathways for stretch codes. One is prescriptive, which is more of a checklist of things that are done as the buildings are being designed and constructed. She remarked that Park City has a net zero energy performance standard for all new buildings that the City either builds or supports. They decided to set that standard as a performance based standard because it produces the real outcomes. Net zero energy buildings are required to have net zero energy on an annual basis, and they can ensure that the buildings are performing the way they were designed. That is not the case with prescriptive pathways.

Ms. Peterson stated that the stretch code is a voluntary appendix to the mandatory minimum energy code. The primary point is to achieve greater levels of energy efficiency. It also sets the benchmark of what they want building energy performance to look like in Park City.

Ms. Peterson stated that the intended outcomes from this work is no net increase in emissions coming from new buildings. It is a lofty goal, but they were trying to infuse net zero energy building, as well as water-wise landscaping for new buildings and major renovations. Ms. Peterson presented a list of different incentives that could potentially be offered. Based on the outreach done so far, people have indicated that a streamlined process and having a designated point of contact at City Hall would be the most useful.

Ms. Peterson presented a list of requirements that would go into the stretch code. The design would need to be for net zero energy or passive house certification, plus renewables. It reflects the performance standard that the City sets for its own buildings to keep everything as aligned as possible. Another similarity is to have someone responsible in the process for keeping track of the energy usage in the design process. In addition, when the certification comes into play, after one-year performance data, that commissioning agent or agent modeler would be there as well.

Ms. Peterson stated that one concern is abuse of the system. If they offer incentives, someone could go through the entire process and get the benefits, and then not build a net zero energy home. They were working on a process to help quell any abuse of the system.

Ms. Peterson stated that the incentives that have risen to the top are having a streamlined permitting process for net zero energy building and having designated point of contact. Another incentive would be to refund all Building and Planning permitting fees. The collected fees would go into a bond. After one-year post occupancy, if net zero energy performance has been met the fees will be refunded. If not, those fees would be invested in improving the energy performance of the building.

Ms. Peterson stated that the items and strategies presented this evening have been combined into a program that was just kicking off. It is a partnership between Park City and Utah Clean Energy. Utah Clean Energy has a lot of expertise in terms of energy efficiency for buildings and beneficial electrification of what the looks like. They have a lot of great connections in Utah. Ms. Peterson reported that the Park City Community Foundation has decided to help support this program with their climate fund. She noted that they also submitted and won support from the Funders Network and the Urban Sustainability Director's Network.

Ms. Peterson stated that they have covered the low hanging fruit in terms of moving the needle on reducing the carbon emissions coming from the built environment. This is the heavy lift and they have a great team on Board. She noted that there will be a very involved engagement process. They like to involve stakeholders and the end users of these policy changes. An advisory committee was being launched on Monday with people from the construction industry, the real estate industry, developers, etc. Included in that process, they were paying special attention to social equity, which involves participation with the Community Foundation and Utah Clean Energy to ensure that social equity is infused in the whole planning process. Ms. Peterson stated that this was still a work in progress and what they shared this evening are the preliminary discussions they have had internally. The real work is about to start and they want to make sure it is something that works for Park City and the people it will impact, and also

is a leading action that can be shared and scaled up so other communities who are trying to take action on climate change can also benefit.

Chair Phillips understood the presentation this evening was an overview, and he asked if they anticipated needing any action from the Planning Commission in the near future to help move this along. Mr. Cartin stated that as they begin kicking off the community advisory group, if the Commissioners are interested in a specific area or would like to check in on the process, he encouraged them to reach out.

Commissioner Kenworthy stated that he was very proud that Park City was at the forefront of all this.

5.B. The Commission will Consider Land Management Code Amendments to Align with Amendments to Municipal Code of Park City Title 4A, Special Events.
(Application PL-20-04531)

Planner Ward noted that Jonathan Weidenhamer, Economic Development Manager, and Jenny Diersen, Special Events Manager, were also on the line.

Planner Ward reported that this item was a Code cleanup. Since 2016 there have been several amendments to Title 4A, the Special Event Code. The LMC for Special Events has not been updated since 2012. The Staff was proposing three cleanup changes, but they should not impact the way the way that special events are currently permitted or regulated.

Planner Ward stated that as the LMC currently reads, it could be interpreted to require both a Special Event Permit from the Economic Development Department, and a Special Events Conditional Use or an Administrative Conditional Use Permit from the Planning Department. Planner Ward explained that the Planning Commission and the Planning Staff will continue to permit outdoor events. Recurring events with a permit that runs with the land will continue to permit temporary change of occupancy and temporary structures, tents, and vendors that are not associated with a special event.

Planner Ward stated that in a future work session there may be opportunities to further clarify the Code for when the Planning Commission grants a conditional use permit or an administrative permit for recurring events.

Planner Ward outlined the three amendments being proposed this evening. One would be to remove the term "Special Event" from the Land Management Code. The second would be to clean up the zoning district use sections. The third would be to make

technical changes in the sign code and the LMC so the current terms used to describe the events are reflected in the LMC.

Planner Ward stated that currently, the requirements for the special event conditional use permit or administrative permit contradicts with the requirement that applicants need to meet for a special event permit. Removing the term "special event" will clean it up and clarify. Planner Ward remarked that the standards in the LMC will remain in the Code, and they apply to the administrative permits or conditional use permits for the temporary change of occupancy, and for outdoor events and permits of that nature.

Planner Ward stated that the second change would be to update the use sections in the zoning districts. She presented a table showing the current LMC, showing special events as conditional or administrative conditional use permits.

Planner Ward commented on the third change. She noted that the term "Master Festival" was removed from the Code and the Staff would update the Sign Code and the LMC, as well as updating internal citations. There would also be technical cleanups for both the Sign Code and the LMC.

Planner Ward clarified that the proposed amendments would not impact the way events are currently permitted. The Planning Director will still review all Special Event Permits. She noted that in Title 4A, one of the criteria that special events must be consistent with the General Plan, the General Plan goals, and that the event is not proposed to avoid more restrictive zoning regulations.

Jonathan Weidenhamer, Economic Development Manager, stated that he was present to offer support and to answer questions. Ms. Diersen was available to answer technical questions.

Commissioner Thimm stated that he is always pleased when the LMC is cleaned up and made more usable and enforceable. He appreciated the effort.

Chair Phillips agreed. He thought the amendments were needed.

Director Erickson stated that what the Commissioners were seeing was three years worthy of work between Jenny Diersen, Rebecca Ward, and Jonathan Weidenhamer to clean up the distinction between long-term land use decisions and special events. It was a long negotiating process and he appreciated the help from Economic Development and Special Events. Director Erickson also commended Planner Ward for doing a great job.

Planner Ward stated that these amendments would come back to the Planning Commission in July if there are no changes to the redlines in the Staff report.

5.C. Park City Mountain Resort Base Parking Lots – Work Session – Discussion of Request to Amend the 1998 Park City Mountain Resort Development Agreement to Replace Expired Exhibit D of the DA, the 1998 PCMR Base Area Master Plan Study Concept Master Plan, with a New Master Plan, known as the Park City Base Area Lot Redevelopment Master Plan Study. (Application PL-20-04475)

Planner Ananth stated that the scope of review for this project was the main focus this evening. As laid out in the May 27, 2020 Staff report and discussed at the last work session, the Staff has conducted an extensive review and analysis of the PEG Development application, as well as the 1998 Development Agreement. The Staff believes that the proposed project meets the definition of substantive modification. Planner Ananth explained that this was important because it justifies a review of the entire Master Plan and Development Agreement by the Planning Commission. She believed the Planning Department and the applicant were generally in agreement, and that in general the project will be reviewed under the current LMC. However, there may be some areas that PEG will try to keep the review limited to just their proposed base development plan, and not include resort operations.

Planner Ananth stated that whether PEG Development submits a new application or if they agree to call it an amendment, both were less important than actually agreeing on a scope of review for this project. Planner Ananth reported that the Planning Department met with PEG Development and proposed a scope of review under the MPD modifications. She noted that the Staff and applicant had not come to an agreement at this point, but she thought they were close.

Planner Ananth outlined the stipulated areas of review as follows:

Density. Planner Ananth stated that both the Staff and the applicant agree that density is vested from the 1998 Development Agreement, and it was reiterated in the 2019 amendment to the Development Agreement. Planner Ananth thought the density issue was clear and it would not be reopened.

Setbacks and Building Height. Planner Ananth remarked that as noted in the May Staff report, the applicant was calling for changes to the location, setbacks, height, and massing of the proposed buildings versus the 1998 concept master plan. The applicant had newly applied for exceptions to the setbacks and building height. Therefore, the setbacks and building height would be approved or denied by the Planning Commission based on the current Park City Land Management Code. Planner Ananth believed the

Staff and the applicant were in agreement with the scope of review for setbacks and building height.

Housing and Parking. Planner Ananth stated that affordable housing obligations and parking requirements for the resort operation, as well as new development, will be approved or denied by the Planning Commission based on a blend of fulfilling prior obligations as laid out in the 2015 amendments to the Development Agreement and the MPD, as well as current requirements.

Planner Ananth stated that housing and parking requirements are probably the area with the most disagreement around the scope of the Planning Commission's review. She thought PEG Development would like the Planning Commission's review to be focused solely on the proposed development of the base area. Planner Ananth noted that the housing obligation in the Development Agreement were focused on the requirements for the proposed base area development, and not the resort operations. However, she recognized that the Planning Commission may feel differently and might want to look at that anew.

Planner Ananth stated that parking is another example of why the Staff thinks that the plan is a significant change from the 1998 plan. The current application calls for a significant of above grade parking, which is not included in the square footage calculations, in comparison to the 1998 Development Agreement. Also, in general, the number of proposed parking spaces are different. In 1998 the approval notes that 1200 skier parking stalls exist, and those 1200 surface stalls will be replaced by 1800 underground stalls. Planner Ananth emphasized that this was not what PEG Development was proposing today. She asked if this was something the Planning Commission wanted to look at anew, or whether they would hold them to the 1998 Development Agreement.

Planner Ananth remarked that those were the substantive issues they need agreement on. Looking at parking under the current Code with today's lenses, it was unclear where they would end up with parking. She was not sure whether they would suggest more parking or less parking.

Chair Phillips asked if Planner Ananth was looking for direction on the parking issue this evening. Planner Ananth replied that she would like to hear the Planning Commission's preference as much as possible tonight to help the Staff and applicant come to an agreement regarding the stipulated scope of review.

Director Erickson did not think the Staff needed to know the details from the last meeting. Planner Ananth was looking for input because she wanted to make sure all

the elements to be reviewed were included in the schedule she had prepared through October. Planner Ananth remarked that she was looking for clarity for the Planning Department, the applicant, and the Staff on whether they would be looking at these issues under the current LMC or going back to the 1998 Development Agreement.

Planner Ananth thought the Staff and applicant were in general agreement that the areas of traffic and transportation improvements would be reviewed based on the current Code, and designed to accommodate the Resort's operations, as well as the new incremental development at the base by PEG Development.

Planner Ananth stated that overall, the Planning Department's opinion is that this is a really transformative project for Park City. The Planning Commission's review needs to be very comprehensive and aligned with the community's goals to improve upon existing operations, such as providing housing for employees, creating a real transit center, improvements to existing traffic and parking issues and flow, considerations for sustainability, etc. Planner Ananth did not believe they should limit their review to just the base project.

Director Erickson clarified that Planner Ananth was recommending that they use the current LMC for almost everything, except where there may be some vested requirements inside the development agreement. The simple question for the Planning Commission is whether they should use the current LMC under which the application was made. That decision will give Planner Ananth direction on how to proceed.

Planner Ananth commented on four outstanding obligations listed in the Staff report that the applicant still needed to provide in order for the Planning Department to consider the PEG application to be complete. The deadline for submittal is June 12th so the Planning Department can conduct their review and move forward this summer and to schedule a site visit for July 8th.

Planner Ananth assured the public that all public comments sent to the City are reviewed by the Planning Department and forwarded to the Planning Commission. She was compiling a document of all the questions by topic, and those topics will be addressed as the project is reviewed in public hearings.

Planner Ananth reported that in addition to the public comments that were attached to the Staff report, she had received seven emails since last Friday with additional comments.

Planner Ananth stated that a tentative schedule for review was included in the Staff report. She recognized that the schedule was optimistic, but the intent is to move

forward with a monthly meeting on this project on the regularly scheduled Planning Commission meeting on the fourth Wednesday of each month. The schedule is organized by topic. The site plan review would occur on July 22nd. Transportation, transit, connectivity, and parking would be reviewed in August. Utilities, sustainability will be addressed in September. They would discuss any plan revisions in October, as well as other topics that were not addressed. Planner Ananth anticipated the need for another meeting in November on this project. She was still trying to figure out where affordable housing would fit into the schedule.

Robert Schmidt, representing PEG Development, stated that Planner Ananth's presentation was very accurate in reporting the status of their discussions and the characterization of the scope of review.

Mr. Schmidt focused specifically on the affordable housing obligations and the parking, which were the two issues they were the furthest apart on coming to agreement. In terms of the affordable housing obligation, PEG Development was proposing that the obligation be reviewed, approved, or denied based on the specific base area proposal. Mr. Schmidt referred to the 2015 Amendment to the Development Agreement and some of the findings of fact and conditions of approval contained within that Agreement. He noted that Finding of Fact #113 states that the employee housing is triggered only by the receipt and approval of conditional use permits for small scale MPDs of the base area Parcels A through E. Finding of Fact #115 states that the employee requirement was proportionally based on approved small scale MPDs conditional use permits for each parcel. He pointed out that Finding of Fact #116 specifically goes through a pro-rata calculation to determine the amount of beds that should have been built on Parcel A. The calculation clearly demonstrates that the housing requirement was based on development of the base area specifically.

Mr. Schmidt noted that in her presentation, Planner Ananth stated her concurrence that the 1998 Agreement was specifically focused on the base area improvements and the housing associated with those improvements. Mr. Schmidt remarked that the history of these agreements is important, and that they adhere to the agreements that were made in the past and focus on the base area for the specific improvements for affordable housing. Mr. Schmidt stated that the original agreement was for 80 beds. The current affordable housing guidelines are much more involved in terms of the calculation. He agreed that it was important to review the affordable housing for the proposed development based on the current affordable housing guidelines. He noted that PEG Development also agrees to provide the 23 beds that were not built in Parcel A. Mr. Schmidt believed this was a vast improvement over the original Development Agreement of 80 beds.

Mr. Schmidt referred to a provision in the 2015 Amendment that says if the 80 beds are built, the affordable housing requirement for the MPD is fulfilled. He clarified that PEG Development is not proposing to build 80 beds just anywhere, even though it would be a better financial opportunity. Instead, they have taken a specific approach to conform with and provide for affordable housing at the base in conformance with the current affordable housing guidelines. Mr. Schmidt believed it was a huge step in the right direction and a vast improvement over the existing requirements of the Development Agreement.

Regarding parking, Mr. Schmidt stated that their proposal is that the parking requirements at the base will be reviewed based on the application submitted with the calculations they propose. Mr. Schmidt remarked that parking is an area that intersects with mountain operations. Because the parking at the base supports the mountain operations, the calculations within the PEG Development application accounts for CCC and for lodging outside of the base area. They feel that the parking requirements and the calculations at the base should be looked at under the current status of the mountain operations and the CCC. Mr. Schmidt thought this was a specific area where they should be looking at the parking requirements holistically.

Mr. Schmidt reiterated that PEG Development generally concurs with the Staff on the other points.

Mr. Schmidt commented on the outstanding items that still needed to be provided. He was aware of those items and they were working on completion. Planner Ananth had stated a deadline of June 12th to provide the outstanding items in order to move forward; however, he did not have that understanding from reading the Staff report. He understood that the site visit would be scheduled for July 8th, provided they could agree on the scope of review by June 12th. Mr. Schmidt stated that it was a point of clarification that needed to be worked out.

Commissioner Kenworthy noted that Planner Ananth requested input from the Planning Commission regarding the amount of parking spaces. In order to analyze that, he needed to have the answers and understanding of the General Plan principles of the public/private partnership for these transportation goals. Commissioner Kenworthy noted that he briefly mentioned this issue at the last meeting. He clarified that in order to feel comfortable with x-amount of parking, those principles need to be defined. He asked how Mr. Schmidt intended to do that.

Mr. Schmidt stated that within their application, they provided an analysis, calculations, and supporting documentation, and he would like to review those in more detail with the Planning Commission and the Staff. Mr. Schmidt believed they had addressed

Commissioner Kenworthy's concern in their application. He welcomed a review based on those computations. Mr. Schmidt stated that the challenge faced in only looking back to the parking calculations from 1998 is that those calculations were based on 353 remaining unit equivalents and a different site plan. In addition, as he pointed out at the last meeting, it was also based on the premise that the operator at that time wanted to elevate their CCC to 125% of CCC based on providing more parking. Mr. Schmidt noted that his presentation at the last meeting showed how times have changed. Today there are different modes of arriving at the Resort, including Uber and Lyft. There is also additional bed supply by way of Airbnb and others that bring more skiers to the base than what was anticipated in 1998. Mr. Schmidt noted that they were not showing that the CCC would be exceeded by the same percentage that was proposed in 1998. He thought it left a cushion to accommodate future growth and alternate modes of transportation. If they provide significant excess parking it would send the message that they could not accommodate any more modes of transportation to arrive at the resort. Mr. Schmidt reiterated that the detailed analysis was in their application and he welcomed a review based on the information provided.

Commissioner Kenworthy referred Mr. Schmidt to the Area Plan Principle 2 in the 2014 General Plan. He understood the point that if they provide excess parking, they would not be able to provide mass transit solutions. Commissioner Kenworthy stated that in looking at the 2014 General Plan, the City has been calling for mass transit options so they do not have to overbuild parking.

Chair Phillips stated that the last time this MPD was before the Planning Commission many years ago, he recalled during those discussions that there was some type of partnership agreement between the City and the applicant at the time. He could not recall whether it was for a parking structure or a transit center, but he thought the discussions center around a large transit center. Planner Ananth believed there was a Memorandum of Understanding regarding that issue, but she did not know enough to talk about it. Director Erickson stated that there was an agreement at the time, but it was now obsolete. He outlined what the agreement entailed and noted that it was not a function of this application. Director Erickson reported that the Planning Department was having conversations about encouraging transit with PEG Development and the Transit Department.

Commissioner Thimm asked if a true parking study was done as part of this application, taking into account the way that people travel today. He was not talking about a ratio of stalls to number of units or keys in a hotel; but rather a true parking analysis that takes into account shared parking, peak parking periods, and what has changed in terms of people using public transportation, Uber, etc. He asked if that parking analysis had been done, and if not, whether the Planning Commission had the purview to request it.

Mr. Schmidt replied that a parking analysis and a parking study conducted by Hales Engineering was included in the application. Planner Ananth clarified that the Hales Engineering parking analysis was not included in the Staff report. It was in a large book the applicant had submitted. It was online and there is a parking section in the book. Commissioner Thimm asked if the conclusions of the parking study support the 1200 stalls proposed versus the 1800 stalls mentioned in the 1998 approval.

Mr. Schmidt stated that as demonstrated in his presentation at the last meeting, it should not be looked at through the same lens with the same metrics and the same approach as 1998. In his last presentation he provided a side by side comparison to show how it was calculated and created in 1998, compared to how PEG Development calculated it. The comparison also showed the differences and the ending result. He thought it was important to have a thorough and deep understanding of that.

Mr. Schmidt stated that the question for the Planning Commission this evening is whether the parking should be reviewed and evaluated as it relates to both the base and operations. In his opinion, they have an intersection between the base and the mountain as it relates to parking. PEG Development provided calculations around that and they believe parking can be reviewed and discussed as it relates to the base and mountain operations.

Commissioner Thimm asked Planner Ananth if a third-party review of a traffic analysis includes the parking analysis. Planner Ananth replied that it will have a parking analysis component.

Commissioner Thimm thought the schedule Planner Ananth had prepared to discuss specific topics should be as aggressive as possible. He asked if the timing coincides with input from the third-party. Planner Ananth answered yes. She intended to put transit, parking, traffic, and connectivity first, but based on the third-party reviewer's schedule, she had to schedule it in August.

Commissioner Thimm commented on affordable housing and whether they look at it in terms of the mountain base plus mountain operations. He asked if that was quantified in terms of number of beds associated with those two separate categories or lenses they would look at this through. Planner Ananth states that for the proposed new development, it would be looked at based on square footage of the new development. Mountain operations is based more on number of employees. It would be a blend if they took that approach instead of just looking at the base element.

Chair Phillips opened the public hearing.

All public comments received before and during the meeting were included in the record.

Jessica Nelson stated that anyone viewing the meeting on Zoom who wished to make comments should use the "raise your hand" feature on Zoom and she would let them in to speak.

Planner Ananth was prepared to read the public comments that came in today through the eComments portal.

Planner Ananth reported that she had received an email from Debra Hickey. Ms. Hickey also sent in an eComment asking that her entire email be read during this meeting.

In response to her request, Planner Ananth read the email into the record. In summary, Ms. Hickey has owned a condo at the Silver King for 28 years and has watched the town grow and change. She recently participated in the Park City 2020 Vision Survey. Ms. Hickey outlined a number of issues that concern her in the development of the base area with the old 1997 Master Plan for Development. She would like to understand what areas of the old plan do not meet the standards of the 2020 Park City Planning Guides. She would like to see the new Park City Vision Plan and how the desires of the residents impact this large development project. Ms. Hickey thought traffic issues should be resolved before a new large resort is built. Density and its effects to the resort area should be addressed in regard to pollution, noise, fume, lights, night sky, etc. Ms. Hickey stated that the addition of more traffic to the area is undesirable because the width of Empire and Lowell are not ready to accommodate the masses, even with one-way directional. Sidewalks cannot accommodate families carrying ski equipment to the slopes. Ms. Hickey did not believe anyone had addressed making more access with this project. She believed there would be less access. She pointed out that many families enjoy the off-season access to the trails and base area. Parking should be free for Park City residents, she and suggested passing out bumper stickers for local access. Ms. Hickey noted that the 1997 Master Development Plan mentioned 1800 underground parking spots for exclusive resort usage and a limit on ski passes based on available parking. She asked if this still pertained to the future development. Ms. Hickey noted that PEG Development was requesting an exception of building heights up to 7 stories, which will dwarf the surrounding residents. She remarked that the original plan on page 113 1.3 - General Image and Character, states "these guidelines wish to encourage architecture that is compatible in character with the existing PCMR facilities and the PC community". The architecture should look like it belongs to Park City, Utah and no place else. Ms. Hickey remarked that allowing 7

stories of height will change the feel of Old Town and the base area neighborhood. Ms. Hickey noted that the original plan on page 114 discusses sidewalks should be no less than 15-feet wide to accommodate pedestrian traffic for safety and comfort. Ms. Hickey disagreed with placing employee housing at the base area. This land and its value that all residents have paid premium dollars to access should not be given to employees. She stated that PEG Development could purchase another parcel in a less expensive area code to build employee housing, and the employees can take public transit to work. Ms. Hickey noted that the bus drop-off area was not written in PEG's proposal as it was discussed in the 1997 plan. She wanted to know how they will have more public transit available to deal with new resort residents and daily visitors. She urged them to make all buses electric and asked if another route could be shared in Old Town. Ms. Hickey noted that the 1997 plan called for a condition of approval based on a pedestrian bridge over Lowell. If foot traffic will stop uphill vehicle traffic at every crossing, cars and buses will be backed up to Highway 80. Ms. Hickey remarked that a new parking structure must provide a safe access for families to cross to the ski plaza. Shadow Ridge and Silver King need access, too. She asked them to consider all the local neighbors when a structure is built. With the new pandemic challenges and the present USA and world economies uncertain of a rebound, she suggested that the Park City Planning Commission delay such a massive new undertaking for fear that the project cannot be fully funded to completion in the five-year timeline, and will leave the neighborhood in shambles.

Planner Ananth read an email from Debra Rentfro. Ms. Rentfro stated that she owns a home on Empire Avenue and the pedestrian and traffic patterns put forth by PEG are not an improvement for the immediate community nor those driving in. She stated that safety for pedestrians is already compromised and the plan does nothing to improve the safety. She thought the one-way traffic pattern would be very difficult for those living on Lowell or Empire, and will require every vehicle to pass the resort, whether or not they are going to the resort.

Planner Ananth read a comment from Belinda Simile. Ms. Simile stated that she owns condos in the Silver Mill House Building at the Resort Plaza; and she is president of the Marsac Mill Manor and Silver Mill House Condominium Association. She noted that she had sent an email Planner Ananth earlier today with comments related to the PEG development at the PCMR base. After reviewing the proposed development plan and listening to a pre-application developer led presentation to some members of our HOA, and listening to the Planning Commission meeting last month, she had several concerns. Pedestrian interface with traffic on Lowell will only get more problematic. An elevated pedestrian bridge from the parking garage was provided for in the original plan and should again be included in this plan. In addition to functionally offering relief from potential traffic/pedestrian conflict, it should be designed to be an attractive signature

iconic piece of the development, and a gateway to the existing base areas. Ms. Simile wanted to know the anticipated selling price points for each type and size of condo in various buildings. She stated that area owners would like to see representation of how buildings will appear from various locations and elevations outside of and from within various floors of their buildings. Ms. Simile thought more transparency and information was needed on how the relationship and commitments between Vail and PEG will be structured and memorialized with regards to the parking garage, sidewalks, and access, including any ski lift or surface lift configurations or reconfigurations. Ms. Simile remarked that much care needs to be taken so they do not end up with two disconnected and independent bases. Ms. Simile stated that parking for oversized vehicles that will not fit in the existing parking garages at the Lowell and the Lodge is currently provided by the surface lots. This loss of parking needs to be addressed in the plan, as well as sufficient parking for employees for the various retail and restaurants, both existing and planned. Replacement of the existing 1200 parking spaces does nothing to address the additional uses needs. Regarding architecture, exterior designs approved in the 1998 plan illustrated very attractive ski mountain elevations with clusters of smaller buildings broken up with various architectural features. She commented on the significant change in the appearance and mass of the structures proposed. She is very concerned with the actual designs proposed. This is a highly visible project and it is paramount that the City holds developers to a high standard. Ms. Simile did not think the proposed plans were consistent with Park City's historic mining past and ski town heritage. It does not fit the character of the surrounding developments. Ms. Simile believed the proposal has many significant substantive changes from the 1998 plan. She agreed with the Planning Department that this application is most appropriate as a new MPD and should not be handled as an amendment to the DA. She appreciated the City and Planning Commission's diligence, and the developer's willingness to work with the community. With good faith efforts on all parts, including valuable input from the community, many believe a quality development that meets the needs of the community can be developed on this site.

Planner Ananth read a comment from Clayton Steward. Mr. Steward concurred with the Planning Department's recommendation that the Planning Commission determine that the submitted application is substantively different than the 1997 large scale master plan, and it requires a new MPD; not an amendment to the existing MPD, for all the reasons stated in Exhibit A, Zoning Review Memorandum, dated May 27th. Mr. Steward stated that the requested building heights are absurd at 75-85 feet above grade in an RC zone that allows 35 feet. A reduction in setbacks is not justified since the proposed building forms are far less articulated than the building forms specified in the DA. Ms. Steward stated that the DA does not permit the transfer of density from one parcel to another. Significant variations from the DA approved volumetrics are being requested, and he did not think a single cubic foot of additional mass volume should be permitted

on any building on any parcel of the revised plan for any reason, including above-grade parking. Mr. Steward did not understand why a tentative public hearing schedule had been outlined for an incomplete application.

In addition to those eComments, Planner Ananth had also received comments from Sherry Harding, Tom Jacobsen, Sid Embry, Angelica Charlette, and Rich Wyman. In the interest of time, she would forward the comments to the Planning Commission and attach them to the July Staff report.

Nancy Lazenby had raised her hand on Zoom and was able to make comment.

Ms. Lazenby thanked the Planning Department and the Planning Commission for allowing public comments on Zoom. She thought the comments Planner Ananth had read highlighted some very key points. One of the key points she found concerning was the issue of pedestrian safety. Ms. Lazenby wanted to know where that issue falls in the schedule of topics to be addressed. She noted that the 1998 plan had elevated walkways which is a substantially safer option for people crossing Lowell. With additional traffic being proposed, having people cross on crosswalks is flirting with disaster.

Planner Ananth replied that pedestrian connectivity would be addressed on August 26th. The topics include transit, traffic, parking, circulation, and connectivity. Pedestrian interaction is part of the connectivity discussion.

Ms. Lazenby suggested that Planner Ananth specifically add pedestrian safety to the list of topics so people know that it will be discussed in more detail. It is a safety issue that could have serious consequences for the community. Ms. Lazenby thought there were significant changes from the 1998 plan as others had highlighted in their comments. She agreed with all the other issues that were addressed.

Jim Doilney had raised his hand on Zoom and was able to make comment.

Mr. Doilney stated that he and Rob Slettom, representing the Silver Mill House and Marsac Mill Manor Condominium Association, would be meeting onsite with Planner Ananth on Monday at 10:00 a.m. Mr. Doilney believed that conceptually the project could achieve a pedestrian access. They have also discussed the possibility of the Planning Commission considering raising the building up. He understood there were objections to a taller building; however, for every foot the building is lifted is one less foot every pedestrian skier would have to walk to get to the lifts. He and Mr. Slettom will be discussing these items with Planner Ananth. Mr. Doilney appreciated the opportunity to speak.

No other comments were submitted.

Chair Phillips closed the public hearing.

Mr. Schmidt pointed out that PEG Development concurs with the Staff report that agreeing on a scope of review is the most important issue. He felt they had submitted the appropriate application and provided reasons and the basis for doing so. Mr. Schmidt appreciated the opportunity to talk about the scope of review.

Mr. Schmidt had re-read the Staff report and understood that the four items listed are to be submitted by June 12th. He noted that they were currently working on all the items. The top two items regarding the amount of parking located above grade, and the vertical and horizontal articulation are not quick and easy solutions and they were still analyzing those. Mr. Schmidt requested that the Staff extend the deadline for those two items. The other two items should be submitted by the June 12th deadline.

Chair Phillips agreed that the scope of review was the most important issue. He asked if Planner Ananth was comfortable extending the deadline on the first two issues as Mr. Schmidt requested, if it is submitted in a timely manner. Planner Ananth stated that she would work with PEG on a deadline that works for everyone. However, it cannot be extended too long because she needs time to review the submittal and prepare a thorough Staff report for the July meeting.

Chair Phillips requested a hard copy of the application that Planner Ananth held up earlier. He thought it would be helpful to have the large copy to make notes and see it all in one place. Mr. Schmidt offered to provide copies for each of the Commissioners. Planner Ananth requested two additional copies for other City departments who have requested hard copies.

Planner Ananth felt confident that the Planning Department and the applicant would be able to reach an agreed upon scope of review by June 12th. If the Commissioners had strong opinions regarding the scope of review, this would be a good time to express their opinions.

Chair Phillips was pleased with the direction and what was outlined in the Staff report. He generally agreed with everything he was seeing so far.

Commissioner Van Dine appreciated all the work that was done between this meeting and the last meeting. She thought Planner Ananth's presentation on the scope of review was very good and it hits all the major issues, particularly with the proposed

agendas going forward. Commissioner Van Dine agreed with the Staff that a new MPD is needed. Amendments would not allow for the necessary scope of review.

Director Erickson stated that certain items in the Development Agreement would not change with regard to PCMR's mountain operations. Everything inside of the replaced site plan and other alternatives for transportation, circulation, connectivity, and other issues are open for full review. Commissioner Van Dine liked how much they would hold this application to the current LMC going forward. Director Erickson noted that all the topics on Planner Ananth's schedule were open for a complete review.

Commissioner Thimm asked if Planner Ananth or Director Erickson had specific questions for the Planning Commission with regard to the scope of review items. He wanted to know if there were any areas where they were looking for direction from the Planning Commission. Planner Ananth answered no. She was just interested in hearing their opinion on holding this application to the current LMC. The question is whether they might review the project differently if Vail was the applicant. She wanted to be clear on whether or not they were reviewing the project differently because the resort operator is not the developer in this case.

Commissioner Thimm asked if she was looking for input through the lens of just the base mountain or also the mountain operations. Planner Ananth stated that she would like feedback on that issue. Commissioner Thimm thought they should look at mountain operations in addition to base mountain. He noted that his comments were the same as the last meeting and he had very little to add. The main issues are building area, setbacks, height and massing, pedestrian connectivity and transportation, parking analysis. Commissioner Thimm asked where building area fit into the schedule. He remarked that the definition of building area and how it is distributed throughout the project is important. Planner Ananth replied that it would be addressed at the Architecture and Site Planning meeting on July 22nd.

Commissioner Thimm referred to past Planning Commission meetings with regard to historic structure identification and preservation. He asked if any of those past discussions and any of the requirements placed on the development bear discussion by this Planning Commission for this application. Planner Ananth stated that the Zoning Review Memorandum outlines the pertinent prior agreements that will be relevant for review by this Planning Commission. Commissioner Thimm asked if that fits into the schedule as well. Planner Ananth answered yes, as it relates by topic. Commissioner Thimm stated that there was a lot of conversation before this point and he did not want it left out. Commissioner Thimm thanked Planner Ananth and the applicant for a thorough presentation again this week.

Commissioner Kenworthy did not know how they could look at this development without looking at the base and mountain operations together. He believed that was the intent in the Development Agreement and he was unsure how they could separate the two.

Chair Phillips agreed, and noted that Planner Ananth had included that in the Staff report.

Commissioner Suesser wanted a better understanding of the upgrades at the base lifts and the base facilities that Vail was contemplating. She wanted to know if there were other options for employee housing being explored besides at the base, and whether there are other good options. With regard to one-way streets, Commissioner Suesser asked if they had considered making that seasonal, and if it includes potentially making Crescent Avenue or 8th Avenue one-way. Commissioner Suesser stated that she was strongly leaning towards a new MPD.

Commissioner Suesser requested a report from the City Engineer detailing utilities that run through Lowell Avenue that would prohibit any type of underpass.

Commissioner Thimm noted that the Master Plan before them contemplates acquisition of municipal property. He asked if that acquisition was in process. Since it is a major portion of the transportation analysis, he wanted to know if there was any idea as to whether it would actually happen.

Planner Ananth stated that the third-party reviewer will be looking carefully at the size of the proposed roundabout to evaluate how much they actually do help traffic. It was not in process yet, and she did not believe the City was looking at it very favorably. Planner Ananth stated that it was still being reviewed and the objective is to look at the project on balance. If it makes transit more feasible there may be ways in which the City will consider it. At this point, no method for acquisition has been discussed.

Commissioner Thimm questioned whether there was a need to address this plan from the standpoint of the property possibly not being able to be acquired. Planner Ananth replied that they would delve into that in more detail during the July and August meetings.

Commissioner Hall echoed the comments from her fellow Commissioners. She emphasized the need for a comprehensive review that would include looking at the base operations. She was leaning towards a new MPD. Commissioner Hall appreciated the time Planner Ananth spent outlining a schedule, but she thought it was very optimistic because most of those items will need at least two meetings to discuss each category.

Chair Phillips agreed with Commissioner Hall regarding the schedule. He noted that Planner Ananth had acknowledged that the schedule was aggressive, and he was sure it would change at each meeting. Planner Ananth stated that she would update the schedule as needed and post it on the City's website so the public will know which topics will be discussed at a particular meeting.

Mr. Schmidt requested that Robert McConnell, PEG's legal counsel, to join the conversation and share his thoughts in terms of the form of application and how they interpret the LMC.

Robert McConnell stated that PEG Development made an application and they believe the application is consistent with the requirements of the Code. He pointed out that while they were open to a discussion of their application in the context of the resort operations, they were not looking for this to be undertaken in a vacuum and solely focused on the base area proposal. However, that is their application and they would expect the City to act upon that application. Mr. McConnell stated that even if this is substantive change and requires a review of the LMC, he did not believe it requires a new application for an MPD. He remarked that all of the same planning elements and scope of review will be present in this very detailed schedule of the application review and will likely take more time than the schedule outlines. Mr. McConnell clarified that they were not looking to alter the existing contractual relationship between Vail and the City with respect to the resort operations. They were looking to take by assignment, responsibilities pertaining to the construction of the resort base, including requirements related to the base related affordable housing, parking, traffic, and vehicular/pedestrian circulation patterns. While they recognize that the application will be evaluated in terms of current conditions, including resort operations, they do not believe that saddling PEG's application with responsibilities pertaining to the Resort's current operation or the Resort's future applications is consistent with the Code or Utah Law. Mr. McConnell noted that there were also very practical limitations in terms of Vail and their participation in this overall project with respect to that kind of requirement. He believes the existing Development Agreement governs those operations and any future applications the Resort brings forward to the City.

Mr. McConnell stated that PEG and the City have talked about scope of review and there is largely a consensus view on what will be reviewed. However, based on his reading of the Code, the notion of a new MPD is not consistent with the requirements of the Code.

Planner Ananth thought they were very close, and she believed they could come to some agreement. She clarified that the Staff was not looking for a new application

submittal. It was semantics at this point. Planner Ananth thought it came down to the scope of review and reviewing this project under current Code. This is a huge project that will have impact on the City for decades, and they want to make sure they get it right. There may be overlap with operations that she thought could be addressed in a new development agreement.

Commissioner Hall asked if Mr. McConnell could be more specific on why he believes the application is not consistent with the new MPD. Mr. McConnell replied that he was specifically referring to requirements in Section 15-6-4(i) of the Code, MPD Modifications. This section addresses changes in a Master Planned Development and states that a change in concept, density, unit type, or configuration of any portion or phase of the MPD will justify review of the entire master plan and development agreement. He clarified that they were not protesting against a review and they have been trying to reach agreement with the Staff on what the scope of review will entail. Mr. McConnell stated that the language does not say "require an entirely new MPD". It only contemplates a review of the entire master plan and development agreement.

Planner Ananth stated that if they can come to some agreement with PEG Development in the next week, she would announce at the June 24th meeting that they had come to resolution on the scope of review and will be moving forward with reviewing this project. A site visit would be scheduled for July 8th.

NOTE: Commissioner Van Dine received a text from Commissioner Hall stating that she had lost internet connection and would not be participating in the rest of the meeting.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

6.A. 1293 Lowell Avenue – Condominium Plat Amendment

The applicant had withdrawn this application.

6.B. 1064 Park Avenue – Condominium Plat – Proposal to create a two (2) Unit Condominium Plat from the Duplex that is Under Construction on this Lot.

Planner Laura Kuhrmeyer noted that the Planning Commission reviewed this application at a previous meeting. At that time, there was some discussion about parking related to concerns over the accessory structure in the rear of the property and whether it could be used for nightly rentals.

Planner Kuhrmeyer stated that the Planning Commission directed the Planning Commission to draft an additional condition of approval and email it to the Commissioners prior to it going to the City Council. She explained that after some research the Staff decided to bring it back to the Planning Commission for discussion. However, after doing further research they determined that it did not need to come back to the Planning Commission and they could move it forward to the City Council.

Planner Kuhrmeyer clarified that this was an update and no action was required by the Planning Commission. She stated that because the accessory structure does not have a bedroom or a kitchen, and it has not been approved for a residential use such as an accessory apartment or secondary living quarters, it cannot be used as a nightly rental without additional approvals and permits from the Planning Department. Planner Kuhrmeyer stated that if the Planning Department received a request for the accessory structure the Staff would be particularly careful about an approval, particularly since the Planning Commission pointed out their concerns about parking.

Chair Phillips asked if any requests for changes to the accessory structure would come before the Planning Commission. Planner Kuhrmeyer replied that accessory apartments in the zone allowed uses; therefore, it would be an administrative review and approve within the Planning Department. However, accessory apartments require additional parking spots per bedroom and additional parking would need to be provided.

Director Erickson noted that all the Planning Commission's recommendations were in the City Council's Staff report and the Council will have the opportunity to review their commentary and provide additional direction to the Staff if they feel it is necessary.

Chair Phillips opened the public hearing.

No eComments were submitted and no one raised their hand on Zoom.

Chair Phillips closed the public hearing.

Commissioner Suesser reminded the Planning Staff about the public accessway she had mentioned the last time this project came before the Planning Commission. She clarified that there is an access point to the Poison Creek Trail, and she wanted to make sure that accessway is preserved.

Director Erickson confirmed that the Planning Department had a note on that accessway.

Chair Phillips reiterated that no action was required.

6.C. 1162 Woodside Avenue – Plat Amendment – The Applicant Proposes to Combine Lot 17 and the North ½ of Lot 18 of Block 5 of Snyder's Addition into One (1) Lot of Record. (Application PL-20-04522)

Planner Caitlyn Barhorst reviewed the application for a proposed plat amendment located at 1162 Woodside Avenue. The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council for their meeting on June 18th.

Planner Barhorst presented a slide and indicated the interior lot line that would be removed. Chair Phillips clarified that the interior lot line runs underneath the existing historic structure.

Planner Caitlyn noted that the applicant was working through the HDDR process to construct a new basement underneath the historic structure and an addition. The conditional use permit for the setback exception was scheduled to come before the Planning Commission on June 24th.

Commissioner Suesser clarified that this plat amendment request was only to remove the old stray lot line. Planner Barhorst answered yes. She noted that the property consists of all of Lot 17 and a portion of Lot 18 of the Park City Survey. The interior lot line would be removed.

Chair Phillips wanted to know how wide this would make the narrower side of the lot. Planner Barhorst replied that it would be 37-1/2' by 75'. Chair Phillips clarified that it was a standard lot.

Chair Phillips opened the public hearing.

No eComments were submitted and no one raised their hand on Zoom.

Chair Phillips closed the public hearing.

MOTION: Commissioner Kenworthy moved to forward a POSITIVE recommendation to the City Council for the 1162 Woodside plat amendment, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the draft ordinance. Commissioner Van Dine seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 1162 Woodside Avenue

Background:

1. On May 8, 2020, the Planning Department received a complete Plat Amendment application.
 2. The applicant is proposing to combine Lot 17 and the North ½ of Lot 18 of Block 5 of Snyder's Addition into one (1) Lot of Record.
 3. The property is located at 1162 Woodside Avenue.
 4. The property is designated as Landmark on the Park City Historic Sites Inventory.
- Zoning District:
5. The property is located in the Historic Residential (HR-1) Zoning District.

Public Notice Requirements:

6. Staff published notice on the City's website and the Utah Public Notice website, and posted notice to the property on May 27, 2020. Staff mailed courtesy notice to property owners within 300 feet on May 27, 2020. The Park Record published notice on May 27, 2020.

Lot and Site Requirements

7. The proposed Lot complies with the HR-1 Zoning District Requirements outlined in LMC § 15-2.2:
 - a. Minimum Lot Area is 1,875 square feet. The proposed Lot contains 2,813 square feet.
 - b. Minimum Lot Width is 25 feet. The proposed Lot Width is 37.5 feet.
 - c. The Lot Depth is 75 feet.
 - d. The Maximum Building Footprint is 1,201 square feet. Any development will comply.
 - e. The Minimum Front Setback is 10 feet. Any development will comply.
 - f. The Minimum Rear Setback is 10 feet. Any development will comply.
 - g. The Minimum Side Setback is 3 feet. Any development will comply.
 - h. The Minimum Corner Lot Side Setback is 5 feet. Any development will comply.
 - i. The Maximum Building Height is 27 feet. Any development will comply.
8. The proposed Lot complies with the HR-1 Zoning District Requirements. The proposed plat amendment will resolve the existing legal non-compliance because the Historic Structure currently straddles the common lot line between Lot 17 and the northern ½ of Lot 18. Per LMC § 15-2.2-4 Existing Historic Structures: Historic Structures that do not comply with Building Footprint, Building Height, Building Setbacks, Off-Street parking, and driveway location standards are valid Complying Structures.

Subdivision Requirements:

9. The proposal complies with LMC § 15-7.1-6.
10. The proposal complies with LMC § 15-7.3-1(A-E) Conformance to Applicable Rules and Regulations.
11. The proposal complies with LMC § 15-7.3-2(A-N) General Subdivision Requirements.
12. The proposal complies with LMC § 15-7.3-3(A-K) General Lot Design Requirements.
13. 15-7.3-4 (A-I) Road Requirements and Design. The proposal does not create any new Roads nor alter any existing Roads.
14. 15-7.3-5 (A-C) Drainage and Storm Sewers. The proposal does not create any new Drainage and/or Storm Sewer nor alter any existing Drainage and/or Storm Sewer.
15. 15-7.3-6 (A-B) Water Facilities. The proposal does not extend nor create a new water-supply system.
16. 15-7.3-7 (A-B) Sewer Facilities. The proposal does not create any new sanitary sewer facilities.
17. 15-7.3-8 (A) Sidewalks, Hiking Trails, Bike Paths, and Horse Trails. The proposal does not create nor alter any Sidewalks, Hiking Trails, Bike Paths, or Horse Trails.
18. 15-7.3-9 (A-B) Utilities. Any future construction on this site proposed will connect into existing utilities in Woodside Avenue. The Development Review Committee reviewed the proposal and did not identify any utility connection issues.
19. 15-7.3-10 (A-B) Public Uses. Not required. The proposal does not consist of a Major or Minor Subdivision.
20. The proposal complies with 15-7.3-11 (A) Preservation of Natural Features and Amenities
21. 15-7.3-12 (A-B) Nonresidential Subdivisions does not apply.
22. The Development Review Committee and Planning, Engineering, and Legal Departments reviewed this application.
23. Staff did not receive any public input at the time this report was published.

Conclusions of Law – 1162 Woodside

1. The 1162 Woodside Plat Amendment complies with the Land Management Code requirements pursuant to LMC § 15-2.2-3 Historic Residential (HR-1) District.
2. The 1162 Woodside Plat Amendment complies with the Land Management Code requirements pursuant to LMC § 15-7.1-3(B) Plat Amendment.
3. The 1162 Woodside Plat Amendment complies with the Land Management Code requirements pursuant to LMC § 15-7.1-6 Final Subdivision Plat.
4. The 1162 Woodside Plat Amendment complies with the Land Management Code requirements pursuant to LMC § 15-7.3 Requirements for Improvements, Reservations, and Design.

Conditions of Approval – 1162 Woodside

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 (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
4. The applicant shall record an encroachment agreement for the existing historic structure located within 12th street right-of-way.
5. The encroachment of the neighboring property at 1158 Woodside Avenue shall be resolved with an encroachment agreement between the two properties prior to recordation of this plat.
6. A ten foot (10') public snow storage easement on both 12th Street and Woodside Avenue shall be noted on the Plat.
7. The property is not located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore it is not regulated by the City for mine related impacts. However, if the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
8. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

- 6.D. **Municipal and Land Management Code Amendments – Amendments regarding Wildland Urban Interface in Municipal Code Title 11 Sections 11-21-1 The 2006 Utah Wildland-Urban Interface Code, 11-21-2 Land Subject to Utah Wildland-Urban Interface Code, 11-21-3, Violations; Title 14 Section 14-1-5 Regulations for Planting Trees and Landscaping in the City's Right-of-Way; and Land Management Code Title 15 Sections 15-2.21-3 Sensitive Lands Overlay Zone, 15-5-1 Architectural Review Policy and Purpose, 15-5-5 Architectural Design Guidelines, 15-6-6 Master Planned Development Required Findings and Conclusions of Law, 15-8-2 Annexation General Requirements, 15-15-1 Definitions, and 15-15-2 List of Defined Terms.**
(Application PL-20-04486)

Planner Liz Jackson noted that the Chief Building Official, Dave Thacker, was also on the line.

Planner Jackson stated that the Staff was bringing forward proposed Municipal and Land Management Code Amendments regarding the Wildland Urban Interface Code. She and Mr. Thacker had prepared a presentation. Planner Jackson stated that they would go through the topics, but Dave Thacker would begin by speaking to the history of the Wildland Code within Park City.

Dave Thacker, the Chief Building Official, thanked the Planning Commission for the time this evening to review the Wildland Urban Interface Code and the associated Code Amendments. He commended Planner Jackson for the work she did to make these proposed amendments possible. She was a great partner to work with. Mr. Thacker also commended Mike Owens and Brent Lucas with the Park City Fire Department. Both were instrumental in helping them reach this point.

Mr. Thacker provided a brief history of the Wildland Interface Code. He noted that in 2016 it came forward as a Code amendment, and after going through the appropriate and necessary channels it was adopted in its entirety. At that time adoption in its entirety meant that every part of the Code was required to be retroactive. Any structure in the City was required to meet all of the Wildland Urban Interface Code as it was written, and that created a challenge for the Historic District as well as some of the more established properties. Mr. Thacker stated that it was enacted for a couple of months before it was rescinded, and the Staff was requested to come back with more information. Mr. Thacker noted that it was before his time with the City and there have been other Staff changes as well.

Mr. Thacker stated that there has been a lot of opportunity to evaluate where they are. An important point to get right was how the City can coordinate better with the Fire District and Summit County to ensure they were looking at this the same. They were able to get a good handle on Best Practices for the County and the City, understanding that there are differences but also very many similarities in how they go about enforcement of this Code.

Planner Jackson walked through some of the updates and proposed changes.

Planner Jackson presented a slide showing images of the 1898 Park City Fire that devastated Main Street, Swede Alley, and the core of Park City with businesses and homes being burned. She thought it was a good reminder of how important it is to prepare for a wildfire. It includes putting in place codes to aid the community and City staff.

Planner Jackson stated that wildfire is a looming concern for the Staff and for the community members, not only as they see other communities dealing with large scale wildfires, but also as temperatures and water levels continue to change. Planner Jackson presented two maps zoomed in on the Historic District and nearby neighborhoods. She presented an image from the Utah Wildfire Risk Assessment portal. The left side was the risk map showing from green, which is low risk, up to extreme risk in red. The right side showed the effect a wildfire could have. The extreme effect was shown in red, based on where fire suppression would be difficult. She pointed out that a wildfire would be a huge issue for Park City itself, and particularly to the Historic District if one were to occur.

Planner Jackson stated that for the presentation this evening, the Wildland Urban Interface topics include amendments related to administration, enforcement, inspections; definitions; home hardening; vegetation management; maintenance and acceptance of existing plants; an update to the plant list and landscaping plans; and applicability to the Sensitive Lands Overlay, master planned developments, and annexations.

Regarding Administration, Planner Jackson stated that the objective is to include clarity between building code and fire code, and when the Wildland Urban Interface Code applies to certain properties, and when modifications may be granted by the City.

Regarding Enforcement and Inspections, Planner Jackson noted that because of the unique circumstances in Park City, authority is given to the Fire Code Official to determine circumstances that require modifications or exemptions to the Code, as well as authority to the Planning Director in certain instances. Planner Jackson stated that the Code Enforcement would be complaint based for existing developed sites. Education will be heavily emphasized, and they will promote that Wildland Urban Interface is a good idea. However, at this point it would be difficult to regulate retroactively on the already existing developed sites. Planner Jackson remarked that new developments will need to comply, which include the Sensitive Lands Overlay, master planned developments, and annexations. Planner Jackson stated that they were planning to work with resort open space areas in the future. This would apply to Park City at large, but they need to research further how resorts and open space come into play.

Regarding definitions, Planner Jackson stated that the intent is to add the proposed definitions into the Municipal and Land Management Code to provide clarity and add industry standards.

Planner Jackson stated that home hardening will be a major topic. Industry-wide it has proven to be one of the biggest factors in terms of wildfire mitigation and structure ignition. Planner Jackson remarked that specific practices are being put into the Code to reduce structure threat.

Planner Jackson commented on vegetation management. She stated that the Code calls out ignition zones, different modification, vegetation and fuel modification techniques, and ways to reduce wildfire in terms of vegetation.

Planner Jackson remarked that they have called out in the Code who is responsible for maintaining a property's vegetation and structures. She pointed out that there will be some regulation on the part of the City, but it will also be a hand in hand effort with property owners to be able to maintain and prepare their properties. Planner Jackson noted that the Code outlines what should be maintained on the property, as well as giving guidance on existing platted limits of disturbances on different properties. The Code will emphasize that LODs will need to be maintained, but there are instances where in certain plats or subdivision maintenance will be necessary outside of those limits of disturbance.

Planner Jackson stated that the plant list that exists in the Municipal Code was updated. The plant list can be a reference for community members and Staff as to what can be utilized in a fire-wise plan. They would also add references in the LMC to the standards of the Municipal Code, Section 11-21. Planner Jackson emphasized that significant vegetation would still be a priority; however, there are instances where the Planning Director and Fire Code Official can determine whether vegetation can be maintained or removed.

Planner Jackson commented on the importance of the Sensitive Lands Overlay and noted that they made sure to put in place regulations for the SLOs, MPDs, and Annexations.

Planner Jackson provided clarity on where the Wildland Urban Interface Code would apply in Park City. The Historic District areas will generally be exempt, but the City will emphasize education. They can also look at individual sites if people want to make them Wildland Urban Interface Code compliant. Planner Jackson stated that existing developed properties are generally exempt, but again they would emphasize education. She reiterated that those properties would not be regulated retroactively. They would be regulated by complaint-based enforcement. She gave examples of new development and large remodels that would generally need to comply with the WUI Code.

Planner Jackson remarked that proposed subdivision, MPDs, and annexation would also need to comply with the WUI Code. She stated that existing subdivisions with platted limits of disturbance can be evaluated by the Fire Code Official and Planning Director on a case by case basis.

Planner Jackson reported on the Outreach that was done, which included social media and website posts. The Fire Marshall did HOA one on one meetings and assessing properties. The City partnered a lot with the Park City Fire District. They hosted HOA meetings and community member meetings and included the City so they could get feedback. Mailers were sent out to P.O. boxes within Park City. They also recently did an HOA and community members Zoom discussion, which gave people who might not be able to participate otherwise the opportunity to be part of the conversation.

Planner Jackson noted that Exhibit C was an Outreach plan moving forward. They will continue to partner heavily with PCFD on informing community members about property assessments, which is an option that PCFD currently offers to help property owners.

Planner Jackson commented on a Community Wildfire Protection Plan. PCFD had a template, which is a document for communities to specify what they were doing and what they have done in order to have wildfire protection in place, and what they will do if a wildfire occurs. The question is whether Park City should require these as this point or if they should wait and see how the program works moving forward. At this point they could just emphasize the importance of having a wildfire protection in place. Planner Jackson requested that the Planning Commission provide input on this issue. She reiterated that at this point the City put an emphasis on education and provides access to resources and saying that some of these things should be done.

Director Erickson asked if the Community Wildfire Protection Plan was not included in the Code. Planner Jackson replied that it was not in the Code. It would just be something they emphasize and suggest. Director Erickson understood that it would be a customization for Park City going forward. Planner Jackson answered yes. Director Erickson noted that it would be customized to consider Park City's vegetation and plant list.

Planner Jackson stated that at this point she had not received public comment. The Staff requested that the Planning Commission review the proposed amendments to the Municipal Code and Land Management Code sections regarding the Wildland Urban Interface, conduct a public hearing, and consider forwarding a positive recommendation for the City Council to consider at their meeting on July 9, 2020.

Commissioner Suesser asked Planner Jackson to clarify her comment regarding city-owned open space. She was particularly thinking of Treasure Hill because of its close proximity to Old Town. She wanted to know the City's responsibility for that parcel in terms of making sure there are no dangerous conditions.

Planner Jackson stated that part of the open space discussion has been trying to figure out how to prioritize those properties, and how specifically this will apply to those properties. She pointed out that they were in the beginning stages of those discussions and figuring out the process. The current goal is to get standards in place more for the homeowners and the community at large, but open space still needs to be discussed. Planner Jackson was interested in hearing any suggestions from the Commissioners.

Commissioner Suesser understood that some of the money raised in the bond was set aside for maintenance of the Treasure Hill property. She asked if that was true for Bonanza Flats as well. Director Erickson did not know the answer to her question. Planner Jackson offered to look into it.

Planner Van Dine stated that since enforcement is through complaint based, she wanted to know how the complaints are filed. Mr. Thacker replied that the complaints would come in various ways, similar to the existing Code Enforcement process. An online form can be filled out or people can call his office. Sometimes complaints are forwarded from another department. Whichever way it comes in, the complaint would be addressed. The proper enforcement agency would go out and meet with the complainant to discover the concern, and then work through education avenues to help people understand the violations and help them work towards some type of compliance.

Commissioner Van Dine asked if a system would be in place to keep track of the complaints over time. Mr. Thacker stated that they currently have a code enforcement data base through the Eden program. They would create a CE case that would be able to track it. They would not only track and gather information, but they would also be able to schedule follow-ups to ensure the situation is resolved.

Chair Phillips asked if the Commissioners had questions or comments regarding the Community Wildlife Protection Plan. Mr. Thacker reported that many HOAs have already started the process. He thought it was beneficial for some HOAs to do their own community policing of the Wildland Interface Code. Some HOAs are actively working on it, and other have discussed interest in obtaining additional information. They were working with the HOAs in an attempt to get them on board. Mr. Thacker was interested in hearing the Commissioner's comment, but he wanted them to understand that some jurisdictions were already taking care of it.

Chair Phillips stated that the Planning Commission is like the HOA for Park City. If the Planning Commission were to implement the CWPP, it might help those HOAs and the community as a whole to follow the same plan. Chair Phillips thought it was a good idea for the Planning Commission to take the lead on it.

Commissioner Kenworthy was pleased to see this moving forward. He noted that Park City has had some close calls, and this was very helpful. He thought it was another good item to clean up and address.

Chair Phillips was interested in getting a follow-up on Commissioner Suesser's question regarding Bonanza Flats. He assumed increased traffic and people would add to the fire danger. He would like to know what could be done in that area. Commissioner Suesser clarified that she also wanted a follow-up on Treasure Hill.

Director Erickson stated that Bonanza Flats is covered by a conservation agreement, but he believed there were also provisions for forest health in the model. He noted that Heinrich Deter, the Trails and Open Space Manager, spends a significant amount of money each year doing fire management on open space in the Aerie and other locations. He and Mr. Deters have had conversations about Treasure, the two Resorts, Empire Pass, and Guardsman Road. Director Erickson stated that it involved more than just cutting dead trees.

Mr. Thacker stated that they were also looking at this as a phase approach. They definitely want to encompass the whole community and make everything safe, which is the goal of this Code and the program over time. However, Phase 1 is to start with residential properties, some home hardening, and looking at everyone's personal property, and then expand from there. Mr. Thacker stated that they need to work with Mr. Deters and his team and look at other opportunities as well. They will be taking a bigger swath at those open space areas in the future, but for now this is Phase 1 to begin that process.

Chair Phillips asked if residential properties that abut open space are treated any differently. He asked if any emphasis is put into those neighborhoods that are right against heavily forested open spaces. Mr. Thacker stated that the same question was raised during one of their meetings and the Park City Fire Marshall, Mike Owens, brought up a good point related to firebrands and how they travel. He noted that Firebrands can travel up to a couple of miles in a perfect condition, and they can land on a rooftop or in a yard. If the yard and the rooftop are not properly maintained, they can find a place to ignite. Mr. Thacker pointed out that to say a home that backs up against an open space reserve with vegetation is more at risk than a home that is a mile away is not found to be true based on that information. He stated that the Code is

effective for all areas. It is just a matter of location and how they apply the Code. Mr. Thacker stated that home hardening is the most important piece they were trying to emphasize as this point.

Chair Phillips opened the public hearing.

No eComments were received and no hands were raised on Zoom.

Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the City Council for their consideration on July 9, 2020 of the Municipal and Land Management Code Amendments regarding Wildland Urban Interface in Municipal Code Title 11 Sections 11-21-1 The 2006 Utah Wildland-Urban Interface Code, 11-21-2 Land Subject to Utah Wildland-Urban Interface Code, 11-21-3, Violations; Title 14 Section 14-1-5 Regulations for Planting Trees and Landscaping in the City's Right-of-Way; and Land Management Code Title 15 Sections 15-2.21-3 Sensitive Lands Overlay Zone, 15-5-1 Architectural Review Policy and Purpose, 15-5-5 Architectural Design Guidelines, 15-6-6 Master Planned Development Required Findings and Conclusions of Law, 15-8-2 Annexation General Requirements, 15-15-1 Definitions, and 15-15-2 List of Defined Terms as outlined in the Staff report. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

6.E Consideration to Ratify the Amended and Restated Development Agreement for the Intermountain Healthcare Master Planned Development and to Amend Master Planned Development Condition of Approval 11 to Require an Amended Housing Mitigation Plan prior to Certificate of Occupancy.

Planner Rebecca Ward noted that this item was the Intermountain Healthcare Master Planned Development amended Development Agreement. Morgan Bush and Lori Weston, representing IHC, were also on the line.

Planner Ward reported that the Development Agreement was amended to memorialize the approval by the Planning Commission on October 9, 2019. The approval included a 20,000 square foot Ambulatory Surgery Center on Lot 6; and 28,000 square feet of support medical offices on the hospital lot, Lot 1.

Planner Ward stated that as required under the LMC, this approval needs to be memorialized in a Development Agreement. The Code requires that at least 10 items are addressed in the Development Agreement. The Staff has been working with the applicant to address those items in the attached draft agreement, and also in the attachments to the agreement that will be recorded with the County.

Planner Ward noted that there were two conditions of approval with the October 9, 2019 approval. One condition required the applicant to amend the water services agreement to evaluate the peak water demand for the increased density. The City Council approved this amended agreement last month on May 14th. Planner Ward stated that Attachment #7 was the draft the City Council approved. When the amendment is executed, the final document will be attached and recorded with the amended Development Agreement.

Planner Ward noted that Jason Glidden from the affordable housing team was also on the line. Planner Ward stated that the density the Planning Commission initially approved in October, the build out was anticipated to occur many years down the road. However, the applicant may bring a conditional use permit forward sooner than anticipated. As part of this change in the timeline, the Staff and the applicant worked together to propose an amendment to Condition of Approval #11 that would allow the applicant to submit a proposed housing mitigation plan prior to submitting the conditional use permit application so the Planning Commission could review the mitigation plan at the same time they review the conditional use permit application. Planner Ward clarified that it would be for that portion of the density that the applicant was moving forward on.

The Staff felt this amendment would ensure that the housing mitigation plan follows along with the development and give the Planning Commission the opportunity to review it before approving the conditional use permit.

Chair Phillips opened the public hearing.

No eComments were submitted and no hands were raised on Zoom.

Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to RATIFY the amended Development Agreement for the Intermountain Healthcare Master Planned Development; and Amend the Master Planned Development Condition of Approval #11 regarding the housing mitigation plan. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

6.F. 1274 Park Avenue – Condominium Plat Amendment – The Applicant Proposes Amending the Alpine Retreat @ Park City Condominium Plat to Add a Single Car Garage, Accessed from Sullivan Road, with an Upper Level Bedroom for the Significant Historic Single-Family Dwelling.
(Application PL-19-04386)

Planner Ward reviewed the application for a plat amendment for the Alpine Retreat @ Park City Condominiums. The Alpine Retreat is located between Park Avenue and Sullivan Road. Six units are part of the project.

Planner Ward stated that the application to amend the plat impacts Unit 1. Units 1 and 2 are both Significant historic homes on the Historic Sites Inventory and front Park Avenue. The other four units are along Sullivan Road. The applicant's proposal for Unit 1 is to create a garage addition with an upstairs bedroom. The addition complies with the Code required rear and side setbacks for the new addition, and it meets the height requirements.

Planner Ward noted that this proposal would also add an additional tandem parking space to the property. She stated that because of the two historic homes on site, only eight parking spaces are required. Tandem parking is allowed in the zone. Planner Ward pointed out that currently there were 11 total parking spaces. However, adding the garage will create a tandem parking space along the driveway. This additional parking space will bring the project into compliance with the Code parking requirement without the historic structure exemptions.

Planner Ward stated that the location is an outlier because it is on Sullivan Road, which is not platted as a right-of-way, but it is City property that allows vehicle access. She pointed out that any application that triggers a change to access over Sullivan Road requires a conditional use permit, which was included as a condition of approval for this plat amendment. Planner Ward noted that the LMC limits curb cuts for driveways to 27'. When this project was approved in 2001, it was approved with a 30' curb cut. Since this was an outlier, the Code allows the City Engineer to change the curb cuts. The City Engineer had reviewed this project and approved maintaining the 30' curb cut.

Planner Ward summarized some of the recommended conditions of approval. With the creation of the garage and the driveway, all 12 required parking spaces will be provided on site. However, if the addition above the garage is converted to a lockout, it would

trigger an additional parking space. One of the conditions of approval would require a plat note that the addition above the garage cannot be used as a lockout unit. Planner Ward remarked that the garage and the upper level addition would be subject to the HDDR and Architectural Review. A 1999 facade easement was recorded against the property to protect the front and side facades. A condition of approval ensures that the addition will not impact the existing facade easement. Another condition requires a conditional use permit to alter Sullivan Road. A condition of approval also restricts the curb cut to no wider than 30'.

The Staff recommended that the Planning Commission conduct a public hearing and consider approving this application.

Commissioner Suesser asked if Planner Ward had pictures of the site. Planner Ward provided a photo and noted that 1274 Park Avenue is located in front of the Skate Park. She indicated the Alpine Retreat @ the Park and the front facade of the home at 1274 Park Avenue. She pointed to open space and the second historic home. Planner Ward indicated the location of the proposed garage.

Chair Phillips asked if the facade easement was put in place to protect the historic homes. Planner Ward answered yes. She explained that the homeowners received a grant through the historic district program, and part of that is to maintain the integrity of the home. Planner Ward clarified that there is a facade easement on both historic homes within the condo project.

Commissioner Suesser asked if the gray house was part of the Alpine Retreat. Planner Ward answered yes. She pointed to space that is currently common area and noted that it would be retained as common area. Planner Ward indicated the parking for 1274 noting that the parking space would be extended. The landscaping and sidewalk would be maintained. The applicant plans to build a garage that connects to 1274 with an upstairs bedroom. The parking space will be moved from the driveway into the garage, and a tandem parking space will be created on the site behind it.

Chair Phillips opened the public hearing.

No eComments were submitted and no hands were raised on Zoom.

Chair Phillips closed the public hearing.

Commissioner Kenworthy was concerned about the tree that was talked about in the public comment emails. Planner Ward explained that the applicant originally proposed this plan to the HOA in 2017 and it was approved. However, ownership changed within

the HOA and the applicant worked out a new plan with the HOA to preserve some of the landscaping. They also shortened the length of the addition, but it would still impact the tree. Commissioner Kenworthy clarified that the tree would need to be removed. Planner Ward answered yes.

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the City Council for their consideration on July 9, 2020 for the condominium plat amendment located at the Alpine Retreat, in accordance with the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in the draft ordinance. Commissioner Van Dine seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 1274 Park Avenue

1. On April 26, 2001, the City Council passed Ordinance No. 01-12, approving the Alpine Retreat @ Park City, a condominium plat with six units, including two Significant Historic Structures, 1266 and 1274 Park Avenue (Summit County Recorder Entry 591068).
2. 1274 Park Avenue, a 1,791-square-foot Significant Historic Structure, is Unit 1 of the Alpine Retreat @ Park City Condominium Project.
3. On August 22, 2017, the Alpine Retreat Homeowners Association approved expansion of 1274 Park Avenue (Unit 1) to include 636 square feet of common area for a future garage, driveway, and private hot tub area.
4. The Applicant submitted a complete Condominium Plat Amendment application to the Planning Department on December 4, 2019.
5. The plat amendment was originally scheduled for the Commission's review on January 16, 2020. However, the matter was continued to a date uncertain to address Homeowner Association concerns.
6. On March 6, 2020, the Alpine Retreat Homeowners Association approved a modification to the expansion of 1274 Park Avenue, Unit 1, including a ground floor 336-square-foot garage and 150-square-foot entry foyer/mudroom/laundry area, and 521 square feet of upper level space that includes a wet bar, sitting area, bathroom, closet, and sleeping area.
7. The Alpine Retreat @ Park City Condominium Plat memorializes private, common, and limited common area for six Units.
8. 1274 Park Avenue is located in the Historic Residential – Medium Density Zoning District.
9. The purpose of the HRM District is outlined in Land Management Code § 15-2.4-1.
10. The proposed plat amendment complies with HRM Setback requirements.

11. The Front Setback in the HRM District is 15 feet. The Front Setback for the existing Significant Historic Structure is approximately 18 feet and includes a deck that encroaches into the Setback. While a deck is allowed as an exception in the Front Setback if it projects no more than 3 feet into the Setback, it must not be more than 10 feet wide. The existing historic deck is approximately 31 feet wide, spanning the width of the front Façade. However, Historic Structures that do not comply with Setbacks are valid Non-Complying Structures. All additions to the Historic Structure must meet Setback requirements. There are no additions proposed in the Front Setback.
12. The Rear Setback in the HRM District is 10 feet. The proposed addition exceeds this requirement with a Rear Setback of 44 feet.
13. The Side Setback in the HRM District is 5 feet. The proposed addition meets Side Setback requirements and is 5 feet at the narrowest and 8 feet at the widest.
14. Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
15. The proposed plat amendment complies with Building Height Restrictions.
16. Maximum Building Height in the HRM District is 27 feet from Existing Grade. The proposed addition is 25 feet 6 inches from Existing Grade.
17. Single-Family Dwellings require two Off-Street parking spaces. There are six Single Family Dwellings in the condominium, requiring a total of 12 Parking Spaces. Two of the Single-Family Dwellings are Historic Structures. A Historic Structure that does not comply with Off-Street parking is a valid Non-Complying Structure, unless an addition to the Historic Structure creates a Lockout Unit or Accessory Apartment. As a result, only 8 total Parking Spaces are required for the condominium.
8. The condominium currently provides a total of 9 Parking Spaces, with 2 tandem Parking Spaces—which are allowed in the HRM—for a total of 11.
19. The current Parking Space for 1274 Park Avenue is along the existing driveway for Units 5 and 6. The proposal relocates the Parking Space to the garage and creates a new Tandem Parking Space on the 1274 Park Avenue driveway.
20. Approval of this project will bring the condominium into compliance with Off-street Parking requirements with a total of 12 on-site Parking Spaces without any exceptions for the two Historic Structures.
21. Condition of Approval 4 prohibits the addition to 1274 from creating a Lockout Unit or Accessory Apartment because such Lockout Unit or Accessory Apartment would require an additional Parking Space.
22. The proposed plat amendment complies with Off-Street Parking requirements so long as the studio unit constructed above the garage is not used as a Lockout Unit or Accessory Apartment.
23. Common driveways are allowed to provide Access to Parking in the rear of the

Main Building if both Properties are deed restricted to allow for the perpetual Use of the shared drive. The proposed shared driveway for Unit 1 and Units 5 and 6 is currently platted as common area. The plat amendment will retain the common area driveway.

24. Driveways for shared Single-Family Dwellings must have a minimum width of 10 feet. The proposed driveway is 12 feet in width.

25. Driveway curb-cut for shared Single-Family Dwellings must not exceed 27 feet in width. The 2001 plat approval exceeded this width and was approved at 30 feet. The City Engineer has discretion for curb-cut widths and approved retention of the 30-foot curb cut.

26. Single car garages must have a minimum interior dimension of 11 feet in width and 20 feet in depth for a Single-Family Dwelling. The proposed garage is 11 feet wide and 28 feet deep.

27. The driveway for Units 1, 5, and 6 is accessed via Sullivan Road. Altering access from Sullivan Road triggers LMC § 15-2.4-9 and a Conditional Use Permit is required to ensure compliance with the LMC prior to applying for a Building Permit.

28. 1274 Park Avenue is a Significant Historic Structure in the Historic District.

29. The Applicant is required to complete a Historic District Design Review prior to applying for a Building Permit.

30. Additions to the Significant Historic Structure shall comply with the Design Guidelines for Historic Districts and Historic Sites, Historic Preservation LMC Chapter 15-11, and Architectural Review LMC Chapter 15-5.

31. On June 24, 1999, the owners of 1274 Park Avenue entered into the Grant of Preservation Easement: 1274 Park Avenue with Park City Municipal. The easement was recorded on August 16, 1999 (Summit County Recorder Entry 546937).

32. The easement outlines requirements to maintain the front and side Façades of 1274 Park Avenue and any future construction to 1274 Park Avenue must preserve and restore the front and side Façades of 1274 Park Avenue as outlined in the easement.

Conclusions of Law – 1274 Park Avenue

1. There is good cause for the Alpine Retreat @ Park City Condominium Plat Amendment because the plat amendment will increase on-site parking by one Parking Space, bringing the total Parking Spaces for the property to the 12 required by code without exceptions for the two Historic Structures. Also, altering access via Sullivan Road will require a Conditional Use Permit to ensure there are no unmitigated impacts to neighboring properties or to City property.

2. The proposed plat amendment complies with the LMC, including § 15-4-12, § 15-

7.1-3(C), § 15-12-15(B)(9), and Chapters 15-2.4 and 15-3, and applicable State law regarding Condominium Plats.

3. Neither the public nor any person will be materially injured by the proposed Condominium Plat Amendment.

4. Approval of the Condominium 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 – 1274 Park Avenue

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 with the County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval of the plat is void, unless a request for an extension is made in writing prior to the expiration date and the City Council grants an extension.

3. Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.

4. A Plat Note shall state that the addition to 1274 Park Avenue shall not be used as a Lockout Unit or Accessory Apartment.

5. The Sullivan Road curb cut shall be no wider than 30 feet.

6. LMC § 15-2.4-9 requires a Conditional Use Permit to alter access on Sullivan Road and must be obtained prior to applying for a Building Permit.

7. 1274 Park Avenue is a Significant Historic Structure in the Historic District and is subject to a Historic District Design Review and Architectural Review prior to applying for a Building Permit.

8. Any future development shall comply with the Grant of Preservation Easement: 1274 Park Avenue, recorded on August 16, 1999 (Summit County Recorder Entry 546937).

6.G. 802 Empire Avenue – Subdivision – The Applicant is Requesting to Combine Multiple Parcels into a New Two (2) Lot Subdivision.
(Application PL-18-03949)

6.H. 802 Empire Avenue – Conditional Use Permit – The Applicant is Requesting to Construct a Shared Driveway Over the Platted Unbuilt City Right-of-Way.
(Application PL-19-04113)

These items were discussed simultaneously. Each item had its own public hearing and action.

Planner Alexandra Ananth noted that the applicant, Tom Peek, with Old Town Lands LLC, the project architect, and Martina Nelson from Park City Surveying, were also participating online.

Planner Ananth reported that the Planning Commission reviewed this application on May 13 and continued the item to this meeting. The application is to create a proposed two-lot subdivision from seven vacant smaller parcels. The applicant was simultaneously seeking a CUP to locate a shared driveway over a platted unbuilt right-of-way. The lots are currently vacant of any structures.

Planner Ananth stated that at the last meeting, the Planning Commission asked for an updated driveway exhibit with a turning template showing how cars would exit the site, and the amount of encroachment required on the adjacent parcel to the south, which is owned by the City. Planner Ananth explained that the reason for the encroach is to avoid having cars back out onto Empire Avenue, which is a condition of this proposal.

Planner Ananth noted that the parking area has encroached onto the adjacent site for decades. This proposal reduces the amount of encroachment, and it does not negatively impact the abutters' non-exclusive driveway easement. Planner Ananth stated that Condition of Approval #7 notes that an encroachment agreement will be required.

Planner Ananth stated that no retaining walls are required for the proposed driveway because it is relatively level on this portion of platted unbuilt Empire. The Engineering Department reviewed the plan and confirmed that this plan, as well as the turning template, is acceptable.

Planner Ananth noted that a visual was requested showing what the potential house might look like, and whether or not height exemptions would be required. The applicant submitted a drawing for each site showing the 27' height limit, which is 27' above the existing grade. Planner Ananth remarked that the drawings are very conceptual, but they appear to show that a house with a garage on the top floor and living space below with access from Empire Avenue would be able to meet the height requirement of 17' in the Historic Residential District, and that no exemptions should be required for these houses. Planner Ananth clarified that the drawings were only for illustration purposes and that the houses have not yet been designed. The final design would be determined through the HDDR process.

Planner Ananth stated that another question raised at the last meeting was whether this subdivision would preclude any type of future pedestrian pathway connecting Empire Avenue to Crescent Tram. She reported that the proposed subdivision does not appear to preclude a future pedestrian connection on the City's property.

From public comment received today, Planner Ananth understood that both the applicant and the applicant's abutter to the south had agreed on a similar location to what was shown in green on the slide, where a potential pedestrian pathway could parallel the section line on the map and run just south of the Old Town Lands proposed two-lot subdivision, all on City property. Planner Ananth pointed out that this was only a conceptual location. She noted that the abutter to the south has a non-exclusive easement over a portion of the City's property.

Commissioner Suesser referred to Planner Ananth's comment that the encroachment has existed for decades. She asked if Planner Ananth was referring to the City right-of-way. Planner Ananth clarified that there is a parking space that now encroaches over platted unbuilt Empire Avenue and encroaches into the City's Treasure parcel to the south. There is also a gravel parking area that encroaches into the Treasure property. Planner Ananth presented a slide and noted that the area in pink below 802 Empire was the proposed encroachment. She then pointed to the existing encroachment. She believed the proposed encroachment was less than the existing encroachment that has existed on the site for many years.

Commissioner Kenworthy asked if he understood correctly that the neighbors and Mr. Peek had come to an agreement. Planner Ananth replied that the neighbor sent a letter to the Planning Commission earlier in the day indicating their agreement on the proposed location. She understood that the applicant had also submitted public comment.

Planner Ananth read the public comment from the abutting neighbor. It was written by Nick Frost, representing Rick Kinsley, who lives at 808 Empire Avenue. Mr. Frost noted that he had provided a public comment letter earlier in the day regarding the public stairs. He was sending this letter to clarify that Mr. Kinsley recognizes and understands that the Planning Commission does not have the ability to designate and authorize a final location of the public stairs. However, he felt it was entirely within the purview of the Planning Commission to recognize and discuss the issue, as well as to provide a recommendation to the City Council that the location of the public stairway be discussed in more depth at the City Council level. Mr. Frost noted from his earlier letter that neighbors have met together in good faith and are attempting to work with the City with the objective of resolving the issue and avoiding future problems down the road. It

is Mr. Kinsley's hope that Planning Commission will recognize the significance of these events and take time to ensure that any approval provided by the Planning Commission will include a recommendation or suggestion that the City Council continue to review the location of a stairway in connection with the approved plat.

Chair Phillips agreed with following Mr. Frost's suggestions. Planner Ananth reiterated that the stairway has not been designed yet, but conceptually the City is on board with the idea subject to design and funding in the future.

Chair Phillips thought the height exhibit was a good illustration that the homes could be built on the site without needing a height exception.

Commissioner Kenworthy asked if the applicant, Tom Peek, was willing to agree to no height exemptions. Mr. Peek stated that he and the architect, Jon DeGray, determined how the homes would fit on the property and he was comfortable agreeing to no height exception.

Commissioner Thimm asked if the applicant was willing to agree to a condition of approval stating that there will be no height exemption requested for this property. Mr. Peek answered yes. Planner Ananth stated that she would amend the conditions of approval to add a condition stating that there will be no height exemption.

Chair Phillips stated that he was comfortable with what was being proposed for the driveway. He thought it was better than what exist there now. It allows for the necessary turning radius to avoid public safety issues from backing out of the garages onto the road. Chair Phillips was satisfied with what was proposed for the driveway.

Commissioner Thimm asked if the pink area on the exhibit would be a paved driveway. Planner Ananth replied that it will be paved where the driveway is proposed to encroach. The existing gravel parking area will be removed, and that is required in an existing condition of approval.

Commissioner Suesser asked if a steep slope application would be necessary for this site. Planner Ananth replied that a steep slope application is expected. Depending on the threshold of the proposed building, it could be an administrative review and approval, or it may need to come to the Planning Commission. That had not yet been determined.

Chair Phillips opened the public hearing.

No eComments were received other than the comment from Mr. Frost that Planner Ananth had already read into the record. No hands were raised on Zoom. Chair Phillips closed the public hearing.

City Attorney Harrington stated that he was prepared to respond to the first letter from Mr. Frost that came in earlier in the day; however, given the recharacterization in Mr. Frost's follow up letter from the neighbor, he did not need it read into the record, but wanted it noted that it was part of the record.

Chair Phillips thought the Planning Commission had reviewed this application thoroughly and fairly, and he supported forwarding a recommendation to the City Council.

Commissioner Suesser asked if there was a condition of approval stating that there will be no parking in the unbuilt right-of-way. Planner Ananth answered yes. A condition of approval states no parking and no obstructions in the unbuilt right-of-way. Commissioner Suesser asked about a gate. She noted that there is a gate on the driveway next door which is also on City property.

Mr. Peek was willing to specify in a condition of approval that will be no gate.

At the request of Commissioner Kenworthy, Planner Ananth read the conditions of approval outlined in the Staff report. She added Condition #14 stating that there will be no height exemption for the future houses on these two lots. She also added Condition #15 specifying that there will be no gate.

Commissioner Kenworthy asked about signage, such as "no parking" or "trail access" if the stairs are built. City Attorney Harrington believed those types of issues could be worked out with the encroachment agreement as opposed to the subdivision ordinance.

Commissioner Suesser asked if the driveway would be heated over the City right-of-way. She did not believe there was snow storage on the site and pushing snow onto Empire Avenue would create a dangerous condition. Mr. Peek noted that the drawing identified three locations for snow storage on site. However, he clarified that the plan would be to heat the driveway. Planner Ananth pointed out the snow storage locations.

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the City Council for their consideration on July 9, 2020 for the 2-lot subdivision at 802 Empire Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the draft ordinance and as amended to add Conditions #14 and #15 per the discussion this evening. The Planning Commission also recommends further

consideration of the potential stairway location by the City Council. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

Planner Ananth reviewed the CUP application and presented a slide showing the area of the CUP, which was outlined in pink. She indicated the platted unbuilt right-of-way of Empire Avenue, as well as the encroachment into the Treasure parcel to the south. Another slide showed the encroachment relative to the driveway easement of the abutting property to the south.

The Staff recommended that the Planning Commission conduct a public hearing and consider approving the CUP based on the findings of fact, conclusions of law, and conditions of approval as provided in the Staff report.

Chair Phillips opened the public hearing.

No eComments were submitted and no hands were raised on Zoom.

Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to APPROVE the conditional use permit for construction of a shared private driveway over a platted unbuilt City street at 802 Empire Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the Staff report. Commissioner Van Dine seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – 802 Empire Avenue - Subdivision

1. The subject property is located at 802 Empire Avenue.
2. The subject property is located within the Historic Residential (HR-1) Zoning District.
3. On December 17, 2019, the Subdivision Plat application was deemed complete.
4. The two-lot (2) Subdivision is made up of seven (7) parcels including portions of Lot 19, all of Lot 20, and all of Lot 21, none of which are large enough to be developed on their own.
5. All seven (7) parcels are vacant of structures.
6. The applicant has worked with the City to complete and record Quit Claim Deeds and resolve a number of surveying errors.

7. The lots are considered “through-lots” with Frontage on both Crescent Tram and Empire Avenue.
8. Due to the Unusual Lot Configuration the Planning Director determined that Frontage can be measured on Crescent Tram in order to meet the Minimum Lot Width even though vehicular access will be restricted to Empire Avenue.
9. Both new lots meet the minimum Lot and Site Requirements for Single Family Dwellings.
10. Due to existing steep grades, limited sight lines, proximity of existing curb cuts on Crescent Tram and its narrow street width, the applicant has been encouraged by the City to access the lots from Empire Avenue and has submitted a simultaneous request for a Conditional Use Permit (CUP) to locate a shared driveway over the City’s Platted Unbuilt Right-of-Way in order to provide vehicular access to the two lots from Empire Avenue and not Crescent Tram.
11. Existing gravel areas on both the north and south side of the shared concrete driveway are noted to be removed.
12. The proposal allows for adequate snow storage.
13. The intersection of the shared driveway and Empire Avenue is roughly perpendicular which is an improvement compared to the existing conditions.
14. The proposed driveway width of 15 feet complies with the minimum requirement specified in LMC Section 15-3-3 (H).
15. The proposed driveway is spaced approximately 33 feet from the nearest existing driveway and approximately 122 feet from the intersection of Empire and Crescent Tram.
16. The maximum slope of the driveway is shown to be 12%.
17. Based on the facts listed above and the challenges of access from Crescent Tram, the Engineering Division approves a slope greater than 2% within the transition area noted in LMC Section 15-3-3, General Parking Area and Driveway Standards.
18. It is expected that the applicant will also need to seek a Steep Slope Administrative CUP and submit Historic District Design Review applications for the proposed houses as development progresses.
19. The Subdivision does not preclude the creation of a future pedestrian connection on PCMC Parcel PC-364-A-X, immediately south of the subject property, connecting Empire Avenue to the Crescent Tram pedestrian pathway.

Conclusions of Law – 802 Empire Avenue – Subdivision

1. There is Good Cause for the Subdivision which created two developable lots in keeping with development patterns in the surrounding neighborhood.
2. The Subdivision is consistent with the 2014 Park City General Plan and the Park City Land Management Code including Sections 15-7.1-3(C) and 15-12-15(B)(4) and

(9) and applicable State Law regarding Subdivision Plats.

3. Neither the public nor any person will be materially injured by the proposed Subdivision.

4. Approval of the Subdivision does not adversely affect the health, safety, and welfare of the citizens of Park City.

Conditions of Approval – 802 Empire – Subdivision

1. The City Planner, City Attorney, and City Engineer will review and approve the final form and content of the Subdivision Plat for compliance with State Law, the Land Management Code, and the Conditions of Approval, prior to recordation of the Plat.

2. The applicant will record the Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one (1) years' time, this approval for the Plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.

3. A Plat Note shall indicate that both lots shall have vehicular access from Empire Avenue only.

4. The City Engineer shall review and approve all grading, utility installation and public improvements prior to building permit issuance.

5. The grade of the proposed shared drive shall not exceed 10% within the platted unbuilt right of way.

6. Backing out of the shared drive shall be forbidden. A swept path analysis showing a vehicle turn-around from both lots shall be provided to the City Engineer for review prior to building permit issuance.

7. If necessary, a separate encroachment agreement for the portion of shared drive encroaching on PCMC Parcel PC-364-A-X will be required prior to building permit issuance.

8. No parking or obstacles shall be permitted within the portion of shared driveway located within the platted unbuilt right of way.

9. Neither the shared driveway nor the future houses shall prohibit pedestrian access of a future 8th Street public pathway, located just south of the 802 Empire Avenue Subdivision, connecting Empire Avenue to the Crescent Tram pedestrian pathway.

10. The applicant or his assignees will not oppose, and will work with the City, if it is determined that a staircase or other form of public access connecting Crescent Tram to Empire Avenue, adjacent to the subject property, is determined to be appropriate at some point in the future. The applicant agrees to include an offer of dedication for the connection if requested by the City Engineer on the applicable future application.

11. No building permit may be issued until City Council approval of an Encroachment Agreement for the driveway located within the Public Right-of-Way.

12. If at some point in the future Empire Avenue is re-aligned, the applicant will be responsible for the removal of all portions of the driveway within the ROW at their

sole expense and in an expeditious manner (within 90 days of written notice).

13. Prior to the issuance of a building permit, a Construction Mitigation Plan that includes consideration of how construction related parking will be managed shall be submitted to the Building, Engineering and Planning Departments for review and approval.

14. A Plat Note shall indicate that no height exemptions from the Land Management Code shall be permitted for any buildings within the 2-Lot Subdivision.

15. A Plat Note shall indicate that no vehicular access gates shall be permitted within the 2-Lot Subdivision.

Findings of Fact – 802 Empire - CUP

1. The subject property is located at 802 Empire Avenue in the Historic Residential (HR-1) Zoning District.

2. The site is currently vacant of structures and the applicant has submitted a simultaneous Subdivision Plat to create two developable lots.

3. The applicant is requesting to construct a shared private driveway within the Platted Unbuilt City Right of Way of Empire Avenue.

4. Although these lots are considered “through-lots” the applicant has been encouraged by the City to limit vehicular access to Empire Avenue only due to the road geometrics, sight lines and grade of Crescent Tram.

5. A Historic District Design Review (HDDR) application is required for any development on the proposed Lots.

6. A Steep Slopes Administrative CUP will also be required prior to development.

7. Per LMC 15-3-5, the proposal is subject to the standards for private driveways within platted, unbuilt city streets.

8. Per LMC 15-1-10(E), the proposal is subject to review according to the Conditional Use Permit Criteria.

9. The proposal complies with LMC 15-3-5(A) as the proposed driveway will not exceed ten percent (10%) Slope within the platted unbuilt right of way.

10. The proposal complies with LMC 15-3-5(B) as the proposal allows for adequate snow storage on both sides of the driveway.

11. The proposal complies with LMC 15-3-5(C) as the applicant is proposing to construct the driveway out of concrete.

12. The proposal complies with LMC 15-3-5(D) as the driveway does not pre-empt any existing physical parking and the platted Street has not been improved to provide Public parking. The parking for the proposed two lots will be on site and no parking will be allowed in the proposed shared driveway.

13. The proposal complies with LMC 15-3-5(E) as the applicant designed the driveway proposal after discussion with the City Engineer who has reviewed and approved the proposed plan. No retaining walls are proposed.

14. The proposal complies with LMC 15-3-5(F) as the applicant has been approved for a Conditional Use Permit.
15. The proposal complies with LMC 15-3-5(G) as the applicant will record an encroachment agreement for the driveway prior to issuance of a Building Permit for the proposed driveway.
16. The proposal complies with LMC 15-3-5(H) as plans will be reviewed by the City Engineer prior to issuance of a building permit.
17. There are no unmitigated impacts to LMC 15-1-10(E)(1) size and location of the site.
18. There are no unmitigated impacts to LMC 15-1-10(E)(2) as Empire Avenue has sufficient capacity to accommodate two additional Single-Family Dwellings.
19. There are no unmitigated impacts to LMC 15-1-10(E)(3) as all utilities can be available to the site.
20. There are no unmitigated impacts to LMC 15-1-10(E)(4) as Empire Avenue offers sufficient access for emergency vehicles and the proposed driveway does not change this.
21. There are no unmitigated impacts to LMC 15-1-10(E)(5) as per LMC 15-2.2-4, as parking for each lot will be on site and no parking or obstructions will be allowed in the City's platted unbuilt Right-of-Way.
22. There are no unmitigated impacts to LMC 15-1-10(E)(6) internal vehicular and pedestrian circulation system. Vehicular access will be from Empire Avenue and the lots are of sufficient size to allow for sufficient pedestrian circulation. The Submitted turning radius analysis shows that cars can exit the site facing forward.
23. There are no unmitigated impacts to LMC 15-1-10(E)(7) as no fencing screening or landscaping will be allowed in the City's Right-of-Way.
24. There are no unmitigated impacts to LMC 15-1-10(E)(8) as any proposed development will be subject to the City's Historic District Design Guidelines and Review Process.
25. There are no unmitigated impacts to LMC 15-1-10(E)(9) usable Open Space as there are no proposed Buildings within the unbuilt Right of Way and the historical encroachment on the adjacent City parcel will be reduced in size and the area where gravel will be removed will be restored with native grass. Any development on the proposed lots will be subject to the City's Land Management Code and HRRD process.
26. There are no unmitigated impacts to LMC 15-1-10(E)(10) signs and lighting as any development on the proposed lots will be subject to the City's Land Management Code including signs and lighting.
27. There are no unmitigated impacts to LMC 15-1-10(E)(11) as the proposed lot sizes are compatible with the surrounding neighborhood and an HDDR Application will be required to ensure that the physical design and architectural detailing are compatible with the surrounding neighborhood and HR-1 District.
28. There are no unmitigated impacts to LMC 15-1-10(E)(12) as no noise or odors are

expected beyond what is typical and expected for two Single Family Dwellings
29. There are no unmitigated impacts to LMC 15-1-10(E)(13) as no delivery or service vehicles are expected beyond what is typical and expected for two Single Family Dwellings.

30. There are no unmitigated impacts to LMC 15-1-10(E)(14) as it is expected that the proposed lots will be developed with Single Family Dwellings.

31. There are no unmitigated impacts to LMC 15-1-10(E)(15) as the proposed improvements will be appropriately graded and reviewed thoroughly through the HDDR and Building Permit Review Process.

32. This proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan including Objective 15B: Maintain the character, context and scale of local historic districts with compatible infill development. Any proposed development on the Lots will be compatible with the Historic District Design Guidelines and surrounding neighborhood context. These guidelines guide infill development to ensure that development is compatible in the neighborhood context.

33. Existing gravel areas on both the north and south side of the shared concrete driveway are noted to be removed and will be restored with native grass.

34. The intersection of the shared driveway and Empire Avenue is roughly perpendicular to the street which is an improvement compared to existing conditions.

35. The proposed driveway width of 15 feet complies with the minimum requirement specified in LMC Section 15-3-3 (H).

36. The proposed driveway is spaced approximately 33 feet from the nearest existing driveway and approximately 122 feet from the intersection of Empire and Crescent Tram.

37. The maximum slope of the driveway is shown to be 10% within the platted unbuilt right of way and 12% on the applicant's property.

38. Based on the facts listed above and the challenges of access from Crescent Tram, the Engineering Division approves a slope greater than 2% within the transition area noted in LMC Section 15-3-3, General Parking Area and Driveway Standards.

39. The Findings in the Analysis section of this report are incorporated herein.

40. This project was reviewed simultaneously with the proposed subdivision of 802 Empire Avenue, PL-18-03949, which has its own set of Findings of Fact, Conclusions of Law, and Conditions of Approval.

Conclusions of Law - 802 Empire - CUP

1. The Conditional Use Permit application complies with all requirements of the LMC and satisfies all Conditional Use Permit review criteria as established by the LMC 15-1-10 and LMC 15-3-5.

2. The Conditional Use Permit, as conditioned, will allow for development that is compatible with surrounding structures in use, scale, mass and circulation; and

3. The effects of any differences in use or scale have been mitigated through careful planning.

Conditions of Approval - 802 Empire - CUP

1. All Standard Project Conditions shall apply.
2. The City Engineer shall review and approve all grading, utility installation and public improvements prior to building permit issuance.
3. The grade of the proposed shared drive shall not exceed 10% within the platted unbuilt right of way.
4. Backing out of the shared drive shall be forbidden. A swept path analysis showing a vehicle turn-around from both lots shall be provided to the City Engineer for review prior to building permit issuance.
5. If necessary, a separate encroachment agreement for the portion of shared drive encroaching on PCMC Parcel PC-364-A-X is required prior to building permit issuance.
6. The applicant shall restore the gravel parking area that is proposed to be removed from Parcel PC-364-A-X, with native grass.
7. No parking or obstructions shall be permitted within the portion of shared driveway located within the platted unbuilt right of way.
8. The shared driveway shall not prohibit pedestrian access of a future 8th Street public stairway, located just south of the 802 Empire Avenue Subdivision, connecting the Crescent Tram pedestrian access to Empire Avenue.
9. No building permit may be issued until City Council approval of an Encroachment Agreement for the driveway located within the Public Right-of-Way.
10. If at some point in the future Empire Avenue is re-aligned, the applicant will be responsible for the removal of all portions of the driveway within the ROW at their sole expense and in an expeditious manner (within 90 days of written notice).
11. Prior to the issuance of a building permit, a Construction Mitigation Plan that includes consideration of how construction related parking will be managed shall be submitted to the Building, Engineering and Planning Departments for review and approval.

The Planning Commission Meeting adjourned at 9:40 p.m.

Approved by Planning Commission: _____

An aerial photograph of a mountain town, likely Park City, Utah, covered in a thick layer of snow. The town is nestled in a valley, with numerous buildings and houses visible. The surrounding mountains are also covered in snow, and the overall scene is serene and wintry.

PCMR BASE AREA WORK SESSION

Request to Amend the 1998 Development Agreement

Planning Commission Meeting June 10, 2020

Scope of Review

- Proposed project meets MPD Modifications definition
- Stipulated Scope of Review- **Draft until agreed to**
 - Density is vested from 1998 DA – **not being re-reviewed**
 - Setbacks/Building Height – **Current LMC**
 - Housing and Parking Requirements – **Blend of prior obligations and current LMC**
 - Traffic and Transportation – **Current LMC**



Outstanding

1. The amount of parking SF that is located above grade and that contributes to the mass or Development Floor Area Ratio of the project;
 2. Vertical and horizontal articulation of proposed buildings in compliance with LMC Section [15-5-8, Façade Lengths and Variations](#);
 3. Confirmation of the UE Calculations;
 4. Quantify the amount of Residential Accessory Use, Residential Support Commercial Use, and Resort Accessory Use in the submitted application in comparison of the 1998 DA and current LMC.
- Due by June 12, 2020
 - Site visit tentatively scheduled for July 8, 2020



Public Input

- Will be addressed as project is reviewed topically, beginning in July
- E-comments
- Recent emails



Proposed Schedule

Date	Anticipated Agenda
July 8, 2020	Planning Commission Site Walk
July 22, 2020	Planning Commission Public Hearing Architectural, Site and Landscape Design Exceptions to Height and Setback Requirements Opportunity for public input
July 30, 2020	City Council Public Hearing Affordable Housing Mitigation Plan
August 26, 2020	Planning Commission Public Hearing Transit and Connectivity, Traffic, Parking and Circulation Recap of July 30 City Council Public Hearing on the Housing Mitigation Plan Opportunity for public input
September 23, 2020	Planning Commission Public Hearing Utilities and Project Phasing Plan Sustainability Other topics that come up or remain open Opportunity for public input
October 22, 2020	Public Hearing Final topics/review of any plan revisions Review of Draft Findings of Fact and Conditions of Approval Opportunity for public input Planning Commission Vote
November 2020	HOLD



PLANNING COMMISSION

June 10, 2020

MUNICIPAL CODE AND LAND
MANAGEMENT CODE AMENDMENTS(LMC)
FOR WILDLAND URBAN INTERFACE (WUI)

WUI

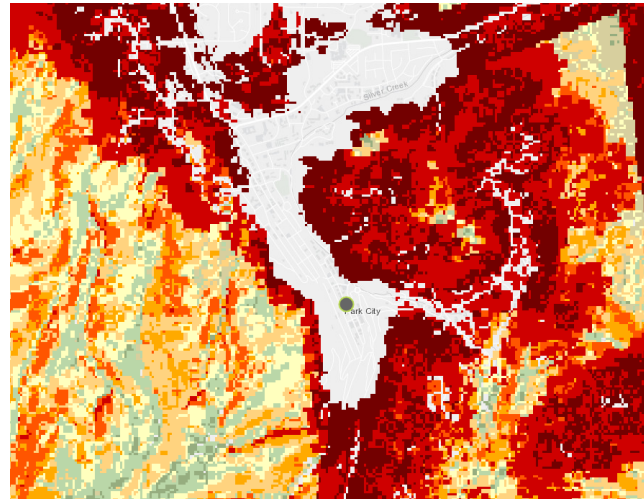
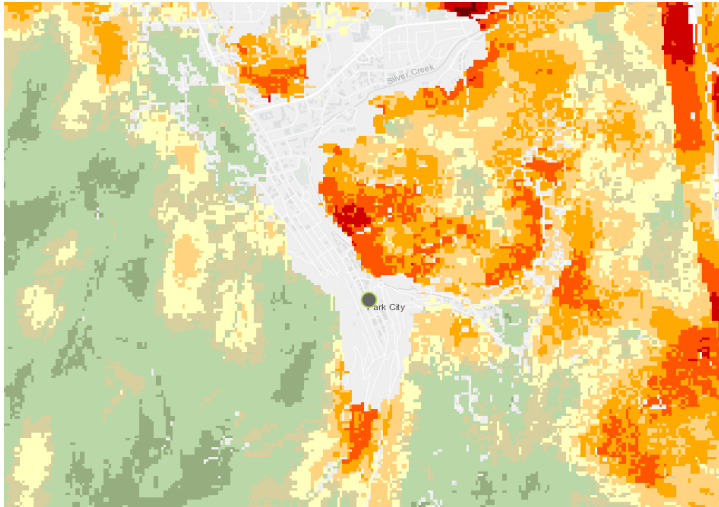
1898 Fire in Park City



Images courtesy of Park City Museum

WUI

Wildfire Risk Vs. Effect



Images courtesy of Utah Department of Natural Resources Wildfire Risk Assessment Portal Map Viewer

WUI

Amendment Topics

- Administration
- Enforcement and Inspections
- Definitions
- Home Hardening
- Vegetation Management
- Maintenance/Acceptance of Existing Plans
- Plant List and Landscaping Plans
- Applicability to Sensitive Lands Overlay (SLO) Zone, Master Planned Developments (MPD), Annexations

— ADMINISTRATION —

- Clarity between Building Code and Fire Code
- When WUI applies to properties
- When modifications may be granted by the City



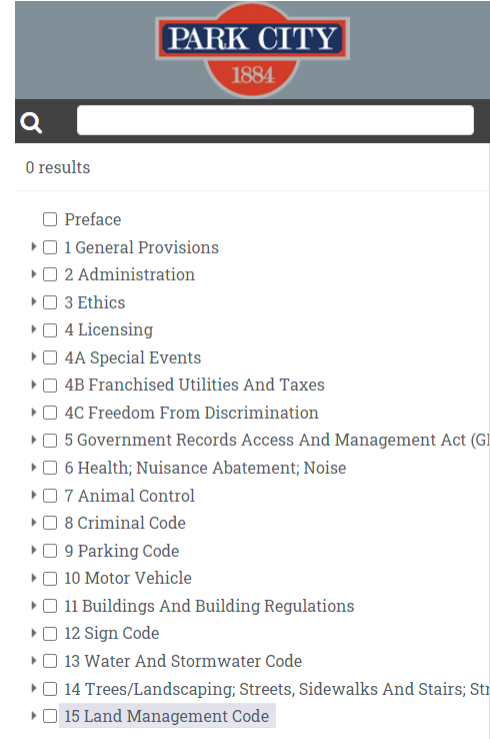
Images courtesy of Heather Wasden

— ENFORCEMENT AND INSPECTIONS —

- Provides authority to the Fire Code Official to determine circumstances that require modification or exemptions to the WUI Code.
- Code Enforcement will be complaint-based for existing, developed Sites. Emphasize education.
- New developments are to comply - SLO, MPD, Annexations
- Work with resorts and open space areas in the future

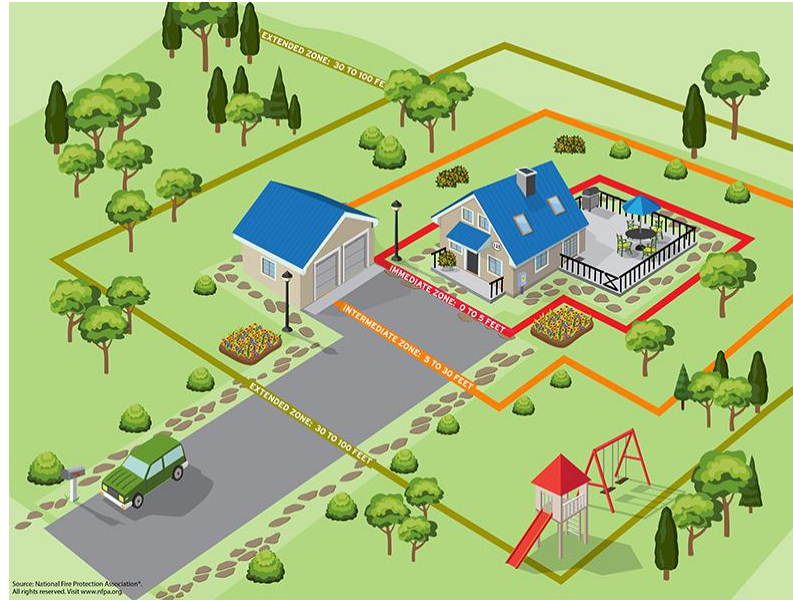
— DEFINITIONS —

Clarity and consistency between the Municipal and Land Management Codes, and industry standards.



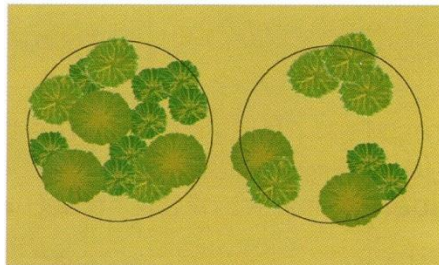
— HOME HARDENING —

Specific practices to reduce the threat of structure ignition during a fire brand or ember storm

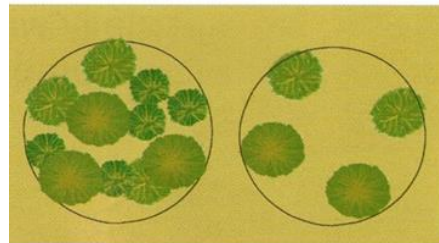


— VEGETATION MANAGEMENT —

Identification of ignition zones, and prescribed vegetation and fuel modification techniques to reduce the threat of wild fire.



Clumping



Thinning

— MAINTENANCE/ ACCEPTANCE OF EXISTING PLANS —

- Who is responsible for maintaining a property's vegetation and Structures.
- What aspects should be maintained.
- Existing, platted Limits of Disturbance will need to be maintained.

- Clean roofs and gutters of dead leaves, debris and pine needles that could catch embers
- Replace or repair any loose or missing shingles or roof tiles to prevent ember penetration
- Reduce embers that could pass through vents in the eaves by installing 1/8 inch metal mesh screening
- Clean debris from exterior attic vents and install 1/8 inch metal mesh screening to reduce embers
- Repair or replace damaged or loose window screens and any broken windows
- Screen or box-in areas below patios and decks with wire mesh to prevent debris and combustible materials from accumulating
- Move any flammable material away from wall exteriors - mulch, flammable plants, leaves and needles, firewood piles - anything that can burn
- Remove anything stored underneath decks or porches

VISIT [FIREWISE.ORG](https://www.firewise.org) FOR MORE DETAILS

Image by NFPA, with funding from USDA Forest Service



PLANT LIST AND LANDSCAPING PLANS

- Update to the plant list that exists in Municipal Code Section 14-1-5 to be a reference for staff and community members as plant materials that may be used in a Firewise landscape plan.

- LMC to reference WUI standards of Municipal Code 11-21.
- Significant Vegetation a priority, but Planning Director and Fire Code Official can determine if vegetation can be maintained or removed.

SENSITIVE LANDS OVERLAY, MASTER PLANNED DEVELOPMENTS, ANNEXATIONS

Put in place regulations for each of these types of developments, regarding WUI standards of Municipal Code Title 11-21 and connecting said standards to the Land Management Code.



Images courtesy of Heather Wasden

— EXAMPLES OF APPLICABILITY TO PROPERTIES —

- Historic District Sites generally exempt
- Existing, developed properties generally exempt - education available and encouraged. City won't regulate backwards.
- Undeveloped Lot proposing Single Family Dwelling and landscaping shall comply.
- Remodels of \$50,000 or more generally shall comply.
- Proposed Subdivisions, Master Planned Developments, Annexations shall comply.
- Subdivisions with platted Limits of Disturbance to be evaluated by Fire Code Official and Planning Director.

— OUTREACH —

- Social media and website posts
- HOA one-on-one meetings and assessments
- PCFD hosted HOA and community member meetings
- Mailers sent to P.O. boxes within Park City
- HOA and community member Zoom discussion
- Partner with PCFD on informing community members about property assessments.
- See Exhibit C for Outreach Plan



— PLANNING COMMISSION CONSIDERATION —

- Community Wildfire Protection Plan (CWPP) and/or 5-10 year management plans
- If the City should require these and how we determine who needs to have them

State of Utah

Community Fire Planning

For the Wildland – Urban Interface

Workbook

Protecting Life, Property, and
Community Values
Through
Community-Based Planning

DATE: June 13, 2013



Department of Natural Resources
Division of Forestry, Fire and State Lands
1594 W North Temple, PO Box 145703, Salt Lake City, UT 84114-5703



THANK YOU

Proposed Code Amendments are to create custom WUI Code that works toward better protecting Park City's unique natural and built environment from a wildfire.

Questions or comments?

Dave Thacker, Chief Building Official – dave.thacker@parkcity.org

Liz Jackson, Planner – liz.jackson@parkcity.org



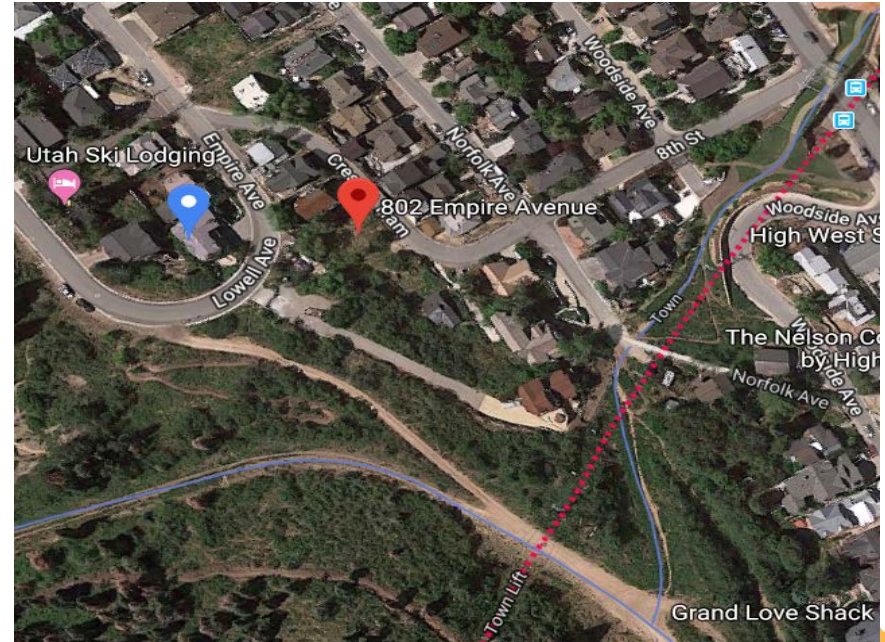
802 Empire Avenue

2-Lot Subdivision & CUP

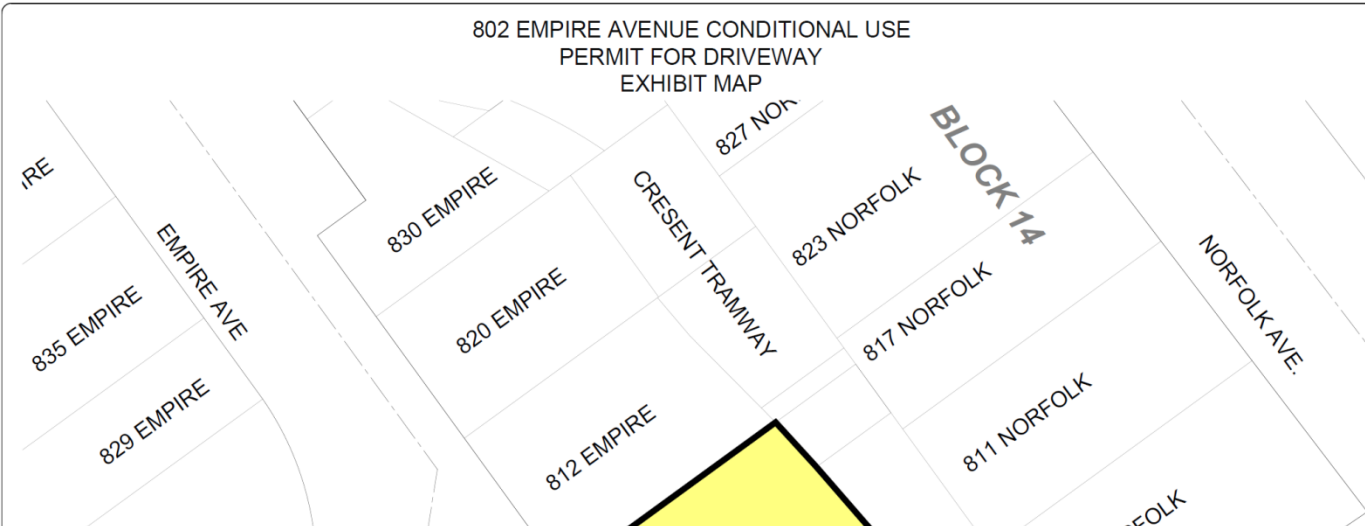
June 10, 2020

Background

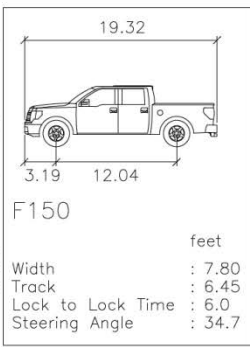
- Combine 7 vacant parcels into a new 2-lot Subdivision
- Simultaneously seeking CUP to locate a shared driveway over platted unbuilt ROW
- Steeply sloped lots slope down from Empire Avenue to Crescent Tram with frontage on both lots
- Lots vacant of any structures
- Last public hearing was 5/13/2020



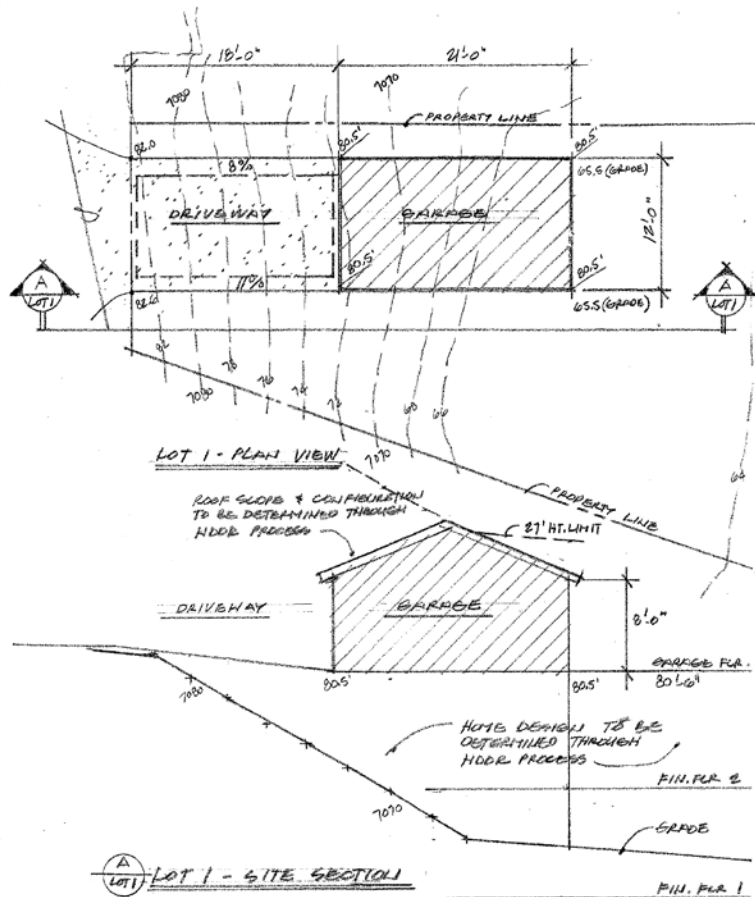
Subdivision and CUP



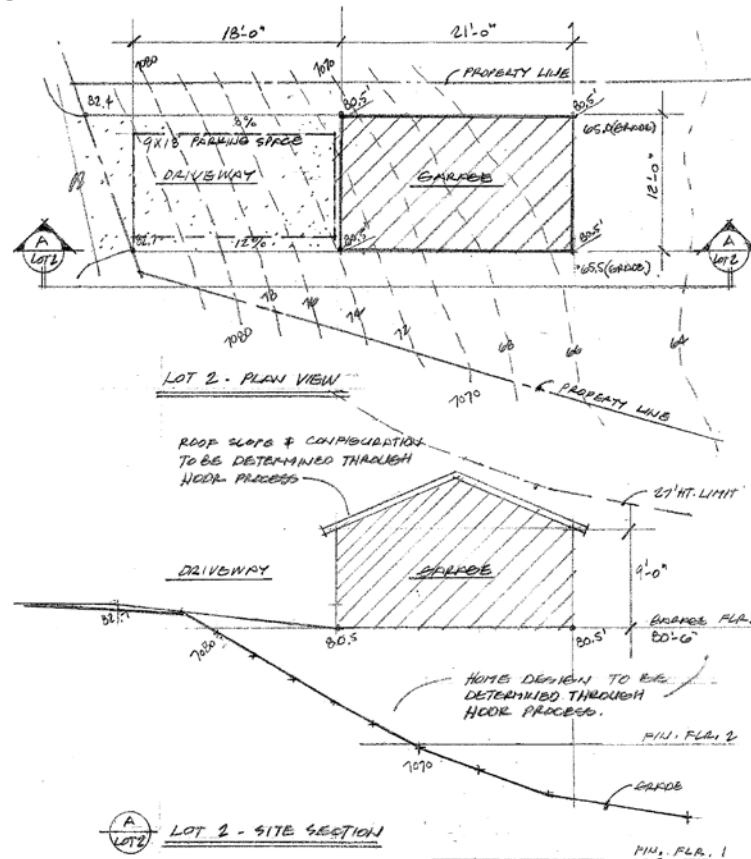
TURNING RADIUS EXHIBIT
LOT 1 & 2 ENTRY & EXIT
PROPOSED DESIGN



Height



Garage and Driveway Exhibit – Lot 1
802 Empire Avenue, Park City, Utah



Garage and Driveway Exhibit – Lot : 546
802 Empire Avenue, Park City, Utah

Potential Staircase

Proposed 2-lot Subdivision does not preclude a future pedestrian connection between Empire Avenue and the Crescent Tram pedestrian Pathway.



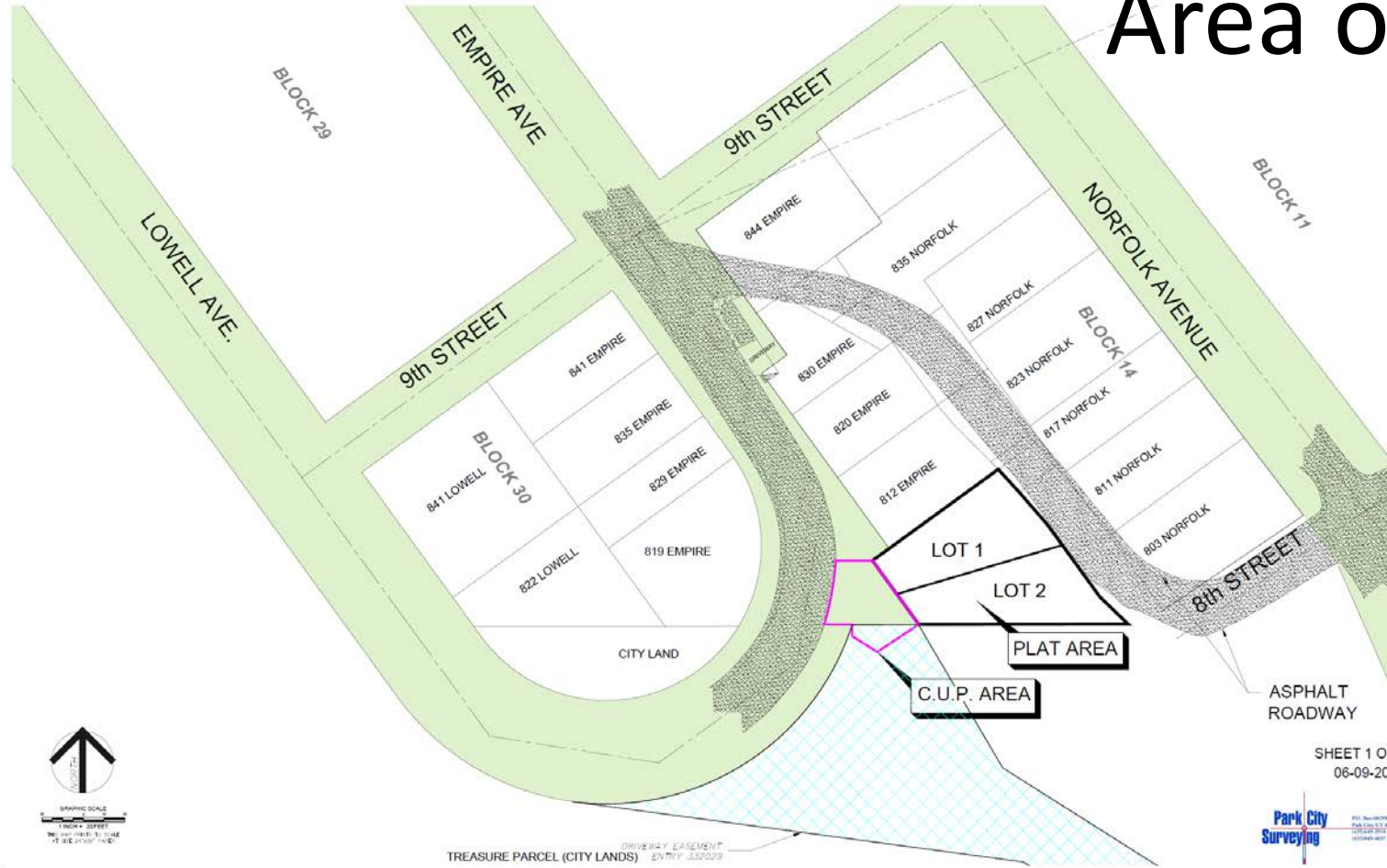
Potential 8th Street Stairs
(no current plans) shown in
green on City owned land
connecting Crescent Tram
path to Empire Avenue.

Subdivision Findings and Recommendations

- Staff finds there is good cause for this 2-lot Subdivision. Subdivision will create two legal lots of record and both lots meet the Lot and Site Requirements of the Historic Residential District and development patterns of the surrounding neighborhood. This Subdivision will encourage construction of contextually compatible structures that contribute to the character and scale of the Historic District and maintain the existing residential neighborhood context and will be subject to the City's HDDR process. The Subdivision is consistent with the Park City Land Management Code, does not adversely affect the health, safety and welfare of the citizens of Park City, and meets the purpose of the HR-1 District.
- Staff recommends the Planning Commission review the Subdivision Plat, hold a Public Hearing, and consider forwarding a positive recommendation to the City Council based on the Findings of Fact, Conclusions of Law, and Conditions of Approval subject to the draft Ordinance.

802 EMPIRE AVENUE CONDITIONAL USE PERMIT FOR DRIVEWAY
EXHIBIT MAP

Area of CUP



802 EMPIRE AVENUE CONDITIONAL USE
PERMIT FOR DRIVEWAY
EXHIBIT MAP

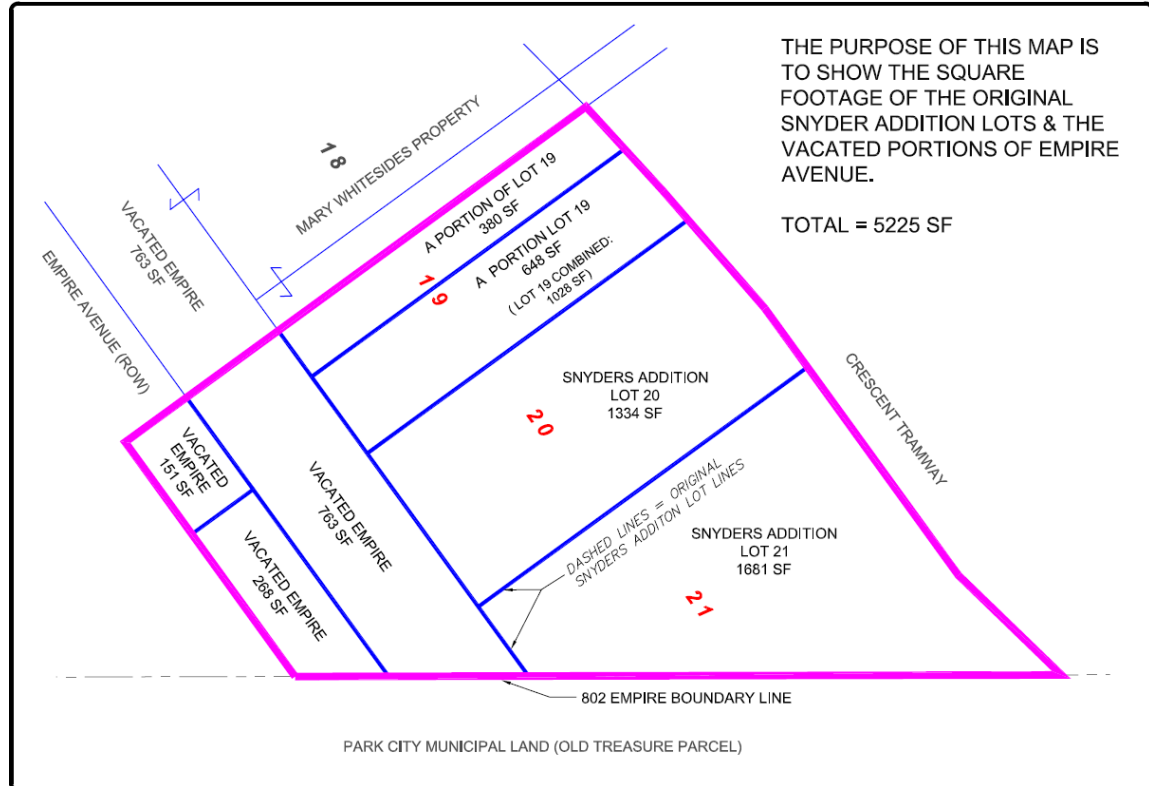


CUP Findings and Recommendations

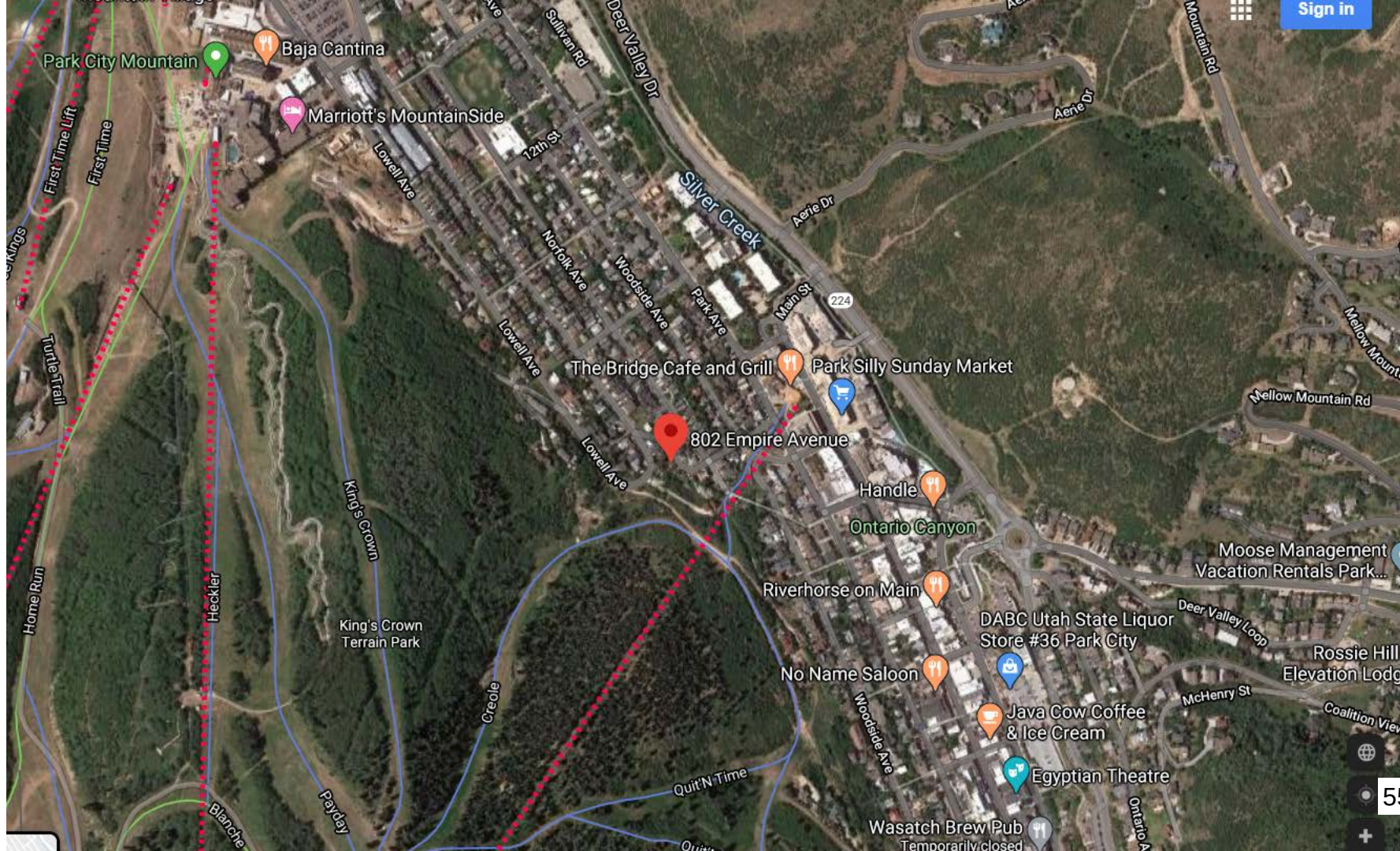
- Staff finds there is good cause for this CUP for the construction of a shared driveway over platted unbuilt Empire Avenue as conditioned. It will allow for development that is compatible with surrounding structures in use, scale, mass and circulation. The effects of any differences in use have been mitigated through careful planning.
- Staff recommends the Planning Commission review the CUP, hold a Public Hearing, and consider approving the CUP based on the Findings of Fact, Conclusions of Law, and Conditions of Approval.

Existing Parcels

Parcel ID	Parcel	Lot Size (SF)
SA-145-A-2	Portion of Lot 19	380.3
	Portion of Lot 19	647.8
SA-145-A	Lot 20	1,334.3
	Lot 21	1,681.1
	Vacated Empire	762.8
SA-145-EA-1	Vacated Empire	151.1
	Vacated Empire	268.4
Total		5,225.8

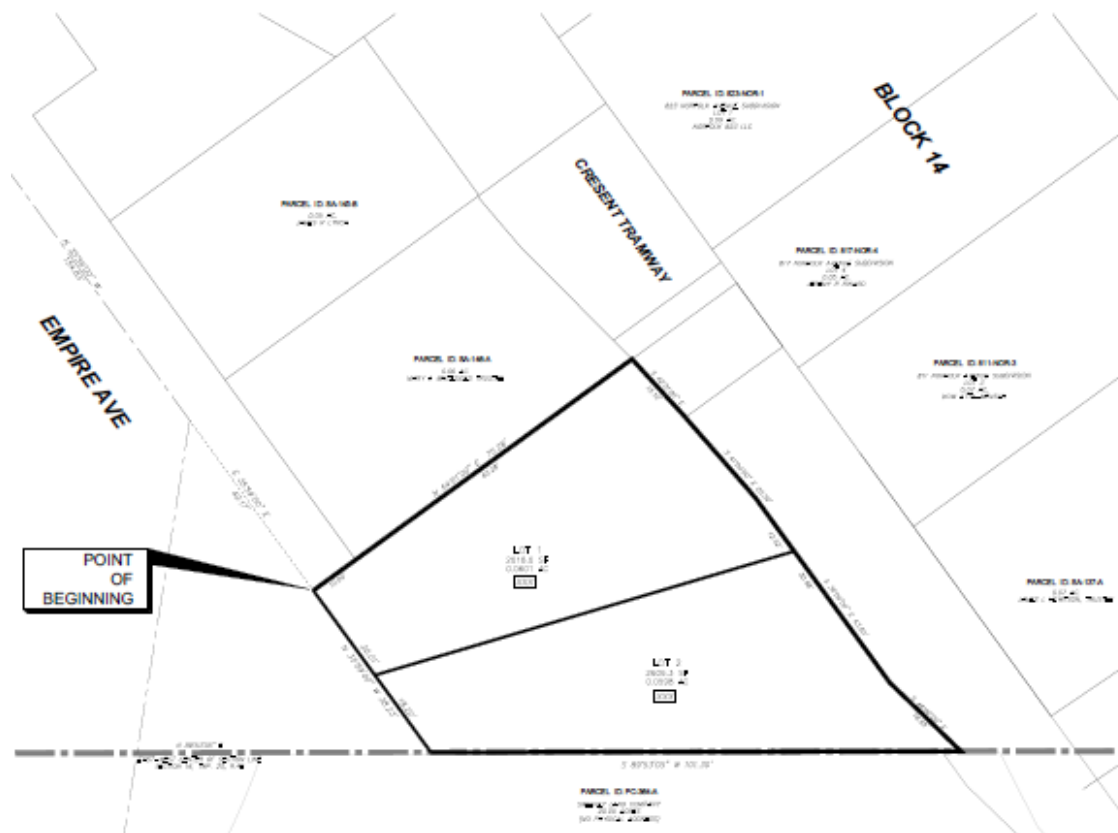


Park City Surveying www.parkcitysurveying.com	802 EMPIRE ORIGINAL SNYDERS ADDITION LOT SF CALCULATIONS FOR OLD TOWN LANDS, LLC
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Proposed Site Plan

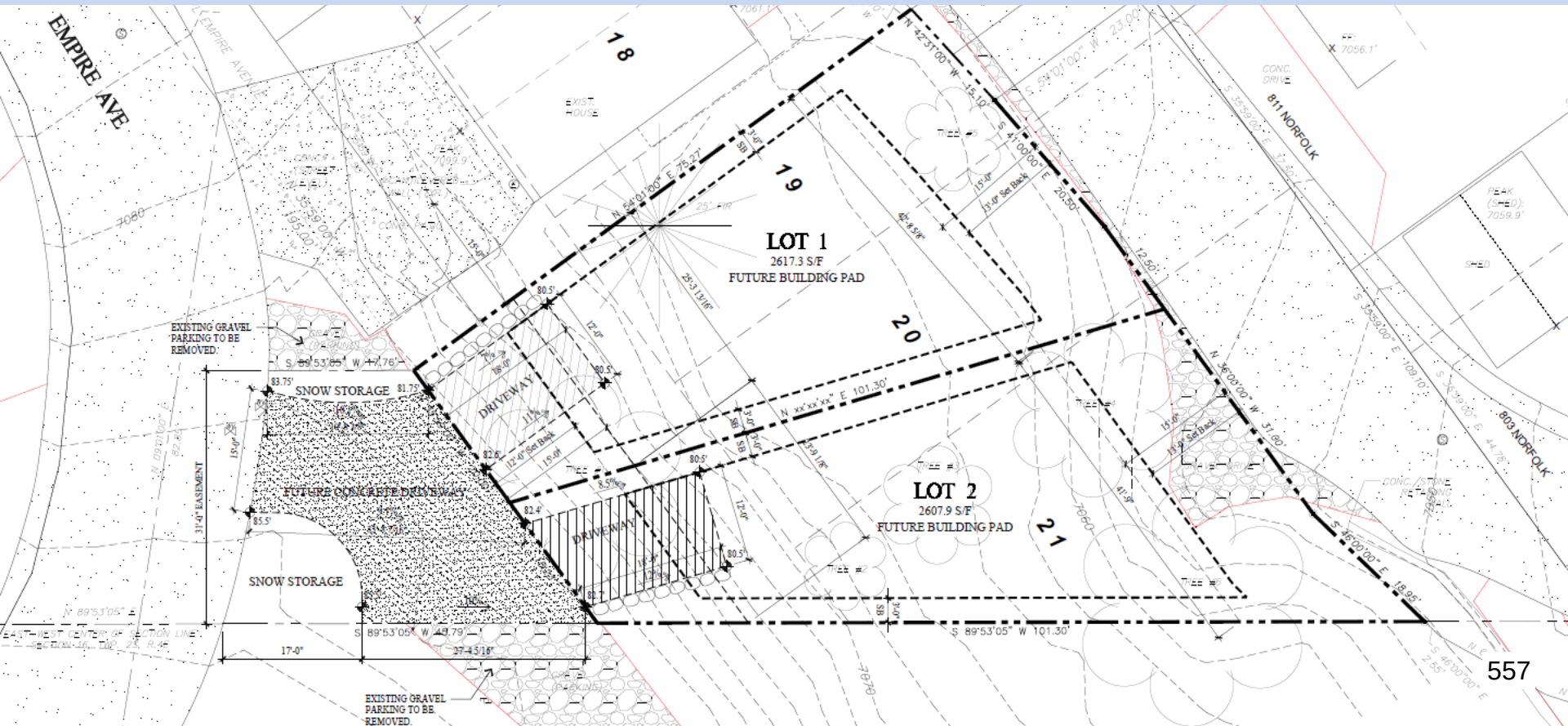


Vegetation

As was noted at the February 12, 2020 hearing, the HDDR application, which will be required for each lot as development progresses, requires a landscape plan which will need to show how loss of existing vegetation will be mitigated.



Based on the difficulties of access off of Crescent Street the Engineering Department is approving a slope greater than 2% within the transition area noted in LMC Section 15-3-3 General Parking Area And Driveway Standards. Findings and Conditions from the Engineering Memorandum have been incorporated in to the Findings (11-16) and Conditions (5-9) section of the Draft Ordinance.



Lot and Site Requirements

Zone Allowance:	HR-1	Lot 1	Proposed Lot 2
Lot Size	1,875 SF	2,617 SF	2,607 SF
Lot Width	25 Feet	48.1 Feet	49.9 Feet
Setbacks Min. Front /Rear Setback Crescent Tram Min. Front Setback Empire Avenue Min. Side Setback	Min. 12 ft./Total 25 ft. Min. 12 ft./Total 25 ft. 3 ft./Total 6 ft.	Must Comply	Must Comply
Building Height	27 ft. from existing grade	Must Comply	Must comply
Allowable Footprint		1,129 SF	1,125 SF

Neighborhood Lot Size Analysis			
Address	Lot Size		
830 Empire	0.03	1,307	
829 Empire	0.04	1,742	
820 Empire	0.05	2,178	
817 Norfolk	0.05	2,178	
812 Empire	0.06	2,614	
827 Norfolk	0.06	2,614	
841 Empire	0.06	2,614	
835 Empire	0.06	2,614	
844 Norfolk	0.07	3,049	
803 Norfolk	0.08	3,485	
822 Lowell	0.08	3,485	
823 Norfolk	0.09	3,920	
819 Empire	0.09	3,920	
835 Norfolk	0.1	4,356	
811 Norfolk	0.11	4,792	
729 Norfolk	0.12	5,227	
841 Lowell	0.13	5,663	
713 Norfolk	0.15	6,534	
732 Crescent Tram	0.15	6,534	
808 Empire	0.16	6,970	
Average Lot Size	0.087	3,790	Median 2,831
802 Empire Existing	0.12	5,227	
		<u>Lot 1</u>	<u>Lot 2</u>
802 Empire Proposed	0.06	2,617	2,607

Neighborhood Context

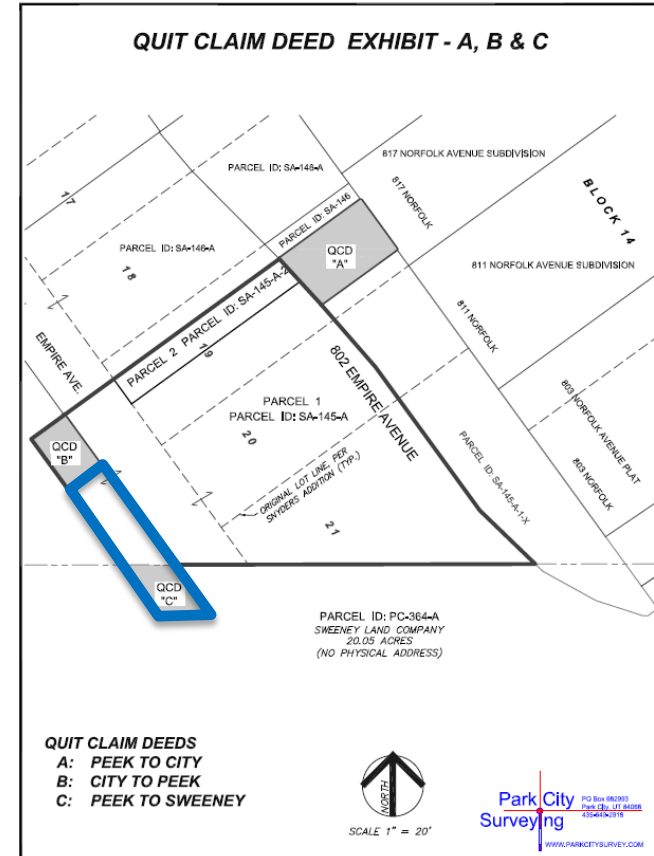
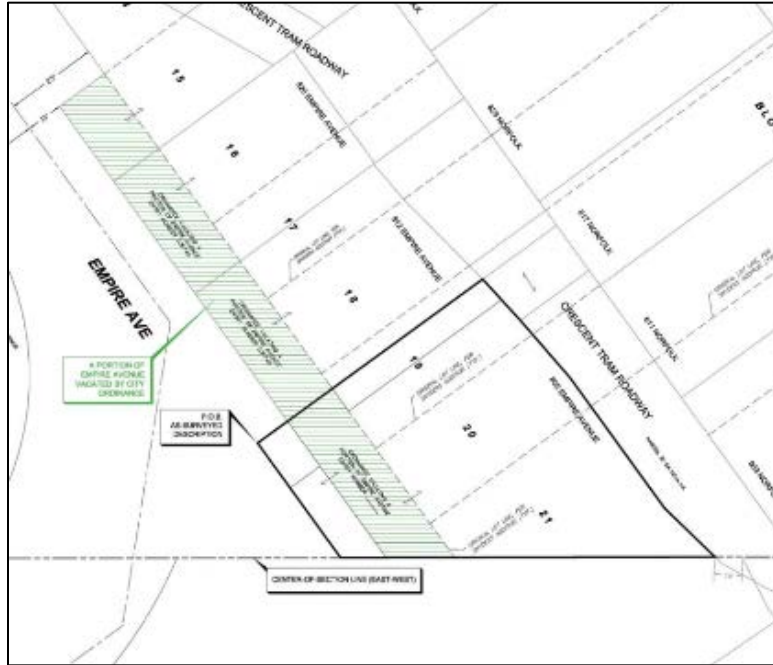
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Proposed 2-lot Subdivision does not preclude a future pedestrian connection between Empire Avenue and the Crescent Tram pedestrian Pathway.



Potential 8th Street Stairs
(no current plans) shown in
green on City owned land
connecting Crescent Tram
path to Empire Avenue.

Additional Background





MEMORANDUM

To: Alexandra Ananth, Senior Planner

From: Corey Legge, EIT, ENV-SP, Public Improvements Engineer

CC: John Robertson, PE, City Engineer

Date: May 5th, 2020

Re: 802 Empire Avenue Drive Entrance

The Engineering Department has reviewed the driveway exhibit for Lots 1 and 2 of the 802 Empire Avenue Subdivision dated February 12th, 2020. The exhibit proposes a shared driveway to encroach within Empire Avenue platted unbuilt right-of-way which requires a Conditional Use Permit (CUP). Alternatively, if a CUP is not approved each lot of the 802 Empire Avenue Subdivision may be accessed from Crescent Road.

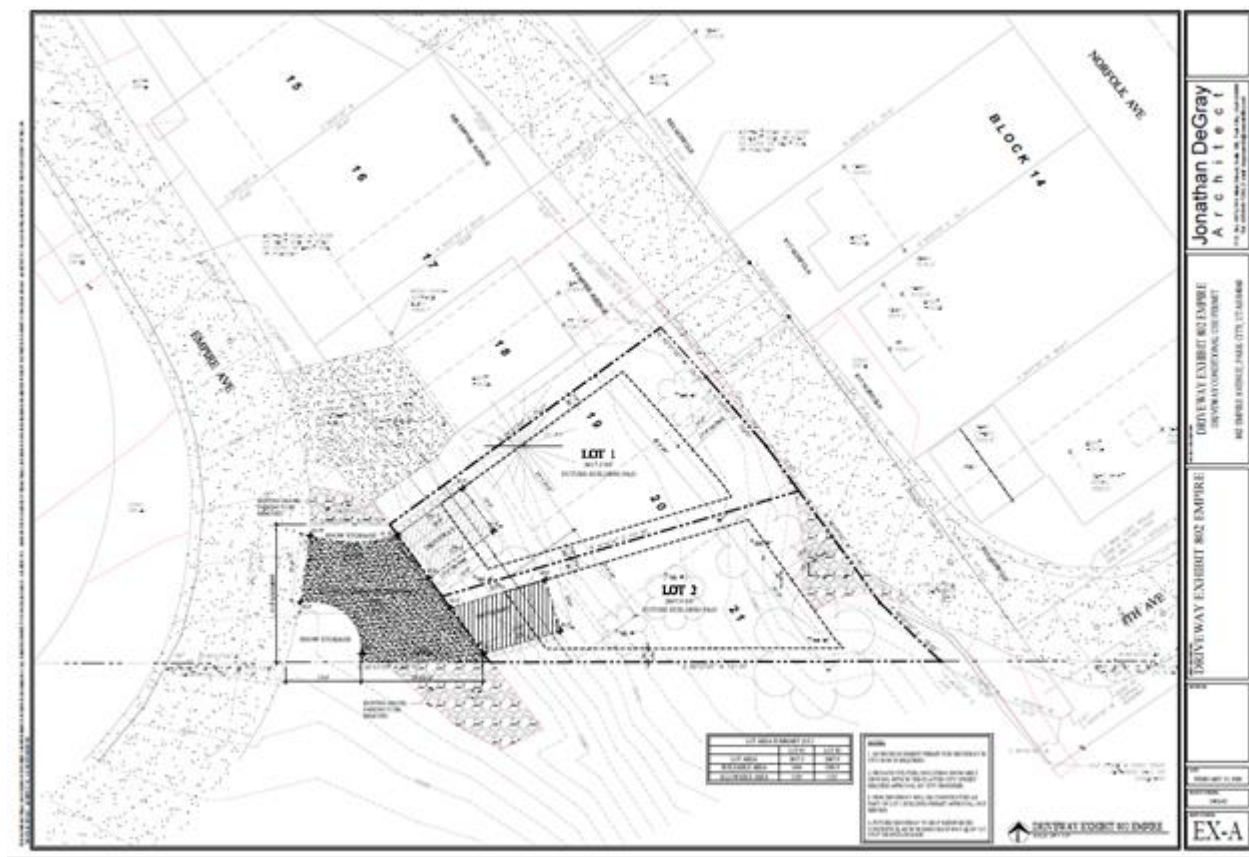


Figure 1: Proposed Driveway from Empire Avenue over Platted-Unbuilt Empire Avenue to Lot 1 and Lot 2

Existing Conditions

Crescent Road, located directly east of the proposed 802 Empire Avenue Subdivision, is a two-way street that serves as the primary southerly access to Empire Avenue and Lowell Avenue. The road slopes from Empire Avenue to 8th Street at a nine percent (9%) to seventeen (17%) grade. The road pavement width was measured to be eighteen feet (18'). The alignment of Crescent Road as it traverses the steep hillside includes two horizontal curves. Existing structures abut the roadway directly, limiting a motorist's sight distance when navigating each horizontal curve. Due to the steep grade, narrow width, and limited sight distance, unrestricted two-way traffic is not easily accommodated. Vehicles traveling downhill generally yield to vehicles travelling uphill.

On the west side of Crescent Road there are 3 existing driveways and one public trail access. There is one existing parallel off-street parking spot on the east side of the street. Due to the cross slope drainage, a high back curb and gutter is necessary on the eastern edge of the street. Unlike rolled curb and gutter, the surface width of a high back curb and gutter is not included when calculating the travel lane width.

Pertinent to the general area of the proposed shared driveway, Empire Avenue holds an eight percent (8%) grade around the horseshoe bend connecting to Lowell Avenue. The cross section features eleven foot (11') travel lanes and a two and a half foot (2.5') rolled curb and gutter on each side of the street resulting in a corridor width of twenty seven feet (27'). There is an existing gravel parking area directly at the location of the proposed shared drive. This entrance is southeast of Empire Avenue at the approximate point of horizontal curve. The gravel parking area, shown in figure 2, predates the oldest Google Earth satellite imagery from 1993.



Figure 2: Existing gravel parking area pictured from Empire Avenue

The existing gravel parking area slopes away from Empire Avenue at a measured ten and a half percent (10.5%) grade. The angle between the bend of Empire Avenue and the alignment of the gravel parking area is quite skew. A large berm exists on the western side of the existing gravel parking area. A motorist would find it difficult to back out of the existing gravel parking area due to the intersection angle coupled with the obstructed sight line.

Analysis

Comments provided from the development review committee encouraged the applicant to seek vehicular access to both Lots 1 and 2 of the 802 Empire Avenue Subdivision from Empire Avenue rather than Crescent Road.

[LMC 15-3-3 General Parking Area and Driveway Standards](#) requires drives serving more than one Single-Family Dwelling shall provide a minimum twenty foot (20') transition Area at no greater than two percent (2%) Slope beginning at the back of the curb, or as otherwise approved by the City Engineer, in anticipation of future Street improvements. The same section of the Land Management Code requires driveways to not exceed fourteen percent (14%) slope.

Considering the following findings:

1. Existing gravel areas on both the north and south side of the shared concrete driveway are noted to be removed.
2. The proposal allows for adequate snow storage.
3. The intersection of the shared driveway and Empire Avenue is roughly normal which is an improvement compared to the existing conditions.
4. The proposed driveway width of fifteen feet (15') complies with the minimum requirement specified in [LMC 15-3-3 \(H\)](#).
5. The proposed driveway is spaced approximately thirty three feet (33') from the nearest existing driveway and approximately one hundred twenty two feet (122') from the intersection of Empire Avenue and Crescent Road.
6. The maximum slope of the drive is shown to be twelve percent (12%).

Based on the facts listed above, and the noted difficulties from an alternative access off Crescent Road outlined in the existing conditions section of this memorandum, the Engineering Department approves a slope greater than two percent (2%) within the transition area noted in the [LMC 15-3-3 General Parking Area and Driveway Standards](#).

Conclusions/Recommendations

The Engineering Department is supportive of a shared driveway within the platted unbuilt right-of-way to access Lots 1 and 2 of the 802 Empire Avenue Subdivision. However, at this stage of review the Engineering Department has the following comments:

1. The grade of the proposed shared drive shall not exceed ten percent (10%) within the platted unbuilt right-of-way.
2. Backing out of the shared drive shall be forbidden. A swept path analysis showing a vehicle turn-around from both Lots 1 and 2 shall be provided to the City Engineer for review prior to building permit issuance.
 - a. Note, the current driveway exhibit does not reasonably support this turning movement for Lot 2. In order for a motorist to turn around, it is likely the existing power pole, shown in Figure 2, will need to be relocated. In addition, the proposed shared driveway will likely need to be extended further south. This will result in a separate encroachment agreement for the portion of shared drive encroaching on PCMC owned parcel PC-364-A-X.
3. An encroachment permit for the shared driveway is required prior to building permit issuance.
4. No parking shall be permitted within the portion of shared driveway located within the platted unbuilt right-of-way.
5. The shared driveway shall not prohibit pedestrian access of a future 8th street public stairway, located just south of the proposed 802 Empire Avenue Subdivision, connecting the Crescent Tramway trail to Empire Avenue.

RECORD OF SURVEY & TOPOGRAPHIC MAP

A PARCEL OF LAND LYING WITHIN
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

NARRATIVE:

THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BOUNDARY LINES OF THE SUBJECT PROPERTY & TO OBTAIN GROUND ELEVATIONS FOR A CONTOUR MAP PRIOR TO DEVELOPMENT BY THE OWNER.

EXISTING SURVEY MONUMENTS IN ROADWAYS WERE USED TO RE-ESTABLISH THE PROPERTY CORNERS.

THE BASIS OF BEARING IS THE "SNYDERS ADDITION TO PARK CITY SURVEY" AND IS SHOWN HEREON. ALL BEARING AND DISTANCES SHOWN HEREON ARE THE EQUIVALENT OF RECORD, UNLESS NOTED.

SURVEY WORK WAS COMPLETED 01-16-2018.
VARIOUS REVISED TITLE COMMITMENT REPORTS WERE RECEIVED IN THE PROGRESS OF THIS MAP.

ELEVATION DATUM USED: ELEVATIONS ARE BASED ON AN N.G.S. VERTICAL MONUMENT "CHISELED SQUARE", WITH AN NAVD 88 ELEVATION OF 6563.44'. THIS VERTICAL BENCHMARK IS ALSO KNOWN AS PID L00236. IT IS ADJACENT TO THE RAIL TRAIL BEHIND GENEVA ROCK AND THE PARK CITY BUSINESS CENTER SUBDIVISION, NEAR QUINN'S JUNCTION, PARK CITY.

SEE SNYDERS ADDITION TO PARK CITY SURVEY PLAT FOR ANY EASEMENTS, SETBACK REQUIREMENTS, BUILDING ENVELOPES AND BUILDING LOT RESTRICTIONS. OTHER RESTRICTIONS MAY ALSO APPLY.

THE SURVEYOR HAS FOUND NO OBVIOUS EVIDENCE OF EASEMENTS, ENCROACHMENTS, OR ENCUMBRANCES ON THE PROPERTY SURVEYED, EXCEPT AS SHOWN HEREON.

EVIDENCE FOR THIS SURVEY WAS TAKEN FROM RECORDED DEEDS, RECORDS OF SURVEYS, PLATS AND PHYSICAL EVIDENCE OBTAINED IN THE FIELD. ALL FOUND EVIDENCE HAS BEEN CONSIDERED IN THE ESTABLISHMENT OF THE BOUNDARY AS SHOWN HEREON.

NOTES REGARDING THE OVERALL OLD TOWN SURVEY BEARINGS SYSTEMS:

1. THE TWO ORIGINAL MAJOR SUBDIVISION PLATS IN THE OLD TOWN AREA OF PARK CITY ARE "AMENDED PARK CITY SURVEY" AND "SNYDERS ADDITION TO PARK CITY". AS NOTED ON THE PARK CITY SURVEY MONUMENT CONTROL MAP, RECORDED NOVEMBER 02, 1982, AS ENTRY 197765, IN THE SUMMIT COUNTY RECORDERS OFFICE.
2. A BEARING DISCREPANCY EXISTS ALONG THE EAST-WEST QUARTER SECTION LINE OF SECTION 16, T2S, R4E, SALT LAKE BASE & MERIDIAN. THIS LINE IS COMMON TO THE SOUTHERN BOUNDARY OF SNYDERS ADDITION TO PARK CITY & THE NORTHERN BOUNDARY OF AMENDED PLAT OF PARK CITY.
3. THE BEARING CONSISTENT WITH SNYDERS ADDITION MONUMENTS AND BLOCKS IS N 89°53'05" E.
4. THE BEARING CONSISTENT WITH AMENDED PLAT OF PARK CITY MONUMENTS AND BLOCKS IS N 89°56'30" E.
5. THIS IS A DIFFERENCE OF 00°03'25".
6. THE BEARINGS SHOWN ON THIS SURVEY ARE CONSISTENT WITH SNYDERS ADDITION TO PARK CITY, AS ALSO SHOWN ON SHEET 2 OF 3 OF SAID BUSH & GUDGELL MONUMENT CONTROL MAP, ENTRY NUMBER 197765.

SEE "PARK CITY, UTAH MONUMENT CONTROL MAP", PREPARED BY BUSH & GUDGELL, RECORDED 11-02-1982, ENTRY 197765 IN THE SUMMIT COUNTY RECORDER'S OFFICE. BE AWARE THAT THERE ARE TWO SEPARATE BUSH & GUDGELL MONUMENT CONTROL MAPS.

ENTRY 197765, RECORDED 11-02-1982 (A 3 SHEET SURVEY)
AND
ENTRY 199887, RECORDED 12-30-1982 (AMENDMENT OF SHEET 3 OF 3 OF ENTRY 197765)

SEE ALSO "AMENDED PARK CITY SURVEY", RECORDED 11-25-1911.
SEE ALSO "SNYDERS ADDITION TO PARK CITY SURVEY", RECORDED 02-15-1912.

ALL REFERENCES TO MAPS & PLATS OF RECORD ARE IN THE OFFICE OF THE SUMMIT COUNTY, UTAH RECORDER.

TITLE COMMITMENT NUMBER 26721, EFFECTIVE DATE JANUARY 23, 2019 AT 8:00 A.M.
4TH AMENDMENT
COALITION TITLE, PARK CITY, UTAH

ITEM 9
INTENTIONALLY DELETED

ITEM 10
INTENTIONALLY DELETED

ITEM 11
(AFFECTS PARCEL 1)
THE RESERVATION AS CONTAINED IN THAT SPECIAL WARRANTY DEED FROM UNITED PARK CITY MINES COMPANY, A DELAWARE CORPORATION, GRANTOR, TO A. T. PATTERSON, GRANTEE, RECORDED NOVEMBER 27, 1967, AS ENTRY NO. 106180, IN BOOK M13, AT PAGE 612, SUMMIT COUNTY RECORDER'S OFFICE, AS FOLLOWS:

"EXPRESSLY EXCEPTING AND RESERVING, HOWEVER, UNTO GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL OIL, GAS AND OTHER MINERALS, METALLIFEROUS AND NON-METALLIFEROUS OF EVERY KIND AND DESCRIPTION WHATEVER UNDERLYING THE SURFACE OF THE ABOVE DESCRIBED PREMISES."

NOT PLOTTED: BLANKET EASEMENT.

ITEM 12
(AFFECTS PARCEL 2)
THE RESERVATION AS CONTAINED IN THAT QUITCLAIM DEED FROM UNITED PARK CITY MINES COMPANY, A DELAWARE CORPORATION, GRANTOR, TO A. T. PATTERSON, GRANTEE, RECORDED NOVEMBER 27, 1967, AS ENTRY NO. 106181, IN BOOK M13, AT PAGE 614, SUMMIT COUNTY RECORDER'S OFFICE, AS FOLLOWS:

"EXPRESSLY EXCEPTING AND RESERVING, HOWEVER, UNTO GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL OIL, GAS AND OTHER MINERALS, METALLIFEROUS AND NON-METALLIFEROUS OF EVERY KIND AND DESCRIPTION WHATEVER UNDERLYING THE SURFACE OF THE ABOVE DESCRIBED PREMISES."

NOT PLOTTED. LOCATION: N. HALF OF LOT 19, BLOCK 14, SNYDERS ADDITION.

ITEM 13
(AFFECTS PARCEL 1)
AN ORDINANCE RELATING TO VACATING A PORTION OF EMPIRE AVENUE IN PARK CITY, UTAH, AS RECORDED MARCH 7, 1968, AS ENTRY NO. 106740, IN BOOK M15, AT PAGE 295, SUMMIT COUNTY RECORDER'S OFFICE.

PLOTTED & SHOWN HEREON.

ITEM 14
SAID PROPERTY IS LOCATED WITHIN THE PARK CITY NEIGHBORHOOD DEVELOPMENT PLAN AS SET FORTH IN ORDINANCE 82-3, RECORDED FEBRUARY 16, 1982, AS ENTRY NO. 188603, IN BOOK 212, AT PAGE 148, AND REDEVELOPMENT AREA AS DISCLOSED ON PLAT RECORDED APRIL 15, 1983, AS ENTRY NO. 204659, SUMMIT COUNTY RECORDER'S OFFICE.

AMENDMENT TO PARK CITY NEIGHBORHOOD DEVELOPMENT PLAN, RECORDED NOVEMBER 2, 1990, AS ENTRY NO. 332260, IN BOOK 585, AT PAGE 147, SUMMIT COUNTY RECORDER'S OFFICE.

ITEM 15
SAID PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SNYDERVILLE BASIN WATER RECLAMATION DISTRICT AND IS SUBJECT TO CHARGES AND ASSESSMENTS LEVIED THEREUNDER.

ITEM 16
SAID PROPERTY IS LOCATED WITHIN THE BOUNDARIES OF THE SUMMIT COUNTY LEVY, PARK CITY SCHOOL DISTRICT, WEBER BASIN WATER CONSERVANCY DISTRICT, PARK CITY PARK CITY FIRE SERVICE DISTRICT, PARK CITY FIRE PROTECTION DISTRICT, PARK CITY WATER SERVICE DISTRICT, AND IS SUBJECT TO CHARGES AND ASSESSMENTS LEVIED THEREUNDER.

ITEM 17
ALL MATTERS CONTAINED IN THAT CERTAIN RECORD OF SURVEY, DATED MARCH 28, 2018, BY PARK CITY SURVEYING, FOR 802 EMPIRE AVENUE, PARK CITY UTAH. COUNTY RECORDER'S OFFICE.

LEGAL DESCRIPTION

PER TITLE COMMITMENT FILE NUMBER 26721,
EFFECTIVE DATE APRIL 16, 2018 AT 8:00 A.M.

PARCEL 1
SOUTHERLY 1/2 OF LOT 19, ALL OF LOTS 20 AND 21, AND THE NORTH 1/2 OF LOT 22, BLOCK 14, SNYDER'S ADDITION TO PARK CITY

ALSO THE EASTERLY 15 FEET OF VACATED EMPIRE AVENUE ADJACENT TO SAID LOTS;

ALSO A STRIP OF LAND TEN FEET IN WIDTH LYING IN EMPIRE AVENUE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 35°59'00" EAST 20.00 FEET AND SOUTH 54°01'00" WEST 15.00 FEET FROM THE NORTHWEST CORNER OF LOT 19, BLOCK 14, SNYDER'S ADDITION TO THE PARK CITY SURVEY AND RUNNING THENCE SOUTH 35°59'00" EAST 46.19 FEET; THENCE SOUTH 89°52'50" WEST 12.33 FEET; THENCE NORTH 35°59'00" WEST 38.96 FEET; THENCE NORTH 54°01'00" EAST 10.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED TRACT OF LAND;

BEGINNING AT A POINT SOUTH 35°59'00" EAST 20.00 FEET FROM THE NORTHEAST CORNER OF LOT 19, BLOCK 14, SNYDER'S ADDITION TO PARK CITY SURVEY AND RUNNING THENCE SOUTH 35°59'00" EAST 109.10 FEET; THENCE SOUTH 54°01'00" WEST 2.97 FEET; THENCE SOUTH 89°52'50" WEST 1.31 FEET; THENCE NORTH 72°00'00" WEST 12.10 FEET; THENCE NORTH 61°06'50" WEST 14.86 FEET; THENCE NORTH 46°00'00" WEST 21.50 FEET; THENCE NORTH 36°00'00" WEST 43.50 FEET; THENCE NORTH 41°00'00" WEST 20.50 FEET; THENCE NORTH 54°01'00" EAST 23.00 FEET, TO THE POINT OF BEGINNING.

PARCEL 2
THE SOUTHERLY 7.5 FEET OF THE NORTHERLY 12.5 FEET OF LOT 19, BLOCK 14, SNYDER'S ADDITION TO PARK CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AS SURVEYED DESCRIPTION

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN & BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

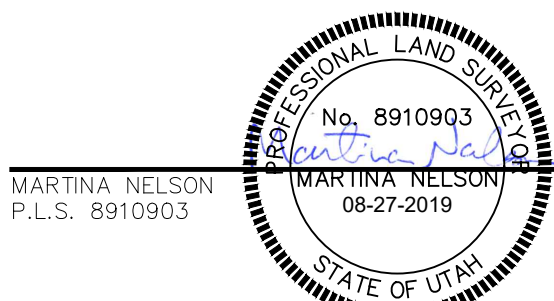
COMMENCING AT A POINT SOUTH 35°59'00" EAST 195.00 FEET FROM THE SURVEY MONUMENT AT THE INTERSECTION OF NINTH STREET AND EMPIRE AVENUE, BASIS OF BEARINGS BEING NORTH 35°59'00" WEST A DISTANCE OF 860.00 FEET BETWEEN STREET MONUMENTS FOUND AT THE INTERSECTION OF EMPIRE AVENUE WITH NINTH STREET AND EMPIRE AVENUE WITH ELEVENTH STREET, IN SNYDERS ADDITION TO PARK CITY, SAID POINT BEING THE TRUE POINT OF BEGINNING.

RUNNING THENCE NORTH 54°01'00" EAST 75.28 FEET; THENCE SOUTH 42°31'00" EAST 15.10 FEET; THENCE SOUTH 41°00'00" EAST 20.50 FEET; THENCE SOUTH 36°00'00" EAST 43.50 FEET; THENCE SOUTH 46°00'00" EAST 18.95 FEET TO A POINT ON THE EAST-WEST QUARTER SECTION LINE OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID EAST-WEST QUARTER SECTION LINE SOUTH 89°53'05" WEST 101.30 FEET; THENCE NORTH 35°59'00" WEST 38.23 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINS 0.120 ACRES OR 5225 SQUARE FEET

SURVEYOR'S CERTIFICATE

I, MARTINA NELSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH, HOLDING LICENSE NO. 8910903. I FURTHER CERTIFY I HAVE PERFORMED A SURVEY ON THE HEREON DESCRIBED PROPERTY AND THAT TO THE BEST OF MY KNOWLEDGE IT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED.



RECORD OF SURVEY & TOPOGRAPHIC MAP
802 EMPIRE AVENUE
PARK CITY, UTAH

FOR: TOM PEEK

DWG: 802 EMPIRE ROS-TOPO.dwg

SURVEYED BY:
MM/KR/SC

DRAWN BY:
MN

DATE:
AUGUST 27, 2019

REVISIONS

DATE

BY

COMMENTS

PO Box 682983
Park City, UT 84088
435-649-2818

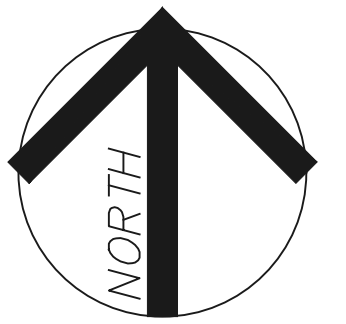
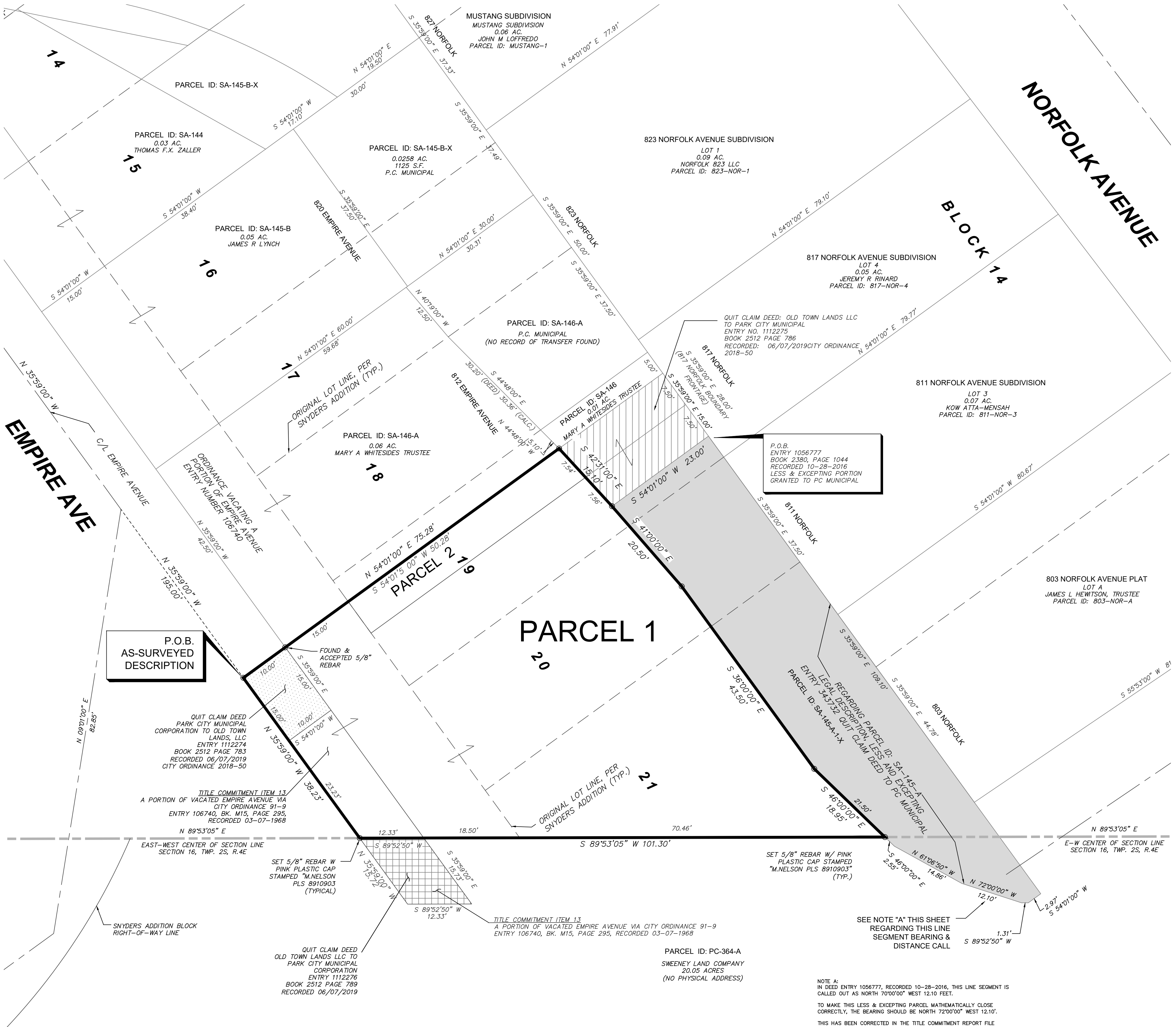
Park City
Surveying

WWW.PARKCITYSURVEY.COM

SHEET 1 OF 3

RECORD OF SURVEY & TOPOGRAPHIC MAP

A PARCEL OF LAND LYING WITHIN
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH



GRAPHIC SCALE
1 INCH = 10 FEET
THIS MAP PRINTS TO SCALE
AT SIZE 24"X36" PAPER

LEGEND

- SET 5/8" REBAR W/ PINK PLASTIC CAP STAMPED: "M.NELSON PLS 8910903"
- ⊙ FOUND REBAR (AS DESCRIBED)

LAND OWNERSHIP

- QUIT-CLAIMED TO PC MUNICIPAL - USING THE "LESS AND EXCEPTING" DEED METHOD. CURRENT DEED ENTRY 1056777. BOOK 2380 PAGE 1044. RECORDED 12-28-2016.
- QUIT-CLAIM DEED OLD TOWN LANDS LLC TO TO PC MUNICIPAL
- QUIT-CLAIM DEED PC MUNICIPAL OLD TOWN LANDS LLC
- QUIT CLAIM DEED OLD TOWN LANDS LLC TO PC MUNICIPAL

NOTE 'A'

NOTES REGARDING TITLE COMMITMENT ITEM 10 AND THE "LESS AND EXCEPTING..." PORTION OF THE PARCEL 1 LEGAL DESCRIPTION:

THE DEED CONFLICT AREA PERTAINING TO TITLE COMMITMENT ITEM 10 AND THE PORTION OF THE "LESS AND EXCEPTING..." PARCEL QUIT CLAIMED TO PC MUNICIPAL THAT EXTENDS SOUTH OF THE CENTER QUARTER SECTION LINE AS SHOWN ON THIS SURVEY BOTH APPEAR TO BE THE RESULT OF ERRORS IN THE DISTANCE CALLS FROM THE CORNERS OF LOT 19 TO THE POINTS OF BEGINNING OF THE TWO PARCELS. IN OTHER WORDS, EITHER THE POINT OF COMMENCEMENT IS INCORRECT, OR THE DISTANCE CALLS FROM THE POINT OF COMMENCEMENT ARE INCORRECT.)

ENTRY 1012496, A QUIT CLAIM DEED, RECORDED FEBRUARY 10, 2015, DESCRIBES THE POINT OF BEGINNING AS BEING:

"SOUTH 35°59'00" EAST 20.00 FEET" AND "SOUTH 54°01'00" WEST 15.00 FEET" FROM THE NORTHWEST CORNER OF LOT 19..."

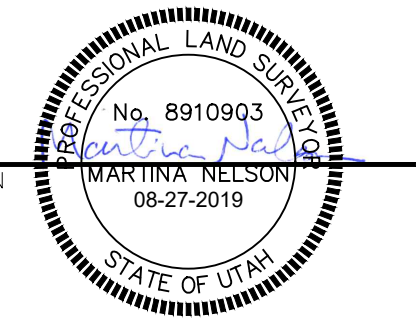
THE DISTANCE OF 20.00 FEET APPEARS TO BE IN ERROR. USING A DISTANCE OF 5.00 FEET POSITIONS THE 10 FOOT WIDE PARCEL AT A LOCATION THAT FITS TO THE CENTER QUARTER SECTION LINE AND NEIGHBORING SWEENEY PARCEL. THIS APPEARS TO BE THE INTENT OF THE QUIT CLAIM DEED.

SIMILARLY, THE QUIT CLAIM DEED TO PC MUNICIPAL, RECORDED JULY 8, 1991, ENTRY NO. 343732, DESCRIBING THE "LESS AND EXCEPTING..." PARCEL, DESCRIBES THE POINT OF BEGINNING AS BEING:

"SOUTH 35° 59'00" 20.00 FEET FROM THE NORTHEAST CORNER OF LOT 19..."

THE DISTANCE OF 20.00 FEET IN THIS DESCRIPTION ALSO SEEMS TO BE IN ERROR.

USING A DISTANCE OF 5.00 FEET POSITIONS THIS PARCEL AT A LOCATION THAT FITS TO THE CENTER QUARTER SECTION LINE AT THE SOUTHERLY END AND ELIMINATES THE 15 FEET IN THE CRESCENT TRAM ROADWAY SURVEY ON THIS SURVEY AS BEING PORTIONS OF PARCELS 1 AND 2 OF 802 EMPIRE AT THE NORTHERLY END. THIS ALSO APPEARS TO BE THE INTENT OF THE QUIT CLAIM DEED.



NOTE A:
IN DEED ENTRY 1056777, RECORDED 10-28-2016, THIS LINE SEGMENT IS CALLED OUT AS NORTH 72°00'00" WEST 12.10 FEET.

TO MAKE THIS LESS & EXCEPTING PARCEL MATHEMATICALLY CLOSE CORRECTLY, THE BEARING SHOULD BE NORTH 72°00'00" WEST 12.10'.

THIS HAS BEEN CORRECTED IN THE TITLE COMMITMENT REPORT FILE NUMBER 26721, EFFECTIVE DATE APRIL 16, 2018 AT 8:00 A.M.

RECORD OF SURVEY & TOPOGRAPHIC MAP
802 EMPIRE AVENUE
PARK CITY, UTAH

Park City
Surveying
PO Box 682983
Park City, UT 84088
435-649-2818
WWW.PARKCITYSURVEY.COM

REVISIONS		DATE	BY	COMMENTS
		xx/xx/xxxx		

SURVEYED BY:
MM/KR/SC
DRAWN BY:
MN
DATE:
AUGUST 27, 2019

FOR: TOM PEEK
DWG: 802 EMPIRE ROS-TOPO.dwg

TOPOGRAPHIC NOTES:

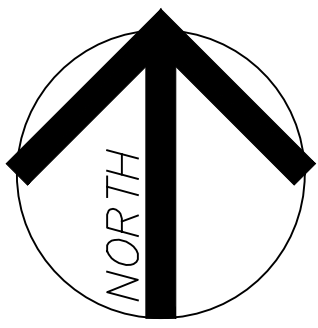
THE PURPOSE OF THIS SURVEY IS TO LOCATE THE BOUNDARY LINES OF THE SUBJECT PROPERTY & TO OBTAIN GROUND ELEVATIONS FOR A CONTOUR MAP PRIOR TO DEVELOPMENT BY THE OWNER.

SURVEY FIELD WORK COMPLETED: 07-07-2017 & 01-15-2018

ELEVATION DATUM USED: ELEVATIONS ARE BASED ON AN N.G.S VERTICAL MONUMENT "CHISELED SQUARE" ALSO KNOWN AS PID L00236, WITH AN NAVD 88 ELEVATION OF 6563.44'

UTILITIES NOTE:

ANY VISIBLE UTILITIES OR IMPROVEMENTS ARE SHOWN HEREON, HOWEVER IT IS POSSIBLE THAT SOME NATURAL FEATURES, UTILITIES AND IMPROVEMENTS MAY HAVE BEEN OBTAINED.



GRAPHIC SCALE
1 INCH = 10 FEET
THIS MAP PRINTS TO SCALE
AT SIZE 24"x36" PAPER

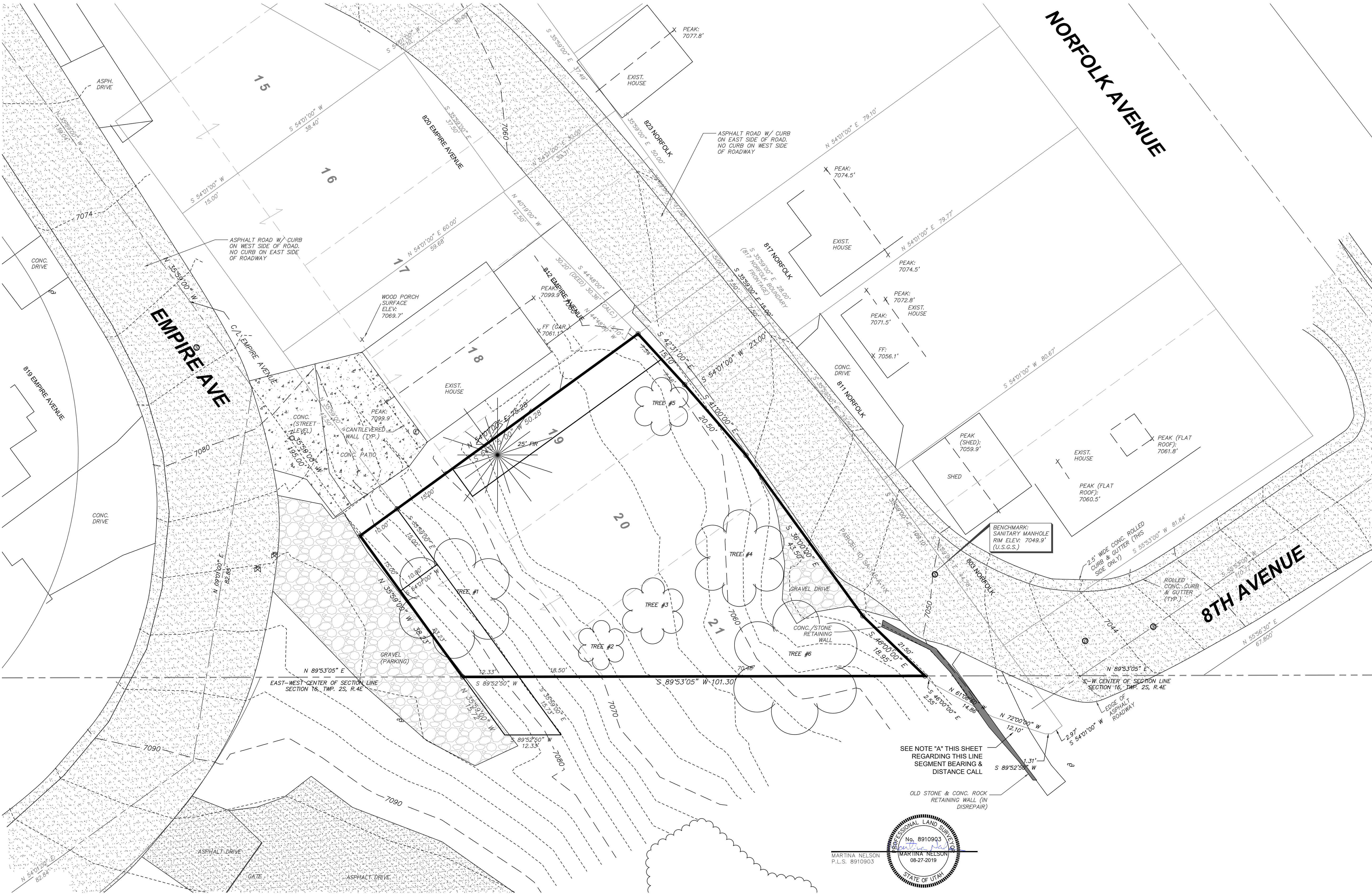
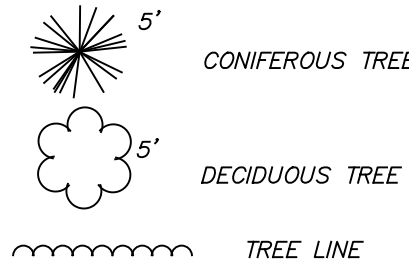
RECORD OF SURVEY & TOPOGRAPHIC MAP

A PARCEL OF LAND LYING WITHIN
SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST
SALT LAKE BASE & MERIDIAN
SUMMIT COUNTY, UTAH

LEGEND

- FOUND STREET MONUMENT
- SET 5/8" REBAR W/ PINK PLASTIC CAP STAMPED: "M.NELSON PLS 8910903"
- FOUND REBAR W/ CAP (AS DESCRIBED)
- WATER VALVE
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- ELECTRIC METER

TREE DIAMETER ANNOTATED TO EDGE OF DRIPLINE



RECORD OF SURVEY & TOPOGRAPHIC MAP
802 EMPIRE AVENUE
PARK CITY, UTAH

Park City
Surveying

PO Box 682993
Park City, UT 84088
435-649-2918

WWW.PARKCITYSURVEY.COM

DATE	BY	COMMENTS
xx/xx/xxxx		

SURVEYED BY:
MM/KR/SC
DRAWN BY:
MN

DATE:
AUGUST 27, 2019

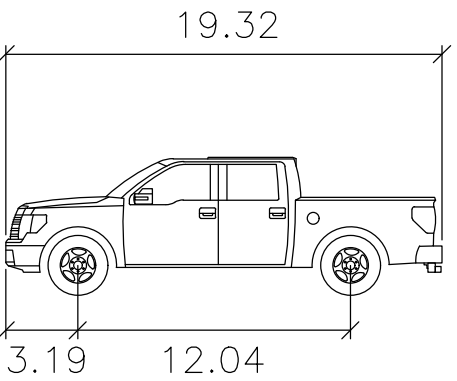
DWG: 802 EMPIRE ROS-TOPO.dwg

FOR: TOM PEEK

SHEET 3 OF 3

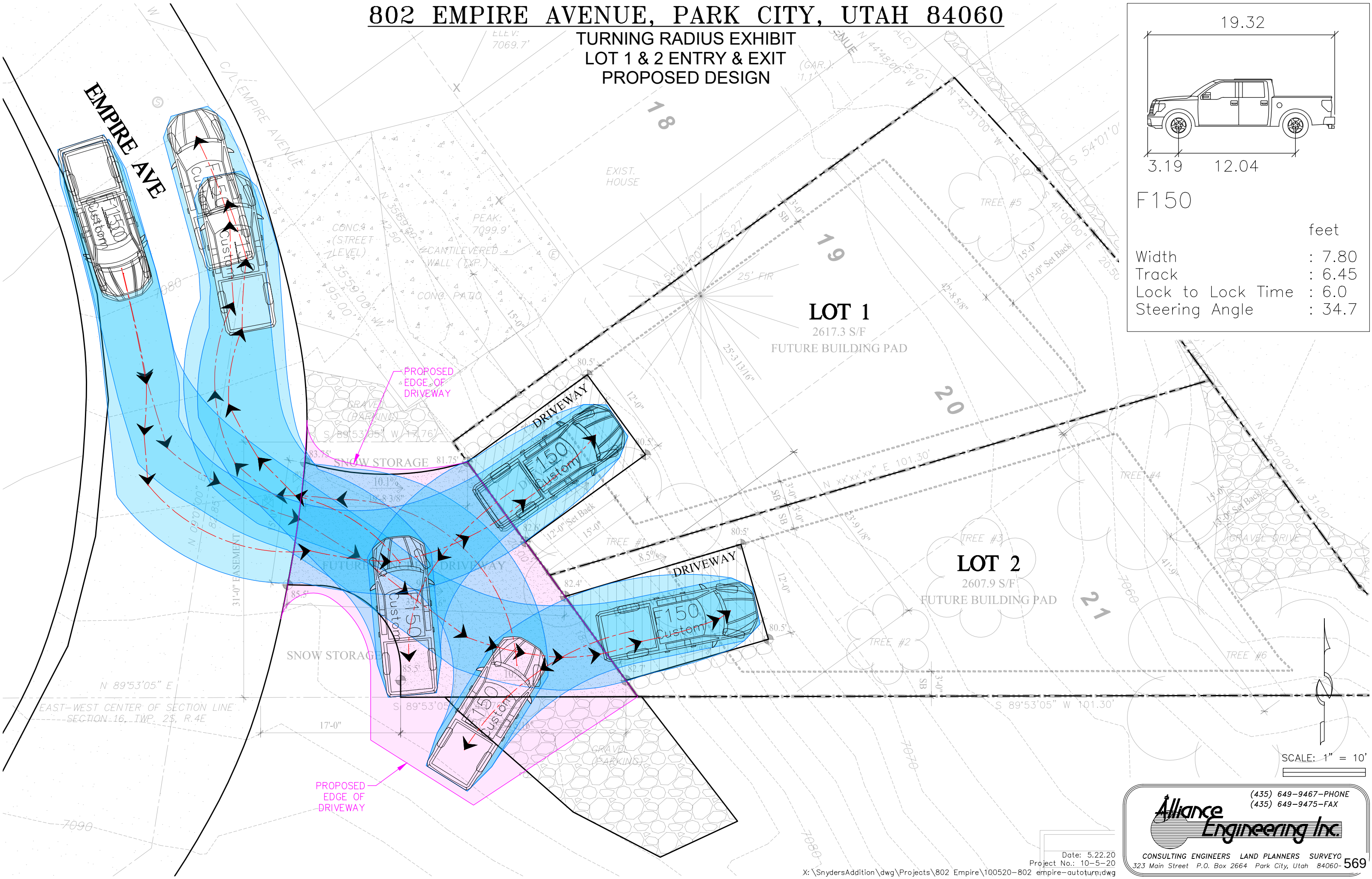
802 EMPIRE AVENUE, PARK CITY, UTAH 84060

TURNING RADIUS EXHIBIT
LOT 1 & 2 ENTRY & EXIT
PROPOSED DESIGN



F150

	feet
Width	: 7.80
Track	: 6.45
Lock to Lock Time	: 6.0
Steering Angle	: 34.7

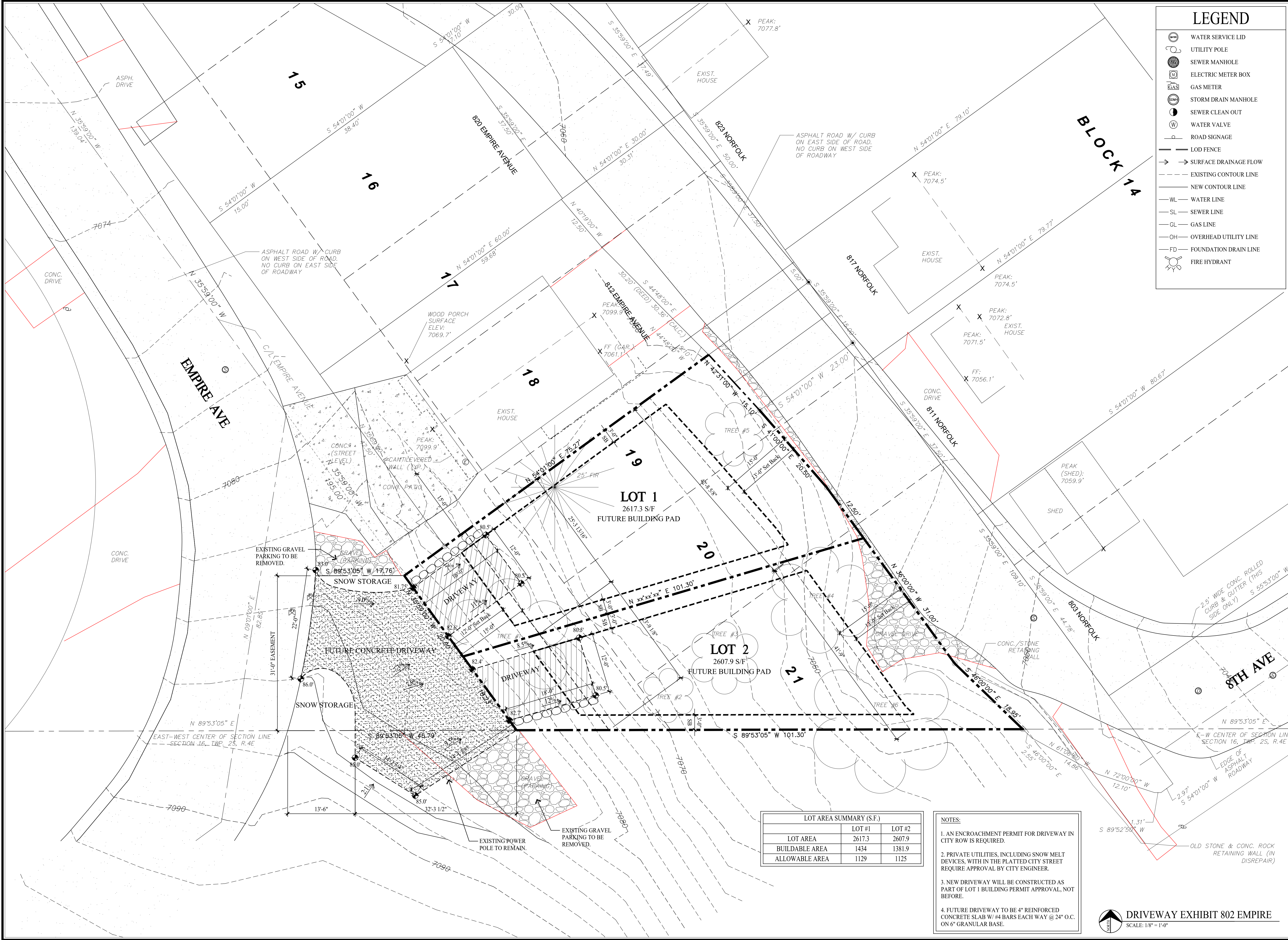


SCALE: 1" = 10'

(435) 649-9467-PHONE
(435) 649-9475-FAX

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-569

THE GRAPHIC MATERIAL AND DESIGN ON THIS SHEET ARE INSTRUMENTS OF SERVICE AND REMAIN AT ALL TIMES THE PROPERTY OF JONATHAN DEGRAY - ARCHITECT P.C. VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.
JONATHAN DEGRAY - ARCHITECT P.C. ALL RIGHTS RESERVED



LEGEND

WATER SERVICE LID

UTILITY POLE

SEWER MANHOLE

ELECTRIC METER BOX

GAS METER

STORM DRAIN MANHOLE

SEWER CLEAN OUT

WATER VALVE

ROAD SIGNAGE

LOD FENCE

SURFACE DRAINAGE FLOW

EXISTING CONTOUR LINE

NEW CONTOUR LINE

WL — WATER LINE

SL — SEWER LINE

GL — GAS LINE

OH — OVERHEAD UTILITY LINE

FD — FOUNDATION DRAIN LINE

FIRE HYDRANT

LOT AREA SUMMARY (S.F.)		
LOT #1	LOT #1	LOT #2
LOT AREA	2617.3	2607.9
BUILDABLE AREA	1434	1381.9
ALLOWABLE AREA	1129	1125

- NOTES:
1. AN ENCROACHMENT PERMIT FOR DRIVEWAY IN CITY ROW IS REQUIRED.

2. PRIVATE UTILITIES, INCLUDING SNOW MELT DEVICES, WITH IN THE PLATTED CITY STREET REQUIRE APPROVAL BY CITY ENGINEER.

3. NEW DRIVEWAY WILL BE CONSTRUCTED AS PART OF LOT 1 BUILDING PERMIT APPROVAL, NOT BEFORE.

4. FUTURE DRIVEWAY TO BE 4" REINFORCED CONCRETE SLAB W/ #4 BARS EACH WAY @ 24" O.C. ON 6" GRANULAR BASE.

DRIVEWAY EXHIBIT 802 EMPIRE

SCALE: 1/8" = 1'-0"

Jonathan DeGray

Architect

P.O. Box 1674, 614 Main Street, Suite 302, Park City, Utah 84060
Tel. 435-648-7263, E-mail: degrayarch@westoffice.net

DRIVEWAY EXHIBIT 802 EMPIRE

DRIVEWAY CONDITIONAL USE PERMIT

802 EMPIRE AVENUE, PARK CITY, UTAH 84060

DRIVEWAY EXHIBIT 802 EMPIRE

REVISIONS:

DATE:

MAY 28, 2020

PROJECT NUMBER:

1902-02

SHEET NUMBER:

EX-A

570

Neighborhood Lot Size Analysis

<u>Address</u>	<u>Lot Size</u>			
830 Empire	0.03	1,307		
829 Empire	0.04	1,742		
820 Empire	0.05	2,178		
817 Norfolk	0.05	2,178		
812 Empire	0.06	2,614		
827 Norfolk	0.06	2,614		
841 Empire	0.06	2,614		
835 Empire	0.06	2,614		
844 Norfolk	0.07	3,049		
803 Norfolk	0.08	3,485		
822 Lowell	0.08	3,485		
823 Norfolk	0.09	3,920		
819 Empire	0.09	3,920		
835 Norfolk	0.1	4,356		
811 Norfolk	0.11	4,792		
729 Norfolk	0.12	5,227		
841 Lowell	0.13	5,663		
713 Norfolk	0.15	6,534		
732 Crescent Tram	0.15	6,534		
808 Empire	0.16	6,970		
Average Lot Size	0.087	3,790	Median	2,831
802 Empire Existing	0.12	5,227		
		<u>Lot 1</u>	<u>Lot 2</u>	
802 Empire Proposed	0.06	2,617	2607	

Alexandra Ananth

From: Frederique Bouty <frederique@astie.com>
Sent: Tuesday, May 19, 2020 11:29 AM
To: Alexandra Ananth
Subject: 802 Empire - quick question

Hi,

Pursuant to the planning meeting dated May 13, where on the city web site can I find ALL public comments entered for the 802 related applications please, including what you read during the meeting?

Thank you in advance,

Frederique ASTIE

Begin forwarded message:

From: Frederique Bouty <frederique@astie.com>
Subject: Public input regarding request for a CUP on 802 Empire -
Date: May 13, 2020 at 3:36:35 PM MDT
To: alexandra.ananth@parkcity.org

Please black out my email address from the public files for privacy reasons

Hi,

I am an Old town resident on Woodside Ave.

Once again, city-owned land is being grabbed by private owners at the detriment of all of us, setting precedents for the future.

3 specific comments,

Comment 1. the point called "consequences of not taking actions" is not appropriately documented in the CUP staff report, its response is unacceptable

The response from staff to the item reads "*The applicant would have to seek vehicular access from Crescent Tram which offers less than ideal access.*"

REALLY? "Less than ideal access" is NOT a documented analysis of consequences of not taking actions, it is the easy way out of the question in the favor of the developer.

A relevant answer needs to look at alternate solutions, like the feasibility of building underground garages accessed through 8th street / crescent tram with a visual light system to alert drivers of incoming / outgoing cars.

Another way to look at this is to say that given the current state of other driveways off Crescent Tram, we could argue that access to 2 more garages is not going to change the situation, and hence the consequences of not taking action just maintain an acceptable status quo.

Comment 2: Approving this CUP restricts the city options for a future 8th street stairs access

The question of the 8th street staircase is briefly mentioned as being a future priority, probably second after the 6th street staircase. While I personally believe this is a mistake: (Crescent is extremely dangerous to pedestrians, and a staircase would alleviate many risks for tourists in particular who have no idea where to go). the real question is "are we giving away a CUP BEFORE having considered its impact on these future staircase access from both ends at this specific location". This is putting the cart before the horse. Once the CUP is granted, the city will not be able to take it back if a survey finds out there are problems (whatever they could be). The city locks itself out and all of us of the possibility of finding future solutions to access issues.

Comment 3: point 4 of the CUP criteria, "Emergency Vehicle Access", where the staff found no unmitigated impact.

Should prove that there will be no impediments for the Fire Department to access the back of the street in case of a fire. It is very likely that cars will be parked in these driveway constantly, as precedents around Old Town show, preventing access for emergency vehicles in case of fire for the houses near the end of this right of way.

Hence the planning committee should not grant this CUP

Thanks

Frederique ASTIE

Alexandra Ananth

From: Frederique Bouty <frederique@astre.com>
Sent: Thursday, May 14, 2020 11:25 AM
To: Alexandra Ananth
Subject: question re 802 Empire

Hi,

I see that "LAND MANAGEMENT CODE§ 15-3-5, *DRIVEWAY STANDARDS FOR PRIVATE DRIVEWAYS WITHIN PLATTED, UNBUILT CITY STREETS*" that has been repealed on Feb 6, 2020

What is the impact on the 802 Empire driveway application?

Thanks



04-30-2020 06:33 pm

Planning Commission 2.A) Consideration to Approve the Planning Commission Meeting Minutes from April 22, 2020. Douglas Ogilvy

How do we get online to see meeting materials and hear dialogue?

05-13-2020 05:20 pm

Planning Commission 7.C) 802 Empire Ave – Subdivision– The Applicant is Requesting to Combine Multiple Parcels into a New Two (2) Lot Subdivision. PL-18-03949. (A) Public Hearing (B) Possible Recommendation for City Council's Consideration on June 11, 2020. Nick Frost

Hello. Thank you for allowing me to weigh-in on this matter tonight. I represent Rick Kienzle, owner of 808 Empire Avenue, which is located directly to the south of the proposed project. I want to call your attention to the issues raised in the letter I sent you earlier today. Please note that the current proposal requires the driveway off of Empire Avenue to encroach into the Treasure Hill Open Space, as set forth in Corey Legge's May 5, 2020 memorandum. This proposed encroachment also encroaches onto Mr. Kienzle's Driveway Easement and violates the Court Order governing the Driveway Easement. I provided you with a copy of the Driveway Easement as an exhibit to my letter earlier today.

Second, Mr. Kienzle is concerned about the City's proposed location of the public stairs as depicted in the staff report. While Mr. Kienzle fully understands that the Planning Commission is not making a final determination as it relates to the location of the public stairs this evening, there are several factors the Planning Commission should be aware of before making a final determination on Mr. Peek's project as it relates to the location of the stairs. Specifically, the current location of the stairs, which terminates onto Mr. Kienzle's driveway, is a direct violation of the terms of the Court Order and therefore illegal. Instead of locating the public stairs onto the Driveway Easement, it is much more viable to locate the public stairs to the south of the proposed project with a termination point onto the proposed location of driveway for the proposed project, as stated on page 4 of Corey Legge's memorandum. This issue should be discussed and determined, at least at a cursory level, before any final determination is made on the current proposal. The concern is that an approval of the project tonight may foreclose on the City's ability to utilize Peek's property, if that becomes necessary. Please consider these issues before making a determination on the proposal. Thanks, Nick

Alexandra Ananth

From: Don Nibouar <dnibouar@gmail.com>
Sent: Wednesday, May 13, 2020 4:10 PM
To: Alexandra Ananth
Subject: 802 Empire Subdivision and CUP

Alexandra,

We have lived at 912 Empire Avenue for 10 years and wish to express our support for the approval of the proposed 802 Subdivision and CUP for the driveways.

The gravel/dirt area where the driveways are proposed has been an eyesore and not maintained for years. It is a small area but is prone to the accumulation of trash and dog feces, and where occasionally, people even discard construction debris. The plan to put in the driveways would go a long way to resolving this issue and making the area more presentable.

The addition of two single family homes on the proposed lots would also, in my opinion be a positive addition to the neighborhood. They would provide an attractive addition to Crescent Tram, (from which they would probably be most visible) replacing what is now an overgrown vacant lot. With the driveways opening on to Empire Ave, it is unlikely the two houses will make any noticeable impact on traffic in the area.

Over the past couple of years, Tom Peek has been the developer on the restoration and expansion of a historic house directly across the street from ours (911 Empire). Not only was the work done on the house very high quality but the contractors used were always well supervised and respectful of the neighbors needs and their property. (The same cannot be said of some of the other construction that has taken place on the street in the last few years). In speaking with Tom during the construction, about 911 Empire, other houses he had done, and his plans for the 802 Empire Subdivision, it became obvious that he both cares a great deal about Park City and understands what fits well into the town's character

Overall I feel the 802 Subdivision will be an improvement to our neighborhood and that Tom, when undertaking the project, will make sure this is the case.

Regards,

Don Nibouar

Alexandra Ananth

From: Alexandra Ananth
Sent: Wednesday, May 13, 2020 1:25 PM
To: Christin VanDine; Douglas Thimm; John Kenworthy; John Phillips; Laura Suesser; Mark Harrington; Mark Sletten; Planning_Mail; Sarah Hall
Cc: Mark Harrington; Bruce Erickson; MARY MAY
Subject: FW: Comments on 802

Public comments keep coming in!

From: Cheryl Soshnik [<mailto:csoshnik@yahoo.com>]
Sent: Wednesday, May 13, 2020 12:34 PM
To: Alexandra Ananth
Subject: Comments on

Alex

I am an Old Town resident who walks 8th street routinely to access Sweeneys Switchbacks and other trails in the new Treasure open space.

I was forwarded the information that the Planning Commission will be discussing the Crescent Tram extension and access to Treasure.

This is the information I was sent regarding what the Planning Commission plans to recommend:

The property owner must be required to participate in the future pedestrian improvements and extension of the Crescent Tram Trail, installation of 9th Street stairs, designated pedestrian crossing of private driveway, and continued stairs to the Treasure Hill Trailhead located on the South end of Lowell Ave. Owner's must be required to commit monetarily to assure the successful trade of the public rights.

I fully support the above comment. Access from Park Avenue to Treasure is very important, and currently, without a 9th street stairs, the only way to get there now is by hiking straight up the ski runs or walking up unsafe 8th street. Neither is a good option.

I understand you are considering a 6th Street Stairs first, but I must encourage you to install the 9th street stairs as a priority, as access to upper Old Town and the trails is quite heavy now, and it's only a matter of time before somebody gets hit or falls while walking up or down 8th street.

Thank you
Cheryl Soshnik
1007 Woodside Avenue
Park City, UT 84060
435.649.9008

Alexandra Ananth

From: Mary Whitesides <mary@dancindeerdesign.com>
Sent: Wednesday, May 13, 2020 12:19 PM
To: Alexandra Ananth
Subject: Right of Way from Empire Ave

Hi Alex

My name is Mary Whitesides. I live at 812 Empire Ave next to the proposed right of way on upper Empire Ave. I am in favor of the right of way for Tom's two properties to accommodate his driveways and garage entrances. The alternative for those driveways and garages being located off of Crescent Tram would be a nightmare. Traffic can be heavy coming up 8th street, people are speeding up that hill and visibility is very poor right at that curve. My concern is whether or not there will continue to be parking allowed along that entrance at upper Empire? I think that would create a debacle. I'm concerned about the noise and increased traffic. I'm also concerned about the foot traffic having access to the Crescent Tram Trail. How will this be handled?

Mary Whitesides
435 513-0740
812 Empire Ave

Alexandra Ananth

From: P L Bodell <4silverqueens@gmail.com>
Sent: Wednesday, May 13, 2020 11:18 AM
To: Alexandra Ananth
Subject: 802 Empire Subdivision Plat

Dear Alexandra,

Please forward the following request/comments to the Planning Commission for their review and consideration of:

802 Empire Subdivision Plat

In lieu of any approval of any access over the City's right of way on Empire Ave.

The property owner must be required to participate in the future pedestrian improvements and extension of the Crescent Tram Trail, installation of 9th Street stairs, designated pedestrian crossing of private driveway, and continued stairs to the Treasure Hill Trailhead located on the South end of Lowell Ave. Owner's must be required to commit monetarily to assure the successful trade of the public rights.

Thank you for your time and consideration,

Peg Bodell

817 Woodside Avenue

801-651-0541

4silverqueens@gmail.com

Alexandra Ananth

From: Tara <tarajomchugh@gmail.com>
Sent: Thursday, January 16, 2020 9:22 PM
To: Alexandra Ananth
Subject: 802 Empire Avenue Application

Ms. Ananth,

I recently visited my family in Park City and as usual, I had the most wonderful time. Their house is located at 841 Empire Avenue, so we have the good fortune of accessing the Crescent Tram path to reach the slopes. Unfortunately, because the access point is via 8th street, we have to descend a very treacherous curve to reach the Crescent Tram walkway. This can be difficult in any footwear, but it becomes truly dangerous in plastic and unforgiving ski boots. A harrowing slide or skid has become generally expected or feared each time we head for town lift.

Is it possible to connect the Crescent Tram path on the east end of 802 Empire and/or to add stairs? This would also increase access to hiking trails from town.

I also love to take the stairs from 8th street at Park Avenue to Woodside Avenue. I would continue use of the stairs the whole way to Empire Avenue and at times Lowell Avenue, but stair access comes to a halt at Woodside. Stairs connecting Park Avenue through Lowell Avenue and an extension of the Crescent Tram path would greatly enhance pedestrian ease for Lowell, Empire and Norfolk Avenue residents and visitors.

Your care in this matter is greatly appreciated,

Tara McHugh

From: Regis W. McHugh, MD <regiswmchugh@gmail.com>
Sent: Friday, January 03, 2020 7:12 PM
To: Alexandra Ananth
Subject: Dicey entrance/terminus to Crescent Tram path / 802 Empire Avenue application

Dear Alexandra (Ms. Ananth),

We have been fortunate enough to have been at 841 Empire Ave. since 2005. We love using the Crescent Tram path as our primary walkway to Main Street and to the slopes at Town Lift. Even when the surface is dry, the descending portion of Eighth Street approaching Crescent Tram begins to require notice, but add ski boots, skis on your shoulder, snow, ice, and the occasional car — it becomes downright treacherous!

Recently, as a neighbor, we received a notice as to a planned subdivision at 802 Empire Ave. along with a conditional use permit for access over the City's platted unbuilt right of way.

Is it possible for the city to make any approval of the subdivision requests contingent upon obtaining an easement or right of way that allows for a safer travel onto Crescent Tram?

One possibility would be a designated combination walkway/stairway along the downward sloping eastern edge of the 802 property as it approaches Crescent Tram.

Another possibility would be a vertical stairway beginning somewhere near Crescent Tram that headed straight up to Empire Ave (this would be along the southern end of the 802 property). Maybe both would be feasible.

On a slightly separate note, we have been wondering why there has been no stairway built on Ninth Street (the whole way from Park Ave. to Lowell). With the Treasure Hill Preservation this would greatly improve pedestrian access to the trails!

Thanks for your consideration,

We love Park City,

Regis (McHugh)

Sent from my iPhone

Alexandra Ananth

From: Richard KIENZLE <rkienzle@me.com>
Sent: Thursday, January 2, 2020 7:48 PM
To: Alexandra Ananth
Subject: Re: 802 Empire Ave info for Jan 8, Planning Department subdivision application review

Again thank you. I think I misunderstood... I was referring to the portion of parcel 19 you mentioned. I was wondering what happens to the remaining section. Is it the tail you referenced?

Sent from iPhone

> On Jan 2, 2020, at 7:06 PM, Alexandra Ananth <alexandra.ananth@parkcity.org> wrote:
>
> Here is the link to the HR-1 Section of the Code. In some districts you are correct about combining Lots but there is no 150% in the HR-1 District. I think you are thinking of the SF District.
>
> [https://parkcity.municipalcodeonline.com/book?type=ordinances#name=15-2.2_Historic_Residential_\(HR-1\)_District](https://parkcity.municipalcodeonline.com/book?type=ordinances#name=15-2.2_Historic_Residential_(HR-1)_District)
>
> I'm not sure what you mean about the unused land in the second lot? I believe he is using all the land for the development. There is a little tail that was quit claimed to the City and perhaps that is what you are referring to?
>
> I'm not sure what your address is and what type of easement you have but I'm not seeing how his driveway will effect anyone particularly...? Happy to help if you can give me more info.
>
> -----Original Message-----
> From: Richard KIENZLE [<mailto:rkienzle@me.com>]
> Sent: Thursday, January 02, 2020 4:49 PM
> To: Alexandra Ananth
> Subject: Re: 802 Empire Ave info for Jan 8, Planning Department
> subdivision application review
>
> Thanks a ton!
>
> I thought when combining lots you were only afforded 150% of the original buildable Sq footage?
>
> What happens to the remaining unused land in the second lot? Could he attach it to the adjacent lot?
>
> Does the proposed driveway effect my driveway easement in any way?
>
> Sent from iPhone
>
>> On Jan 2, 2020, at 4:45 PM, Alexandra Ananth <alexandra.ananth@parkcity.org> wrote:
>>
>> Good questions. Attached is an Existing Conditions Plan as well as the proposed Driveway Plan.
>>
>> The lot currently consists of a portion of Parcel 19, and all of Parcels 20 and 21.

>>

>> There is no maximum building envelope square footage but based on the lot size the allowed footprint as one 5,224 SF Lot would be 1947 SF, subject to setbacks and height restrictions of the HR-1 District.

>>

>> As separate lots the allowed footprints would be 1,129 and 1,125 respectively, also subject to setbacks and height restriction of the HR-1 District.

>>

>>

>>

>> -----Original Message-----

>> From: Richard KIENZLE [<mailto:rkienzle@me.com>]

>> Sent: Tuesday, December 31, 2019 9:57 AM

>> To: Alexandra Ananth

>> Subject: Re: 802 Empire Ave info for Jan 8, Planning Department

>> subdivision application review

>>

>> Thanks again,

>>

>> Very helpful. Couple quick questions:

>>

>> 1. Can you send existing plot plan?

>> 2. Is it currently one lot or two? I.e. is he proposing making one lot into 2?

>> 3. What is the existing building envelope Sq footage?

>> 4. What would be the combined buildable square footage if the application were approved?

>>

>>

>>

>> Sent from iPhone

>>

>>>> On Dec 30, 2019, at 6:22 PM, Alexandra Ananth <alexandra.ananth@parkcity.org> wrote:

>>>>

>>>> Attached is a plan showing the proposed subdivision. Vehicular access would be from Empire Ave only. I will do my best to send you the Staff Report at the End of the day on Friday. Please let me know if you have any questions and if you have comments or concerns I am happy to pass them along to the Planning Commission anytime between now and next week's meeting.

>>>>

>>>> Best,

>>>>

>>>> Alexandra Ananth

>>>> Sr. Planner

>>>> Park City Planning Department

>>>> 445 Marsac Ave., P.O.Box 1480

>>>> Park City, UT 84060-1480

>>>> Phone: 435-615-5066

>>>>

>>>>

>>>>

>>>> -----Original Message-----

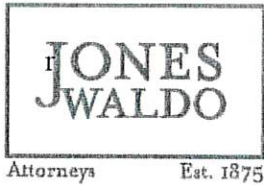
>>>> From: RICHARD KIENZLE [<mailto:rkienzle@me.com>]

>>>> Sent: Monday, December 30, 2019 1:09 PM

>>>> To: Alexandra Ananth

>>>> Subject: 802 Empire Ave info for Jan 8, Planning Department

>>> subdivision application review
>>>
>>> Hi Alex,
>>>
>>> Thanks for taking my call. Thought I would reach out to confirm my email. Thanks again.
>>>
>>> Happy New Year, Rick
>>> <802 Empire Avenue Subdivision.pdf>
>>> <Exhibit C Driveway Exhibit.pdf>
>>
>> <Exhibit B Record of Survey and Topographic Map.pdf> <Exhibit C
>> Driveway Exhibit.pdf>
>



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May 13, 2020

Park City Planning Commission:

Sarah Hall sarah.hall@parkcity.org

John Kenworthy john.kenworthy@parkcity.org

John Phillips john.phillips@parkcity.org

Mark Sletten mark.sletten@parkcity.org

Laura Suesser laura.suesser@parkcity.org

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Christin Van Dine christin.vandine@parkcity.org

Alexandra Ananth, Senior Planner alexandra.ananth@parkcity.org

Mark Harrington, City Attorney mark@parkcity.org

Re: Public Comment – 802 Empire Avenue Subdivision

Dear: Planning Commissioners:

This law firm represents Rick Kienzle, owner of 808 Empire Avenue (“Kienzle Residence”) which is located to the immediate south of the proposed 802 Empire Avenue Subdivision (the “Project”). We are writing this letter to bring to you attention several relevant and time-sensitive items that are not addressed or otherwise obscured in the staff report and the associated exhibits. It is critical that these items are both understood and addressed at this point in the approval process, as there are both legal limitations and implications as well as logistical consequences to the proposal in its current form.

I. Kienzle Driveway Easement.

By way of background, the Kienzle Parcel is accessed from Empire Avenue by a driveway that traverses property formerly owned by entities associated with the Sweeney family (“Sweeney Parties”). Our client’s right to install and use this driveway and associated improvements is documented in a formal driveway easement servicing the Kienzle Residence (“Driveway Easement”). A exhibit depicting the location of the Driveway Easement is attached as **Exhibit A.** The Driveway Easement has been subject to substantial recent litigation between the Kienzles and the Sweeney family and is subject to a court order setting forth the scope, rights, and duties of the owners (“Court Order”). A copy of the Court Order is attached as **Exhibit B.**

Following the purchase of the Sweeney Parties' property, the City has stepped into the shoes of the Sweeney Parties and it is bound by the Driveway Easement and the Court Order. Notwithstanding the City's current obligations in the Driveway Easement, as set forth in the Driveway Easement itself, as well as the Court Order, the staff report not only fails to identify the existence of the Driveway Easement, but it also ignores the rights and duties of the Driveway Easement. In fact, as further described herein, the staff report depicts proposals which violate the Easement Agreement and Court Order and will inevitably result in further litigation.

II. Shared Driveway Illegally Encroaches.

First, Mr. Peek proposes to access both lots in the Project from Empire Avenue, which will require both CUP approval as well as approval of an encroachment agreement onto Treasure Hill Open Space and the Driveway Easement. Specifically, on May 5, 2020, Corey Legge, City Engineer issued a memorandum to Alexandra Anath, which requires, among other things, that the shared driveway be extended further south into Treasure Hill Open Space, requiring the City to approve yet another agreement for Mr. Peek and which will ultimately allow the hotly contested, and recently purchased Treasure Hill Open Space to be used to service Mr. Peek's new properties.

We question whether the City has the legal right or authority to enter into agreements that allow an individual to use the Open Space for the benefit of and to accommodate development on that land. At the very least, the City should place all tax-paying citizens on formal notice of Mr. Peek's proposed use of the Treasure Hill Open Space prior to making any approval that will have the effect of requiring that space to be privately used.

While use of the Treasure Hill Open Space for service to the Project is sufficiently disturbing and undoubtedly contrary to the taxpayers' intent when agreeing to purchase the Open Space, the required encroachment will also illegally pierce the well-established boundaries of the Driveway Easement. A diagram depicting the encroachment onto the Driveway Easement is attached as **Exhibit C**. Specifically, the encroachment onto the Driveway Easement will violate Mr. Kienzle's use and enjoyment of the same, and by extension, the Court Order, which will result in further litigation.

The good news is that instead of requiring a CUP, an encroachment agreement, further litigation, and the potential ire of the taxpaying citizens, the May 5, 2020 memorandum from Corey Legge provides a viable and acceptable alternative – access from Crescent Tram. In relevant part, the memorandum states:

Alternatively, if a CUP is not approved each lot of the 802 Empire Avenue Subdivision may be accessed from Crescent Road.

In summary, while it may be more convenient for Mr. Peek to access his lots from Empire Avenue, which will also provide him with more space to build larger homes, it is not a requirement and it is not the only avenue – just the most convenient and monetarily beneficial. Mr. Kienzle

respectfully requests that prior to approval of the Project, the Planning Commission evaluate the items set forth above, including the Court Order, before making a final determination, which will make permanent use of the Treasure Hill Open Space and result in further litigation. Mr. Kienzle also encourages the Planning Commission to alternatively explore a requirement that the Peek development be accessed from Crescent Road, to avoid the inevitable negative implications of access from Empire Road.

III. Location of Proposed Public Stairs is Illegal:

Second, as you likely remember, during the January 8, 2020 Planning Commission meeting, the Planning Commission specifically raised the issue of the location of the public stairs and requested that Mr. Peek provide additional information regarding the location of the stairs relative to the Project. In the current staff report, the proposed location of the public stairs, running from Crescent Tram to Empire Avenue, is in direct violation of the Driveway Easement and Court Order. For convenience, a copy of the proposed location of public stairs from the staff report is attached as **Exhibit D**. Specifically, the location terminates directly onto the Driveway Easement, which directly interferes with Mr. Kienzle's right to use and enjoyment of the Driveway Easement as set forth in the Court Order.

Moreover, placement of the public stairs onto the Driveway Easement raises multiple logistical questions, including but certainly not limited to liability, maintenance, safety, lighting, etc., which have not yet been discussed, or likely even contemplated. Putting significant public traffic on Mr. Kienzle's driveway will expose him to premises liability, if someone were injured on his driveway. As discussed in other public comments for the Project, a more viable location for the stairs is immediately to the south of the Project with the end of the stairs terminating onto the Project's Shared Driveway, as contemplated on page 4 in Corey Legge's memorandum. For illustrative purposes, as **Exhibit E**, a diagram is attached depicting the proposed location of the stairs as seen in the staff report and the alternative location immediately adjacent to the Project and terminating onto the Project's Shared Driveway.

And, again, there is a question about the legality of installing permanent cement or metal stairs on designated open space.

While Mr. Kienzle fully recognizes that the intent of today's Planning Commission meeting does not include approval the location of the stairs, it is important that a viable and precise location of the stairs is determined, at least at a more finite level, before any approvals are made. The Project and the location of the stairs should be decided as a whole and deliberately, before decisions are made to approve the Project, which may limit the City's options going forward. Obviously, this will provide the City the opportunity to utilize any aspect of the Project, if necessary, while the Project is still in the planning phases. Once final approval is given, the City will lose the ability to use some or all of the Project for the stairs. In summary, a more precise location of the public stairs should necessarily be determined now, prior to granting any specific approval, which may limit the City's options in the future.

IV. Conclusion.

In conclusion, Mr. Peek's proposal should not be viewed in a piecemeal approach. No approvals should be given until the entire picture is known can be viewed and evaluated. This not only includes the items raised in this letter, but also extends to Mr. Peek's intentions with the other parcel he owns and plans to develop surrounding the Project. At the very least, no approval should be granted until the City takes a deeper look at the Driveway Easement, the Court Order, the location of the public stairs, etc. While the City is required to follow its own code and land use approval processes, it has no obligation to maximize the size of Mr. Peek's development or to benefit him over other citizens. As a result, Mr. Kienzle respectfully requests that these items be evaluated and determined prior to the issuance of any approvals.

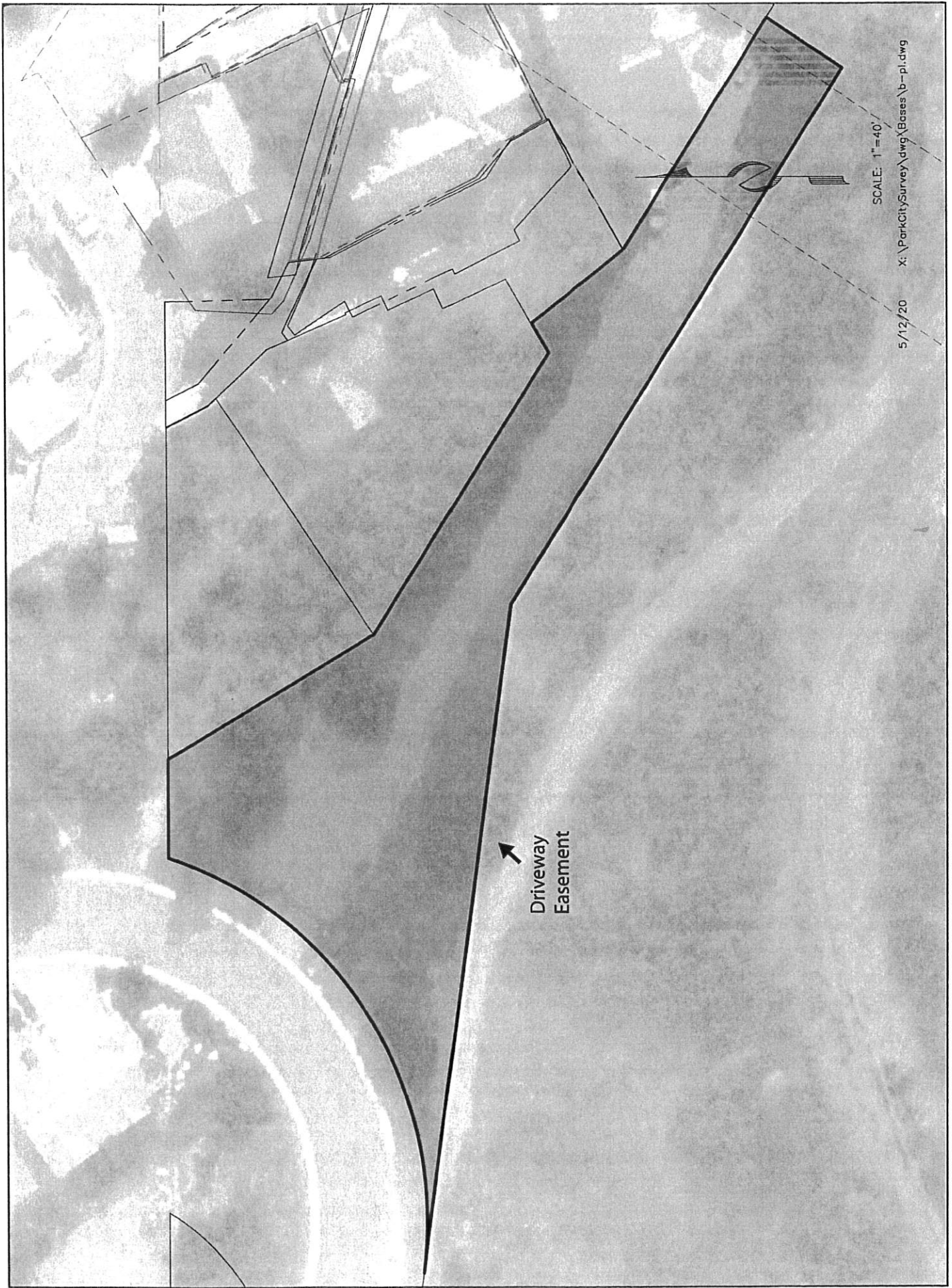
Very truly yours,

JONES, WALDO, HOLBROOK & MCDONOUGH, P.C.



Scott DuBois

Exhibit A



SCALE: 1"=40'

x: \\ParkCitySurvey\\dwg\\Bases\\b-pl.dwg

5/12/20

Exhibit B

The Order of the Court is stated below:

Dated: April 04, 2016
04:37:44 PM

/s/ Kara Pettit
District Court Judge



IN THE THIRD JUDICIAL DISTRICT COURT

SUMMIT COUNTY, STATE OF UTAH

SWEENEY LAND COMPANY, a Utah general
partnership,

Plaintiff,

vs.

RICHARD A. KIENZLE, an individual, and
CYNTHIA J. KIENZLE, an individual,

Defendants.

**FINDINGS OF FACT,
CONCLUSIONS OF LAW, ORDER
AND FINAL JUDGMENT**

Case No. 130500442

Judge Kara Pettit

PARK CITY II, LLC, a New York limited
liability company,

Involuntary Plaintiff,

vs.

RICHARD A. KIENZLE, an individual, and
CYNTHIA J. KIENZLE, an individual,

Defendants.

The Complaint of plaintiff Sweeney Land Company, LLC ("Sweeney Land") and involuntary plaintiff Park City II, LLC ("Park City II") and the Counterclaim of defendants Richard A. Kienzle and Cynthia J. Kienzle ("Kienzles") came on regularly for a bench trial on December 7, 8 and 9, 2015. The Honorable Kara Pettit presided. Sweeney Land was represented Paul D. Veasy and David M. Bennion of Parsons Behle & Latimer. Park City II was represented by Victor Copeland of Ballard Spahr LLP. Kienzles were represented by Steven W. Dougherty and John A. Bluth of Anderson & Karrenberg.

Having reviewed and considered the pleadings on file herein, the briefs of the parties, the exhibits presented at trial, the testimony of the witnesses, and good cause appearing, the Court now enters the following:

FINDINGS OF FACT

(Parties)

I.

1. Sweeney Land is a limited liability company owning real property and doing business in Summit County, Utah.
2. Park City II is a limited liability company owning real property and doing business in Summit County, Utah.
3. Defendant Richard A. Kienzle is an individual residing in Park City, Utah and Malvern, Pennsylvania and is one of the owners of real property located at 808 Empire Road, Park City, Utah, also known as the "Sheen Parcel."
4. Defendant Cynthia J. Kienzle is an individual residing in Park City, Utah and Malvern, Pennsylvania and is one of the owners of real property located at 808 Empire Road, Park City, Utah.

(Treasure Hill Development)

I.

1. Sweeney Land and Park City II each own an undivided fifty percent (50%) interest in approximately 64 acres of real property located off of Lowell Avenue, Park City, Utah (the "Sweeney Property").
2. Sweeney Land has owned its interest in the Sweeney Property since 1979 and Park City II has owned its interest in the Sweeney Property since 2006.
3. Since 1986, the Sweeney Property has been part of the Sweeney Properties Master Plan approved by Park City Municipal Corporation for development of a resort complex known as the "Treasure Hill Development." See Exhibits 9-16, 21, 22 and 24.

(Sheen Parcel)

I.

1. Sweeney Land conveyed the Sheen Parcel by Quit Claim Deed to Frederick C. Moore ("Moore") on October 19, 1990, expressly subject to a Ski Run Easement, an Aerial Tramway Right-of-Way, Waterline Easement and "EXPRESSLY SUBJECT TO THE CONDITIONS

OF APPROVAL FOR THE SWEENEY PROPERTIES MASTER PLAN AS SET FORTH IN THE ATTACHED EXHIBIT A." Exhibit A to the Quit Claim Deed states, in part, as follows:

6.3 SHEEN SINGLE FAMILY LOT APPROVAL SUMMARY.

The following in concert with Sheets 8 and 13 defines the specific conditions of approval for the Sheen portion of the Sweeney Properties Master Plan as submitted by MPE Inc. and approved by Park City Municipal Corporation on October 16, 1986 and subsequently amended on October 14, 1987.

* * *

6.3.5 ACCESS. The lot shall be accessed from the north by a 320 foot private driveway originating off the Lowell-Empire switchback and hence via Lowell and Empire Avenues from highways U-224 and U-228.

* * *

6.3.11.5 DRIVEWAY EASEMENT. An easement for a driveway across the eastern edge of the Creole Site shall be required.

The Quit Claim Deed was recorded on October 26, 1990, at 3:29 p.m., as Entry No. 332028, Book 584, Pages 460-65, in the records of the Summit County Recorder. *See* Exhibit 1.

I.

1. On October 19, 1990, under a Grant of Easement, Sweeney Land conveyed to Frederick C.

Moore, his successors and assigns, the following non-exclusive easement ("Driveway Easement"):

a permanent non-exclusive easement to construct, repair, replace and maintain a driveway, associated retaining walls, cuts and fills, drainage features, and lighting, on, across and through the following described parcel of real property, located in Summit County, State of Utah:

DRIVEWAY EASEMENT PARCEL. Beginning at a point on the East-West $\frac{1}{4}$ Section line of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian which is North 89°56'24" East, 244.79 feet, more or less, from the Center of said Section 16 said point also being South 35°55'28" East, 88.58 feet and North 89°56'24" East, 214.54 feet, more or less, from a Park City Monument at the Intersection of Lowell Avenue and 9th Street; and running thence North 89°56'24" East, 32.27 feet; thence South 30°27'31" East, 80.28 feet; thence South 57°40'08" East, 109.20 feet; thence North 60°08'27" East, 11.21 feet; thence South 38°06'27" East, 39.16 feet; thence South 57°40'08" East, 89.35 feet; thence South 33°32'19" West, 30.00 feet; thence North 57°40'08" West, 207.16 feet; thence North 82°22'58" West, 220.49 feet to a point on a 125.00 foot radius curve to the left (radius point bears North 7°37'02" East); thence running easterly along the arc of said curve 174.01 feet (Delta = 79°45'43") to the point of beginning. Containing 0.41 Acres, more or less.

All construction, repair, replacement, and maintenance, activities associated with the above easement shall be carried out in a workmanlike and timely manner and meet all state, local, and city code requirements.

This Easement shall be expressly limited to a driveway serving the appurtenant to the following described parcel of real property, located in Summit County, State of Utah:

SHEEN PARCEL. Beginning at a point which is North 23°38' West, 11.10 feet and South 66°22' West, 30.00 feet from the Southwest Corner of Block 26, Park City Survey, Amended Plat said point also being South 23°38' East, 193.16 feet and South 66°22' West, 5.00 feet from a Park City Monument at the Intersection of Norfolk Avenue and 8th Street; and running thence South 33°32'19" West, 86.58 feet; thence North 57°40'08" West, 94.35 feet; thence North 59°47'16" East, 49.25 feet; thence North 29°10'28" West, 0.71 feet; thence North 63°20'00" East, 20.27 feet; thence North 62°50'00" East, 36.54 feet; thence North 66°22'00" East, 20.00 feet; thence South 23°38' East, 40.92 feet to the point of beginning. Containing 0.157 Acres, more or less.

The Grant of Easement was recorded on October 26, 1990, at 3:29 p.m., as Entry No. 332029, Book 584, Pages 466-67, in the records of the Summit County Recorder. *See* Exhibit 2.

I.

1. By Personal Representative's Deed dated June 8, 2006, Brian K. Malliet and Pamela Guevara obtained ownership of the Sheen Parcel from the Estate of Frederick C. Moore. Exhibit A to the Personal Representative's Deed states, in part, as follows:

Sheen Parcel. Beginning at a point which is North 23°38' West 11.10 feet and South 66°22' West 30.00 feet from the Southwest Corner of Block 26, Park City Survey, Amended Plat said point also being South 23°38' East 193.16 feet and South 66°22' West 5.00 feet from a Park City Monument at the intersection of Norfolk Avenue and 8th Street; and running thence South 33°32'19" West 86.58 feet; thence North 57°40'08" West 94.35 feet thence North 59°47'16" East 49.25 feet thence North 29°10'28" West 0.71 feet; thence North 63°20'00" East 20.27 feet; thence North 62°50'00" East 36.54 feet; thence North 66°22'00" East 20.00 feet; thence South 23°38' East 40.92 feet to the point of beginning.

Together with a non exclusive easement for a driveway as descirbed [sic] and set forth in Easement recorded October 26, 1990 as Entry No. 332029, in Book 584 at Page 466, Summit County Recorder's Office.

The Personal Representative's Deed was recorded on June 8, 2006, as Entry No. 00780236, Book 01796, Pages 00230-232, in the records of the Summit County Recorder. *See* Exhibit 10.

I.

1. By Grant Deed dated December 28, 2007, bkm Park City, LLC obtained ownership of the

the parties' claims in this case. The Court is not considering extrinsic evidence to consider intent.

(Complaint – First Cause of Action – Declaratory Judgment)

I.

1. With an easement, there is a balancing between the rights of the servient and dominant estates. There cannot be unreasonable interference on either side.
2. On the one hand it is to be realized that the owner of the fee title, because of his general ownership, should have the use and enjoyment of his property to the highest degree possible, not inconsistent with the easement. On the other, the owner of the easement should likewise have the right to use and enjoy his easement to the fullest extent possible not inconsistent with the rights of the fee owner. *North Union Canal Company v. Newell*, 550 P.2d 178, 179 (Utah 1976).
3. The holder of an easement is entitled to use the servient estate in a manner that is reasonably necessary for the convenient enjoyment of the servitude. The manner, frequency and intensity of the use may change over time to take advantage of developments and technology and to accommodate normal development of the dominant estate. The holder is not entitled to cause unreasonable damage to the servient estate or interfere unreasonably with its enjoyment. Because there are two parties' interests involved, the right of the easement owner and the right of the land owner are not absolute, irrelative and uncontrolled but are so limited, each by the other, that there may be a due and reasonable enjoyment of both. *Big Cottonwood Tanner Ditch Co. v. Moyle*, 174 P.2d 148, 158 (Utah 1946).
4. The easement holder also enjoys the privilege to do such acts as are necessary to make effective his or her enjoyment of the easement. That is, the easement holder has the right to make incidental uses beyond the express easement and does not exceed the easement's scope if those uses are made in a reasonable manner and they do not cause unnecessary injury to the servient owners. *Conatser v. Johnson*, 2008 UT 48, ¶ 21, 194 P.3d 897.
5. Under the incidental use law with easements, the first thing that the Court needs to consider is

whether the incidental uses are reasonable and necessary for the convenient enjoyment of the servitude.

6. Lights are expressly allowed in the language of the Grant of Easement. *See* Exhibit 2. The fact that the lights happen to be affixed to stone pillars that are also used for a gate does not negate the express provision that lights in and of themselves are allowed. At the time of trial, the lights in their location atop the pillars were not unreasonably interfering with the servient estate's enjoyment of its property nor had they caused unreasonable damage to the servient estate.
7. As constructed at the time of trial, the snowmelt system was a drainage feature expressly allowed in the Grant of Easement. *See* Exhibit 2. At the time of trial, the snowmelt system was not unreasonably interfering with the servient estate's enjoyment of its property nor had it caused unreasonable damage to the servient estate.
8. The gate and parking return area are not expressly provided for in the language of the Grant of Easement. *See* Exhibit 2. The Court's analysis is whether or not they are incidental uses under the Grant of Easement.
9. At the time of trial, the gate was an incidental use under the Grant of Easement and was not causing unreasonable damage to the servient estate and was not causing unreasonable interference with Sweeney Land and Park City II's use of the Sweeney Property. At the time of trial, the gate was reasonably necessary for the convenient enjoyment of the servitude for a driveway so that the public is not using the driveway in an unauthorized way so that it is a safe and effective use of the Driveway Easement by the Kienzles.
10. At the time of trial, the parking return area or turnaround area was a widening of the entrance portion of the driveway, but was within the metes and bounds description for the Driveway Easement Parcel. The dominant owners, the Kienzles, use it right now for turnaround for the use of the driveway. There is no grant of specific parking spaces or turnaround area in the Grant of Easement, so there is no right or entitlement to parking or a turnaround area within the Driveway Easement Parcel. But right now, with the configuration of this widened area for

the parking return area, it is being used in a way that is reasonably necessary for the convenient enjoyment of the Sheen Property. At this time it does not currently unreasonably interfere with Sweeney Land and Park City II's use of the Sweeney Property.

11. However, if the servient estate moves forward with constructing the Treasure Hill

Development as depicted in the development plan presented at trial, the Improvements on the Driveway Easement Parcel, including the stone pillars, the snowmelt system, the gate and the parking or turnaround area will unreasonably interfere with the Sweeney Property and Sweeney Land and Park City II's use of the Sweeney Property, and the Improvements will need to be either removed or relocated. Accordingly, if the Kienzles wish to relocate and use the pillars and gate at the spur or the split (i.e., where the driveway to the Sheen Parcel splits off the driveway to the Treasure Hill Development), then it is the Kienzles' burden and cost to bear that relocation cost. *See Exhibit 22.*

12. If the snowmelt system, the stone pillars and the gate are simply being dug up when Sweeney Land and Park City II excavate with the actual construction of the Treasure Hill Development to build the modified road, then Sweeney Land and Park City II will bear the cost of the excavation and construction, but not the cost of relocating the snowmelt system, the stone pillars and the gate.

13. The Grant of Easement is non-exclusive. It is a "non-exclusive easement to construct, repair, replace and maintain a driveway, associated retaining walls, cuts, fills, drainage features and lighting on, across and through the following described parcel"; all of which is non-exclusive. The Grant of Easement does not grant the dominant estate an exclusive right to locate the driveway. Nor does it grant the dominant estate an exclusive right to construct, repair, replace and maintain a driveway. Sweeney Land and Park City II also have the ability to construct, repair, replace and maintain the driveway so long as it does not unreasonably interfere with the dominant estate's use of their servitude.

14. With respect to Plaintiff's request for a declaration that the dominant estate is prohibited from impeding the Treasure Hill Development, such a request is too broad under the law. However,

the law is that the dominant estate has the right to make incidental uses beyond the express easement, and such does not exceed the easement's scope so long as those uses are "made in a reasonable manner and they do not cause unnecessary injury to the servient owners."

Conatser, 2008 UT 48, ¶ 21.

(Complaint – Second Cause of Action – Quiet Title)

I.

1. Contracts should be construed so as to give effect to the parties' intentions and such intent should be determined, if possible, by examining the written agreement executed by the parties. When agreements are executed substantially, contemporaneously and are clearly interrelated, they must be construed as a whole and harmonized, if possible. *HCA Health Servs. of Utah, Inc. v. St. Mark's Charities*, 846 P.2d 476, 484 (Utah App. 1993). When an agreement between parties is contained in more than one instrument, those instruments must be construed together as though they comprised a single document. *Id.* Multiple writings must be considered together when part of the same contract. *Id.*
2. There is nothing ambiguous in the 1990 Grant of Easement and it must be interpreted in conjunction with the 1990 Quit Claim Deed. The Grant of Easement and Quit Claim Deed were executed by the same people at the same time and recorded at the same time and they refer to each other. *See* Exhibits 1 and 2. The Quit Claim Deed was executed by John Sweeney and then the Grant of Easement executed by John Sweeney as well. The two documents need to be interpreted together.
3. The 1990 Quit Claim Deed expressly refers to and is subject to the grant of an easement for a driveway (Ex. A at 6.3.11.5) and the Court must construe the 1990 Quit Claim Deed and the 1990 Grant of Easement together. There is only one reasonable interpretation when the Court does that, specifically, that the Grant of Easement is a non-exclusive easement to construct, repair, replace and maintain a driveway. That does not mean that there was only one party that could locate the driveway. The parties clearly intended the driveway would serve not only the Sheen Parcel but also the Mid-Station and Creole Sites, as demonstrated by the 1990 Quit

Claim Deed and express records on Exhibit A to Sheet 8 in the Master Plan. *See* Exhibits 1 and 21.

4. The fact that the Sheen Parcel had a non-exclusive easement to construct the driveway does not mean that the Sweeney Property later did not have the ability to reconstruct or modify the driveway. Logically, the house was going first. The driveway would serve the house first until the Treasure Hill Development was constructed.

(Kienzles' Counterclaim for Declaratory Judgment)

I.

1. As to the Kienzles' Counterclaim, the Court denies the declaratory judgment that the owners of the Sweeney Property may not relocate the driveway without the consent of the Kienzles or their successors.
2. The Court does not find any basis in the express language in the 1990 Quit Claim Deed or the 1990 Grant of Easement that would create the Kienzles' alleged right for consent. Sweeney and Park City II may modify or relocate the driveway within the metes and bounds of the Driveway Easement Parcel so long as it does not unreasonably interfere with the Kienzles use of their servitude. *See* Exhibits 1 and 2. *Union Pac. R.R. v. Utah Dep't. of Transp.*, 2013 UT 39, ¶ 27, n. 5-6, 310 P.3d 1024.
3. The law also provides that the driveway may be able to be relocated slightly outside of the Driveway Easement Parcel so long as no significant lessening of the utility occurs, it does not increase the burdens on the dominant estate's use or enjoyment, and does not frustrate the purpose by doing so. *See Restatement Third of Property, Servitudes* § 4.8; *Union Pacific v. UDOT*, 2013 UT 39, ¶ 27, n. 5 and 6; *Wycoff v. Barton*, 646 P.2d 756 (Utah 1982); and *D'Abracci v. Shaw Bastian*, 117 P.3d 1032 (Or. Ct. App. 2005).
4. The law provides: "On the one hand, it is to be realized that the owner of the fee title, because of his general ownership, should have the use and enjoyment of his property to the highest degree possible, not inconsistent with the easement. On the other, the owner of the easement should likewise have the right to use and enjoy his easement to the fullest extent possible not

inconsistent with the rights of the fee owner.” *N. Union Canal Co. v. Newell*, 550 P.2d 178, 179 (Utah 1976).

5. Although the Kienzles obviously have rights regarding providing input and participating in the planning process with Park City as it relates to their property and the driveway easement, the Grant of Easement does not require their consent. However, the Kienzles do have rights and those rights are that they are able to use and enjoy their easement to the fullest extent possible not inconsistent with the rights of the fee owners. Conversely, Sweeney Land and Park City II should have the use and enjoyment of their property to the highest degree possible, not inconsistent with the easement.

II. ORDER AND FINAL JUDGMENT

1. The Court GRANTS in part and DENIES in part, Sweeney Land and Park City II’s first claim for relief for declaratory judgment and second claim for relief for quiet title.
2. Specifically, as to the claim for declaratory judgment in ¶ 23(i)-(iv) of Plaintiff’s Complaint, the Court declares, adjudges and decrees: i) Sweeney Land and Park City II are the fee title owners of the real property subject to the Grant of Easement; ii) Under the Grant of Easement, the Kienzles and any successor owners are entitled solely to a nonexclusive easement to construct, repair, replace and maintain a driveway to the Kienzle Parcel (Sheen Parcel), associated retaining walls, cuts and fills, drainage features, and lighting; iii) The lights and drainage feature (snowmelt system) currently in place are expressly allowed by the Grant of Easement and the gate, pillars and turnaround area are incidental uses. None of these improvements are currently causing unreasonable damage to Sweeney Land and Park City II and are not currently unreasonably interfering with Sweeney Land and Park City II’s use or enjoyment of their property. However, if the servient estate moves forward with constructing the Treasure Hill Development as depicted in the development plan presented at trial, the Improvements on the Driveway Easement Parcel, including the stone pillars, the snowmelt system, the gate and the parking or turnaround area will unreasonably interfere with Sweeney Land and Park City II’s use of the Sweeney Property, and the Improvements will need to be

either removed or relocated. Accordingly, if the Kienzles wish to relocate and use the pillars and gate at the spur or the split (i.e., where the driveway to the Sheen Parcel splits off the driveway to the Treasure Hill Development), then it is the Kienzles' burden and cost to bear that relocation cost. If the snowmelt system, the stone pillars and the gate are simply being dug up when Sweeney Land and Park City II excavate with the actual construction of the Treasure Hill Development to build the modified road, then Sweeney Land and Park City II will bear the cost of the excavation and construction, but not the cost of relocating the snowmelt system, the stone pillars and the gate; and iv) With respect to Plaintiff's request for a declaration that the Kienzles may not now or in the future impede the existing and future Treasure Hill Development, such a request is too broad under the law. However, the Court declares that the law provides the dominant estate has the right to make incidental uses beyond the express easement, so long as those uses are made in a reasonable manner and they do not cause unnecessary injury to the servient owners. The law further provides: "On the one hand, it is to be realized that the owner of the fee title, because of his general ownership, should have the use and enjoyment of his property to the highest degree possible, not inconsistent with the easement. On the other, the owner of the easement should likewise have the right to use and enjoy his easement to the fullest extent possible not inconsistent with the rights of the fee owner." *N. Union Canal Co. v. Newell*, 550 P.2d 178, 179 (Utah 1976).

3. As to Plaintiff's Second Cause of Action for Quiet Title, the Court quiets title to the Sweeney Property in Sweeney Land and Park City II. The Kienzles interest is limited to a "non-exclusive easement to construct, repair, replace and maintain a driveway, associated retaining walls, cuts, fills, drainage features and lighting on, across and through the" Driveway Easement Parcel set forth in the 1990 Grant of Easement. The Grant of Easement does not grant the dominant estate an exclusive right to locate the driveway. Nor does it grant the dominant estate an exclusive right to construct, repair, replace and maintain a driveway. Sweeney Land and Park City II also have the ability to construct, repair, replace and maintain the driveway so long as it does not unreasonably interfere with the dominant estate's use of

their servitude.

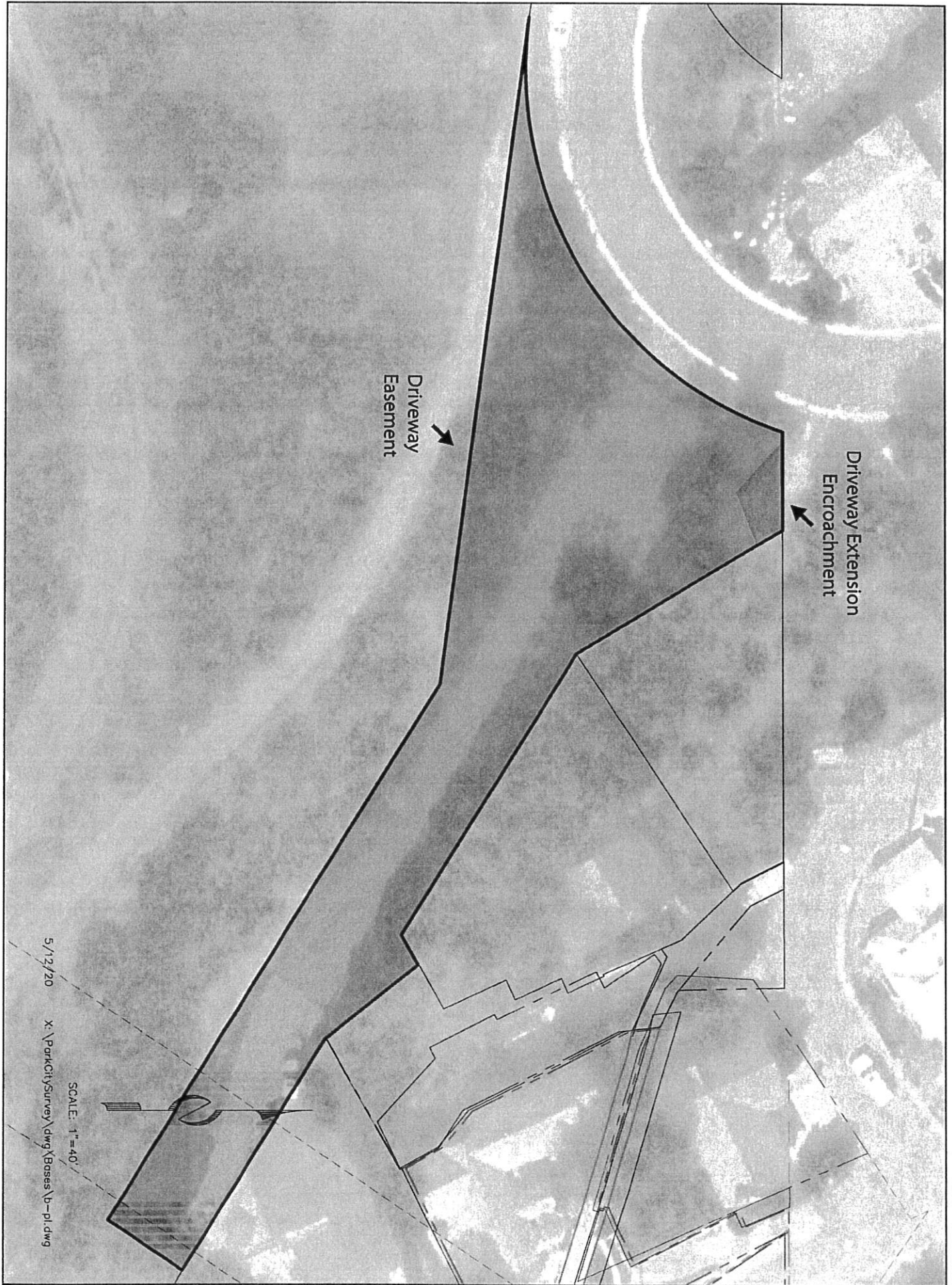
4. The remainder of the relief sought by Plaintiffs is DENIED and dismissed.
5. For the reasons set forth above, the Kienzles' Counterclaim requesting declaratory judgment that the owners of the Sweeney Property may not relocate the Driveway without the consent of the Kienzles or their successors is DENIED and dismissed.
1. The rights and obligations under this Order and Final Judgment are deemed to run with the land, benefit the dominant estate, burden the servient estate, and are binding on the successors and assigns of Sweeney Land, Park City II, and the Kienzles.
2. Each party to pay their own attorneys' fees and costs.

IT IS SO ORDERED.

*****END OF ORDER*****

In accordance with the Utah State District Courts E-filing Standard No. 4, and URCP Rule 10(e), this Order will be entered by the Court's signature at the top of the first page of this Order.

Exhibit C



Driveway Extension
Encroachment

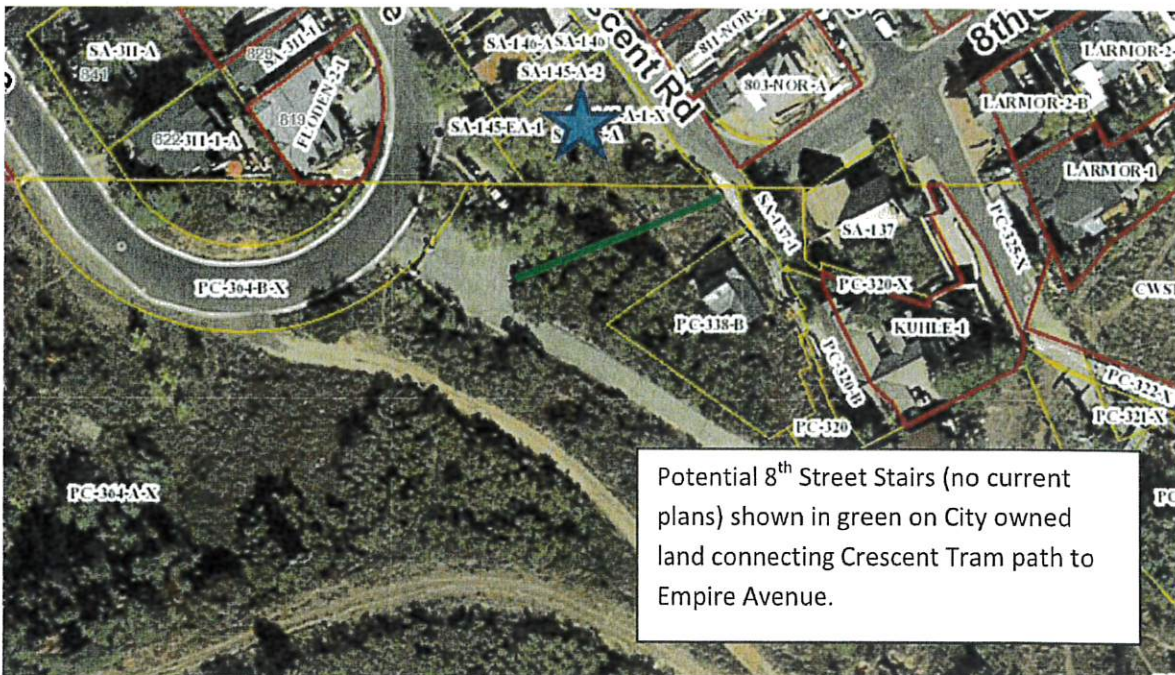
Driveway
Easement

SCALE: 1"=40'

5/12/20

X:\ParkCitySurvey\dwg\Bases\b-p.dwg

Exhibit D



Significant Vegetation

Significant Vegetation includes all large trees six inches (6") in diameter or greater measured four and one-half feet (4.5') above the ground, all groves of small trees, and all clumps of oak or maple covering an Area fifty square feet (50 sq. ft.) or more measured at the drip line.

As was noted at the February 12, 2020 hearing, the HDDR application which will be required for each lot as development progresses, requires a landscape plan which will need to show how loss of existing vegetation will be mitigated. It does appear that there is one spruce tree on the site which is likely to be determined Significant, and will require mitigation if removed, although this has not been determined yet.

Good Cause

Planning Staff finds that there is Good Cause to grant the requested two-lot (2) Subdivision to create two legal lots of record. The proposed Lots meet the Lot and Site Requirements of the Historic Residential District and development patterns of the surrounding neighborhood. Both Lots will have Frontage on Crescent Tram continuing the rhythm of the existing streetscape but will have vehicular access from Empire Avenue as requested by the Engineering Division. This will in turn encourage development of contextually compatible structures that contribute to the character and scale of the Historic residential Area and meet the purpose of the HR-1 District.

Process

The Planning Commission may recommend approving, denying, or modifying the two-lot (2) Subdivision with a final determination by City Council. The City Council

Exhibit E



City Council Staff Report



Subject: Alpine Retreat @ Park City Condominium Plat
Application: PL-19-04386
Author: Rebecca Ward
Date: July 9, 2020
Type of Item: Administrative – Condominium Plat Amendment

Summary Recommendations

Staff recommends the Council review the proposed Alpine Retreat @ Park City Condominium Plat amendment, hold a public hearing, and consider approving Ordinance 2020-33 based on the Findings of Fact, Conclusions of Law, and Conditions of Approval.

Description

Applicant:	Loren Pierce
Location:	1274 Park Avenue
Zoning District:	Historic Residential – Medium Density
Adjacent Land Uses:	Single-Family Dwellings, Multi-Family Dwellings, Park City Skateboard Park
Reason for Review:	Condominium Plat Amendments require Planning Commission review and recommendation and City Council review and action

Acronyms

LMC Land Management Code

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

Executive Summary

On December 2, 2019, the Applicant submitted a complete Condominium Plat Amendment application. The application was scheduled for the Commission's consideration on January 8, 2020, but the matter was continued to a date uncertain in order to address Homeowner Association concerns.

The Applicant proposes to add a single-car garage with access via Sullivan Road and an upper wet bar, sitting area, bathroom, closet, and sleeping area to 1274 Park Avenue, a 1,791-square-foot Significant Structure on the City's Historic Sites Inventory. 1274 Park Avenue is Unit 1 of the Alpine Retreat @ Park City Condominium Project, a six-unit condominium. A condominium plat amendment is required to accommodate the proposed conversion from common space to Unit 1 private space (Exhibit C).

To address concerns of the Homeowner Association (see Exhibit G: Public Input), the Applicant amended the proposed addition so that the structure aligns with the front door of Unit 5, the neighboring unit.

On June 10, 2020, the Planning Commission reviewed the proposal and voted 5 – 0 to forward a positive recommendation for the Council's consideration ([Staff Report; Minutes](#), p. 41). One Commissioner was excused from the meeting.

Background

On April 26, 2001, the City Council passed [Ordinance No. 01-12](#), approving the Alpine Retreat @ Park City, a condominium plat with six units, including two Significant Historic Structures, 1266 and 1274 Park Avenue (Summit County Recorder Entry [591068](#); Exhibit A).

On August 22, 2017, the Alpine Retreat Homeowners Association approved expansion of 1274 Park Avenue, Unit 1, converting 636 square feet of common area to Unit 1 private area for a future garage, driveway, and hot tub (Exhibit D).

On March 6, 2020, the Alpine Retreat Homeowners Association approved a modification to the expansion of 1274 Park Avenue, Unit 1, including a ground floor 336-square-foot garage and 150-square-foot entry foyer/mudroom/laundry area, and 521 square feet of upper level space that includes a wet bar, sitting area, bathroom, closet, and sleeping area (Exhibit E).

Analysis

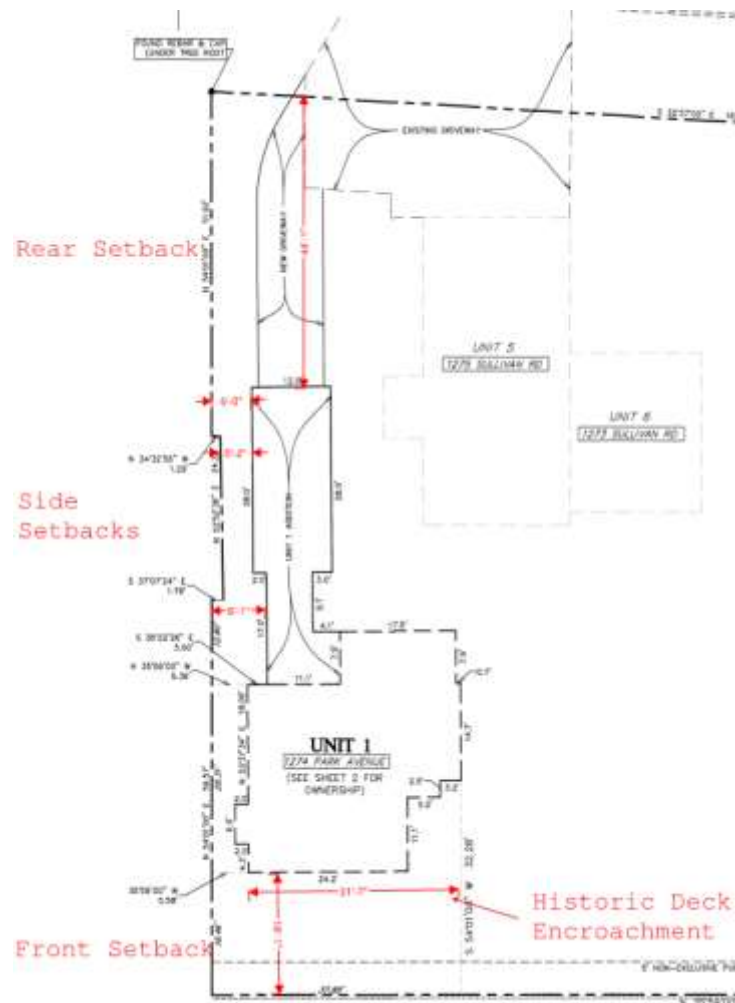
The Planning Commission reviews and recommends condominium plat approval to City Council. LMC [§ 15-12-15\(B\)\(9\)](#). Condominium plats must be approved in accordance with LMC Chapter 15-7, *Subdivisions*. LMC [§ 15-7.1-3\(C\)](#).

(I) Staff recommends the Council approve the condominium plat amendment because the proposal complies with the Historic Residential – Medium Density Zoning District Requirements outlined in LMC § 15-2.4-4, *Lot and Site Requirements* and LMC § 15-2.4-7, *Building Height*.

1274 Park Avenue is located in the Historic Residential - Medium Density (HRM) District. The purpose of the HRM District is outlined in LMC [§ 15-2.4-1](#). A Single Family Dwelling is an Allowed Use in the HRM District. LMC [§ 15-2.4-2\(A\)](#).

Lot and Site Requirements LMC § 15-2.4-4	Analysis of Proposal
Front Setback – 15 feet	The Front Setback for the existing Significant Historic Structure is approximately 18 feet and includes a deck that encroaches into the Setback. While a deck is allowed as an exception in the Front Setback if it projects no more than 3 feet into the Setback, it must not be more than 10 feet wide. The existing historic deck is approximately 31 feet wide, spanning the width of the front Façade. However, Historic Structures that do not

	comply with Setbacks are valid Non-Complying Structures. All additions to the Historic Structure must meet Setback requirements and the current proposal does, outlined below. LMC § 15-2.4-6 .
Rear Setback – 10 feet	As shown in the image from the proposed amended plat below, approximately 44 feet
Side Setback – 5 feet	As shown in the image from the proposed amended plat below, the side Setbacks for the proposed addition are approximately 5 feet at the narrowest and 8 feet at the widest
Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official	This requirement is reflected in Condition of Approval 3. LMC § 15-2.4-4(I)

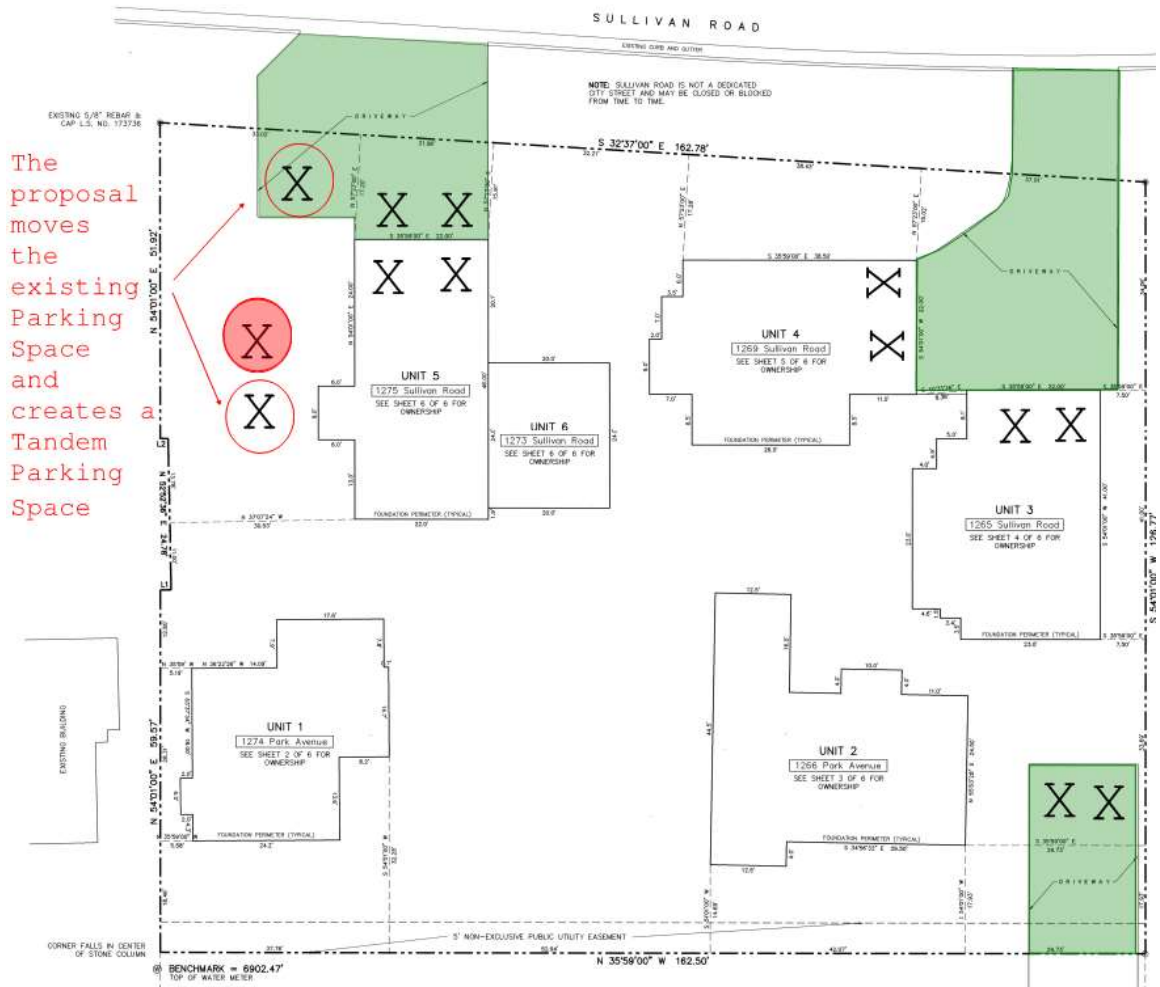


Height Requirements LMC § 15-2.4-7	Analysis of Proposal
Height – 27 feet from Existing Grade	As shown in the East Elevation image below, the proposed addition is 25 feet 6 inches from Existing Grade



(II) Staff recommends the Council approve the condominium plat amendment because the proposal complies with LMC § 15-3-6, *Parking Ratio Requirements*, LMC § 15-2.4-8, *Parking Regulations*, LMC § 15-3-3, *Driveway Standards*, and LMC § 15-3-4, *Specific Driveway Standards For Single Family Residences*.

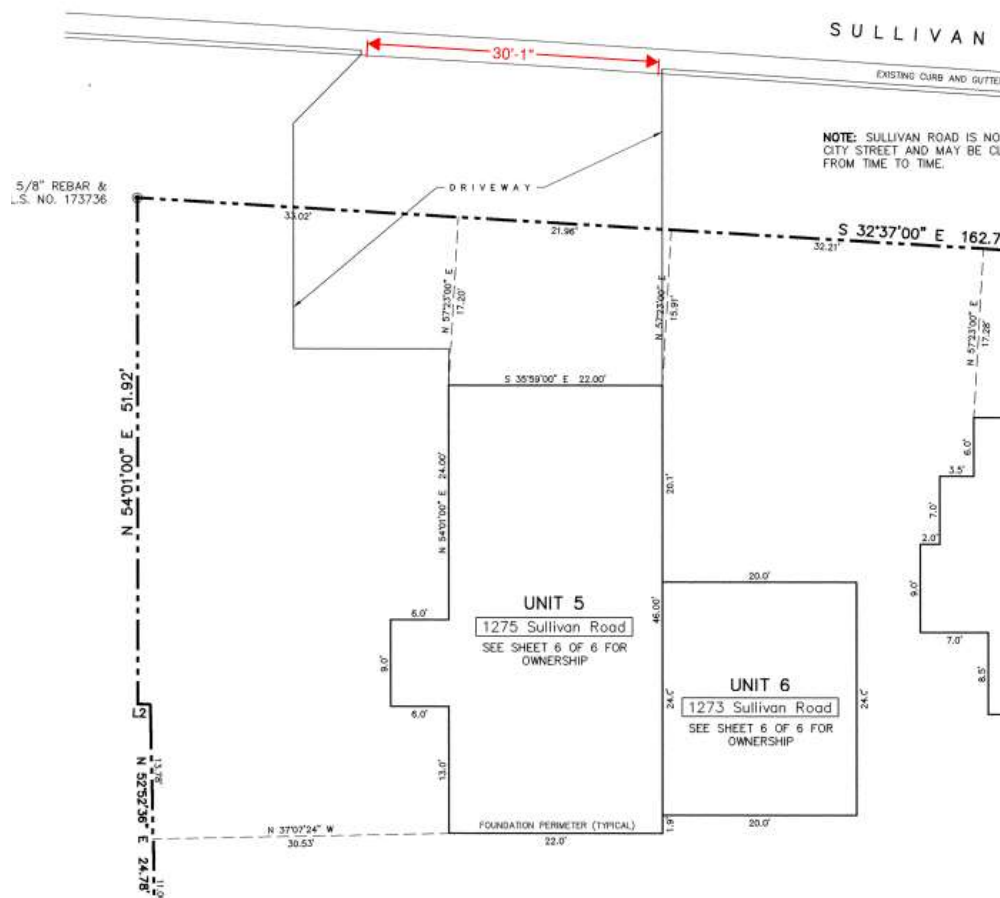
Parking Ratio Requirements LMC § 15-3-6	Analysis of Proposal
Two Parking Spaces are required for each Single Family Dwelling	There are six Single Family Dwellings on site, requiring a total of 12 Parking Spaces. Two of the Single Family Dwellings are Historic Structures. A Historic Structure that does not comply with Off-Street parking is a valid Non-Complying Structure, unless an addition to the Historic Structure creates a Lockout Unit or Accessory Apartment. LMC § 15-2.4-6. As a result, only 8 total Parking Spaces are required for the condominium. The condominium currently provides a total of 9 Parking Spaces, with 2 tandem Parking Spaces—which are allowed in the HRM—for a total of 11 (see image below). LMC § 15-2.4-8(A). The current Parking Space for 1274 Park Avenue is along the existing driveway for Units 5 and 6. The proposal relocates the Parking Space to the garage and creates a new Tandem Parking Space on the 1274 Park Avenue driveway. Approval of this project will bring the condominium parking into compliance with Off-Street Parking requirements totaling 12 Parking Spaces without any exceptions for the two Historic Structures. Condition of Approval 4 requires a plat note to prohibit the addition to 1274 from creating a Lockout Unit or Accessory Apartment because such Lockout Unit or Accessory Apartment would require an additional Parking Space.



Parking Regulations LMC § 15-2.4-8	Analysis of Proposal
Common driveways are allowed to provide Access to Parking in the rear of the Main Building if both Properties are deed restricted to allow for the perpetual Use of the shared drive	The proposed shared driveway is currently platted as common area and the plat amendment will retain the common area driveway.

Driveway Standards LMC § 15-3-3(H)	Analysis of Proposal
Minimum Width – 10 feet Maximum Width – 27 feet	The new driveway will be 12 feet in width. In 2001, the condominium plat was approved in excess of the 27-foot curb cut width at 30 feet. The City Engineer has discretion to make modifications to driveway widths. LMC § 15-3-3(H). The City Engineer approved the 30-foot curb cut width and Condition of Approval 5 requires that the curb cut be no wider than 30 feet.

The image below is taken from the recorded plat, as approved in 2001, and shows the driveway curb cut at 30 feet. (Summit County Recorder Entry No. 591068):



Driveway Standards for Single-Family Residences LMC § 15-3-4(A)	Analysis of Proposal
Single car garages must have a minimum interior dimension of 11 feet wide and 20 feet deep	The garage interior is 11 feet wide and 28 feet deep

(III) Staff recommends a Condition of Approval requiring a Conditional Use Permit to alter access from Sullivan Road to conform with LMC § 15-2.4-9.

Sullivan Road is not a platted public road. Rather, it is City property that allows vehicle access. As a result, the LMC requires a Conditional Use Permit that outlines specific criteria regarding utilities, site planning, pedestrian and landscaping improvements, and parking mitigation.

Sullivan Road Access LMC § 15-2.4-9	Analysis of Proposal
To make an additional curb cut, or to pave or improve existing access on Sullivan Road, requires a Conditional Use Permit prior to obtaining a building permit.	This requirement is reflected in Condition of Approval 6.

(IV) Staff recommends Conditions of Approval regarding compliance with LMC Chapter 15-11, *Historic Preservation*, LMC Chapter 15-5, *Architectural Review*, and the 1274 Park Avenue Façade Easement.

Historic Preservation LMC Chapter 15-11	Analysis of Proposal
The Design Guidelines for Park City's Historic Districts and Historic	1274 Park Avenue is a Significant Historic Structure in the Historic District. As a result, the Applicant is required to complete a Historic

Sites address additions to existing Structures	District Design Review prior to applying for a Building Permit. Condition of Approval 7.
Architectural Review LMC Chapter 15-5	1274 Park Avenue is also subject to the requirements of Architectural Review. Condition of Approval 7.

Façade Easement	Analysis of Proposal
On June 24, 1999, the owners of 1274 Park Avenue entered into the <i>Grant of Preservation Easement: 1274 Park Avenue</i> with Park City Municipal, recorded on August 16, 1999 (Summit County Recorder Entry 546937 ; Exhibit E). The easement outlines requirements to maintain the front and side Façades.	Any future construction to 1274 Park Avenue must preserve and restore the front and side Façades of 1274 Park Avenue as outlined in the Façade easement. Condition of Approval 8.

(V) The Development Review Committee reviewed this application and did not identify any issues.

In the December 17, 2019 Development Review Committee meeting, the City Engineer reviewed the proposed plat amendment and will work with the applicant at the time of Conditional Use Permit, pursuant to the requirements of LMC [§ 15-2.4-9](#), *Sullivan Road Access*.

Good Cause

The LMC 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.* LMC [§ 15-15-1](#).

Staff finds good cause for the Alpine Retreat @ Park City Condominium Plat Amendment because approval of this plat amendment will add an additional Tandem Parking Space to the site, bringing the total Parking Spaces to 12, as required by the LMC without any exceptions for the two Historic Structures. Additionally, the Applicant

must secure a Conditional Use Permit to alter Sullivan Road access to ensure that the additional access on Sullivan Road does not have any unmitigated impact on neighboring properties or City property.

Process

The approval of this condominium plat amendment by the City Council constitutes Final Action that may be appealed pursuant to LMC [§ 15-1-18](#).

Department Review

A condominium plat amendment must be reviewed by the Planning, Engineering, and Building Departments, as well as the City Attorney, prior to recommendation to the Planning Commission. LMC [§ 15-4-12](#).

The proposed plat amendment was reviewed by the Building Department as part of the Development Review Committee on December 17, 2019. The Planning, Engineering, and Legal Departments reviewed this application.

The City Engineer, City Attorney, City Recorder, City Council, and Mayor must review the final approved condominium plat before recordation. LMC [§ 15-12-15\(B\)\(9\)](#).

Notice

Staff published notice on the City's website and the Utah Public Notice website, and posted notice to the property on May 27, 2020. Staff mailed courtesy notice to property owners within 300 feet on May 27, 2020. The *Park Record* published notice on May 27, 2020. LMC [§ 15-1-21](#).

Public Input

Attached as Exhibit G

Alternatives

- The Council may approve Ordinance 2020-33;
- The Council may deny Ordinance 2020-33; or
- The Council may request additional information and continue the discussion to a later date.

Exhibits

Attachment 1 – Ordinance 2020-33

Exhibit A: Alpine Retreat @ Park City Condominium Plat

Exhibit B: 1274 Park Avenue Photos

Exhibit C: Proposed Alpine Retreat @ Park City Unit 1, Amended Condominium Plat

Exhibit D: August 22, 2017 Alpine Retreat Homeowners Association approval

Exhibit E: March 6, 2020 Alpine Retreat Homeowners Association approval

Exhibit F: Grant of Preservation Easement – 1274 Park Avenue

Exhibit G: Public Input

Ordinance No. 2020-33

**AN ORDINANCE APPROVING THE ALPINE RETREAT @ PARK CITY UNIT 1,
AMENDED CONDOMINIUM PLAT, LOCATED AT
1274 PARK AVENUE, PARK CITY, UTAH**

WHEREAS, the owners of the property located at 1274 Park Avenue petitioned the City Council for approval of the Alpine Retreat @ Park City Unit 1, Amended Condominium Plat; and

WHEREAS, on May 27, 2020, notice was published in the *Park Record* and on the City and Utah Public Notice websites; and

WHEREAS, on May 27, 2020, the property was properly noticed and posted according to the requirements of the Land Management Code; and

WHEREAS, on May 27, 2020, courtesy notice was mailed to property owners within 300 feet of the Alpine Retreat @ Park City Condominiums; and

WHEREAS, on June 10, 2020, the Planning Commission reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, on June 10, 2020, the Planning Commission forwarded a positive recommendation for City Council's consideration on July 9, 2020; and

WHEREAS, on July 9, 2020, the City Council reviewed the proposed plat amendment and held a public hearing; and

WHEREAS, the condominium plat is consistent with the Park City Land Management Code, including § 15-4-12, § 15-7.1-3(C), § 15-12-15(B)(9), and Chapters 15-2.4 and 15-3.

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

SECTION 1. APPROVAL. The Alpine Retreat @ Park City Unit 1, Amended Condominium Plat is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. On April 26, 2001, the City Council passed Ordinance No. 01-12, approving the Alpine Retreat @ Park City, a condominium plat with six units, including two Significant Historic Structures, 1266 and 1274 Park Avenue (Summit County Recorder Entry 591068).
2. 1274 Park Avenue, a 1,791-square-foot Significant Historic Structure, is Unit 1 of the Alpine Retreat @ Park City Condominium Project.

3. On August 22, 2017, the Alpine Retreat Homeowners Association approved expansion of 1274 Park Avenue (Unit 1) to include 636 square feet of common area for a future garage, driveway, and private hot tub area.
4. The Applicant submitted a complete Condominium Plat Amendment application to the Planning Department on December 4, 2019.
5. The plat amendment was originally scheduled for the Commission's review on January 16, 2020. However, the matter was continued to a date uncertain to address Homeowner Association concerns.
6. On March 6, 2020, the Alpine Retreat Homeowners Association approved a modification to the expansion of 1274 Park Avenue, Unit 1, including a ground floor 336-square-foot garage and 150-square-foot entry foyer/mudroom/laundry area, and 521 square feet of upper level space that includes a wet bar, sitting area, bathroom, closet, and sleeping area.
7. The Alpine Retreat @ Park City Condominium Plat memorializes private, common, and limited common area for six Units.
8. 1274 Park Avenue is located in the Historic Residential – Medium Density Zoning District.
9. The purpose of the HRM District is outlined in Land Management Code § 15-2.4-1.
10. The proposed plat amendment complies with HRM Setback requirements.
11. The Front Setback in the HRM District is 15 feet. The Front Setback for the existing Significant Historic Structure is approximately 18 feet and includes a deck that encroaches into the Setback. While a deck is allowed as an exception in the Front Setback if it projects no more than 3 feet into the Setback, it must not be more than 10 feet wide. The existing historic deck is approximately 31 feet wide, spanning the width of the front Façade. However, Historic Structures that do not comply with Setbacks are valid Non-Complying Structures. All additions to the Historic Structure must meet Setback requirements. There are no additions proposed in the Front Setback.
12. The Rear Setback in the HRM District is 10 feet. The proposed addition exceeds this requirement with a Rear Setback of 44 feet.
13. The Side Setback in the HRM District is 5 feet. The proposed addition meets Side Setback requirements and is 5 feet at the narrowest and 8 feet at the widest.
14. Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
15. The proposed plat amendment complies with Building Height Restrictions.
16. Maximum Building Height in the HRM District is 27 feet from Existing Grade. The proposed addition is 25 feet 6 inches from Existing Grade.
17. Single-Family Dwellings require two Off-Street parking spaces. There are six Single Family Dwellings in the condominium, requiring a total of 12 Parking Spaces. Two of the Single Family Dwellings are Historic Structures. A Historic Structure that does not comply with Off-Street parking is a valid Non-Complying Structure, unless an addition to the Historic Structure creates a Lockout Unit or Accessory Apartment. As a result, only 8 total Parking Spaces are required for the condominium.

18. The condominium currently provides a total of 9 Parking Spaces, with 2 tandem Parking Spaces—which are allowed in the HRM—for a total of 11.
19. The current Parking Space for 1274 Park Avenue is along the existing driveway for Units 5 and 6. The proposal relocates the Parking Space to the garage and creates a new Tandem Parking Space on the 1274 Park Avenue driveway.
20. Approval of this project will bring the condominium into compliance with Off-Street Parking requirements with a total of 12 on-site Parking Spaces without any exceptions for the two Historic Structures.
21. Condition of Approval 4 prohibits the addition to 1274 from creating a Lockout Unit or Accessory Apartment because such Lockout Unit or Accessory Apartment would require an additional Parking Space.
22. The proposed plat amendment complies with Off-Street Parking requirements so long as the studio unit constructed above the garage is not used as a Lockout Unit or Accessory Apartment.
23. Common driveways are allowed to provide Access to Parking in the rear of the Main Building if both Properties are deed restricted to allow for the perpetual Use of the shared drive. The proposed shared driveway for Unit 1 and Units 5 and 6 is currently platted as common area. The plat amendment will retain the common area driveway.
24. Driveways for shared Single Family Dwellings must have a minimum width of 10 feet. The proposed driveway is 12 feet in width.
25. Driveway curb-cut for shared Single Family Dwellings must not exceed 27 feet in width. The 2001 plat approval exceeded this width and was approved at 30 feet. The City Engineer has discretion for curb-cut widths and approved retention of the 30-foot curb cut.
26. Single car garages must have a minimum interior dimension of 11 feet in width and 20 feet in depth for a Single-Family Dwelling. The proposed garage is 11 feet wide and 28 feet deep.
27. The driveway for Units 1, 5, and 6 is accessed via Sullivan Road. Altering access from Sullivan Road triggers LMC § 15-2.4-9 and a Conditional Use Permit is required to ensure compliance with the LMC prior to applying for a Building Permit.
28. 1274 Park Avenue is a Significant Historic Structure in the Historic District.
29. The Applicant is required to complete a Historic District Design Review prior to applying for a Building Permit.
30. Additions to the Significant Historic Structure shall comply with the Design Guidelines for Historic Districts and Historic Sites, Historic Preservation LMC Chapter 15-11, and Architectural Review LMC Chapter 15-5.
31. On June 24, 1999, the owners of 1274 Park Avenue entered into the *Grant of Preservation Easement: 1274 Park Avenue* with Park City Municipal. The easement was recorded on August 16, 1999 (Summit County Recorder Entry 546937).
32. The easement outlines requirements to maintain the front and side Façades of 1274 Park Avenue and any future construction to 1274 Park Avenue must preserve and restore the front and side Façades of 1274 Park Avenue as outlined in the easement.

Conclusions of Law

1. There is good cause for the Alpine Retreat @ Park City Condominium Plat Amendment because the plat amendment will increase on-site parking by one Parking Space, bringing the total Parking Spaces for the property to the 12 required by code without exceptions for the two Historic Structures. Also, altering access via Sullivan Road will require a Conditional Use Permit to ensure there are no unmitigated impacts to neighboring properties or to City property.
2. The proposed plat amendment complies with the LMC, including § 15-4-12, § 15-7.1-3(C), § 15-12-15(B)(9), and Chapters 15-2.4 and 15-3, and applicable State law regarding Condominium Plats.
3. Neither the public nor any person will be materially injured by the proposed Condominium Plat Amendment.
4. Approval of the Condominium 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 with the County within one year from the date of City Council approval. If recordation has not occurred within one year, this approval of the plat is void, unless a request for an extension is made in writing prior to the expiration date and the City Council grants an extension.
3. Site plans and Building design must resolve snow release issues to the satisfaction of the Chief Building Official.
4. A Plat Note shall state that the addition to 1274 Park Avenue shall not be used as a Lockout Unit or Accessory Apartment.
5. The Sullivan Road curb cut shall be no wider than 30 feet.
6. LMC § 15-2.4-9 requires a Conditional Use Permit to alter access on Sullivan Road and must be obtained prior to applying for a Building Permit.
7. 1274 Park Avenue is a Significant Historic Structure in the Historic District and is subject to a Historic District Design Review and Architectural Review prior to applying for a Building Permit.
8. Any future development shall comply with the *Grant of Preservation Easement: 1274 Park Avenue*, recorded on August 16, 1999 (Summit County Recorder Entry 546937).

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

PASSED AND ADOPTED this 9th Day of July, 2020.

PARK CITY MUNICIPAL CORPORATION

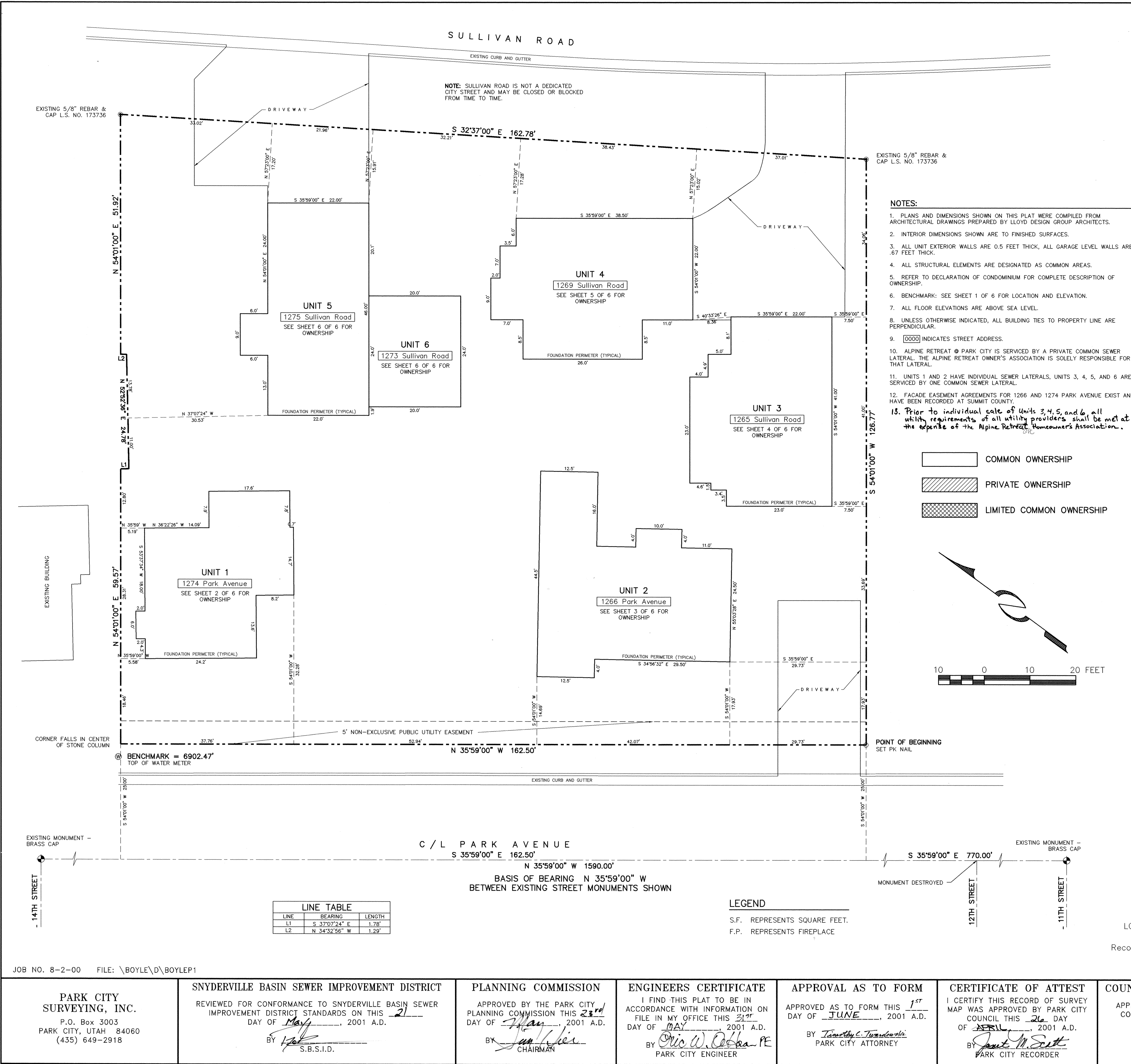
Andy Beerman, MAYOR

ATTEST:

City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney



SURVEYOR'S CERTIFICATE

I, Robert W. Pohl, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 173736 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, this Record of Survey Map of ALPINE RETREAT @ PARK CITY, a Utah Condominium Project in accordance with the provisions of Section 57-8-13 of the Utah Condominium Ownership Act. I further certify the buildings and property are shown correctly.

Robert W. Pohl
Robert W. Pohl L.S. 173736

5/18/2001
Date

STATE OF UTAH
PROFESSIONAL LAND SURVEYOR
ROBERT W. POHL
NO. 173736
5/18/2001

BOUNDARY DESCRIPTION

Beginning at an existing street monument in the intersection of Park Avenue and 11th Street; thence North 35° 59' 00" West, a distance of 770.00 feet along the center line of said Park Avenue, (Basis of bearing being North 35° 59' 00" West along the said Park Avenue center line between the said street monument at the intersection of Park Avenue and 11th Street and the street monument at the intersection of said Park Avenue and 14th Street); thence leaving said center line North 54° 01' 00" East, a distance of 25.00 feet to the Southwest corner of Lot 1, Boyle Property Plat Amendment, recorded August 19, 1999 as entry No. 546935, according to the official plat thereof on file and of record in the Summit County Records Office, said point being the TRUE POINT OF BEGINNING; thence along the Westerly line of said plat North 35° 59' 00" West, a distance of 162.50 feet; thence along the Northwesterly line of said plat, North 54° 01' 00" East, a distance of 59.57 feet; thence leaving said line South 37° 07' 24" East, a distance of 1.78 feet; thence North 52° 52' 36" East, a distance of 24.78 feet; thence North 34° 32' 56" West, a distance of 1.29 feet to the Northwesterly line of the said Boyle Property Plat Amendment; thence along said line North 54° 01' 00" East, a distance of 51.92 feet; thence along the Easterly line of said plat South 32° 37' 00" East, a distance of 162.78 feet; thence along the Southerly line of said plat South 54° 01' 00" West, a distance of 126.77 feet to the point of beginning. Contains 0.49 acres more or less.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS: that the undersigned ALPINE RETREAT @ PARK CITY, L.L.C., a Utah Limited Liability Company, the owner of the tract of land described herein as the ALPINE RETREAT @ PARK CITY Condominiums, a Utah Condominium Project located on said tract of land, has caused a survey to be made and this Record of Survey Map to be prepared does hereby give its consent to the recordation of the Record of Survey Map and submit this property to the Utah Condominium Ownership Act. Further, the owner does hereby irrevocably offer for dedication to Park City Municipal Corporation, the Snyderville Basin Sewer Improvement District, the Park City Fire Protection District, a non-exclusive easements over the utility easements, public trail easements, and snow storage easement shown on this plat for the purpose of providing access for utility installation, maintenance, use and eventual replacement, and for trail access by the general public, in accordance with an irrevocable offer of dedication. The owner further certifies all buildings will be built as shown.

In witness whereof, the undersigned has set its hand on this _____ day of _____, 2001.

ALPINE RETREAT @ PARK CITY, L.L.C., a Utah Limited Liability Company

By *Gary D. Boyle*
Gary D. Boyle, member

By *Sue E. Boyle*
Sue E. Boyle, member

ACKNOWLEDGMENT

State of Utah) ss:
County of Summit)

On the 21 day of May, 2001, personally appeared before me the undersigned Notary Public in and for the said State and County, Gary D. Boyle, who after being duly sworn, acknowledged to me that he is a member of Alpine Retreat @ Park City, L.L.C., a Utah Limited Liability Company, the owner of the herein described tract of land, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization or its Operating Agreement.

Darlene Z. White
Notary Public
My commission expires: 11-14-02

NOTARY PUBLIC
Darlene Z. White
2800 Homestead Rd.
Park City, Utah 84098
My Commission Expires
November 14, 2002
STATE OF UTAH

ACKNOWLEDGMENT

State of Utah) ss:
County of Summit)

On the 21 day of May, 2001, personally appeared before me the undersigned Notary Public in and for the said State and County, Sue E. Boyle, who after being duly sworn, acknowledged to me that she is a member of Alpine Retreat @ Park City, L.L.C., a Utah Limited Liability Company, the owner of the herein described tract of land, and that the foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization or its Operating Agreement.

Darlene Z. White
Notary Public
My commission expires: 11-14-02

NOTARY PUBLIC
Darlene Z. White
2800 Homestead Rd.
Park City, Utah 84098
My Commission Expires
November 14, 2002
STATE OF UTAH

RECORD OF SURVEY MAP

**ALPINE RETREAT
@ PARK CITY**

A UTAH CONDOMINIUM PROJECT

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

Recorded concurrently herewith is the Declaration of Condominium of Alpine Retreat @ Park City.

JOB NO. 8-2-00 FILE: \BOYLE\D\BOYLEP1

PARK CITY SURVEYING, INC.
P.O. Box 3003
PARK CITY, UTAH 84060
(435) 649-2918

SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT
REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN SEWER IMPROVEMENT DISTRICT STANDARDS ON THIS 21 DAY OF May, 2001 A.D.
BY *[Signature]*
S.B.S.I.D.

PLANNING COMMISSION
APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 23rd DAY OF May, 2001 A.D.
BY *[Signature]*
CHAIRMAN

ENGINEERS CERTIFICATE
I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 21st DAY OF MAY, 2001 A.D.
BY *[Signature]*
PARK CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS 1st DAY OF JUNE, 2001 A.D.
BY *[Signature]*
PARK CITY ATTORNEY

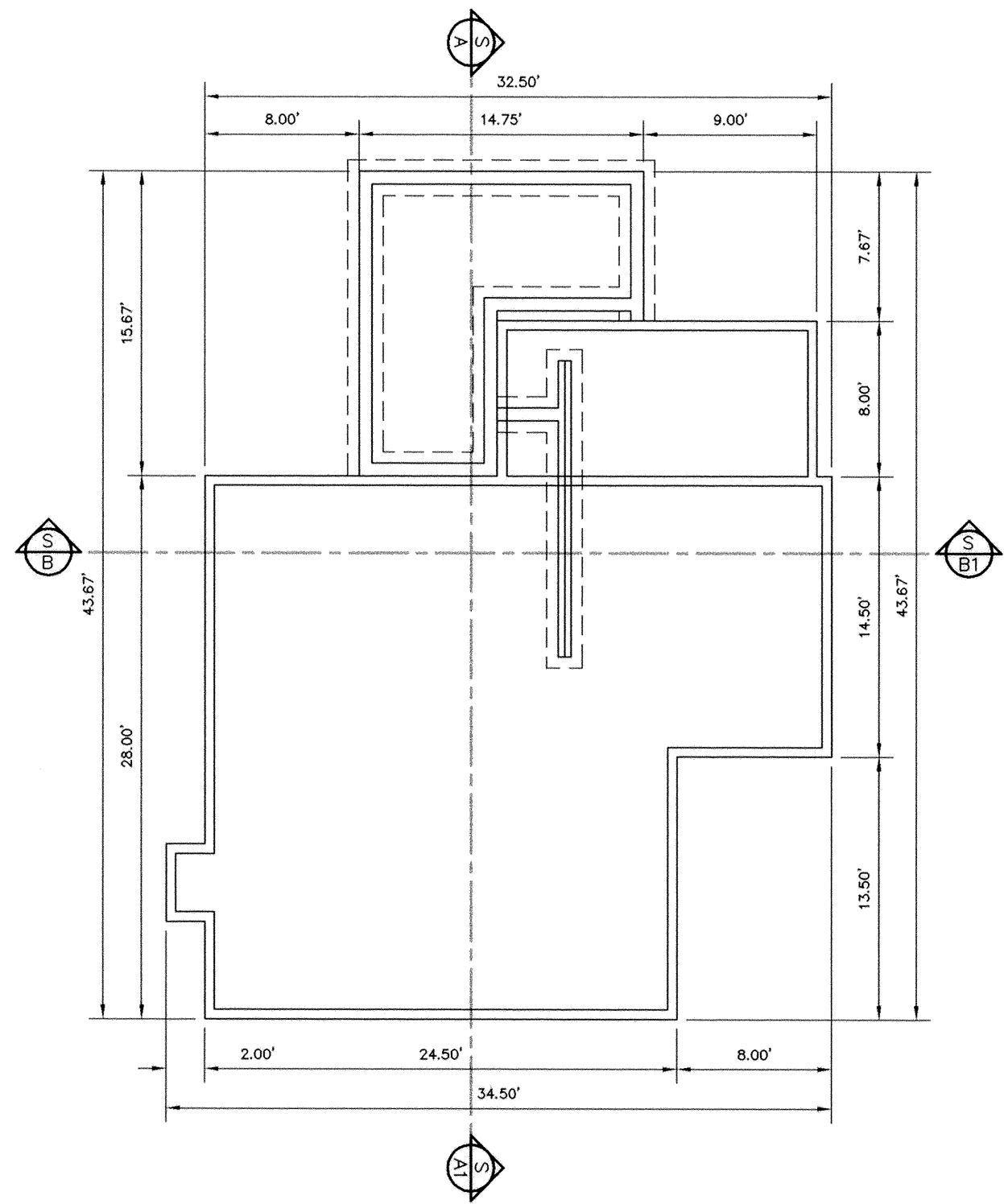
CERTIFICATE OF ATTEST
I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 26 DAY OF APRIL, 2001 A.D.
BY *[Signature]*
PARK CITY RECORDER

COUNCIL APPROVAL AND ACCEPTANCE
APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 26th DAY OF APRIL, 2001 A.D.
BY *[Signature]*
MAYOR

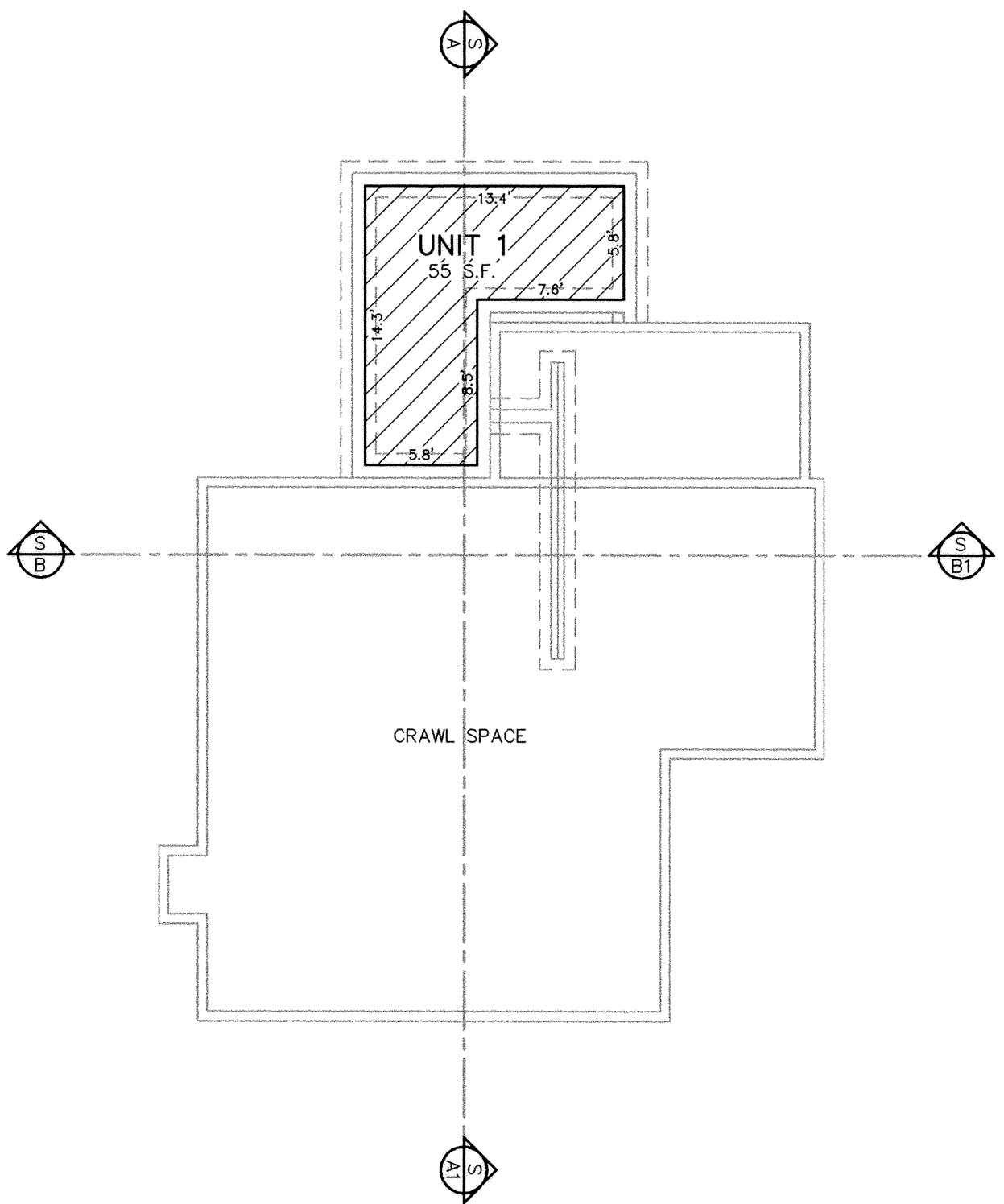
RECORDED
STATE OF UTAH COUNTY OF SUMMIT AND FILED AT THE REQUEST OF ASSOCIATED TITLE
DATE 6/12/01 TIME 15:54 BOOK --- PAGE ---
FEE \$186.00 RECORDER *[Signature]*

SHEET 1 OF 6

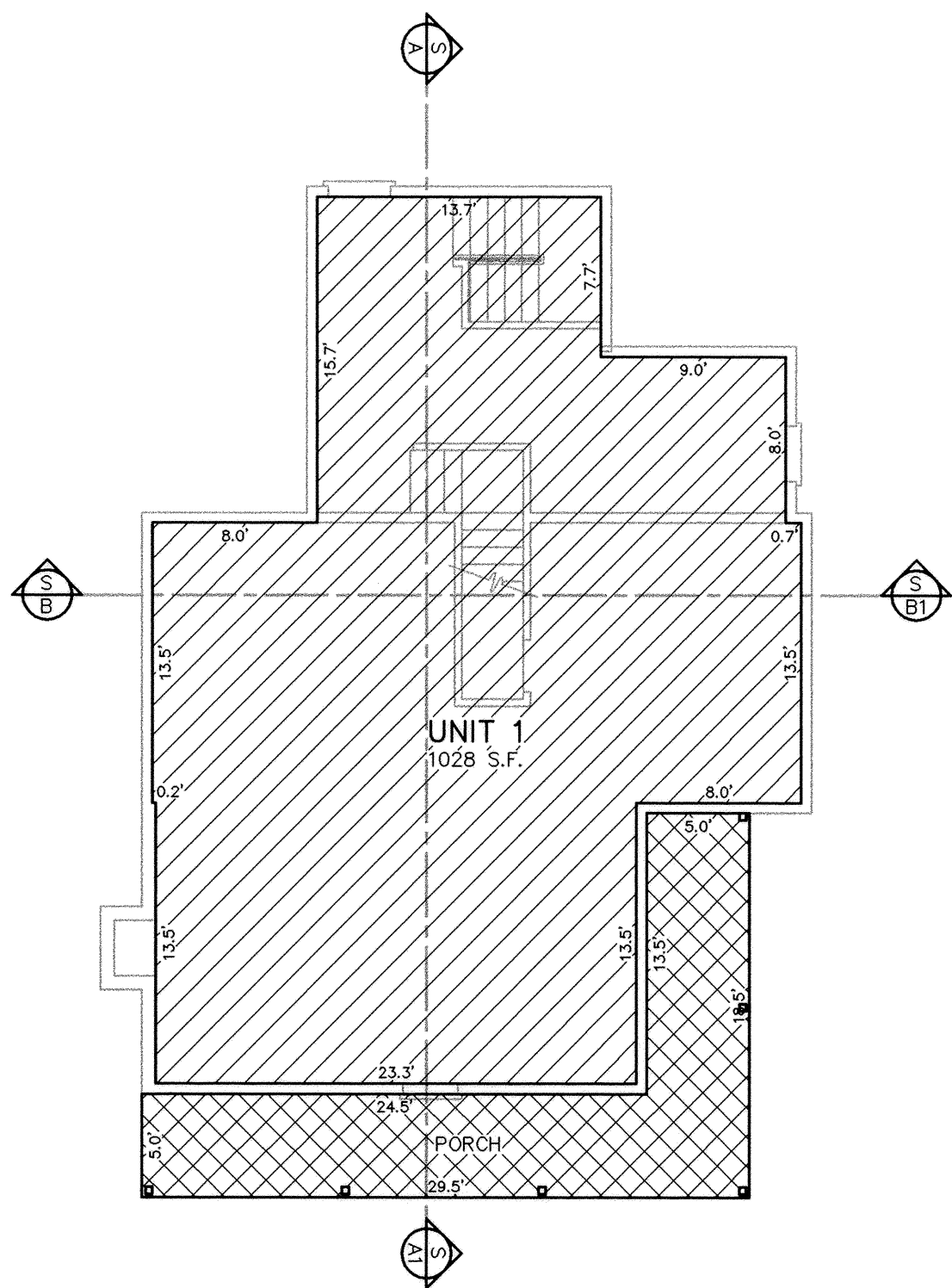
Alpine Retreat



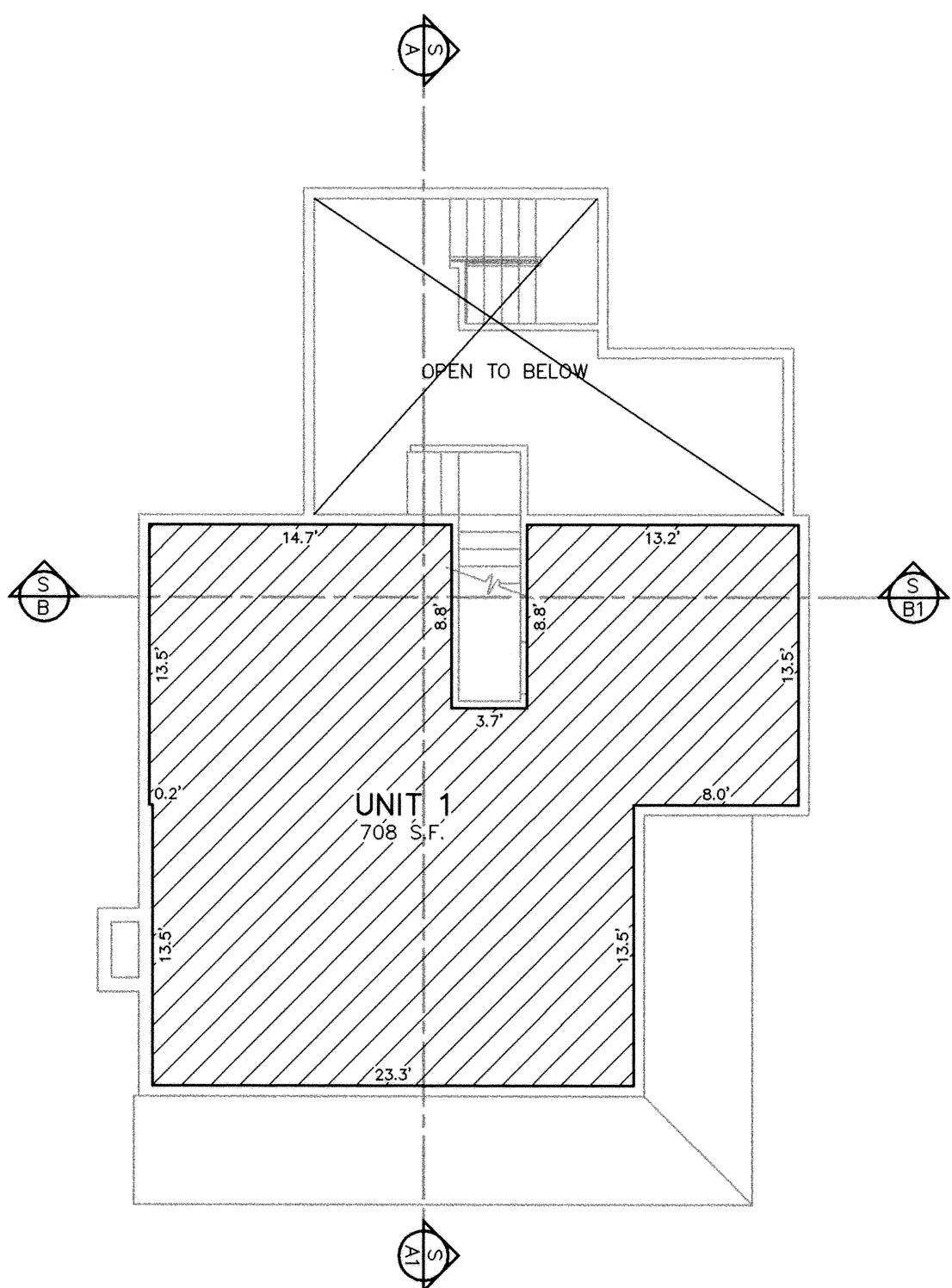
FOUNDATION



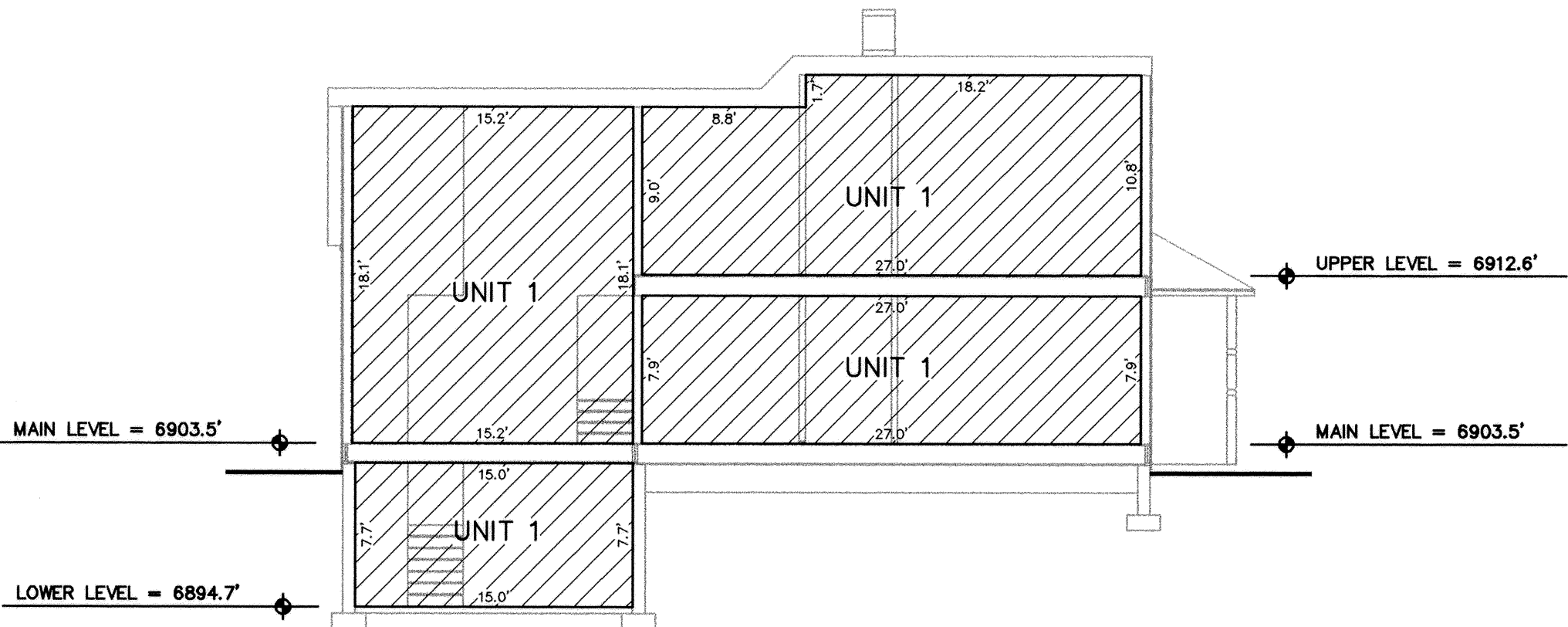
LOWER LEVEL



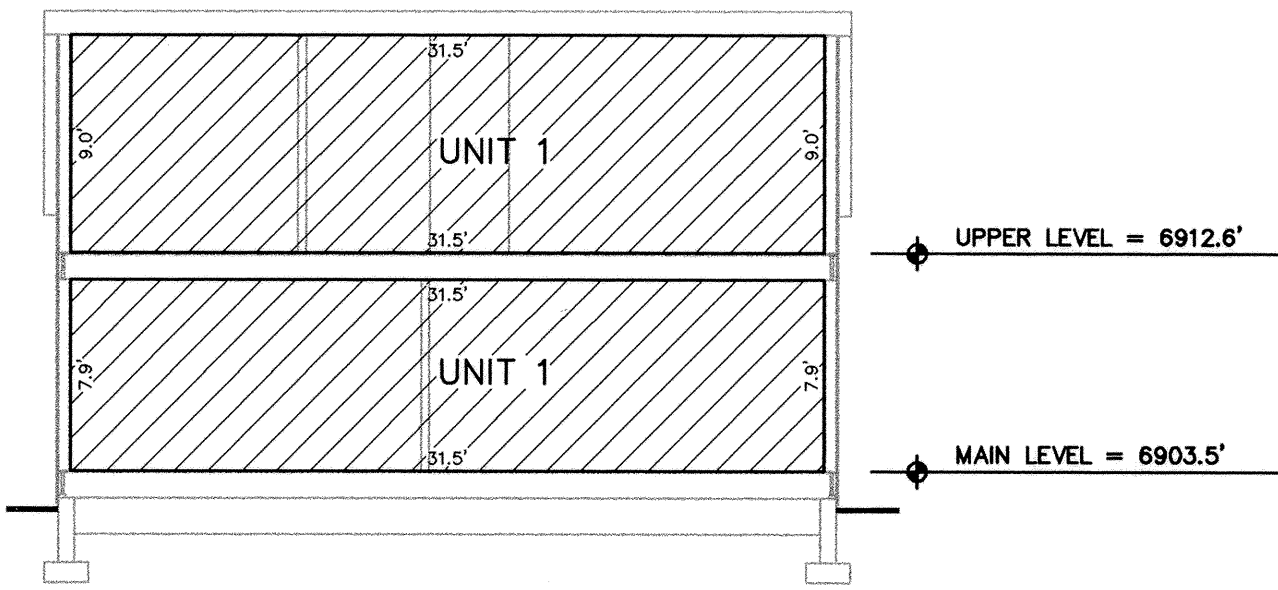
MAIN LEVEL



UPPER LEVEL



SECTION "A"



SECTION "B"

- COMMON OWNERSHIP
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP

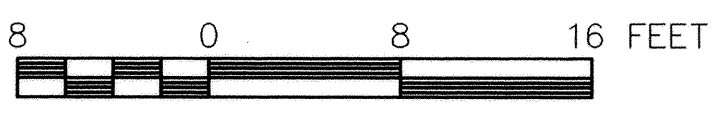
LEGEND

S.F. REPRESENTS SQUARE FEET.
F.P. REPRESENTS FIREPLACE

NOTES:

- PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY LLOYD DESIGN GROUP ARCHITECTS.
- INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
- ALL UNIT EXTERIOR WALLS ARE 0.5 FEET THICK, ALL GARAGE LEVEL WALLS ARE .67 FEET THICK.
- ALL STRUCTURAL ELEMENTS ARE DESIGNATED AS COMMON AREAS.
- REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
- BENCHMARK: SEE SHEET 1 OF 6 FOR LOCATION AND ELEVATION.
- ALL FLOOR ELEVATIONS ARE ABOVE SEA LEVEL.
- UNLESS OTHERWISE INDICATED, ALL BUILDING TIES TO PROPERTY LINE ARE PERPENDICULAR.
- 0000 INDICATES STREET ADDRESS.
- ALPINE RETREAT @ PARK CITY IS SERVICED BY A PRIVATE COMMON SEWER LATERAL. THE ALPINE RETREAT OWNER'S ASSOCIATION IS SOLELY RESPONSIBLE FOR THAT LATERAL.
- UNITS 1 AND 2 HAVE INDIVIDUAL SEWER LATERALS, UNITS 3, 4, 5, AND 6 ARE SERVICED BY ONE COMMON SEWER LATERAL.
- FACADE EASEMENT AGREEMENTS FOR 1266 AND 1274 PARK AVENUE EXIST AND HAVE BEEN RECORDED AT SUMMIT COUNTY.

UNIT 1



UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	1	2	3	4	5	6
UPPER LEVEL	708	0	852	847	852	0
MAIN LEVEL	1028	1229	1093	1093	993	441
LOWER LEVEL	55	498	0	0	0	0
TOTAL	1791	1727	1945	1940	1845	441

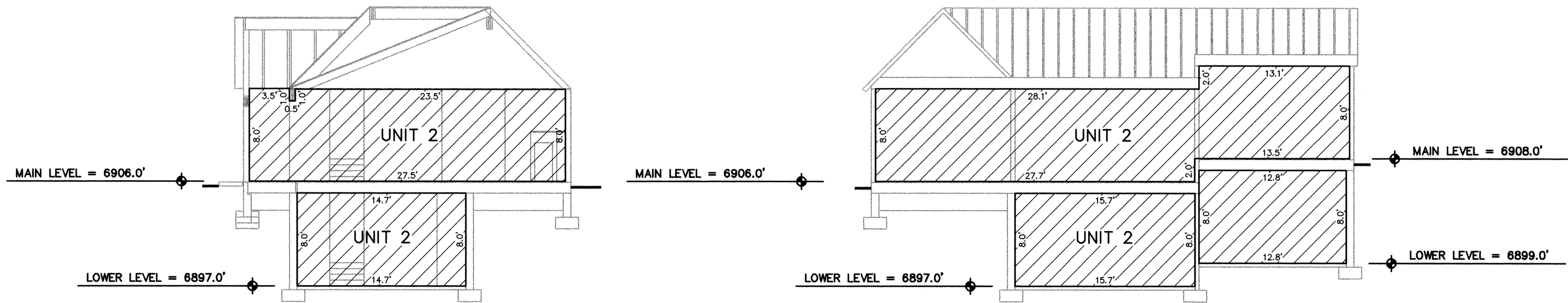
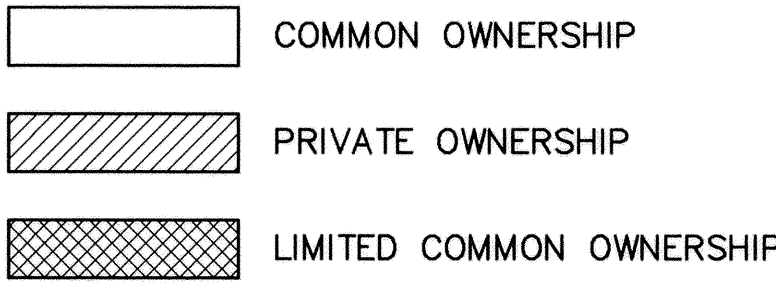
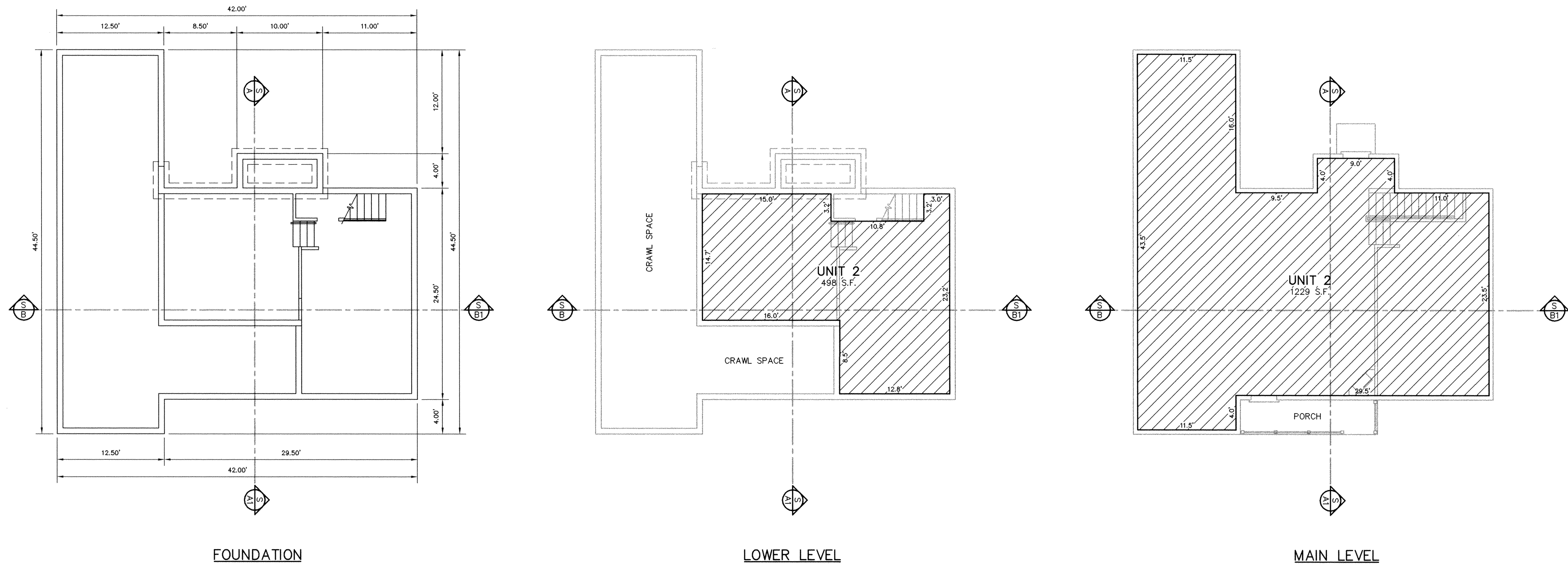
RECORD OF SURVEY MAP
**ALPINE RETREAT
@ PARK CITY**

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH
Recorded concurrently herewith is the Declaration of Condominium of Alpine Retreat @ Park City.

SHEET 2 OF 6

591068 RECORDED

STATE OF UTAH, COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF ASSOCIATED Title
DATE 6/12/2001 TIME 15:54 BOOK PAGE
\$186.00 FEE RECORDER



LEGEND

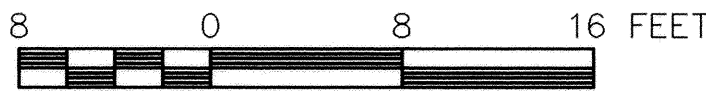
S.F. REPRESENTS SQUARE FEET.
F.P. REPRESENTS FIREPLACE

NOTES:

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- BENCHMARK: SEE SHEET 1 OF 6 FOR LOCATION AND ELEVATION.
- ALL FLOOR ELEVATIONS ARE ABOVE SEA LEVEL.
- UNLESS OTHERWISE INDICATED, ALL BUILDING TIES TO PROPERTY LINE ARE PERPENDICULAR.
- [0000] INDICATES STREET ADDRESS.
- ALPINE RETREAT @ PARK CITY IS SERVICED BY A PRIVATE COMMON SEWER LATERAL. THE ALPINE RETREAT OWNER'S ASSOCIATION IS SOLELY RESPONSIBLE FOR THAT LATERAL.
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UNIT SQUARE FOOTAGE TABLE

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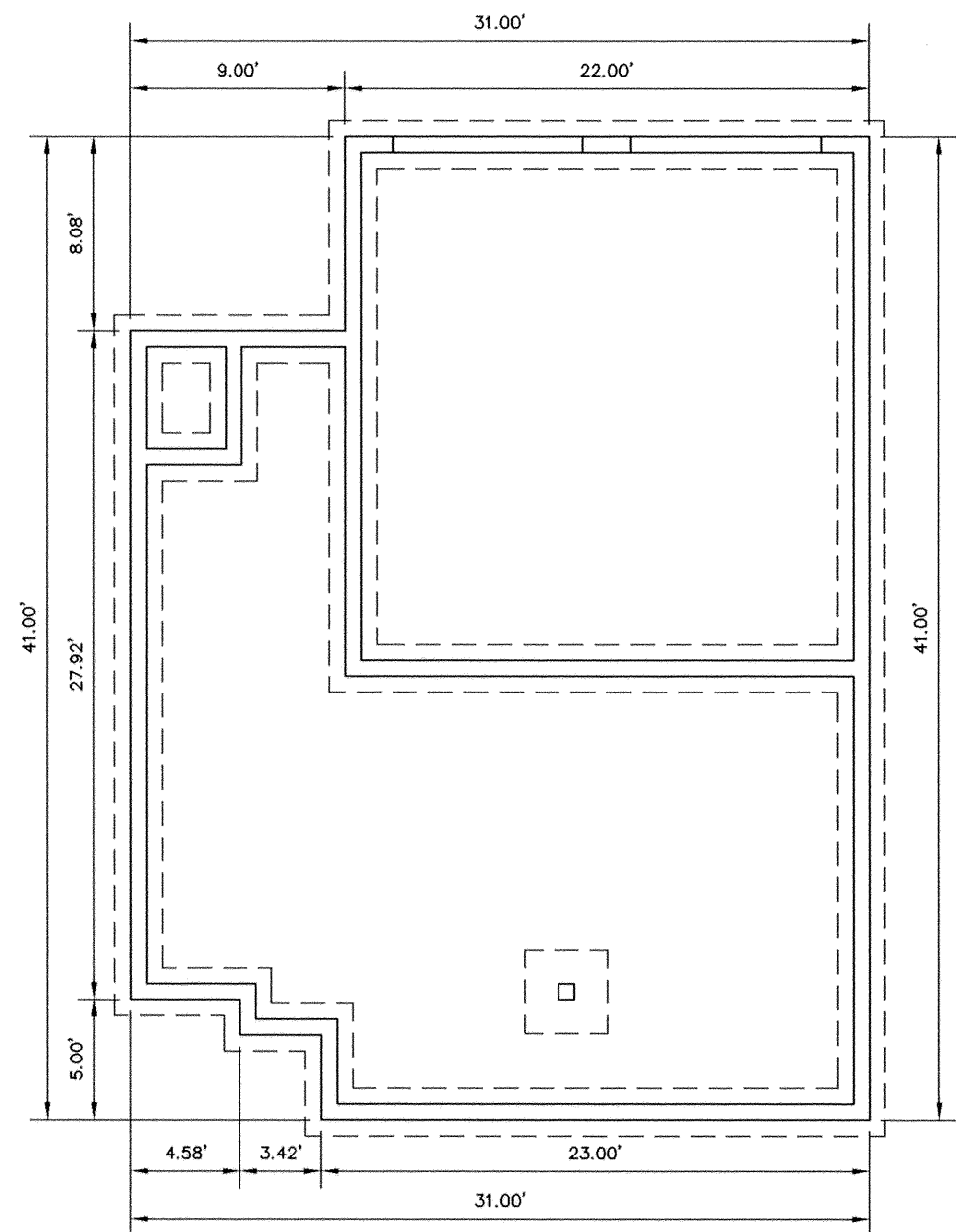
RECORD OF SURVEY MAP
**ALPINE RETREAT
@ PARK CITY**

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH
Recorded concurrently herewith is the Declaration of Condominium of Alpine Retreat @ Park City.

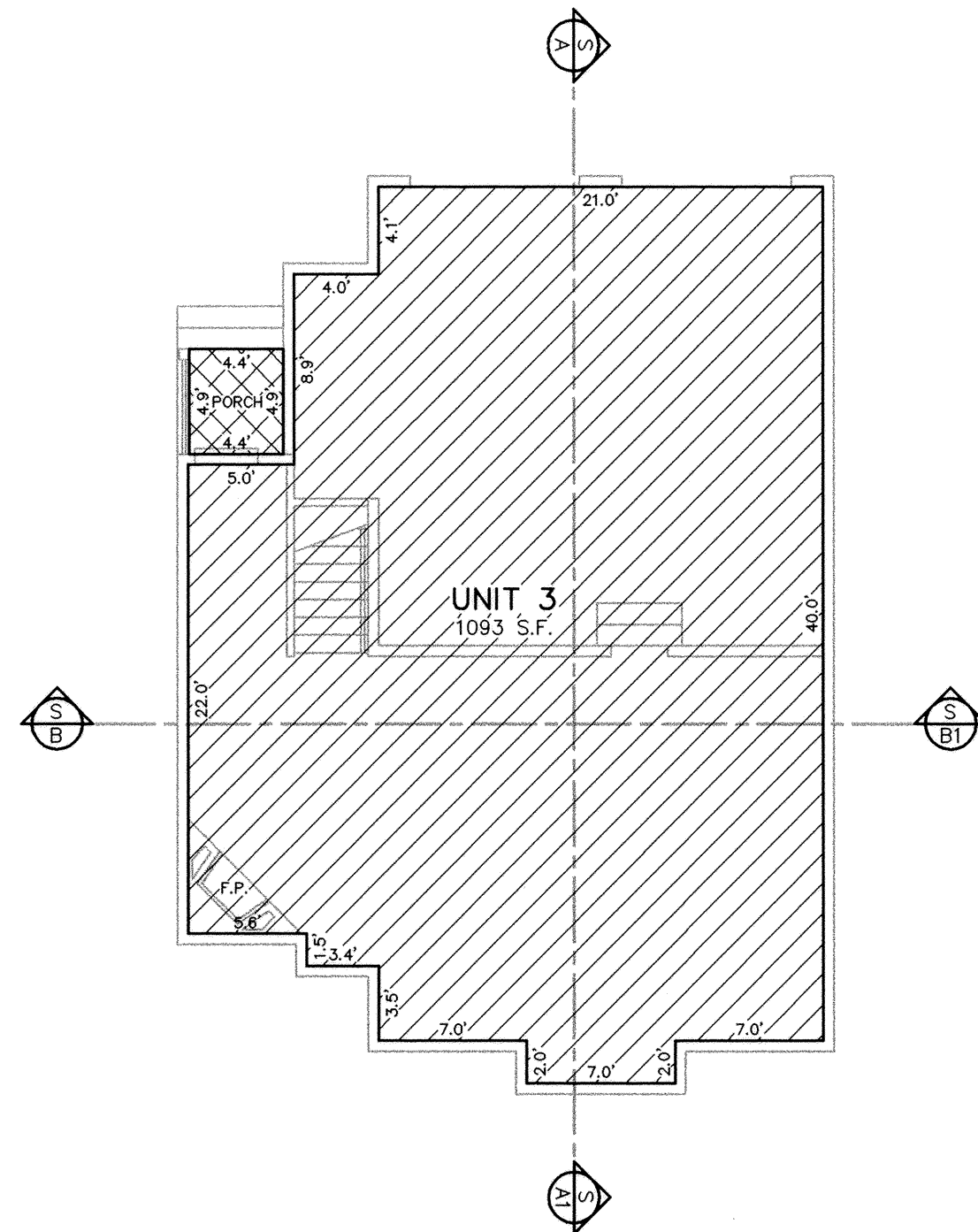
SHEET 3 OF 6

#591068 RECORDED
STATE OF UTAH, COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF ASSOCIATED TITLE
DATE 6/12/2001 TIME 15:54 BOOK 111 PAGE 111
FEE \$186.00 RECORDER Alan Jensen

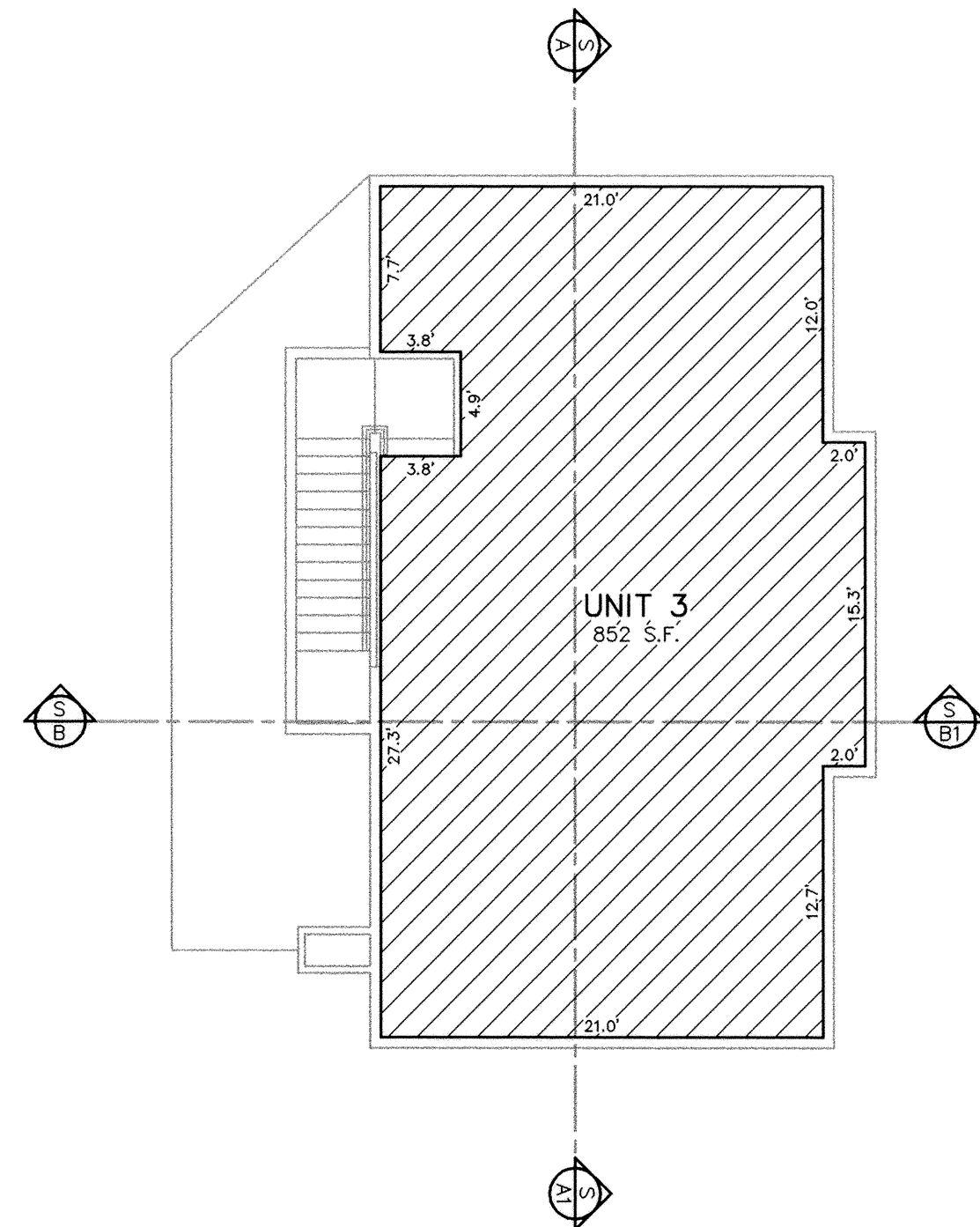
JOB NO. 8-2-00 FILE: \BOYLE\D\BOYLEP3



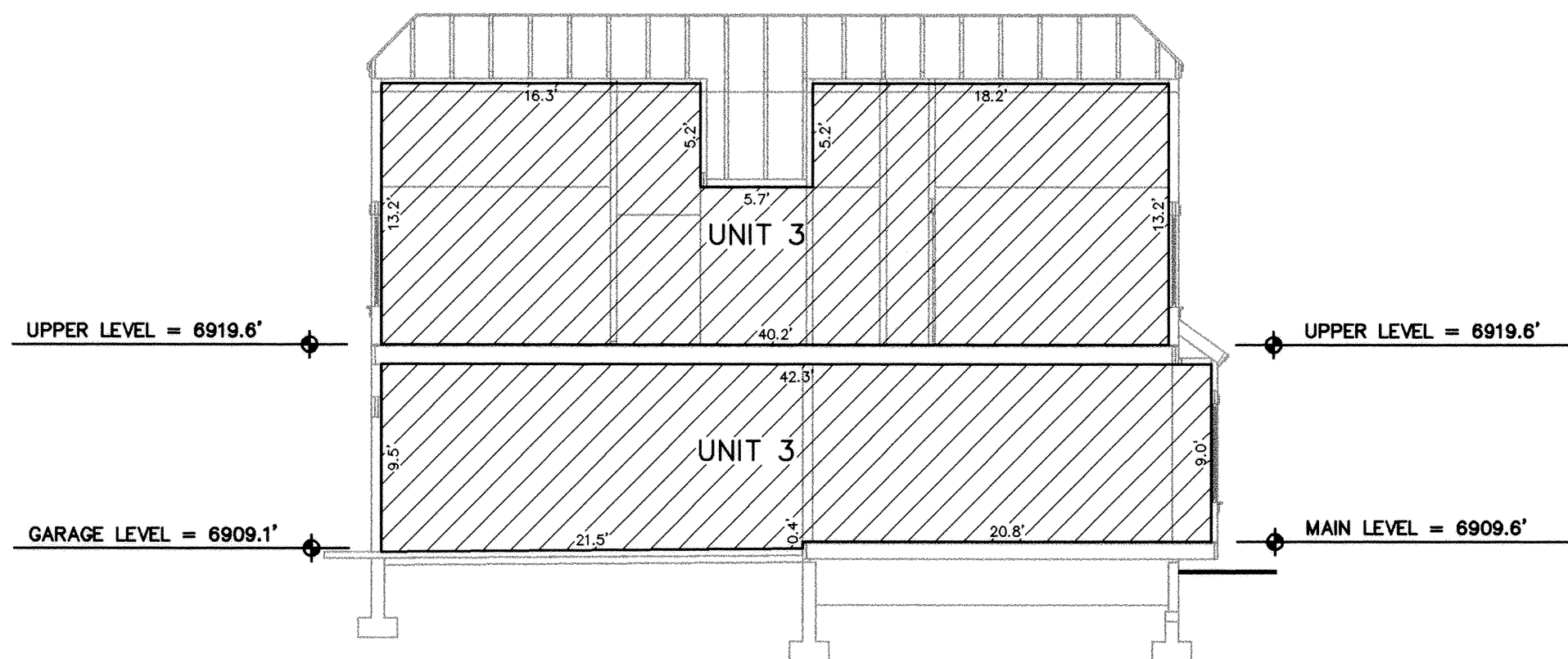
FOUNDATION



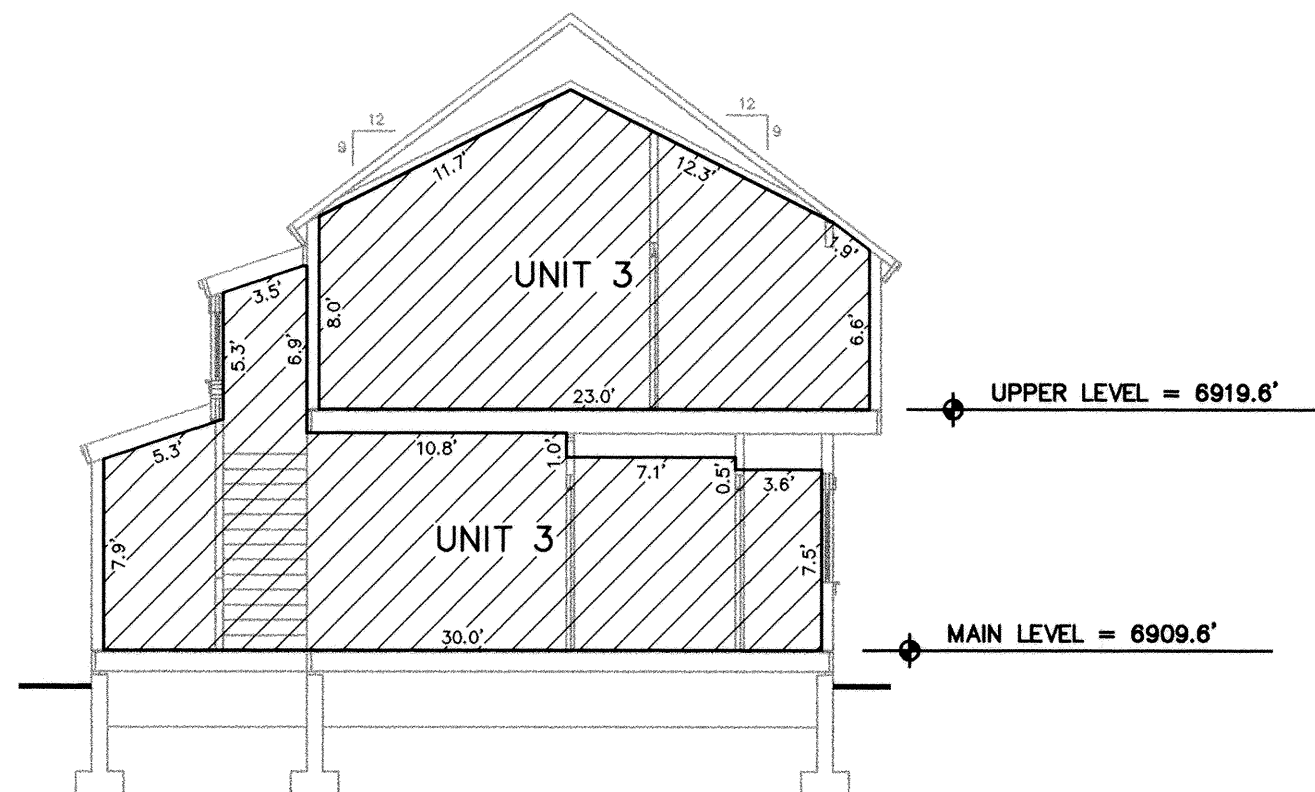
MAIN LEVEL



UPPER LEVEL



SECTION "A"



SECTION "B"

- COMMON OWNERSHIP
PRIVATE OWNERSHIP
LIMITED COMMON OWNERSHIP

LEGEND

S.F. REPRESENTS SQUARE FEET.
F.P. REPRESENTS FIREPLACE

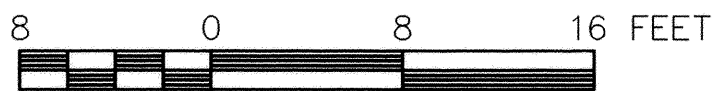
NOTES:

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- 0000 INDICATES STREET ADDRESS.
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- UNITS 1 AND 2 HAVE INDIVIDUAL SEWER LATERALS, UNITS 3, 4, 5, AND 6 ARE SERVICED BY ONE COMMON SEWER LATERAL.
- FACADE EASEMENT AGREEMENTS FOR 1266 AND 1274 PARK AVENUE EXIST AND HAVE BEEN RECORDED AT SUMMIT COUNTY.

UNIT 3

UNIT SQUARE FOOTAGE TABLE

UNIT NUMBER	1	2	3	4	5	6
UPPER LEVEL	708	0	852	847	852	0
MAIN LEVEL	1028	1229	1093	1093	993	441
LOWER LEVEL	55	498	0	0	0	0
TOTAL	1791	1727	1945	1940	1845	441



RECORD OF SURVEY MAP
ALPINE RETREAT
@ PARK CITY

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN, PARK CITY, SUMMIT COUNTY, UTAH
Recorded concurrently herewith is the Declaration of Condominium of Alpine Retreat @ Park City.

SHEET 4 OF 6

591068
RECORDED
STATE OF UTAH, COUNTY OF SUMMIT AND FILED
AT THE REQUEST OF ASSOCIATED TITLE
DATE 6/12/2001 TIME 15:54 BOOK PAGE
\$186.00 FEE
Alpine Retreat
RECORDED

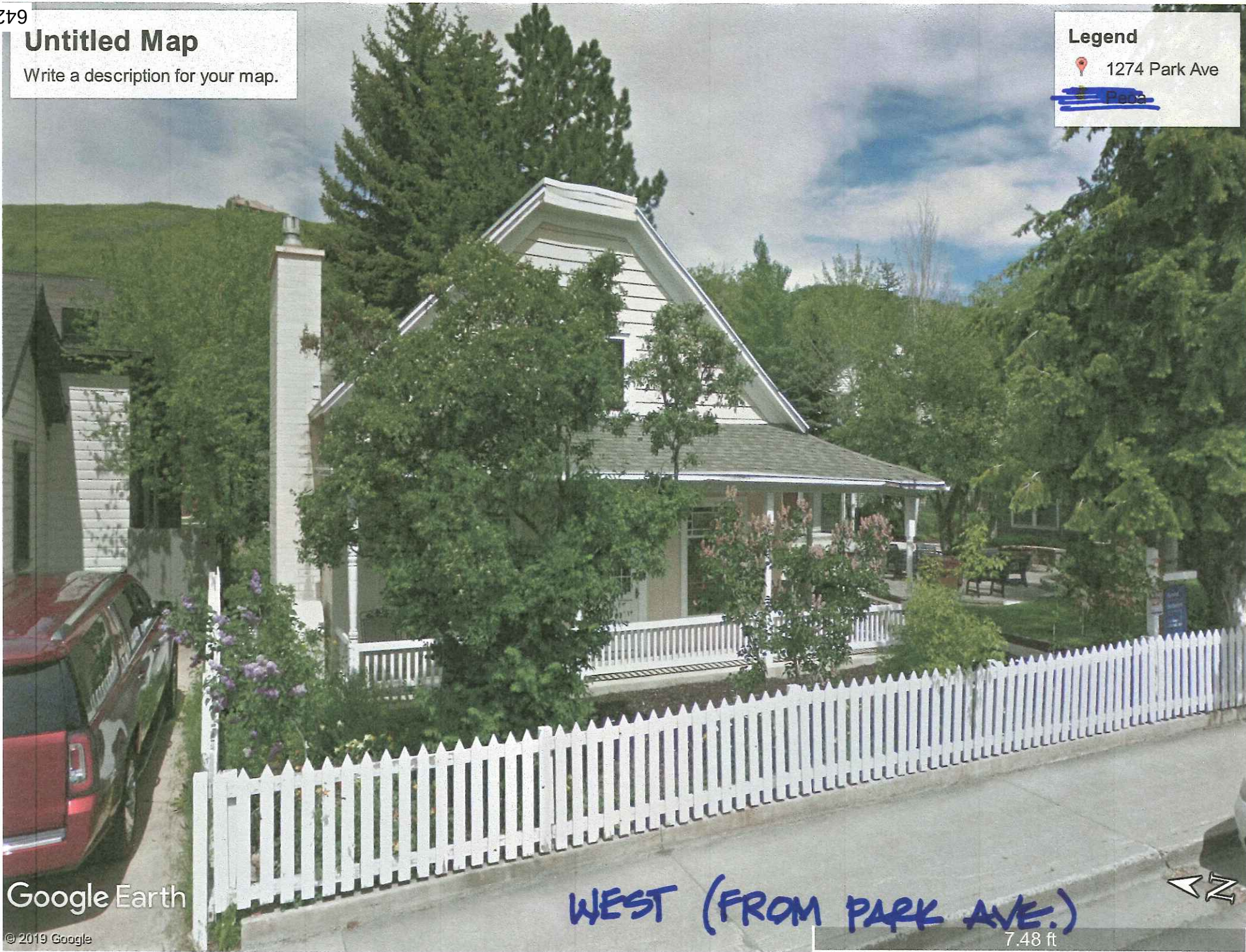
JOB NO. 8-2-00 FILE: \BOYLE\D\BOYLEP4

Untitled Map

Write a description for your map.

Legend

- 1274 Park Ave
- ~~Paco~~



Google Earth

WEST (FROM PARK AVE.)

7.48 ft



Untitled Map

Write a description for your map.

Legend

1274 Park Ave

~~Peda~~



Google Earth

© 2019 Google

WEST (FROM PARK AVE.)

7.48 ft





SOUTH (FROM COURTYARD)





EAST (CLOSE UP)



(S)EAST HILTON

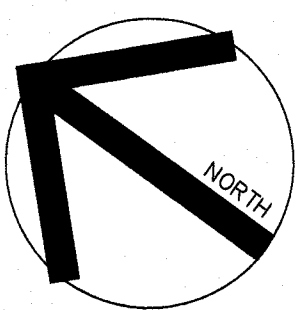
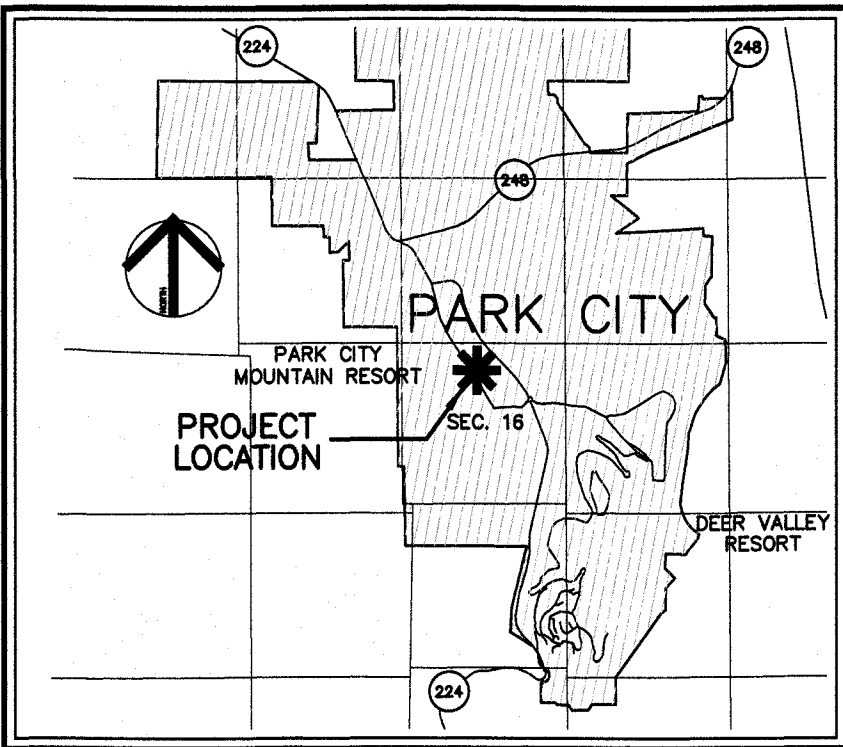
LOT LINE ADJUSTMENT PLAT
ALPINE RETREAT @ PARK CITY UNIT 1, AMENDED

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

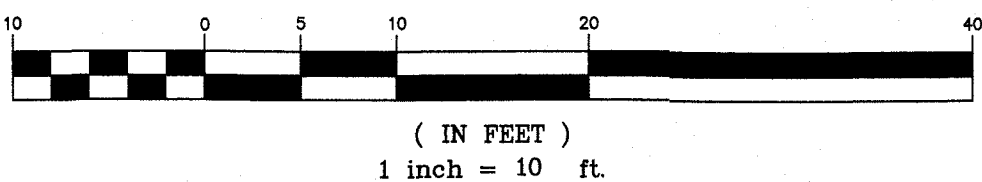
SULLIVAN DRIVE
(EXISTING ASPHALT ROADWAY)

VICINITY MAP

N.T.S.



GRAPHIC SCALE



HATCHING LEGEND

- COMMON AREA
- LIMITED COMMON AREA
- PRIVATE AREA

LEGAL DESCRIPTION

UNIT 1, CONTAINED WITHIN THE ALPINE RETREAT @ PARK CITY, A UTAH CONDOMINIUM PROJECT, AS THE SAME IS IDENTIFIED IN THE RECORD OF SURVEY MAP RECORDED JUNE 12, 2001 AS ENTRY NO. 591068 (AS SAID RECORD OF SURVEY MAP MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED) AND IN THE DECLARATION OF CONDOMINIUM RECORDED JUNE 12, 2001 AS ENTRY NO. 591069 IN BOOK 1376 AT PAGE 780 (AS SAID DECLARATION MAY HAVE HERETOFORE BEEN AMENDED OR SUPPLEMENTED), RECORDS OF SUMMIT COUNTY, UTAH.

TOGETHER WITH THE APPURTENANT UNDIVIDED INTEREST IN SAID PROJECT'S COMMON AREAS AS ESTABLISHED IN SAID DECLARATION AND ALLOWING FOR PERIODIC ALTERATION BOTH IN THE MAGNITUDE OF SAID UNDIVIDED INTEREST AND IN THE COMPOSITION OF THE COMMON AREAS AND FACILITIES TO WHICH SAID INTEREST RELATES.

NOTES

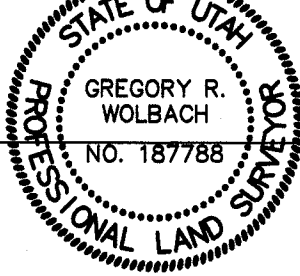
- LOCATED WITHIN: ALPINE RETREAT @ PARK CITY.
- THIS PLAT REPRESENTS AN AMENDMENT OF UNIT 1 AND LOT "COMMON AREA" OF "ALPINE RETREAT @ PARK CITY" ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, RECORDATION NUMBER 591068.
- THIS PLAT CONVERTS COMMON AREA TO PRIVATE AREA IN UNIT 1, AS SHOWN HEREON.
- ADDITIONAL UNITS AND EASEMENTS ARE SHOWN HEREON FOR REFERENCE ONLY, FOR INFORMATION ON ANY EASEMENT OR LOT OTHER THAN UNIT 1, PLEASE SEE THE OFFICIAL PLAT "ALPINE RETREAT @ PARK CITY" ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, RECORDATION NUMBER 591068.
- ALL BEARINGS AND DISTANCES SHOWN ARE THE EQUIVALENT OF RECORD, UNLESS NOTED OTHERWISE.
- ALL CONDITIONS OF APPROVAL OF ALPINE RETREAT @ PARK CITY, A UTAH CONDOMINIUM SHALL CONTINUE TO APPLY.
- THIS LOT LINE ADJUSTMENT IS SUBJECT TO THE FINAL ACTION BY THE PLANNING DEPARTMENT DATED _____.

NOTES FROM ORIGINAL PLAT

- PLANS AND DIMENSIONS SHOWN ON THIS PLAT WERE COMPILED FROM ARCHITECTURAL DRAWINGS PREPARED BY LLOYD DESIGN GROUP ARCHITECTS.
- INTERIOR DIMENSIONS SHOWN ARE TO FINISHED SURFACES.
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- REFER TO DECLARATION OF CONDOMINIUM FOR COMPLETE DESCRIPTION OF OWNERSHIP.
- BENCHMARK: SEE SHEET 1 OF 6 FOR LOCATION AND ELEVATION.
- ALL FLOOR ELEVATIONS ARE ABOVE SEA LEVEL.
- UNLESS OTHERWISE INDICATED ALL BUILDING TIES TO PROPERTY LINE ARE PERPENDICULAR.
- 0000 INDICATES STREET ADDRESS.
- ALPINE RETREAT @ PARK CITY IS SERVICED BY A PRIVATE COMMON SEWER LATERAL. THE ALPINE RETREAT OWNER'S ASSOCIATION IS SOLELY RESPONSIBLE FOR THAT LATERAL.
- UNITS 1 AND 2 HAVE INDIVIDUAL SEWER LATERALS, UNITS 3, 4, 5, AND 6 ARE SERVICED BY ONE COMMON SEWER LATERAL.
- FACADE EASEMENT AGREEMENTS FOR 1266 AND 1274 PARK AVENUE EXIST AND HAVE BEEN RECORDED AT SUMMIT COUNTY.
- PRIOR TO INDIVIDUAL SALE OF UNITS 3, 4, 5, AND 6 ALL UTILITY REQUIREMENTS OF ALL UTILITY PROVIDERS SHALL BE MET AT THE EXPENSE OF THE ALPINE RETREAT HOMEOWNER'S ASSOCIATION.

SURVEYORS CERTIFICATE

I, GREGORY R. WOLBACH, OF PARK CITY, UTAH, CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 187788, AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH.
I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE PERFORMED A SURVEY OF "UNIT 1" AND LOT "COMMON AREA", AS SHOWN AND DESCRIBED HEREON, AND HAVE MADE A LOT LINE ADJUSTMENT PLAT, HEREAFTER TO BE KNOWN AS "ALPINE RETREAT @ PARK CITY UNIT 1, AMENDED", AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND.
I FURTHER CERTIFY THAT THIS LOT LINE ADJUSTMENT PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REGULATIONS OF THE LAW.



GREGORY R. WOLBACH

DATE:

OWNERS DEDICATION AND CONSENT TO RECORD - H.O.A.

KNOW ALL MEN BY THESE PRESENT THAT THE ALPINE RETREAT HOMEOWNERS ASSOCIATION, INC., A UTAH NON-PROFIT CORPORATION (THE "ASSOCIATION"), THE AUTHORIZED REPRESENTATIVE OF ALL OF THE UNIT OWNERS HOLDING AT LEAST A TWO-THIRDS OWNERSHIP INTEREST IN THE COMMON AREA AND FACILITIES OF THE PROJECT PURSUANT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF ALPINE RETREAT @ PARK CITY, UTAH CONDOMINIUM PROJECT, CERTIFIES THAT IT HAS CAUSED THIS SURVEY TO BE MADE AND THIS LOT LINE ADJUSTMENT PLAT PREPARED. THE ASSOCIATION, ON BEHALF OF ALL OF THE UNIT OWNERS, DOES HEREBY CONSENT TO THE RECORDATION OF THIS LOT LINE ADJUSTMENT PLAT, HEREAFTER TO BE KNOWN AS "ALPINE RETREAT @ PARK CITY UNIT 1 AMENDED".

THE ALPINE RETREAT HOMEOWNERS ASSOCIATION, INC.
A UTAH NON-PROFIT CORPORATION

BY: LOREN PIERCE, PRESIDENT

ACKNOWLEDGMENT

STATE OF _____) LOREN PIERCE, PRESIDENT
COUNTY OF _____) THE ALPINE RETREAT HOMEOWNERS ASSOCIATION, INC.
A UTAH NON-PROFIT CORPORATION

ON THE _____ DAY OF _____, 20____, 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 THAT HE IS PRESIDENT OF THE ALPINE RETREAT HOMEOWNERS ASSOCIATION, INC., AND THAT SAID DOCUMENT WAS SIGNED BY HIM ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BYLAWS (OR RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID _____ ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

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

OWNERS DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, TO BE HEREAFTER KNOWN AS "ALPINE RETREAT @ PARK CITY UNIT 1, AMENDED", CERTIFY THAT I HAVE CAUSED THIS SURVEY TO BE MADE AND THIS LOT LINE ADJUSTMENT PLAT TO BE PREPARED. I DO HEREBY CONSENT TO THE RECORDATION OF THIS LOT LINE ADJUSTMENT PLAT.

SILVER SHAFT, LLC, A UTAH LIMITED LIABILITY COMPANY. BY: LOREN PIERCE, MANAGER

ACKNOWLEDGMENT

STATE OF UTAH) ss.
COUNTY OF SUMMIT)
ON THIS _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, LOREN PIERCE, WHOSE IDENTITY IS PERSONALLY KNOWN TO ME (OR PROVEN ON THE BASIS OF SATISFACTORY EVIDENCE) AND WHO BY ME DULY SWORN/AFFIRMED, DID SAY THAT HE/SHE IS THE MANAGER OF SILVER SHAFT, LLC, A UTAH LIMITED LIABILITY COMPANY AND THAT SAID DOCUMENT WAS SIGNED BY HIM/HER ON BEHALF OF SAID LIMITED LIABILITY COMPANY BY AUTHORITY OF ITS BYLAWS, OR (RESOLUTION OF ITS BOARD OF DIRECTORS), AND SAID LOREN PIERCE ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

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

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

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

SHEET 1 OF 1
PLOT DATE: APRIL 27, 2020
DRAWING: ALPINE-R05.dwg
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Evergreen Engineering, Inc.

Civil Engineering • Land Surveying • Land Planning
P.O. Box 2861 • Park City • Utah • 84060
Phone: 801.557.5482
E-mail: amoran@evergreen-eng.com



PUBLIC SAFETY ANSWERING POINT APPROVAL

APPROVED THIS _____ DAY OF _____ A.D. 20____

JEFF WARD,
GIS COORDINATOR/ADDRESSING AUTHORITY

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____ A.D. 20____

BY: _____
SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN CONFORMANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____ A.D. 20____

PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM ON THIS _____ DAY OF _____ A.D. 20____

CITY ATTORNEY

CERTIFICATE OF ATTEST

I CERTIFY THIS PLAT MAP WAS APPROVED BY THE LAND USE AUTHORITY THIS _____ DAY OF _____ A.D. 20____

CITY RECORDER

GOVERNING BODY APPROVAL AND ACCEPTANCE

APPROVED THIS _____ DAY OF _____ A.D. 20____ ON BEHALF OF THE PARK CITY COUNCIL PER THE PARK CITY LAND MANAGEMENT CODE

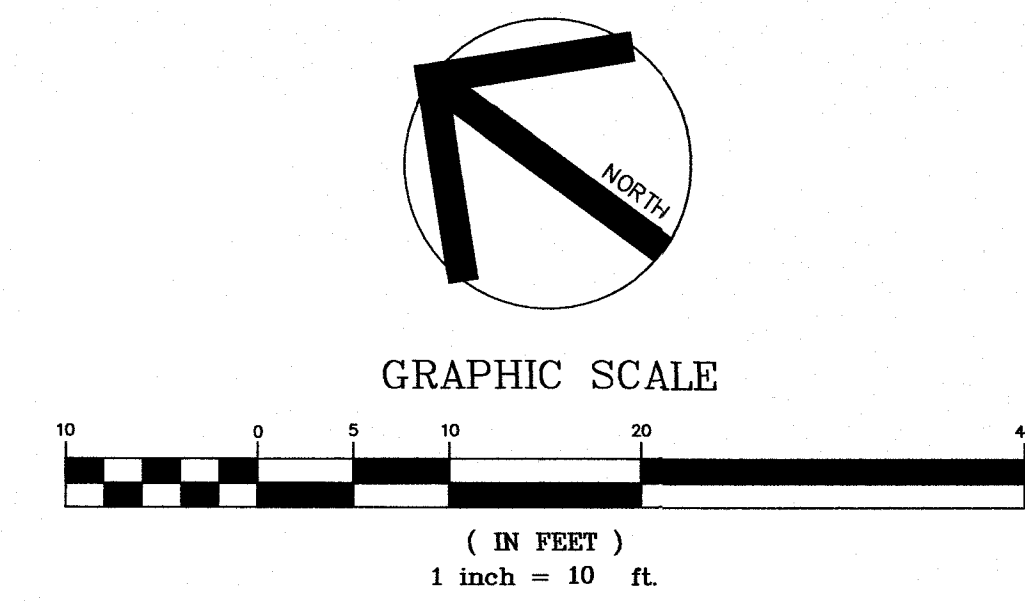
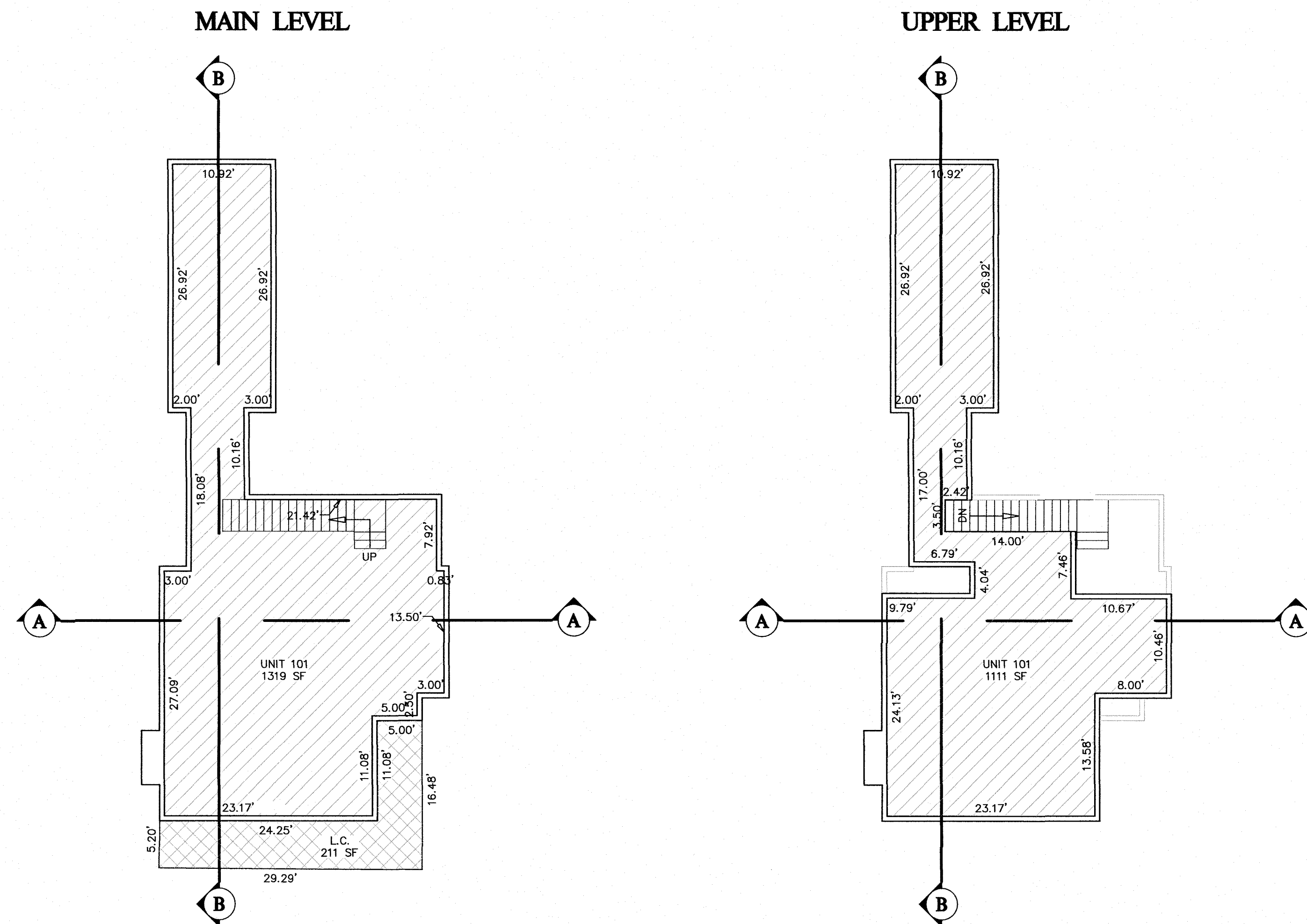
BY: THE PARK CITY PLANNING DIRECTOR
THE LAND USE AUTHORITY

RECORDED

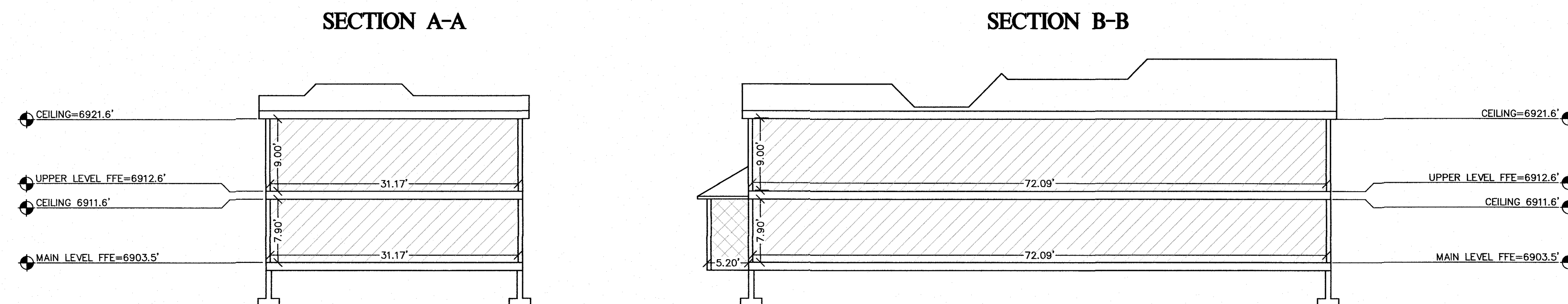
ENTRY NO. _____
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF: _____
DATE: _____ TIME: _____ BK: _____ PG: _____

FEE _____ COUNTY RECORDER _____

FLOOR PLANS



BUILDING SECTIONS



HATCHING LEGEND

	COMMON AREA
	LIMITED COMMON ARE.
	PRIVATE AREA

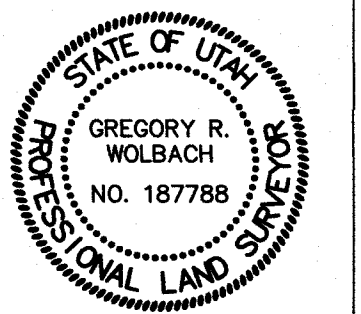
NO. _____		RECORDED
DATE _____		
STATE OF _____		
CITY OF _____		
RECORDED AT THE REQUEST OF _____		
FEES _____	CITY RECORDER _____	

PLOT DATE: APRIL 27, 2020



***Evergreen
Engineering, Inc.***

Civil Engineering • Land Surveying • Land Planning
P.O. Box 2861 • Park City • Utah • 84080
Phone: 801-557-5482
E-mail: amoran@evergreen-eng.com

[illegible]

DESIGNED BY:
SUMMIT DESIGN

DRAWN BY:
ADM

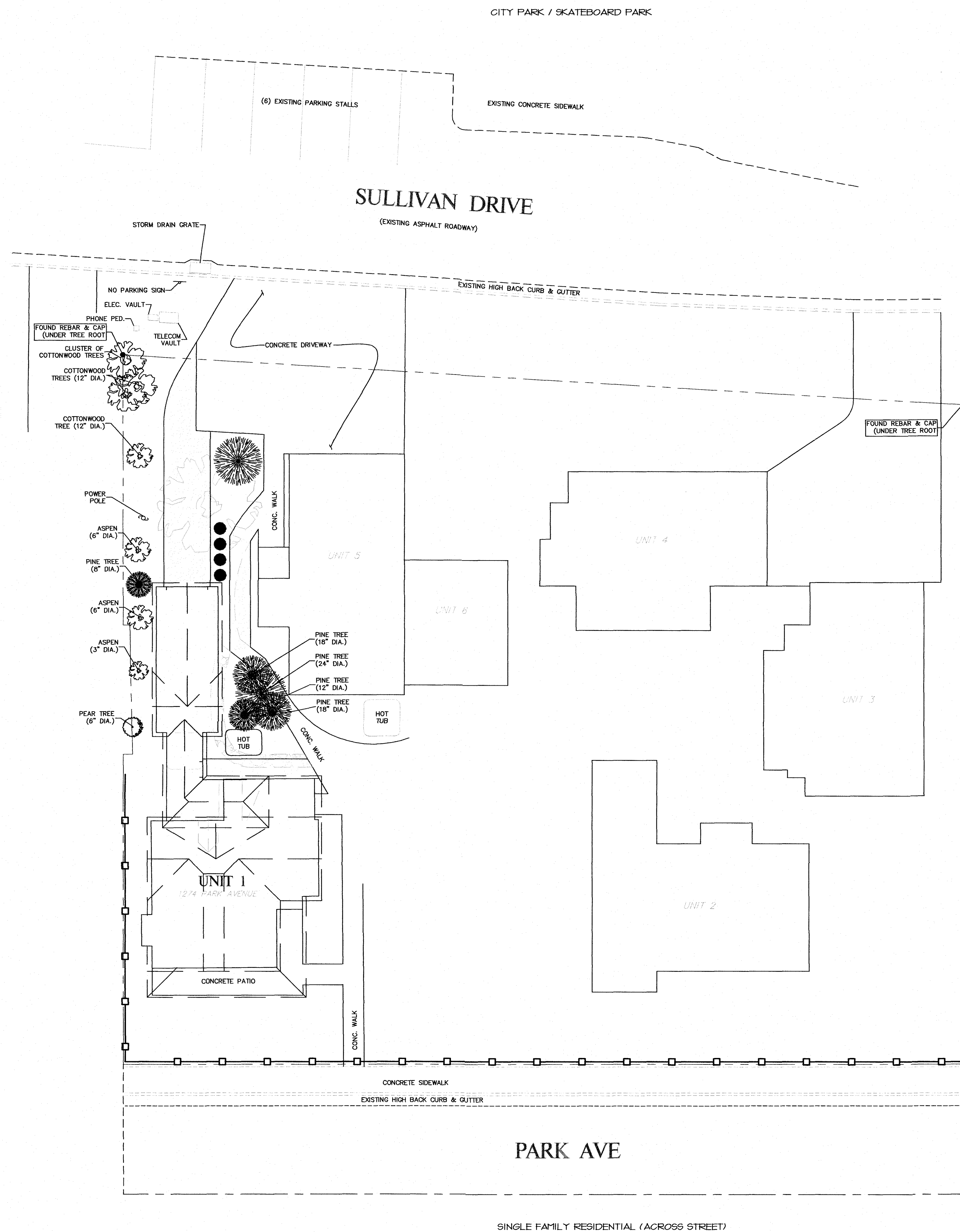
CHECKED BY:
ADM

ALPINE RETREAT @ PARK CITY

UNIT 1, AMENDED

FLOOR PLANS & BUILDING SECTIONS

SHEET 2 OF 2



SINGLE FAMILY RESIDENTIAL (ADJACENT)

CITY PARK / SKATEBOARD PARK

CITY LIBRARY PARKING LOT

SINGLE FAMILY RESIDENTIAL (ACROSS STREET)

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GARAGE & STUDIO ADDITION FOR
LOREN PIERCE
ALPINE PROPERTIES

1214 PARK AVENUE, UNIT 1
PARK CITY, UTAH

summitdesign
architecture

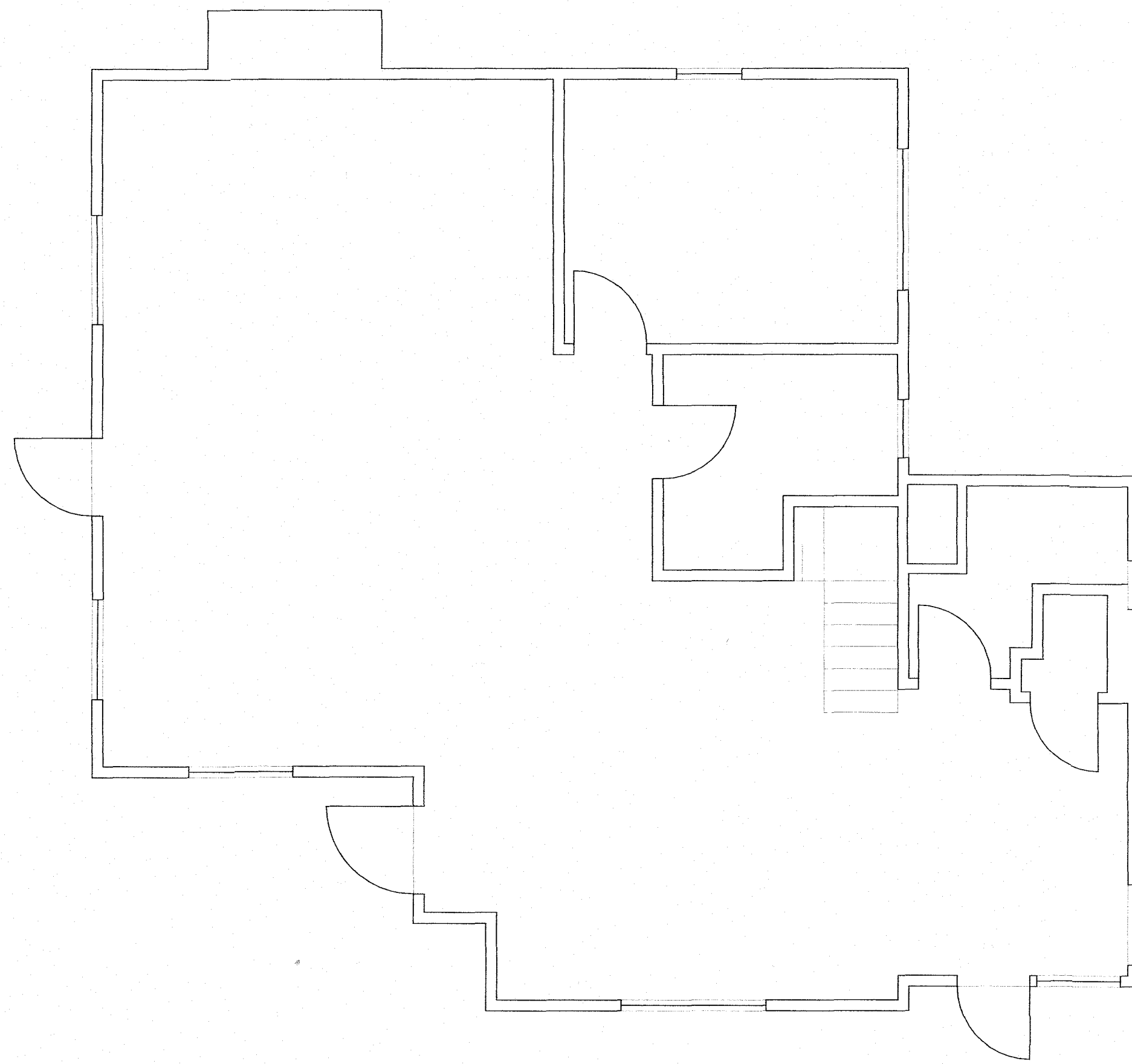
p.o. box 681302 park city, utah 84068
435.649.2055

SITE PLAN

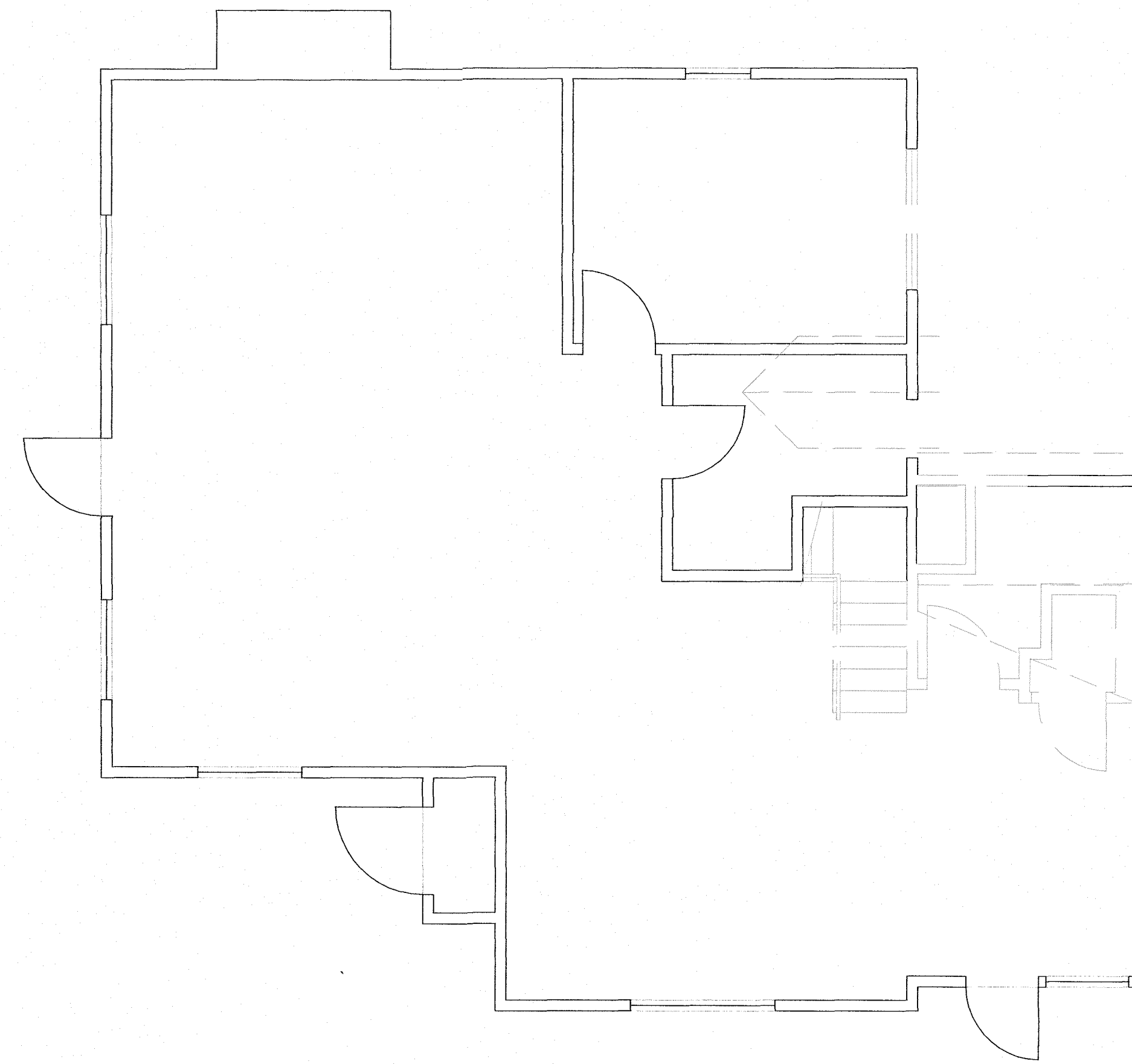
APR 23 '20									
SCALE AS NOTED									

SHEET

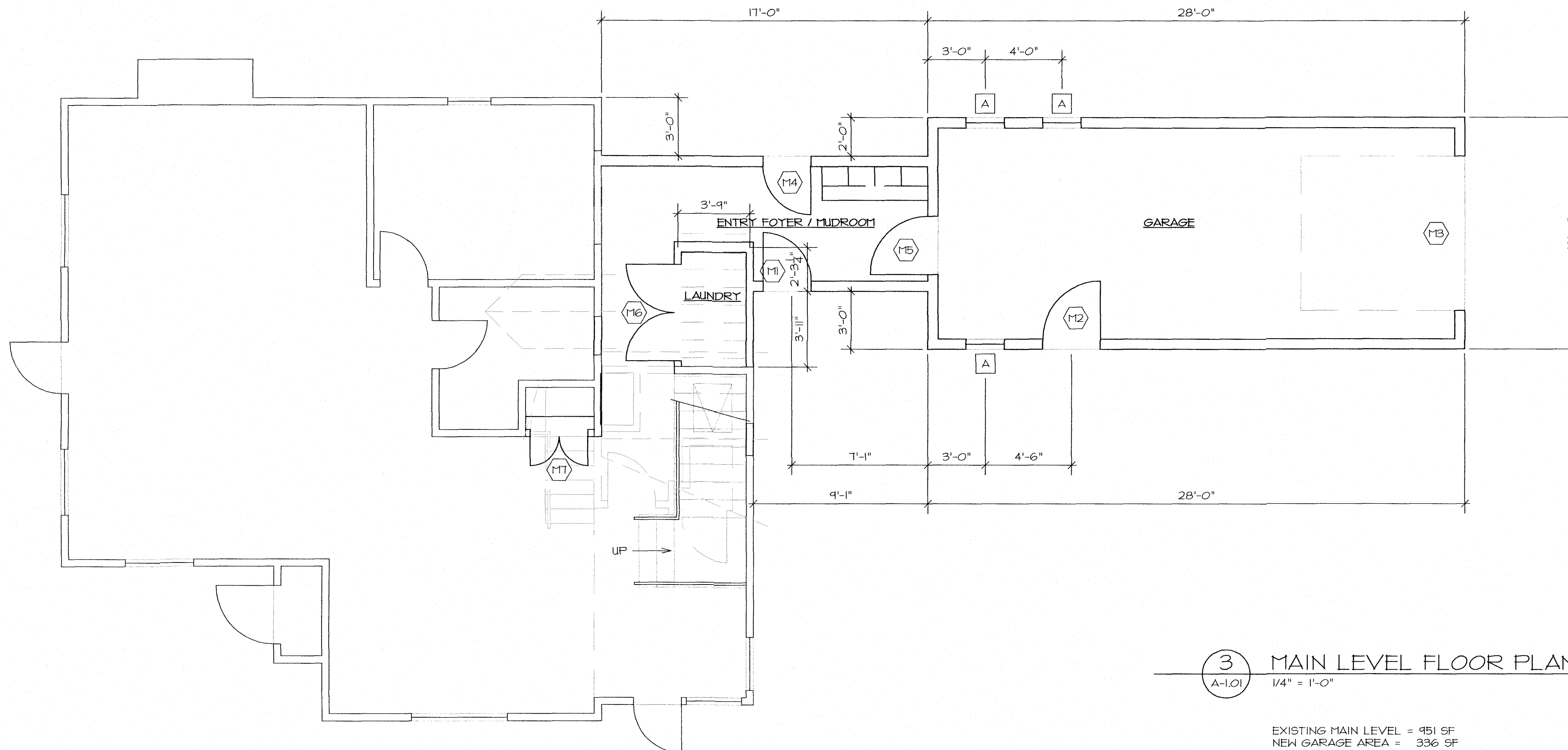
SD-1.01



1 MAIN LEVEL EXISTING PLAN
A-1.01 1/4" = 1'-0"



2 MAIN LEVEL DEMOLITION PLAN
A-1.01 1/4" = 1'-0"



3 MAIN LEVEL FLOOR PLAN - PROPOSED
A-1.01 1/4" = 1'-0"

EXISTING MAIN LEVEL = 951 SF
NEW GARAGE AREA = 336 SF
NEW MAIN LEVEL = 150 SF

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GARAGE & STUDIO ADDITION FOR
LOREN PIERCE
ALPINE PROPERTIES

1274 PARK AVENUE, UNIT 1
PARK CITY, UTAH

summitdesign
architecture

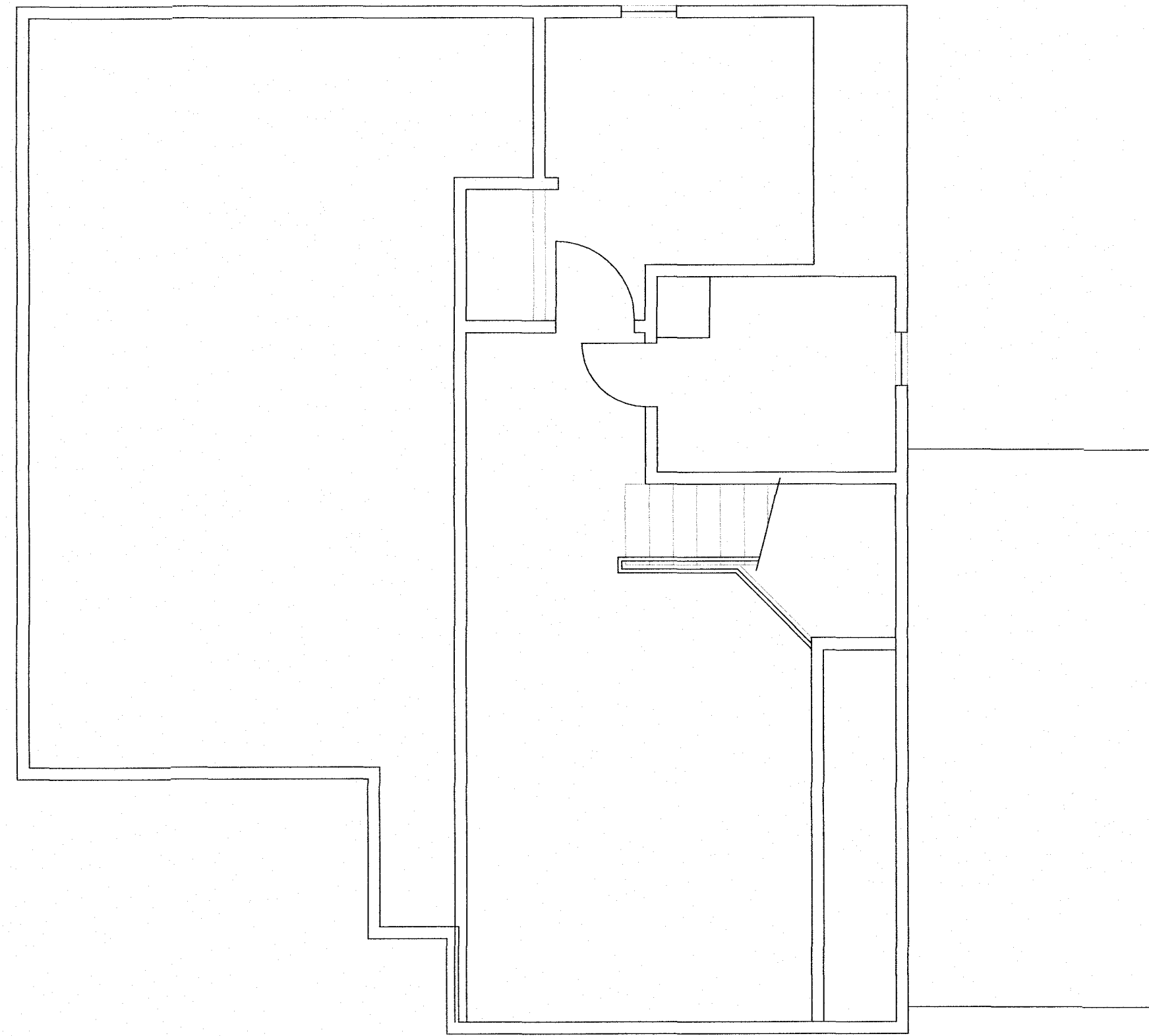
p.o. box 681302 park city, utah 84068
435.649.2055

MAIN LEVEL FLOOR PLANS

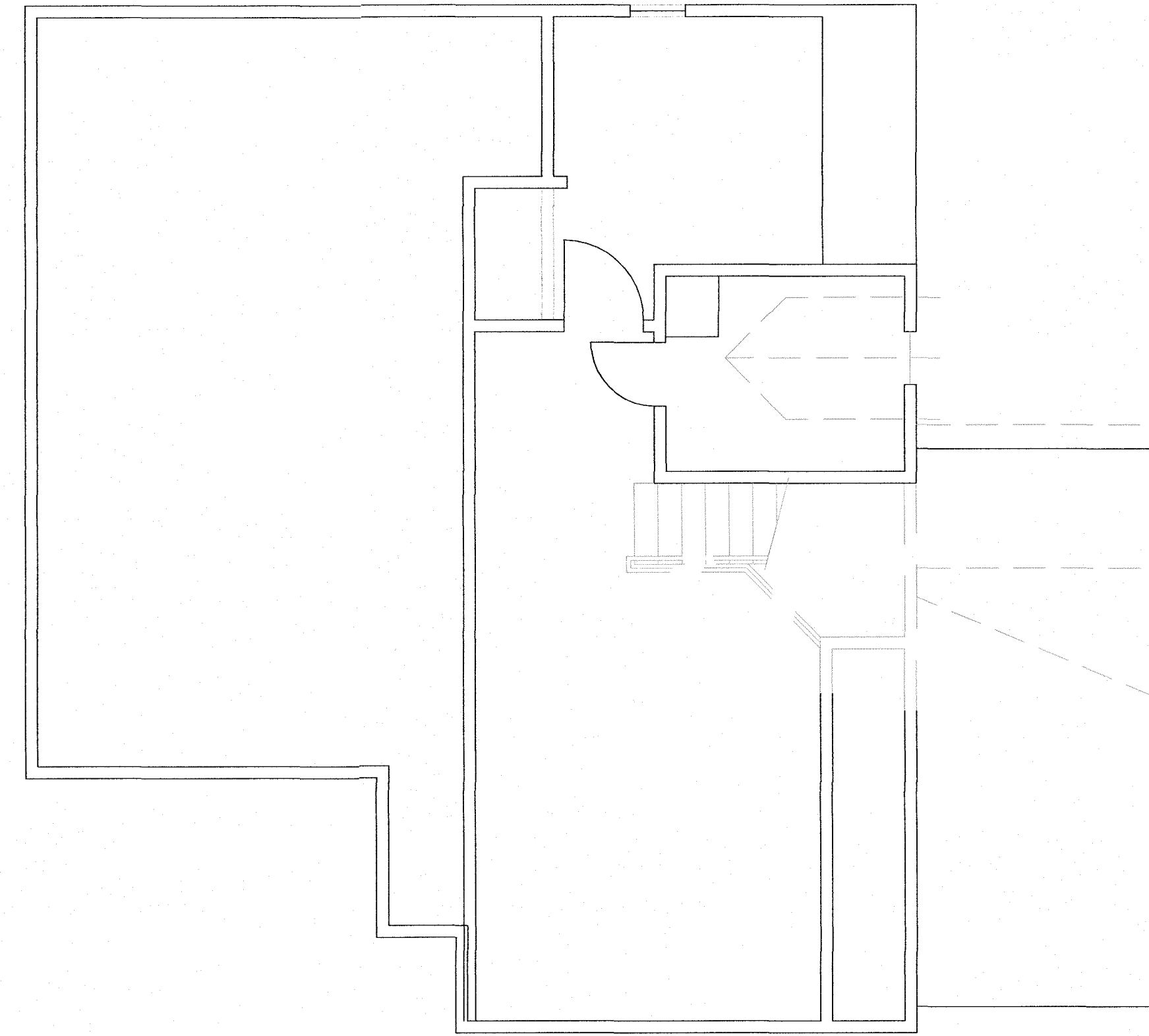
APR 23 '20
SCALE AS NOTED

SHEET

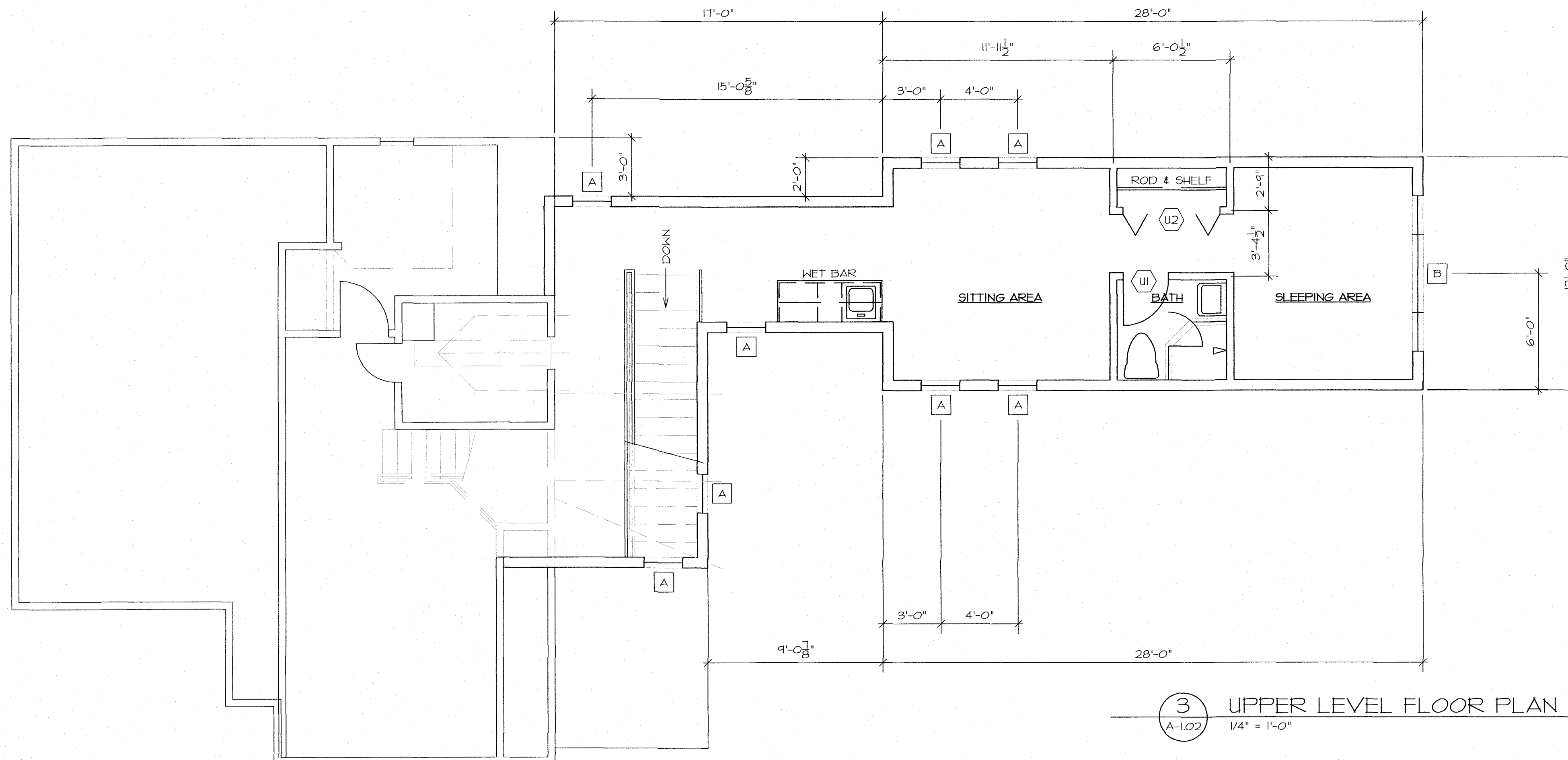
A-1.01



1 UPPER LEVEL EXISTING PLAN
A-1.02 1/4" = 1'-0"



2 UPPER LEVEL DEMOLITION PLAN
A-1.02 1/4" = 1'-0"



3 UPPER LEVEL FLOOR PLAN - PROPOSED
A-1.02 1/4" = 1'-0"

EXISTING MAIN LEVEL = 718 SF
NEW UPPER LEVEL = 521 SF

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GARAGE & STUDIO ADDITION FOR
LOREN PIERCE
ALPINE PROPERTIES

1274 PARK AVENUE, UNIT 1
PARK CITY, UTAH

summitdesign
architecture

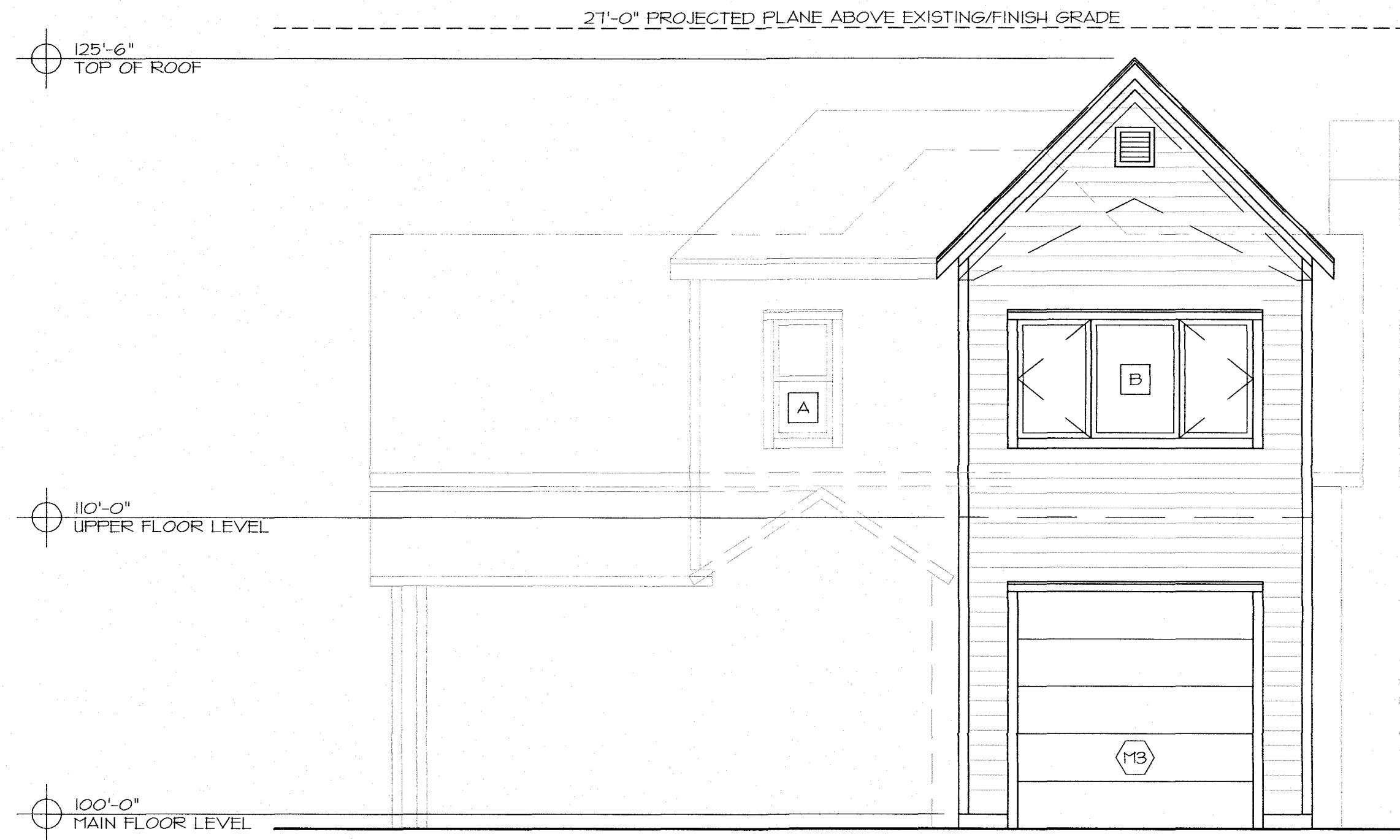
p.o. box 681302 park city, utah 84068
435.649.2055

UPPER LEVEL FLOOR PLANS

APR 23 '20									
SCALE AS NOTED									

SHEET

A-1.02



1 FRONT (EAST) ELEVATION
A-2.01 1/4" = 1'-0"



2 RIGHT (NORTH) ELEVATION
A-2.01 1/4" = 1'-0"

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GARAGE & STUDIO ADDITION FOR
LOREN PIERCE
ALPINE PROPERTIES

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PARK CITY, UTAH

summitdesign
architecture

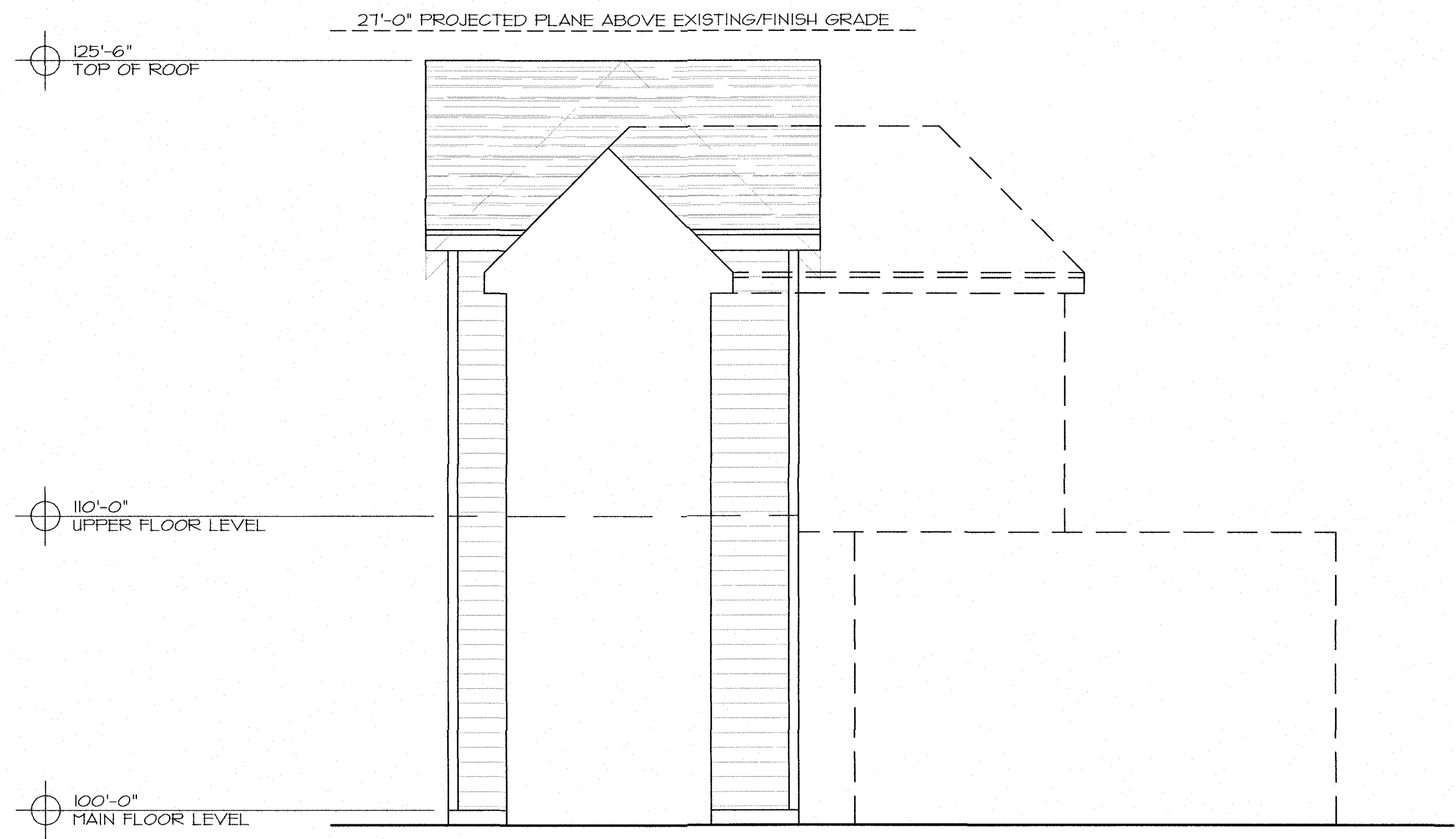
p.o. box 681302 park city, utah 84068
435.649.2055

EXTERIOR ELEVATIONS

APR 23 '20
SCALE AS NOTED

SHEET

A-2.01



3 REAR (WEST) ELEVATION
A-2.02 1/4" = 1'-0"



4 LEFT (SOUTH) ELEVATION
A-2.02 1/4" = 1'-0"

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GARAGE & STUDIO ADDITION FOR
LOREN PIERCE
ALPINE PROPERTIES

1274 PARK AVENUE, UNIT 1
PARK CITY, UTAH

summitdesign
architecture

p.o. box 681302 park city, utah 84068
435.644.2055

EXTERIOR ELEVATIONS

APR 23 '20
SCALE AS NOTED

SHEET

A-2.02

Alpine Retreat Homeowners Association

Board of Trustees – Special Meeting

Minutes

August 22, 2017

1:00 pm

I. Welcome and Call to Order by Declarant/President

a. New Business

i. Item 1: Future Expansion approval vote:

1274 Park Avenue (Unit 1)

1266 Park Avenue (Unit 2)

1265 Sullivan Road (unit 3),

1275 Sullivan Road (Unit 5/6)

Approval for Site Expansion plan (attached)

a. 1274 Park Avenue (Unit 1) expansion

includes: approximately 636 square feet into current common area for future garage construction and private hot tub area (as noted on attached drawing). Also includes future driveway and tree removal from common area.

RECEIVED

DEC 02 2019

PARK CITY
PLANNING DEPT.

- b. 1266 Park Avenue (Unit 2) expansion includes addition of new private outdoor spa into current common area (as noted on site plan map)
- c. 1265 Sullivan Road (Unit 3) expansion includes new private outdoor spa area into current common area (as noted on site plan map)
- d. 1275 Sullivan Road (Unit 5/6) expansion includes: permission to add an additional 1800 square feet in the future to existing unit without increasing unit footprint into common area.
 - i. Any increase in the square footage of a unit at Alpine Retreat will cause a re-calculation of common area expenses based on the new percentage of square footage occupied by that particular unit.

Affirmative vote for expansion plan provided by Loren Pierce, Declarant/President of the Board of Trustees and Owner of units 1, 2, 3, 4, and 6, representing 80.5% of the percentage interest of Alpine Retreat. Affirmative vote also provided by Ashley and Braden Hopkins – owners of unit 4.

RECEIVED

DEC 02 2019

PARK CITY
PLANNING DEPT

Alpine Retreat Homeowners Association

Board of Trustees – Special Meeting

Minutes

August 22, 2017

1:00 pm

I. Welcome and Call to Order by Declarant/President

a. New Business

i. Item 1: Future Expansion approval vote:

1274 Park Avenue (Unit 1)

1266 Park Avenue (Unit 2)

1265 Sullivan Road (unit 3),

1275 Sullivan Road (Unit 5/6)

Approval for Site Expansion plan (attached)

- a. 1274 Park Avenue (Unit 1) expansion includes: approximately 636 square feet into current common area for future garage construction and private hot tub area (as noted on attached drawing). Also includes future driveway and tree removal from common area.

RECEIVED

DEC 02 2019

- b. 1266 Park Avenue (Unit 2) expansion includes addition of new private outdoor spa into current common area (as noted on site plan map)
- c. 1265 Sullivan Road (Unit 3) expansion includes new private outdoor spa area into current common area (as noted on site plan map)
- d. 1275 Sullivan Road (Unit 5/6) expansion includes: permission to add an additional 1800 square feet in the future to existing unit without increasing unit footprint into common area.
 - i. Any increase in the square footage of a unit at Alpine Retreat will cause a re-calculation of common area expenses based on the new percentage of square footage occupied by that particular unit.

Affirmative vote for expansion plan provided by Loren Pierce, Declarant/President of the Board of Trustees and Owner of units 1, 2, 3, 4, and 6, representing 80.5% of the percentage interest of Alpine Retreat. Affirmative vote also provided by Ashley and Braden Hopkins – owners of unit 4.

RECEIVED

DEC 02 2019

PARK CITY
PLANNING DEPT.

ii. Item 2: Common Area Spa removal vote – Private
Spa Clarification

1. The two existing common area Spa's will be removed providing each owner the responsibility/expense for their own private spa (should they choose to have one)

Affirmative vote for Common Area Spa Removal provided by Loren Pierce, Declarant/President of the Board of Trustees and Owner of units 1, 2, 3, 4, and 6, representing 80.5% of the percentage interest of Alpine Retreat. Affirmative vote also provided by Ashley and Braden Hopkins – owners of unit 4.

Meeting Minutes submitted by Alpine Retreat HOA Manager
Jason Schnaitter
Executive General Manager
Wyndham Vacation Rentals – Park City

RECEIVED
DEC 02 2019
PARK CITY
PLANNING DEPT.



Alpine Retreat Homeowners Association

March 6th - Meeting Minutes – 1274 Site Expansion Modification approval

Regarding the 1274 Sullivan road site expansion plan and votes from homeowners.

We received affirmative votes from Lisa Plane, Lisa Mittnacht, Ashley and Braden Hopkins, and Loren Pierce.

Michael Montgomery did not submit a vote

4 affirmative responses and one non-vote received.

The modification is approved from the HOA and the Site Expansion plan for 1274

Jason Schnaitter
Vacasa Park City – Alpine Retreat HOA Manager
435-731-0019

GRANT OF PRESERVATION EASEMENT

1274 Park Avenue

This Preservation Easement is granted this 24 day of JUNE, 1999, by and between GARY D. and SUE F. BOYLE and EDNA E. FISHER ("Grantors"), and PARK CITY MUNICIPAL CORPORATION, ("Grantee").

WITNESSETH:

Grantors are the owners in fee simple of certain real property in Summit County, in the State of Utah, which property is commonly known as 1274 Park Avenue, said property including an historically important structure and associated yard area, located within the Boyle Property Replat of a portion of Block 57 of the Snyder's Addition to the Park City Survey, all of which is more particularly described as follows:

All of Lots 14, 15, 16, 17, 18, 19, 26, 27, 28, 29, 30 and 31 and the south half
of Lots 20 and 25, Block 57 of the Snyder's Addition to the
Park City Plat, on file and of record at the Summit County Recorder's Office.

WHEREAS, the Grantee is organized as a governmental unit under the laws of the State of Utah and is a qualifying recipient of qualified conservation contributions under Sections 170(b), (f), and (h) of the Internal Revenue Code of 1986 as amended (hereinafter the "Code");

WHEREAS, the Grantee is authorized to accept preservation and conservation easements to protect property significant in Utah history and culture under the provisions of Section 57-18 of the Utah Land Conservation Easement Act (hereinafter the "Act");

WHEREAS, the Grantor is owner in fee simple of certain real property in Summit County, Utah, which property is hereinafter referred to as a portion of the Boyle Property Replat, (hereinafter "the Premises"), said Premises including a structure commonly known as 1274 Park Avenue (hereinafter "the Building"), and is more particularly described below;

WHEREAS, the Building is located in the vicinity of structures which are listed on the National Registry of Historic Places (July 12, 1984 thematic nomination);

WHEREAS, the Grantee recognizes the historical, cultural, and aesthetic value and significance of the Building, and has the purpose of conserving and preserving the aforesaid value and significance of the Building;

WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on the real property referred to herein will assist in preserving and maintaining the Building and its architectural, historical, and cultural features;

00546937 BK01283 Pg00630-00648
ALAN SPRIGGS, SUMMIT CO RECORDER
1999 AUG 19 16:10 PM FEE \$.00 BY DMG
REQUEST: PARK CITY MUNICIPAL CORP

WHEREAS, the grant of a preservation and conservation easement by Grantor to Grantee on the Building will assist in preserving and maintaining the aforesaid value and significance of the Building;

WHEREAS, to that end, Grantor grants to Grantee, and Grantee desires to accept, a preservation and conservation easement on the Premises pursuant to the Utah Land Conservation Easement Act;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby irrevocably grant and convey unto the Grantee a preservation and conservation easement in gross in perpetuity (which easement is more particularly described below and is hereinafter "the Easement") in and to that certain real property and the exterior surfaces of the Building located thereon, owned by the Grantor, and more particularly described as:

the front and side Facades (18" deep) of the Building, with modifications approved by the Historic District Commission and stated in the records of the September 14, 1998 meeting, and attached herein (see Exhibits A, B, and C).

The Easement, to be of the nature and character hereinafter further expressed, shall constitute a binding servitude upon said Premises of the Grantor, and to that end Grantor covenants on behalf of itself, its successors, and assigns, with Grantee, its successors, and assigns, such covenants being deemed to run as a binding servitude, in perpetuity, with the land, to do upon the Premises each of the following covenants and stipulations, which contribute to the public purpose in that they aid significantly in the preservation of the Building and surrounding land area, and which help maintain and assure the present and future historic integrity of the Building:

In furtherance of the intent of the parties to this instrument, Grantor covenants and agrees on behalf of himself, his successors and assignees that obligations and restrictions attach to the Premises as follows:

1. "Facade" shall mean the exterior surfaces of the improvements located on the property, including, without limitation, the exterior walls and roofs or the improvements, which are visible from the public street adjacent to the Premises. The photographs incorporated in Exhibit "A" hereto depict the condition and appearance of the Facade as of the effective date of this instrument.
2. Without the express written permission of the Grantee signed by a duly authorized representative thereof no construction, demolition, alteration, remodeling, addition or extension shall be undertaken on the Premises which would affect the Facade or otherwise alter the appearance of the Premises, or would adversely affect the structural soundness of the Premises. Renovation, remodeling, and alterations as approved by the Historic District Commission on September 14, 1998 are allowed once a building permit has been obtained. Grantee hereby consents to the renovation

of the Premises as depicted in Exhibit B. The reconstruction, repair, maintenance, repainting or refinishing of presently existing parts or elements of the Facade, to which damage due to casualty loss, deterioration or wear and tear has occurred, will be permitted without prior approval of Grantee, provided that such reconstruction, repair, maintenance, repainting or refinishing is performed in a manner which will not alter the appearance of the Premises from that set forth in Exhibit A hereto, as modified by Exhibit B. In all events, Grantor, in painting the Facade, agrees to obtain the prior written consent of Grantee.

3. Grantor agrees to, at all times, maintain the Premises in a good and sound state of repair, subject only to the provision of Paragraph 4 hereof.

4. If the Premises, or any part thereof, is damaged or destroyed as a result of natural casualty or fire, where such is not caused by the negligence of either Grantor or Grantee, their agents, representatives or employees, Grantor may elect to reconstruct or restore the Premises to the condition depicted in Exhibits A and B, if such repair or reconstruction can be accomplished within the limits of available insurance proceeds and any additional funds which Grantee might elect to advance as a loan to Grantor at terms to be determined at the time. In the event repair or reconstruction cannot be accomplished within the limits of available insurance proceeds and funds advanced by Grantee, Grantor grants to Grantee the right to select and remove from the Facade salvageable architectural fragments without charge. In the event the Premises are damaged by casualty loss to an extent that the parties mutually decide that repair or reconstruction of the Premises is impracticable, the Grantee may permit the erection of a new structure with a Facade that duplicates or replicates the Facade depicted in Exhibits A and B hereto. Grantor and Grantee agree that the Easement created and covenants contained herein shall survive complete or partial destruction of the improvements located on the Premises. The interest in real property created hereby may, however, be reconveyed to Grantor at the sole discretion of Grantee.

5. No utility transmission lines, except those required for the existing or improved improvements and uses on the Premises may be erected on the Premises.

6. No dumping of ashes, sawdust, bark, trash, rubbish or any other unsightly or offensive materials which are viewable from public roads or streets shall be permitted on the Premises.

7. Grantor agrees that representatives of Grantee shall be permitted, at all reasonable times to inspect the Premises. Inspections will normally take place from the adjacent public street. If evidence of deterioration is present, Grantor agrees that representatives of Grantee shall be permitted to enter and inspect the interior of the improvements on the Premises to insure maintenance of structural soundness. Inspection of the interior will be at a time mutually agreed upon by Grantor and Grantee, and Grantor covenants not to unreasonably withhold his consent in determining a date and time for such inspection.

8. No violation or breach of any covenant contained in this Preservation Easement and

no action to enforce the same, shall defeat, render invalid or impair the lien of any mortgage, or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust.

9. In the event of a violation by Grantor of any covenant herein, the Grantee may, thirty (30) days after written notice to Grantor, institute actions to require the restoration of the Premises to their condition as depicted in Exhibits A and B hereto. Grantee shall also have available all legal and equitable remedies to enforce Grantor obligations hereunder.

In the event of a violation by Grantor deemed by the Grantee to be an emergency which endangers the condition or appearance of the Facade, Grantee may immediately proceed to seek injunctive relief, with best efforts to provide notice to Grantor.

10. Grantor agrees that a reference to this instrument and its restrictions will be inserted by Grantor in any subsequent deed, sales or purchase contract, financing instrument, or other legal instrument by which Grantor is divested of either the fee simple title or equitable title to a possessory ownership interest in the Premises, or any part thereof. Said reference shall be as follows: "The Facade of the property conveyed herein is subject to a Preservation Easement which restricts the ability of any owner or other possessor of the Premises to alter its appearance or historic character, except as approved by the Park City Historic District Commission and stated in the record of the September 14, 1998 meeting and attached as Exhibit B. This easement is recorded on Page _____, Book _____, in the records of the Summit County Recorder, State of Utah." This instrument may be recorded by any party in the land records of Summit County Utah.

11. In the event that the Grantee shall, at any time in the future, become the fee simple owner of the Premises, Grantee for itself, its successors and assigns, covenants and agrees, in the event of subsequent conveyances of the Premises to another, create a new easement containing the same restrictions and provisions as are contained herein, and either retain such easement in itself or convey such easement to a local or national non-profit organization whose purposes, inter alia, are to promote historic preservation.

12. Grantor agrees to allow the maintenance of a plaque on the street Facade of the Premises giving notice of this Grant of Preservation Easement.

13. Grantor shall be prohibited from subsequently transferring this Preservation Easement, whether or not for consideration, unless the Grantee, as a condition of the subsequent transfer requires that the conservation purposes, which the grant is originally intended to advance, continue to be carried out.

14. If Grantor subsequently desires to avail himself of benefits offered under Section 170 of the Internal Revenue Code, and if those benefits are not available without reformation of the Grant

then this Grant shall be reformed to be consistent with IRS regulations, as applied to Grantor, and the parties hereto shall execute any and all writings necessary to effectuate the intent of this paragraph.

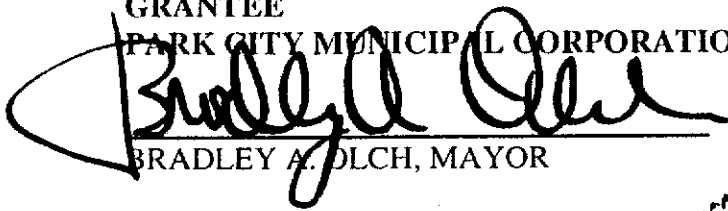
15. This Preservation Easement may be amended at any time solely by the Grantor and Grantee or their successors or assigns.

16. Each and every covenant and restriction imposed and agreed to as aforesaid shall not only apply to and be binding upon Grantor but also upon Grantor's successors and assigns, and all other successors in interest to Grantor, and shall continue as a servitude running in perpetuity with the land and shall survive any termination of Grantor's or Grantee's existence. All rights reserved herein to Grantee shall run for the benefit of, and may be exercised by, its successors or assigns, or by its designee duly authorized in a deed of appointment executed by its duly authorized officer.

IN WITNESS WHEREOF, Grantors have executed and delivered, and said Grantee has caused same to be accepted and signed this 21 day of JUNE, 1999.

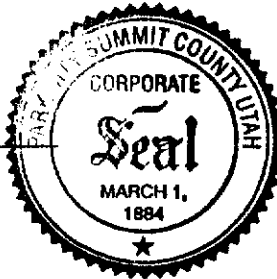
GRANTEE

PARK CITY MUNICIPAL CORPORATION

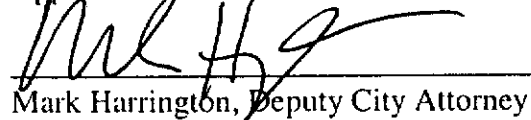

BRADLEY A. OLCH, MAYOR

Attest:


Janet M. Scott, City Recorder



Approved As To Form:


Mark Harrington, Deputy City Attorney

GRANTOR:


Gary D. Boyle

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)

00546937 Bx01283 Pg00634

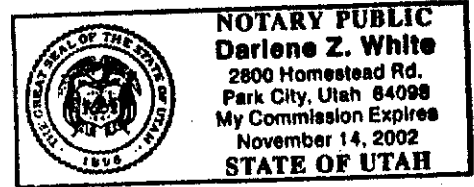
Historic Preservation Easement - Page 5 of 6

On this 24 day of June, 1999, personally appeared before me Daryl D. Boyle personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding Agreement, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Darlene Z. White
NOTARY PUBLIC

GRANTOR:

Sue F. Boyle
Sue F. Boyle



STATE OF UTAH)
:SS

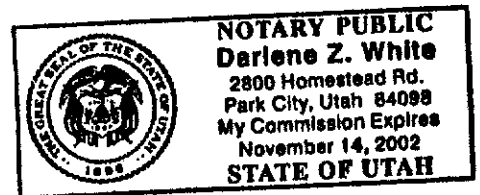
COUNTY OF SUMMIT)

On this 24 day of June, 1999, personally appeared before me Sue F. Boyle personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding Agreement, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Darlene Z. White
NOTARY PUBLIC

GRANTOR:

Edna E. Fisher
Edna E. Fisher



STATE OF UTAH)
:SS

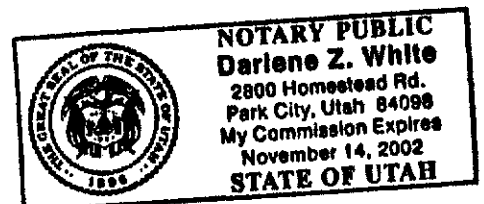
COUNTY OF SUMMIT)

On this 24 day of June, 1999, personally appeared before me Edna E. Fisher personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed on the preceding Agreement, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Darlene Z. White
NOTARY PUBLIC

00546937 Bk01283 Pg00635

Historic Preservation Easement - Page 6 of 6



SCHEDULE OF EXHIBITS

- A. Photographs
- B. Approved plans of proposed additions to Protected Property
- C. Verification Affidavit

00546937 Bx01283 Pg00636

EXHIBIT A



1274 PARK AVENUE - SOUTH ELEVATION



1274 PARK AVENUE - WEST ELEVATION

00546937 Bk01283 Pg00637

EXHIBIT B

00546937 Bk01283 Pg00638



COPY

September 15, 1998

Department of Community Development
Engineering • Building Inspection • Planning

Gary & Sue Boyle
3778 W. Blacksmith Road
Park City, UT 84098

NOTICE OF HISTORIC DISTRICT COMMISSION ACTION

Project Address: 1274 Park Avenue

Project Description: Design review for modifications to existing historic house

Date of Meeting: September 14, 1998

Action Taken By Historic District Commission: Approved in accordance with the Findings of Fact and Conclusions of Law as outlined in the staff report; and Conditions of Approval as written below:

Conditions of Approval:

1. Receipt and approval of a Construction Mitigation Plan (CMP) by the Community Development Department is a condition precedent to the issuance of any building permit. Contact Tricia Parish in the Building Department at 615-5114 for further information.
2. The final building plans and construction details shall reflect substantial compliance with the drawings as submitted and reviewed by the HDC on September 14, 1998.
3. All exterior lighting shall be reviewed and approved prior to full Planning Department approval for issuance of building permits.
4. Window trim widths shall be at least 3 ½ inches in width, and shall be approved by Staff prior to full Planning Department approval for issuance of building permits. Replacement windows shall be wood, metal-clad, double-hung, one-over-one windows having a proportional ratio of 2:1.
5. The porch shall retain the existing turned wooden posts, and consist of a wooden deck, wood jigsaw porch brackets, and wood hand railing having simple detailing. All porch elements shall be approved by the Planning Department prior to the issuance of final building permits.
6. The front door shall be a transomed, wood, half-light door with a decorative screen door in front of it. The rear and side doors shall also be wood, half-light doors. All door designs shall be approved by the Planning Department prior to the issuance of final building permits.

00546937 Bk01283 Pg00639

Park City Municipal Corporation • 445 Marsac Avenue • P.O. Box 1480 • Park City, UT 84060-1480
Community Development (435) 615-5055 • Engineering (435) 615-5055 • Building (435) 615-5100
Planning (435) 615-5060 • FAX (435) 615-4906

Sue & Gary Boyle
September 15, 1998
page 2

7. Remove existing metal siding. Repair covered original wood siding and return missing trim elements (ex: corner boards, fascia boards, etc) as determined by CDD.
8. The existing chain link fence surrounding the property shall be replaced by a paint grade wood picket fence to be approved by the Planning Department prior to the issuance of final building permits.
9. The roofing material and overall building colors shall be approved by the Planning Department prior to the issuance of final building permits.
10. All standard conditions of approval shall apply.
11. This approval shall expire if construction has not commenced prior to September 14, 1999.

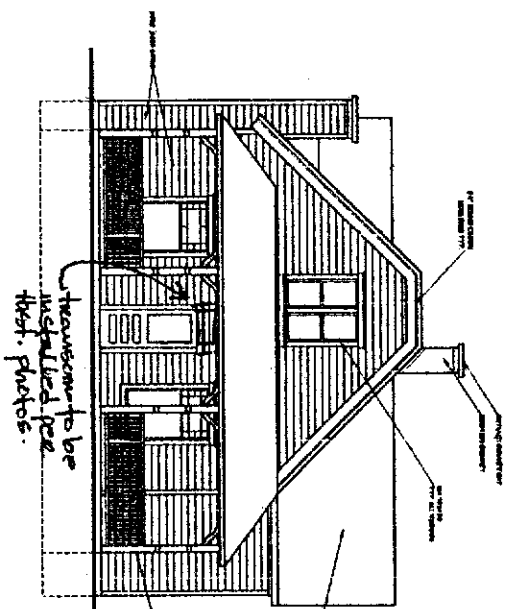
Any person who submitted written comment on a proposal, the owner of any property within three hundred (300) feet of the boundary of the subject site, or the owner of the subject property may appeal to the City Council any action pertaining to the approval or denial. The petition must be filed in writing with the City Recorder within ten (10) calendar days of a Historic District Commission decision.

Sincerely,

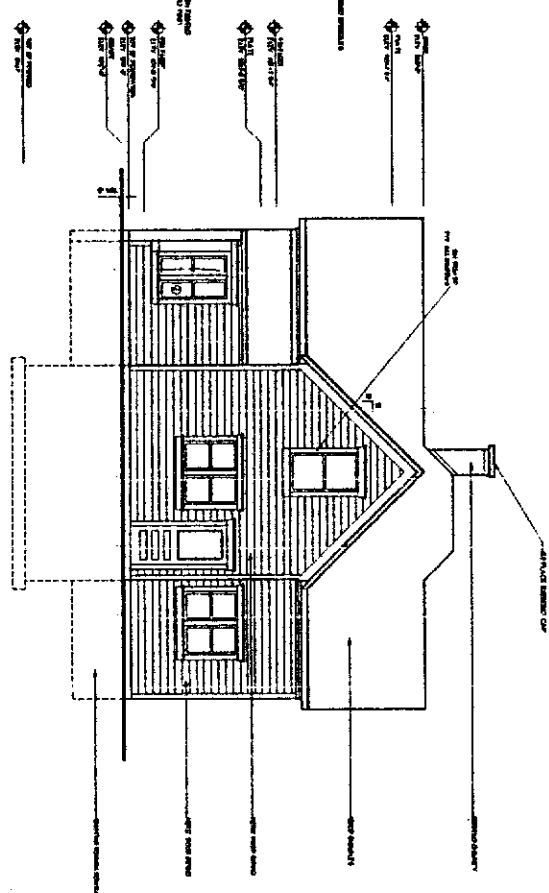


Derek C. Satchell
Preservation Planner

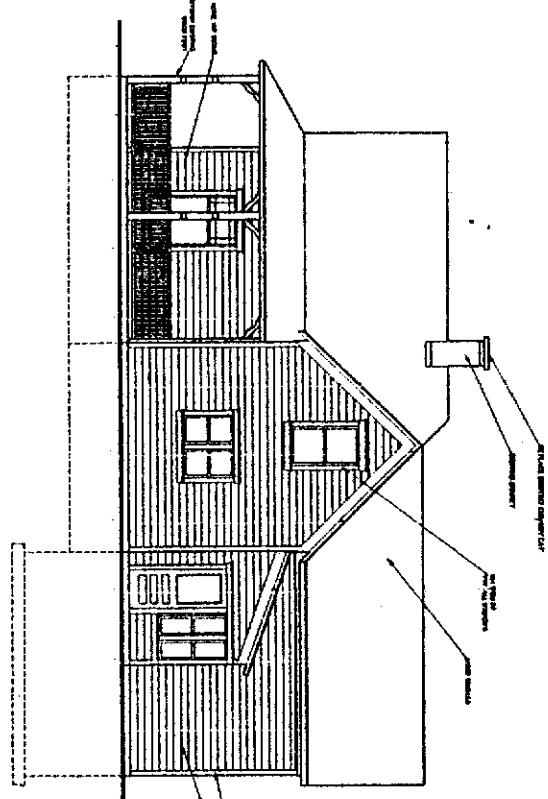
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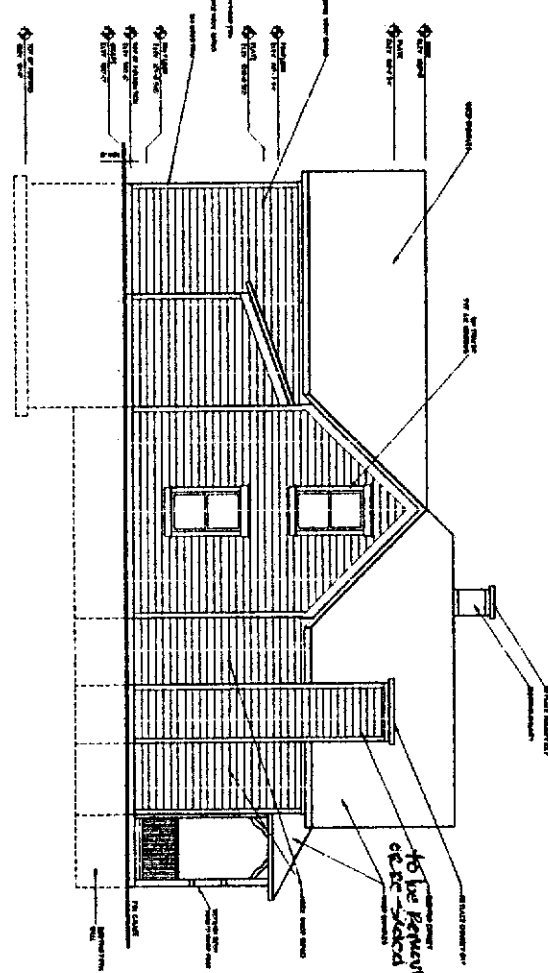
WEST ELEVATION
SCALE 1/4" = 1'-0"



EAST ELEVATION
SCALE 1/4" = 1'-0"



SOUTH ELEVATION
SCALE 1/4" = 1'-0"



NORTH ELEVATION
SCALE 1/4" = 1'-0"

00546937 Bk01283 P600641

RECEIVED
JUL 29 1999
PARK CITY
PLANNING DEPT.

FIELD VERIFY ALL
DIMENSIONS & CONDITIONS

SHEET NO.
A2.1

Remodels and New Structures for:
BOYLE CONDOS #1
1266-1274 Park Avenue
Park City, Utah

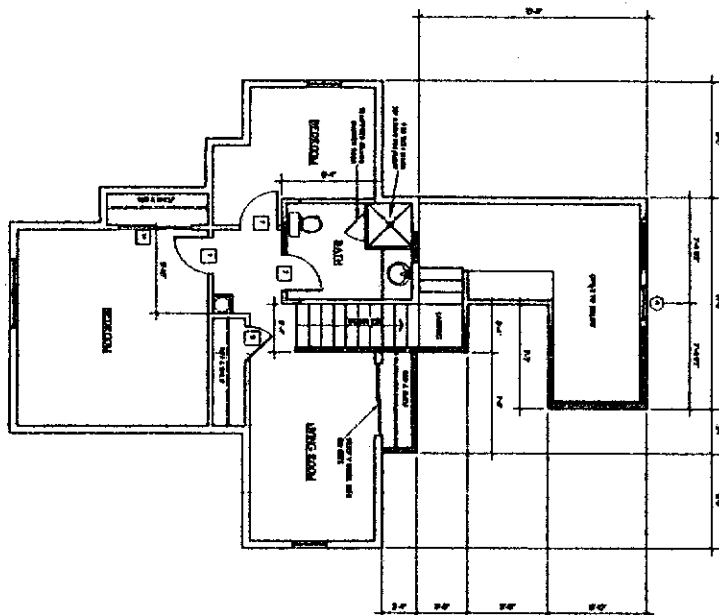
1274
PARK
AVE.

DATE
JUL 26 1999

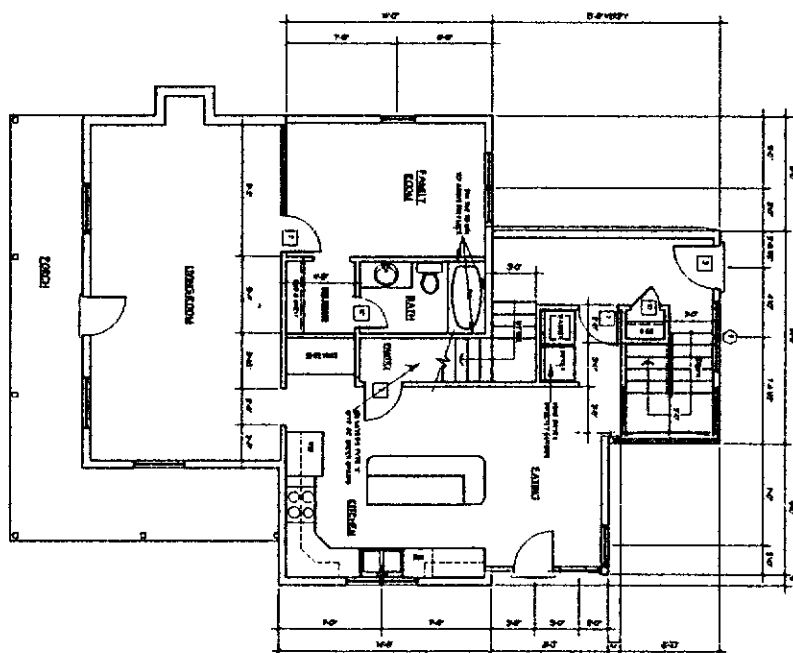


LLOYD DESIGN GROUP
ARCHITECTS
511 EAST BROADWAY
(801) 328-3245

AIA
PLANNERS
SALT LAKE CITY, UT
PAX (801) 328-3246



UPPER FLOOR PLAN
SCALE 1/8" = 1'-0"

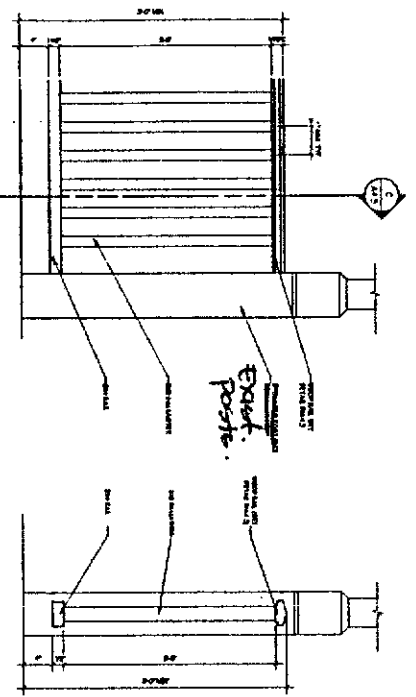


MAIN FLOOR PLAN
SCALE 1/8" = 1'-0"

RECEIVED
JUL 29 1999
PARK CITY
PLANNING DEPT.

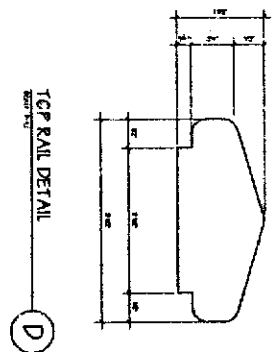
00546937 Bk01283 Pg00642

SHEET NO. A1.1	Remodels and New Structures for: BOYLE CONDOS #1 1266-1274 Park Avenue Park City, Utah	DATE MAY 20, 1999	 LLOYD DESIGN GROUP ARCHITECTS 511 EAST BROADWAY (801) 328-3245	AIA PLANNERS SALT LAKE CITY, UT PAR (801) 328-3246

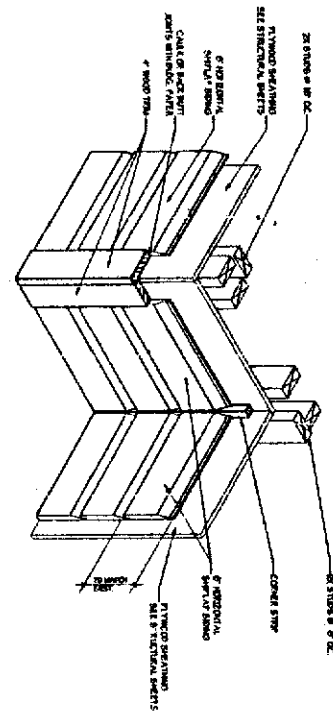


TYPICAL GUARDRAIL
SCALE: 1/8" = 1'-0"

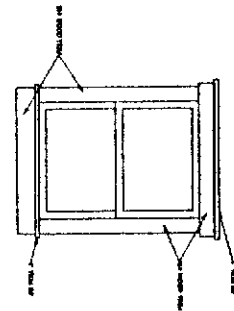
TYPICAL GUARDRAIL
SCALE: 1/8" = 1'-0"



TCP RAIL DETAIL
SCALE: 1/8" = 1'-0"



SIDING DETAIL
SCALE: 1/8" = 1'-0"



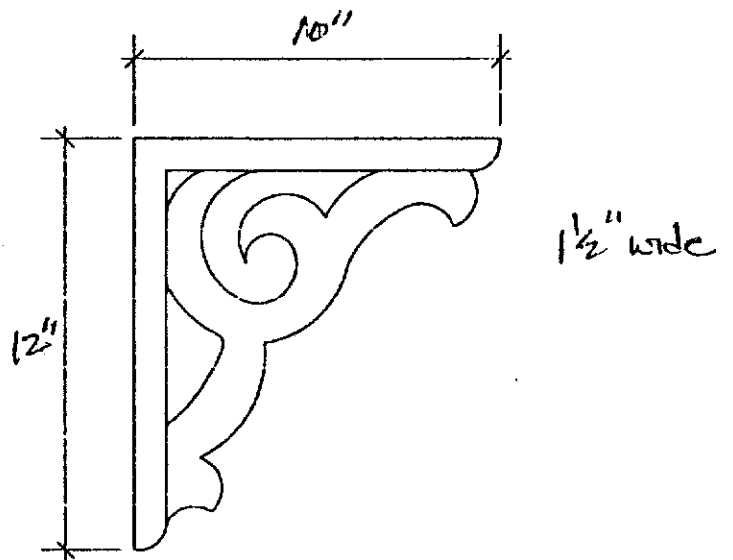
TRIM DETAIL
SCALE: 1/8" = 1'-0"

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RECEIVED
JUL 29 1999
PARK CITY
PLANNING DEPT.

SHEET NO. A4.3	Remodels and New Structures for: BOYLE CONDOS 1266-1274 Park Avenue Park City, Utah	REVISIONS	DATE MAY 21, 1999	LLOYD DESIGN GROUP ARCHITECTS 511 EAST BROADWAY BOULDER, CO 80501 (303) 440-3245	AIA PLANNERS SALT LAKE CITY, UT FAX (801) 326-3246
		REVISIONS	DATE	LLOYD DESIGN GROUP ARCHITECTS	AIA PLANNERS

RECEIVED
JUL 29 1999
PARK CITY
PLANNING DEPT.



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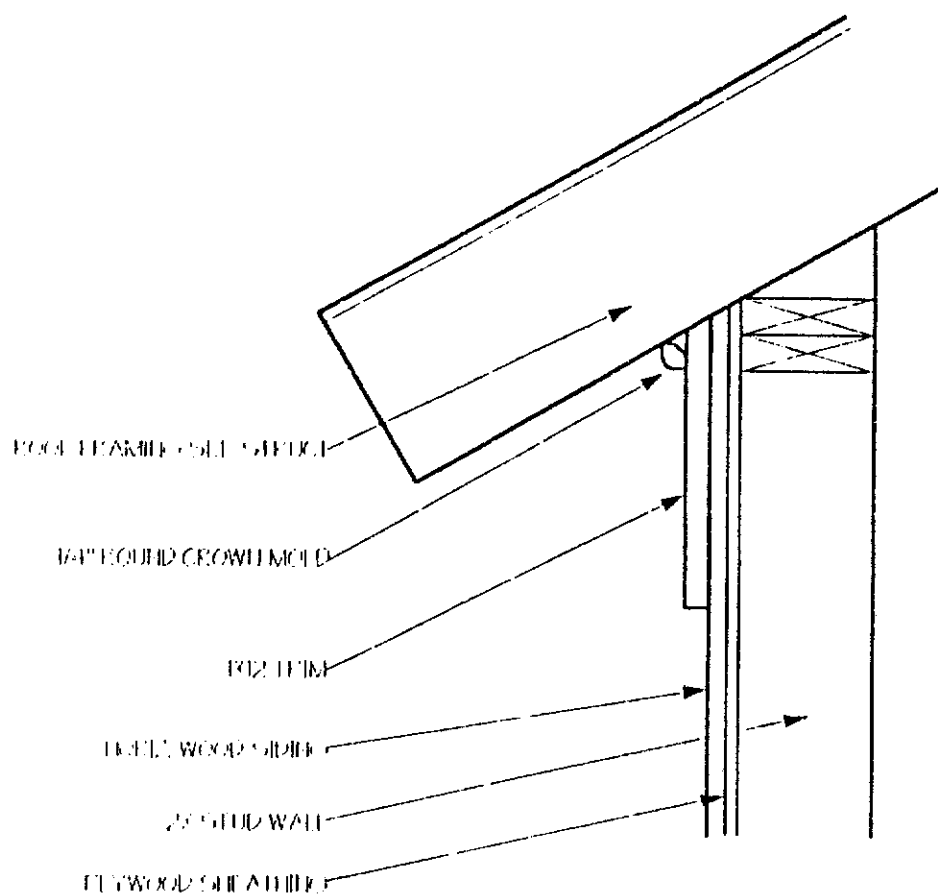
POST BRACKET

SCALE: 1/2" = 1'-0"

For 1274 Park Ave only.

J

RECEIVED
JUL 29 1999
PARK CITY
PLANNING DEPT.



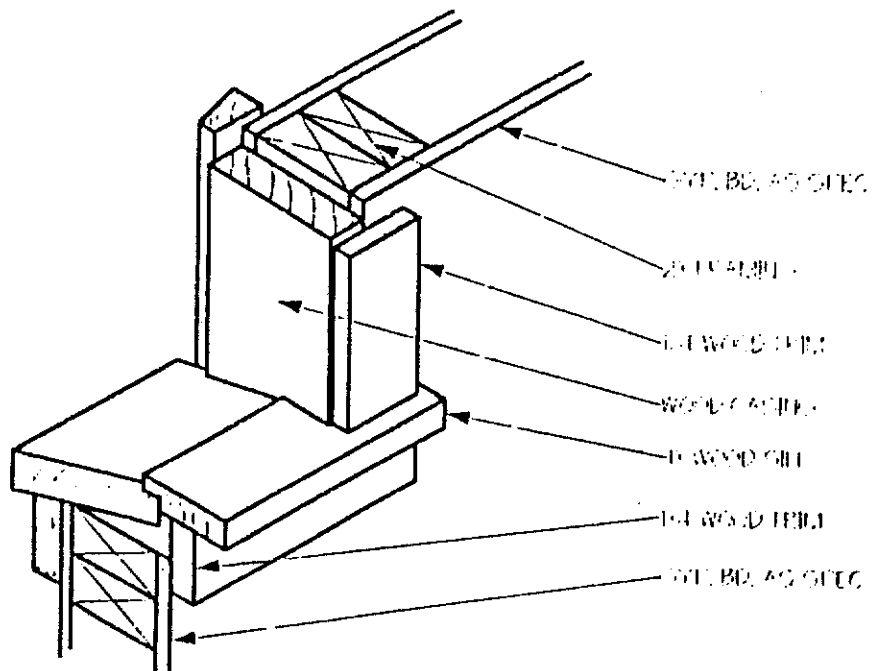
00546937 Bx01283 Pa00645

FACIA DETAIL

SCALE: 1/8" = 1'-0"

G

00546937 Br01283 Pg00646



TRIM DETAIL

SCALE: 1/2" = 1'-0"

H

RECEIVED
JUL 29 1999
PARK CITY
PLANNING DEPT.

EXHIBIT C

Easement Monitoring Inspection Form/Affidavit

Park City Municipal Corporation

P.O. Box 1480 Park City, Utah 84060

EASEMENT INSPECTION FORM

BUILDING/SITE: Lot 1 of the Boyle Property Replat, 1274 Park Avenue, Park City, Utah

ADDRESS: 1274 Park Avenue, Park City, Utah

CURRENT OWNER: Gary D. and Sue F. Boyle and Edna E. Fisher

ADDRESS: 3778 Blacksmith Road, Park City, UT 84098

PHONE: 435-649-7552

INSPECTION DATE: May 7, 1999

PROTECTED FEATURES OR RESTRICTIONS:

Facade easement for existing east (front), north and south building elevations, including but not limited to the following features:

- Overall existing two-story frame, front-gabled residential dwelling with wrap-around porch, with the modifications as approved by the Historic District Commission on September 14, 1998 (See Exhibit B);

West (Front) Facade

- Original bead-board front porch ceiling;
- Existing painted wood turned porch posts (4 total);
- Half-light front door (having two panels below), with transom above;
- Four (4) large fixed picture windows (having stained glass transoms above) at the first floor level;
- Existing exterior wall cornice, soffit, fascia and roof eaves; and
- All original building material and/or features which may be present, but are visually obscured by the existing non-historic aluminum siding.

North facade-

- All original building material and/or features which may be present, but are visually obscured by the existing non-historic aluminum siding.

South facade-

- Original bead-board front porch ceiling;
- Existing painted wood turned porch posts (1 total);
- One (1) large fixed picture window (having stained glass transoms above) at the

00546937 Bk01283 Pg00647

EXHIBIT C

Sample Easement Monitoring Inspection Form/Affidavit

Page 2

first floor level;

- Existing exterior wall cornice, soffit, fascia and roof eaves; and
- All original building material and/or features which may be present, but are visually obscured by the existing non-historic aluminum siding.

General Condition and Potential Problem Areas

Fair condition overall. Potential problem areas consists of the following:

- Replace and repair portions of crown molding, frieze, boxed soffit, and eave where necessary;
- Rebuild front porch with wood decking, porch posts, jig-saw porch brackets, bead-board porch ceiling, etc;
- Remove non-original aluminum siding. Repair and caulk original drop-lap wood siding which may exist beyond;
- Repair and/or replace in-kind existing original wood corner boards;
- Remove all metal exterior storm windows;
- Replace all non-original windows with wood double-hung, one-over-one sashes. All new window locations and sizes on the side elevations of the house (which is not part of the September 14, 1998 HDC approval) shall be reviewed and approved by the Historic District Commission prior to any installations.
- Repair existing original half-light, wood paneled front door and single-light transom;
- Repair all existing original wood window and door casing and trim; and
- Repair existing brick chimney located at the center of the main roof ridge line;

INSPECTION:

Did Inspector meet with the property owner or his representative during the inspection visit? Yes

If yes, name of owner or representative: Sue Boyle

Inspected by: Kirsten A. Whetstone, City Planner and Derek Satchell, Preservation Planner

Affiliation: Park City Municipal Corporation

Date: May 10, 1999

00546937 Bk01283 Pg00648

From: [Michael Montgomery](#)
To: [Rebecca Ward](#)
Subject: Re: 1274 Park Avenue Plat Amendment Inquiry
Date: Tuesday, January 07, 2020 11:51:54 AM

Greetings Rebecca Ward,

As owner and full time residence of 1266 Park Avenue, Alpine Retreat, I would like to voice the following concerns.

1. Maintaining access to City Park from our common area.
2. Parking density
3. Loss of existing green space.

Thanks for considering these issues and keeping me informed.

Sincerely,

Michael Montgomery

From: [Lisa Mittnacht](#)
To: [Rebecca Ward](#)
Cc: [Lisa Mittnacht](#)
Subject: 1274 Park Avenue Plat Amendment Inquiry
Date: Wednesday, January 08, 2020 11:58:44 AM

Rebecca: Thank you so much for all the information you sent me regarding the building add on of a garage and second floor studio apartment for the above property. You have been very helpful and really went out of your way to assist me in gaining information regarding the above. I very much enjoyed our conversations.

As the owner of 1275 Sullivan Road - adjacent to the above proposed build - I would like to voice the following concerns:

1. I very much want to keep the existing 100 plus year old trees which are both aesthetically pleasing and provide privacy from the neighbors. The green space was one of the reasons I purchased 1275 Sullivan Road. I would like to request that the builder keeps the roof line as low as possible so that only the lower limbs of the trees need to be cut down. No amount of planting could ever replace a 100 year old plus tree (with a fabulous huge bird nest in it).
2. Maintaining access to City Park from our common area.
3. Could some green space be placed between my driveway at 1275 Sullivan Road and the 1274 proposed driveway from Sullivan Road to avoid paved density.
4. Please send all correspondence regarding the above to Lisa Mittnacht, [REDACTED], [REDACTED] - as I do not maintain a mailbox at 1275 Sullivan Road in Park City. You can also email me at [REDACTED]. For any immediate questions you can always call me at [REDACTED].

Thanking you in advance, Lisa Mittnacht (owner of 1275 Sullivan Road)

City Council Staff Report



Subject: Transition to Post Card Notice
Application: PL-20-04527
Author: Rebecca Ward
Date: July 9, 2020
Type of Item: Legislative – Land Management Code Amendments

Summary Recommendations

Staff recommends the City Council review the proposed Land Management Code amendments, hold a public hearing, and consider approving Ordinance 2020-34.

Description

Applicant: Planning Department
LMC Sections: § 15-1-12(C), *Notice*
§ 15-1-18(F), *Form of Appeals*
Reason for Review: Land Management Code amendments require Planning Commission review and recommendation to the City Council for Final Action

Acronyms

LMC Land Management Code

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

Executive Summary

Currently, land use applicants submit paper applications and materials to staff at the Planning Department counter. To improve customer service and convenience, the Planning Department is shifting to an online application process. As part of this transition, staff proposes Land Management Code (LMC) amendments to change how applicants and staff provide mailed notice to certain surrounding property owners.

On June 24, 2020, the Planning Commission reviewed the proposed LMC amendments and unanimously forwarded a positive recommendation for the Council's consideration ([Staff Report](#)).¹

The Commission recommended that staff include a Quick Response Code (QR Code) to the post card and property notice so that the public can easily connect to additional information.

Analysis

Staff recommends amending LMC § 15-1-12(C), *Notice*, and § 15-1-18(F), *Form of Appeals*, so that applicants and staff may transition from mailing notice letters to post card notice mailed by a third party.

¹ Staff initially also proposed amending notices to Homeowner Associations, but requested that the Commission continue the discussion to a later date.

To notify the public of a hearing on a land use application, staff posts notice to the property and to three public places, posts notice on the City and Utah Public Notice websites, publishes notice in the *Park Record*, and mails notice to property owners within a certain distance of a property that is the subject of a land use application.

For mailed notice, applicants are required to submit pre-addressed and stamped envelopes to the Planning Department at the time of application. Staff prepares and mails the notice 10 to 14 days before a public hearing, depending on the type of application. Mailing notice is a time consuming process for both applicants and staff.

To save time and to support an online application process, the Planning Department is transitioning to post card notice that will be mailed by a third party. Rather than submit pre-addressed and stamped envelopes with a land use application, applicants will submit an electronic list of property owners and addresses. Staff will provide this list and information on the land use application and public hearing to the third party and they will print and mail post cards to surrounding property owners (See Exhibit B for an example post card notice).

On June 18, 2020, the Council amended the Fee Schedule to include a \$1.00 charge per mailing to applicants in order to cover the cost of the post cards.

As a result, staff recommends amending LMC § 15-1-12(C), *Notice*, and § 15-1-18(F), *Form of Appeals*, as follows:

15-1-12 Notice

All notice of public hearing, unless otherwise specified in this Code or State law, must be provided in accordance with this Section and must state the general nature of the proposed action; describe the land affected; and state the time, place, and date of the hearing. Once opened, the hearing may be continued, if necessary, without republication of notice until the hearing is closed. Notice shall be given according to Section 15-1-21 Notice Matrix and as follows:

. . .

C. MAILED NOTICE. Pursuant to Section 15-1-21 Notice Matrix for required or courtesy mailed notice to adjacent and surrounding Property Owners, and to Affected Entities, the Applicant must provide the Planning Department with ~~[stamped and pre-addressed envelopes for]~~ an electronic list of each Property Owner of record of each Parcel located entirely or partly within three hundred feet (300') from all Property Lines of the subject Property, and as further specified in Section 15-1-21 Notice Matrix~~[, together with a mailing list for those Property Owners]~~. The addresses for Property Owners must be as shown on the most recently available Summit County tax assessment rolls. If the subject Property is a Condominium, the Owners Association is sufficient in lieu of the address for each unit Owner. For courtesy mailed notice that is not a legal requirement per Utah State Code, for specific actions and noted herein, and further specified in Section 15-1-21 Notice Matrix, any defect in such courtesy mailed notice shall

not affect or invalidate any hearing or action by the City Council or any Board or Commission.

15-1-18 Appeals And Reconsideration Process

. . .

F. FORM OF APPEALS. Appeals to the Planning Commission, Board of Adjustment, or Historic Preservation Board must be filed with the Planning Department. Appeals to the City Council must be filed with the City Recorder. Appeals must be by letter or petition, and must contain the name, address, and telephone number of the petitioner; his or her relationship to the project or subject Property; and must have a comprehensive statement of all the reasons for the appeal, including specific provisions of the law, if known, that are alleged to be violated by the action taken. The Appellant shall pay the applicable fee established by resolution when filing the appeal. The Appellant shall present to the appeal authority every theory of relief that it can raise in district court. The Appellant shall provide ~~[required envelopes]~~ courtesy mailing to all parties who received mailed notice for the action being appealed within fourteen (14) days of filing the appeal.

Department Review

The Planning, Engineering, and Legal Departments reviewed this application.

Notice

Staff published notice on the City's website and the Utah Public Notice website on June 24, 2020. The *Park Record* published notice on June 24, 2020. LMC [§ 15-1-21](#).

Public Input

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

Alternatives

- The City Council may approve Ordinance 2020-34;
- The City Council may deny Ordinance 2020-34; or
- The City Council may request additional information and continue the discussion to a later date.

Exhibits

Attachment 1 – Ordinance No. 2020-34

Exhibit A: Land Management Code Redlines

**Attachment 1 –
Ordinance No. 2020-34**

AN ORDINANCE AMENDING LAND MANAGEMENT CODE § 15-1-12(C), *NOTICE*, AND 15-1-18(F), *FORM OF APPEALS*, TO REPLACE THE REQUIREMENT THAT APPLICANTS SUBMIT STAMPED, PRE-ADDRESSED ENVELOPES WITH A REQUIREMENT THAT APPLICANTS SUBMIT AN ELECTRONIC LIST OF CERTAIN PROPERTY OWNERS

WHEREAS, the Land Management Code was adopted by the City Council of Park City, Utah, to promote the health, safety, and welfare of the residents, visitors, and property owners of Park City;

WHEREAS, the Land Management Code implements the goals, objectives, and policies of the Park City General Plan to maintain the quality of life and experiences for City residents and visitors;

WHEREAS, to improve customer service and convenience, the Planning Department is transitioning from paper applications to an online application process;

WHEREAS, Land Management Code § 15-1-12(C), *Notice*, requires land use applicants to submit pre-addressed and stamped envelopes for mailed notice to certain surrounding properties;

WHEREAS, Land Management Code § 15-1-18(F), *Form of Appeals*, requires appellants to submit pre-addressed and stamped envelopes for mailed notice to certain surrounding properties;

WHEREAS, as part of the transition to online applications, the Planning Department is shifting to post card notices to be mailed by a third party;

WHEREAS, the Planning Commission duly noticed and conducted a public hearing on June 24, 2020, and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing on July 9, 2020.

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

SECTION 1. LAND MANAGEMENT CODE § 15-1-12(C), *Notice*. The recitals above are incorporated herein as findings of fact. Section 15-1-12(C) of the Land Management Code of Park City is hereby amended as outlined in Exhibit A.

SECTION 2. LAND MANAGEMENT CODE § 15-1-18(F), *Form of Appeals*. The

recitals above are incorporated herein as findings of fact. Section 15-1-18(F) of the Land Management Code of Park City is hereby amended as outlined in Exhibit A.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 9th day of July, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

Mark Harrington, City Attorney

Exhibit A

1 Section 15-1-12(C) is amended to read:

2 **15-1-12 Notice**

3 All notice of public hearing, unless otherwise specified in this Code or State law, must
4 be provided in accordance with this Section and must state the general nature of the
5 proposed action; describe the land affected; and state the time, place, and date of the
6 hearing. Once opened, the hearing may be continued, if necessary, without
7 republication of notice until the hearing is closed. Notice shall be given according to
8 Section 15-1-21 Notice Matrix and as follows:

9 . . .

10 C. **MAILED NOTICE.** Pursuant to Section 15-1-21 Notice Matrix for required or courtesy
11 mailed notice to adjacent and surrounding Property Owners, and to Affected Entities,
12 the Applicant must provide the Planning Department with ~~[stamped and pre-addressed~~
13 ~~envelopes for]~~ an electronic list of each Property Owner of record of each Parcel located
14 entirely or partly within three hundred feet (300') from all Property Lines of the subject
15 Property, and as further specified in Section 15-1-21 Notice Matrix~~[, together with a~~
16 ~~mailing list for those Property Owners]~~. The addresses for Property Owners must be as
17 shown on the most recently available Summit County tax assessment rolls. If the
18 subject Property is a Condominium, the Owners Association is sufficient in lieu of the
19 address for each unit Owner. For courtesy mailed notice that is not a legal requirement
20 per Utah State Code, for specific actions and noted herein, and further specified in
21 Section 15-1-21 Notice Matrix, any defect in such courtesy mailed notice shall not affect
22 or invalidate any hearing or action by the City Council or any Board or Commission

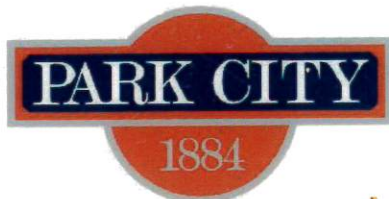
23 . . .

24 Section 15-1-18(F) is amended to read:

25 **15-1-18 Appeals And Reconsideration Process**

26 . . .

27 **F. FORM OF APPEALS.** Appeals to the Planning Commission, Board of
28 Adjustment, or Historic Preservation Board must be filed with the Planning
29 Department. Appeals to the City Council must be filed with the City Recorder.
30 Appeals must be by letter or petition, and must contain the name, address, and
31 telephone number of the petitioner; his or her relationship to the project or
32 subject Property; and must have a comprehensive statement of all the reasons
33 for the appeal, including specific provisions of the law, if known, that are alleged
34 to be violated by the action taken. The Appellant shall pay the applicable fee
35 established by resolution when filing the appeal. The Appellant shall present to
36 the appeal authority every theory of relief that it can raise in district court. The
37 Appellant shall provide ~~[required envelopes]~~ courtesy mailing to all parties who
38 received mailed notice for the action being appealed within fourteen (14) days of
39 filing the appeal.



PLANNING

PUBLIC NOTICE

PROPERTY ADDRESS: 5000 ROYAL STREET

PERMIT #: PL-19-04374

APPLICATION: SUBDIVISION

APPLICANT: RORY MURPHY, REPRESENTATIVE, DV LODGE, LLC

DESCRIPTION: PROJECT The Park City Planning Commission will review the proposed Subdivision as a Work Session agenda item during their regularly scheduled meeting on Wednesday, February 12, 2020, at 5:30 PM in the Council Chambers in the Marsac Municipal Building located at 445 Marsac Avenue, Park City, Utah 84060. No action will be taken at this meeting. You will be re-noticed when the Planning Commission schedules a Public Hearing on this item.

CONTACT EMAIL: alexandra.ananth@parkcity.org

For further information, please contact the Project Planner Alexandra Ananth at 435-615- 5066 or visit the Planning Department at 445 Marsac Avenue, Park City, UT.



PLANNING

FROM
Park City Municipal Corporation
Planning Department
P.O. Box 1480
Park City, UT 84060

TO
PARK CITY MUNICIPAL CORP.
PLANNING DEPT
PO BOX 1480
PARK CITY, UT 84060-1480

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City Council Staff Report



Subject: Wildland Urban Interface (WUI) Municipal Code and Land Management Code (LMC) Amendments
Application: PL-20-04486
Authors: Liz Jackson, Planner
Dave Thacker, Chief Building Official
Date: July 9, 2020
Type of Item: Legislative

Summary Recommendation

Staff requests that the City Council review the proposed amendments to Municipal Code Sections 11-21-1, 11-21-2, 11-21-3; Section 14-1-5; and Land Management Code (Municipal Code Title 15) Sections 15-2.21-3, 15-5-1, 15-5-5(N), 15-6-6, 15-8-2, 15-15-1, and 15-15-2; open a public hearing, and consider approving said amendments.

Description

Applicant: Park City Municipal Corporation
Location: Park City – Citywide
Proposal: Revisions to the Municipal Code including the adoption of the 2006 Utah
Reason for Review: Land Management Code (LMC) Amendments require Planning Commission review and City Council review and action, per LMC [§ 15-1-7](#).

Acronyms

CWPP	Community Wildfire Protection Plan
DNR	Department of Natural Resources
LMC	Land Management Code
PCFD	Park City Fire District
UWRAP	Utah Wildfire Risk Assessment Portal
WUI	Wildland Urban Interface

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

Executive Summary

The Building and Planning Departments propose revisions to the Municipal Code including the adoption of the 2006 Utah WUI Code, as amended; implementing WUI standards; and adding Firewise designations to the [§ 14-1-5](#) plant list; revisions to the Land Management Code defining Defensible Space and Firewise Landscapes/Landscaping; and implementing WUI standards for the Sensitive Lands Overlay, Annexations, and Master Planned Developments.

The Planning Commission reviewed said amendments on June 10, 2020 and gave a unanimous positive recommendation for City Council. See Exhibit E for meeting minutes and Exhibit F for a discussion synopsis. That staff report is linked [here](#).

Background

Park City is a community considered to be a WUI, as defined by the 2006 WUI Code – currently adopted by the State of Utah. This not only attracts residents and visitors to a lush, mountainous landscape, but has the potential to be disastrous if a wildfire were to occur. Staff has been working to update the Municipal and Land Management Code to reflect best practices of other communities with regards to home-hardening and vegetation management. This is an effort to create a comprehensive program which will include education and regulatory guidance, to assist community members in understanding their role in preparing for and possibly preventing a potential wildfire. Park City has been fortunate in that there has not been a recent wildfire that has devastated our community. With each passing year, we witness other communities that are heavily impacted by wildfire and staff finds that it is a necessity to adopt WUI standards as soon as possible, in order to have a basis of resources, WUI development and maintenance standards, and a Firewise program that community members can reference in order to prepare their own properties should a wildfire occur. See Exhibit D for proposed Firewise program details. Park City's goal to become the "Best Resort Town in America" would be impossible should a wildfire spread through the priceless Historic Districts and/or economically impactful ski resorts, but above all, Park City's resident and visitor safety needs to be prioritized in this process.

In 2016, City Council adopted [Ordinance 2016-31](#), adopting the 2006 Utah WUI Code. This was soon after repealed as it was deemed too restrictive by not allowing City staff to determine if WUI requirements were necessary on specific properties; staff needed more time to educate the community on WUI details; and the Ordinance did not address the Historic Districts unique buildings, layout, and vegetation. In that repeal, Council directed staff to present an amended WUI Ordinance. Staff has since been focusing on a new Ordinance, including attending training to better understand structure ignition potential.

Please also see City Emergency Manager Mike McComb's update to City Council on August 15, 2019, regarding the 2019 Wildfire Season, and the community outreach efforts taking place, as this report is in conjunction with that (report linked [here](#)). This report gives a comprehensive timeline of current City efforts regarding WUI, as related to the timeline in the Analysis section below. Said timeline describes specific events regarding WUI since 2016, relating to the Municipal and Land Management Codes. See two timelines within Analysis section for a past timeline of WUI Ordinances and milestones the City has been pursuing.

City staff has been, and will continue, working toward the items listed below, as directed by City Council within [Ordinance 2016-46](#).

- 1) Educating community members about WUI and how to better prepare their properties for a wildfire.
- 2) Draft Code Amendments that are better specified to Park City's unique built environment, specifically in the Historic Districts, and grant select City staff the authority to differ from the WUI Code if deemed appropriate.

Staff has worked with HOAs that have reached out to Park City Municipal Corporation and has found that in order to actually benefit community members Park City needs

tangible Code in place. Community members are looking for answers to what can be done on their property, but without the standards adopted for WUI, staff can only offer guidance based on industry standards. Staff has determined that adopting Code to create standards, and putting in place an educational program moving forward, will be the most effective method for WUI and Park City.

It is the goal of staff to continue to work collaboratively with the PCFD Fire Marshal and Summit County Emergency Management Team to align Park City Municipal and Land Management Codes with the Summit County's WUI Code, while taking into consideration that there are differences between the City's and County's built environments. It is yet to be determined where in the Summit County Code their Ordinance will reside. Although Summit County has yet to adopt a WUI Code, staff finds it necessary to act now and implement WUI standards in order to allow community members to prepare for a possible fire. Staff will continue to keep up to date on Summit County's Code to maintain alignment with their regulations.

Analysis

Through staff's research of nationwide best practices and training from industry experts, it has been determined that a holistic approach to preparing for a potential catastrophic wildfire will be most successful if not only the City and County are aligned in implementation, but community members as well. The City's goal is to provide education and allowances within the Municipal and Land Management Codes, for community members to prepare their properties and neighborhoods for a potential wildfire.

Communities and entities that staff has researched include:

Boulder, Colorado

Orange County, California

California Department of Forestry and Fire Protection (Cal Fire)

Ashland, Oregon

Prescott, Arizona

Truckee, California

Sonoma County, California

Utah State University

Firewise USA

Staff discovered through the training received, that the concept of Home Hardening is key to lessening impacts of a wildfire. This will be defined through the Code Amendments as a Firewise technique that "Addresses the most vulnerable components of your house with techniques and materials that increase the resistance to heat, flames and embers that accompany most wildfires." Although the City will act as a reference point and regulator for community members, the goal of the Firewise program and Code Amendments will be to enable property owners to layout and maintain their own property up to City standards to ensure their own safety, as well as the safety of their neighborhoods. This includes, but is not limited to, vegetation maintenance, building structures to abide by requirements of the proposed WUI standards, and maintaining a clean property clear of debris that may act as fuel for a fire.

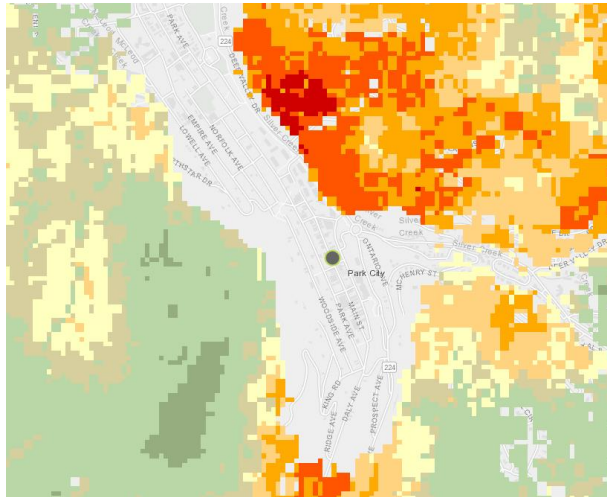
Staff has determined that WUI standards are necessary, along with a Firewise informational program, to assist community members in preparing for a potential wildfire. See Exhibit D for potential City initiated milestones to be considered for inclusion within Park City's Firewise program. See Exhibit C for a timeline of the history of the WUI Code, as well as a projected timeline. Staff finds that regulation, although necessary to maintain consistency throughout the community, will be complemented by inclusion of community members in our efforts. A Firewise program with educational materials and resources will not only help the community members to better understand the methods and importance of preparing properties for a wildfire, but lessen the need for City Code Enforcement resources and allow for consistent regulation from the City.

The need for the WUI Code amendments is paramount not only to City staff and industry professionals, but the community at large. As other communities have faced the repercussions of wildfire, Park City has the opportunity to act as a leader in a custom WUI Code and program, specific to the City's needs. Park City has been fortunate to have not experienced a large-scale fire in the recent past, but it is possibility that one could occur any year. Leadership Park City is a group formed of community members interested in community leadership (see Leadership Park City webpage [here](#) for information about the group), and each year they choose a project to work on that can benefit the community. This past year, the choice was wildfire outreach to Park City locals. This group's project work was not only timely, but an indication that this is of the utmost importance to Park City's community members.

2016 Code vs. Proposed Amendments

[Ordinance 2016-31](#) adopted the 2006 Utah WUI Code in its entirety. The proposed Code Amendments have been drafted to fit Park City's needs to determine circumstances where the 2006 Utah WUI Code may be inappropriate or inapplicable. This includes adopting the 2006 Utah WUI Code, as amended. The proposed amendments also give the Chief Building Official, Planning Director, and Fire Marshal (or a Fire Code Official) the option to determine if a Site can be deemed eligible for modification to, or may deviate from, WUI and house hardening requirements. This is predominantly intended for the Historic Districts of Park City, as WUI requirements and the Historic District Design Guidelines (see LMC Chapter [15-13](#)) do not consistently align on structure and landscaping materials. Staff finds that not only does a balance between WUI safety and the integrity of the Historic Districts will need to be maintained, but that the Historic Districts have less of a threat of wildfire compared to other neighborhoods within Park City. For example, per the [Utah Department of Natural Resources \(DNR\) Wildfire Risk Assessment Portal \(UWRAP\)](#), the Historic Districts may be considered an Urban area and not classified as at risk for a wildfire. This is not to assume that a fire is not possible in the Historic Districts, but that it would be more of an urban structure-to-structure fire, as opposed to a wildfire. A wildfire could also have immense impacts on the Historic District, should a travelling ember from a fire land on a Structure in the Historic Districts. Staff would like to consider evaluating the Historic Districts' Sites on a case-by-case basis to not only determine proximity to open space (i.e. Sites that may have wildfire risk potential due to being close to vegetated open space, as opposed to being surrounded by built structures), but also Site conditions and Structure materials. See image below of the UWRAP Map (linked above, image

confirmed on June 1, 2020) zoomed in on the Historic Districts. The surrounding threat level in the Area surrounding the Historic Districts is “Very Very Low” (dark green) to “Extreme” (dark red). This indicates that although the risk in certain locations may be low, there is a great potential for a wildfire in close proximity, which could be disastrous for these Districts.



The allowances in the Code for City staff to determine if specific Sites may be deemed eligible for modification or deviation from WUI Code restrictions are intended to not only take into account that although Park City is a WUI area, not all properties may require the same regulations. This is also pertaining to Sites outside of the Historic Districts, as certain Subdivisions have past requirements that vegetation outside of platted Limits of Disturbance remain undisturbed. As properties become overgrown, they may present hazardous conditions to Structures. This is determined by numerous factors based on Site-specific conditions. This may include slope of the property, vegetation type, Structure materials, etc. The proposed additions in Municipal Code § 11-21-1(D) (See Exhibit A Attachment A) are to allow for the Fire Code Official and Planning Director to make Site-specific determinations, based on the factors laid out in the proposed amendments in §11-21-1 through 11-21-7, that allow for maintenance of vegetation outside of the platted Limits of Disturbance on private properties.

Amendments for Council's Consideration

See Exhibit A for proposed Code Amendments, as well as Exhibit B for Code Amendment topics and implementation information.

Staff also requests that the City Council discuss CWPPs and if these plans should be submitted to the City by landowners over a certain acreage, as a requirement or simply as a part of the educational outreach program (i.e. a suggestion, but not a requirement). It has been brought to staff's attention that requiring 5-10 year WUI management plans for properties that cover large portions of Park City would be beneficial in the fact that maintaining these properties could likely have the biggest impact on whether Park City can effectively mitigate a wildfire or not. Summit County lists an example CWPP on their website, linked [here](#). At this time, staff would suggest the plans as a part of the educational outreach program (Exhibit D) only, but staff recognizes these plans may

play a key role in fire mitigation for the community at large. The Planning Commission recommended that these not be required of the community at this time, but that Park City overall should have a CWPP in place. Summit County has an existing CWPP with which Park City can align. That document is linked [here](#).

Process

Land Management Code amendments require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction. This is per LMC [§ 15-1-18](#).

Department Review

The Building, Engineering, Legal, Trails & Open Space, Sustainability, Public Works, Emergency Management, and Planning Departments have reviewed this report.

Notice

Notice was posted for this meeting on May 27, 2020, the Park Record published the notice on May 27, 2020, and Affected Entities were mailed notice on May 27, 2020, per requirements of LMC [§ 15-1-21](#).

Public Input

See Exhibit G. A comment was received for a virtual meeting staff held on June 3, 2020 to discuss proposed amendments with HOAs in Park City.

Recommendation

Staff requests that the City Council review the proposed amendments to Municipal Code Sections 11-21-1, 11-21-2, 11-21-3; Section 14-1-5; and Land Management Code (Municipal Code Title 15) Sections 15-2.21-3, 15-5-1, 15-5-5(N), 15-6-6, 15-8-2, 15-15-1, and 15-15-2; open a public hearing, and consider approving said amendments.

Exhibits

Exhibit A – Draft Ordinance
Exhibit B – Proposed Amendments Information and Implementation by Topic
Exhibit C – WUI Timeline
Exhibit D – Proposed Firewise Program Details
Exhibit E – Planning Commission WUI Minutes June 10, 2020
Exhibit F – Planning Commission Meeting Discussion Synopsis
Exhibit G – Public Comment

AN ORDINANCE AMENDING TITLES 11, 14 AND 15 OF THE MUNICIPAL CODE OF PARK CITY, UTAH, SPECIFICALLY SECTIONS 11-21-1, THE 2006 UTAH WILDLAND-URBAN INTERFACE CODE 11-21-2, LAND SUBJECT TO UTAH WILDLAND-URBAN INTERFACE CODE, 11-21-3 VIOLATIONS, 14-1-5 REGULATIONS FOR PLANTING TREES AND LANDSCAPING IN THE CITY'S RIGHT-OF-WAY, AND LAND MANAGEMENT CODE SECTIONS 15-2.21-3 SENSITIVE LAND OVERLAY ZONE, 15-5-1 ARCHITECTURAL REVIEW POLICY AND PURPOSE, 15-5-5 ARCHITECTURAL DESIGN GUIDELINES, 15-6-6 MASTER PLANNED DEVELOPMENT REQUIRED FINDINGS AND CONCLUSIONS OF LAW, 15-8-2 ANNEXATION GENERAL REQUIREMENTS, 15-15-1 DEFINITIONS, AND 15-15-2 LIST OF DEFINED TERMS

WHEREAS, the City Council adopted the Municipal Code and Land Management Code to promote the health, safety, and welfare of the residents, visitors, and property owners of Park City; and

WHEREAS, Park City is considered to be within a Wildland-Urban Interface area; and

WHEREAS, the City is proposing Municipal and Land Management Code amendments to reduce wildfire risk within the City; and

WHEREAS, Municipal Code Chapter 11-21 is reserved for Wildland-Urban Interface regulations for Park City; and

WHEREAS, Municipal Code Title 14 implements standards of trees and landscaping within Park City; and

WHEREAS, the Land Management Code is codified as Title 15 of the Municipal Code and implements the goals, objectives, and policies of the Park City General Plan to maintain the quality of life and experiences for its residents and visitors and to preserve the community's unique character and values; and

WHEREAS, it is in the best interest of the residents of Park City, Utah, to amend the Municipal Code and Land Management Code to be consistent with the values and goals of the Park City General Plan and the Park City Council; to protect health and safety and maintain the quality of life for its residents and visitors; and to preserve and protect the community's visual and environmental character; and

WHEREAS, the proposed Municipal Code and Land Management Code amendments implement wildfire preparation standards, allow property owners to maintain the landscaping on their property to reflect said standards, and to maintain the aesthetic experience of Park City; and

WHEREAS, these Municipal Code and Land Management Code amendments were reviewed for consistency with the Park City General Plan; and

WHEREAS, the City Council finds that the proposed changes to the Municipal Code and Land Management Code are necessary to update existing Zoning regulations to align with industry Firewise standards;

WHEREAS, the City adopts the 2006 Wildland-Urban Interface Code, as amended in Attachment A; and

WHEREAS, the Planning Commission duly noticed and conducted a public hearing at the regularly scheduled meeting on June 10, 2020 and forwarded a positive recommendation to City Council; and

WHEREAS, the City Council duly noticed and conducted a public hearing at the regularly scheduled meeting on July 9, 2020.

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

SECTION 1. APPROVAL OF AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY- TITLE 11 – Municipal Code Section 11-21-1 The 2006 Utah Wildland-Urban Interface Code. The recitals above are incorporated herein as findings of fact. Section 11-21-1 of the Municipal Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 2. APPROVAL OF AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY- TITLE 11 – Municipal Code Section 11-21-2 Land Subject to Utah Wildland-Urban Interface Code. The recitals above are incorporated herein as findings of fact. Section 11-21-2 of the Municipal Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 3. APPROVAL OF AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY- TITLE 11 – Municipal Code Section 11-21-3 Violations. The recitals above are incorporated herein as findings of fact. Section 11-21-3 of the Municipal Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 4. APPROVAL OF AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY- TITLE 14 – Municipal Code Section 14-1-5 Regulations For Planting Trees And Landscaping In The City's Right-of-Way. The recitals above are incorporated herein as findings of fact. Section 14-1-5 of the Municipal Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 5. APPROVAL OF AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY - TITLE 15 – Land Management Code Chapter 15-2.21-3 Sensitive Lands Overlay Zone – Ordinance Provisions. The recitals above are incorporated herein as findings of fact. Chapter 15-2.21-3 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 6. APPROVAL OF AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY - TITLE 15 – Land Management Code Chapter 15-5-1 Architectural Review Policy and Purpose. The recitals above are incorporated herein as findings of fact. Chapter 15-5-1 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 7. APPROVAL OF AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY - TITLE 15 – Land Management Code Chapter 15-5-5 Architectural Design Guidelines.

The recitals above are incorporated herein as findings of fact. Chapter 15-5-5 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 8. APPROVAL OF AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY - TITLE 15 – Land Management Code Chapter 15-6-6 Master Planned Development Required Findings and Conclusions of Law. The recitals above are incorporated herein as findings of fact. Chapter 15-6-6 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 9. APPROVAL OF AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY - TITLE 15 – Land Management Code Chapter 15-8-2 Annexation General Requirements. The recitals above are incorporated herein as findings of fact. Chapter 15-8-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 10. APPROVAL OF AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY - TITLE 15 – Land Management Code Chapter 15-15-1 Definitions. The recitals above are incorporated herein as findings of fact. Chapter 15-15-1 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 11. APPROVAL OF AMENDMENTS TO THE MUNICIPAL CODE OF PARK CITY - TITLE 15 – Land Management Code Chapter 15-15-2 List of Defined Terms. The recitals above are incorporated herein as findings of fact. Chapter 15-15-2 of the Land Management Code of Park City is hereby amended as redlined in Exhibit A.

SECTION 12. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 9th day of July, 2020

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, Mayor

Attest:

City Recorder

Approved as to form:

City Attorney's Office

Attachment A –

Amending the Municipal Code of Park City Chapter 11-21, *Utah Wildland-Urban Interface Code*; Section 14-1-5, *Regulations For Planting Trees And Landscaping In The City's Right-of-Way*; and Land Management Code Sections 15-2.21-3, *Sensitive Lands Overlay Zone*, 15-5-1, *Architectural Review Policy And Purpose*, 15-5-5(N), *Landscaping*, 15-6-6, *Master Planned Development Required Findings And Conclusions of Law*, 15-8-2, *Annexation General Requirements*, 15-15-1, *Definitions*, and 15-15-2, *List of Defined Terms*

Section 1. Municipal Code of Park City § 11-21-1 is amended to read:

11-21-1 The 2006 Utah Wildland-Urban Interface Code

The 2006 Utah Wildland-Urban Interface Code, as adopted by the State of Utah and published by the International Code Council is hereby adopted along with its Appendix A and Appendix B with the following amendments:

A. Section 101.1.1 is added and shall read as follows:

101.1.1 Applies to remodels over \$50,000, and all New Construction and Additions.

B. Section 101.2.1 is added and shall read as follows:

101.2.1 Purpose. The purpose of this Chapter is to supplement current building and fire codes to assist in providing requirements to reduce the risk of losing a structure in a wildfire due to exposure to firebrands, ground or surface fires, crown fires and other associated hazards.

C. Section 101.4 Exceptions shall be added and should read as follows:

Exceptions.

26 1. Any building, structure, landscape, streetscape or site may be
27 exempted from this Chapter if, a structure is listed on or officially
28 determined eligible for the Register of Historic Places or is located within a
29 Historic District and it is determined by the Planning Director, and
30 approved by the Fire Code Official, that the exemption of said
31 structure/property or resource will not create an additional fire hazard in
32 the immediate vicinity of the structure/property or resource.

33 2. For existing subdivisions with restrictions outside the Limits of
34 Disturbance and existing vegetation areas, the Planning Director and Fire
35 Code Official shall have the authority to define and grant vegetation
36 management with these areas.

37 D. Section 101.4.1 is added and shall read as follows:

38 101.4.1 Applicability. This Chapter shall apply to all new and existing
39 structures within the boundaries of Park City Municipal. Exceptions to this
40 Chapter may be granted by the Fire Code Official on a case by case
41 basis.

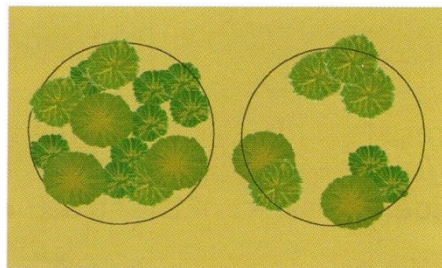
42 E. Section 103.1 shall be modified and shall read as follows:

43 103.1 Practical Difficulties. Where there are practical difficulties involved in
44 carrying out the provision of this Chapter, the Fire Code Official is
45 authorized to grant modifications for individual cases upon application in
46 writing by the owner or an owner's authorized agent. The Fire Code
47 Official shall first find that a unique circumstance makes enforcement of
48 this Chapter technically infeasible, the vegetation or home-hardening

modification is in conformance with the intent and purpose of this Chapter, and the modification does not reduce fire protection requirements to any degree of structural integrity. The details of any action granting modifications shall be recorded by the Park City Municipal Community Development Department.

F. Section 202, the following definitions are added:

CLUMPING OR CLUSTERING. The process of creating islands or grouping of trees or brush within open-space. Clumping or clustering can reduce fire spread and improve vegetation health.



Clumping

DEFENSIBLE SPACE. An area either natural or man-made, where material capable of allowing a fire to spread unchecked has been treated, cleared, or modified to slow the rate and intensity of an advancing wildfire and to create an area for fire suppression operations to occur.

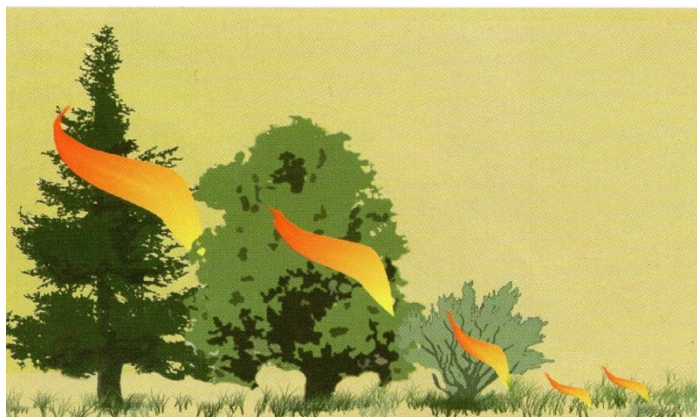
FUEL MODIFICATION. A method of modifying fuel load by reducing the amount of non-fire resistive vegetation or alternating the type of vegetation to reduce the fuel load. To be considered a fuel modification for purposes of this Chapter, continuous maintenance of the clearance is required.

HISTORIC DISTRICT. Park City's Historic Districts are often referred to collectively as "Old Town" or "The Historic District" because they are associated with the earliest development of the City and retain the greatest concentration of Park City's historic resources. The Historic District has been legally established within the Land Management Code. See 15-2.1 through 15-2.6 of the Land Management Code.

HOME HARDENING. Addresses the most vulnerable components of a Dwelling Unit with techniques and materials that increase the resistance to heat, flames and embers that accompany most wildfires.

HOME IGNITION ZONE (HIZ). Includes the structure and the space immediately surrounding the structure. The zone includes the Immediate Zone: zero (0) to five (5) feet around the house; Intermediate Zone five (5) to thirty (30) feet; and the Extended Zone: thirty (30) to one hundred (100) feet.

LADDER FUELS. Alive or dead vegetation that allows a fire to climb up from the landscape floor into the tree canopy. These include tall grasses, shrubs and tree branches.



Ladder fuels

LIMITS OF DISTURBANCE (LOD). A boundary within which construction, material storage, grading, landscaping and related activities shall occur.

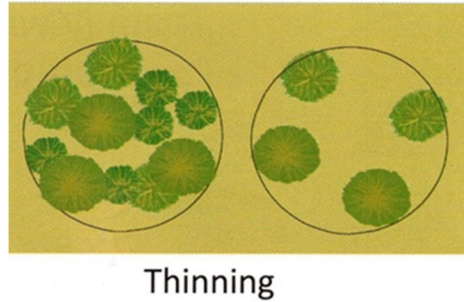
Note: Within Limits of Disturbance that include the Immediate and Intermediate Zones, whichever is greater, Wildland Fuel Mitigation may be implemented. Permits may be required for Landscaping and Grading in accordance with existing Building and Planning Department Codes and Policies. Outside the Limits of Disturbance Wildland Fuel Mitigation may be implemented as "Maintenance". Maintenance of vegetation may be allowed within the Intermediate Zone up to 30 horizontal feet measured perpendicular to the structure. Maintenance is defined as removing limbs from trees and shrubs up to 6 feet in height, but not destruction of the tree or bush. Maintenance includes trimming grass to a height not more than 4 inches. Within the Extended Zone Wildland Fuel Mitigation shall be in accordance to Section 603.5.2.3.

LOT LINES. A line of record bounding a lot that divides one lot from another lot or from public right-of-way or Private Street or any other public space. Any ignition zone will end at an existing lot line.

MAINTENANCE. Removing limbs from trees and shrubs up to 6 feet in height, but not destruction of the tree or bush. Maintenance includes trimming grass to a height not more than 4 inches.

RESERVE OPEN SPACE. Maintenance, as described above, shall be allowed in this area.

THINNING. The process of removing selected trees and leaving others. This separation reduces the probability of fire spreading laterally from one tree to another.



G. Sections 505 and 506 of the 2006 Utah Wildland-Urban Interface Code are deleted;

H. Section 603.4 is added and should read as follows:

603.4 Home Hardening.

603.4.1 Purpose. The purpose of home hardening is to prevent a fire from ember storms during a wildland fire or other fire emergency.

603.4.2 Applicability. Items one (1) through four (4), in section C, are required for all structures. Items five (5) through nine (9), of the same section, are required for new buildings and remodels.

603.4.3 Requirements

1. Roofs shall be kept free of pine needles, leaf litter, and all other debris.

2. Rain Gutters shall be kept clear and clean of all debris.

- 139 3. Areas under decks or roof overhangs shall not be used for
140 storage of any combustible materials.
- 141 4. Areas under decks shall be kept clean of all dead or dry
142 vegetation, and debris.
- 143 5. Vents shall be covered by metal screens with no larger than 1/8
144 inch mesh.
- 145 6. Eaves shall be boxed and / or made from non-combustible
146 materials.
- 147 7. Fence components within the Immediate Ignition Zone must be
148 made of non-combustible materials and / or the structure must be
149 non-combustible at the connection point.
- 150 8. Windows shall be made of double or triple pane or tempered
151 glass.
- 152 9. Roofs shall be covered with a Class A roof covering.
- 153 10. Wood shingle or wood shake roofing materials are prohibited.
- 154 I. Section 603.5, is added and shall read as follows:
- 155 603.5 Home Ignition Zone.
- 156 603.5.1 Purpose. All structures must meet the following wildfire
157 preparation requirements in regards to vegetation:
- 158 603.5.2 Ignition Zones. Areas around the structure shall be
159 classified as Immediate (0-5 feet from the structure), Intermediate
160 (5 to 30 feet from the structure), and Extended (30 to 100* feet from
161 the structure).

603.5.2.1 Immediate Ignition Zone. The Immediate Ignition Zone shall extend from zero (0) to five (5) feet from the structure, any overhang, or deck attached to the structure and shall meet the following requirements:

1. All dead and dying vegetation must be removed from within five (5) feet of the structure.
2. All vegetation must be on the approved list (Refer to Municipal Code Section 14-1-5).
3. All trees must be trimmed so as to be no closer than 10 feet from an active wood burning chimney. Distance from natural gas direct vent shall follow manufacture recommendations.

603.5.2.2 Intermediate Ignition Zone. The Intermediate Ignition Zone shall extend from the edge of the Immediate Ignition Zone to a distance not to exceed 30 feet, which may include an area outside the established LOD and shall meet the following requirements:

1. All vegetation in this zone must be on the approved list. See Municipal Code Section 14-1-5 (Also see 2006 Utah Wildland Urban Interface Code Appendix B).
2. All dead and dying vegetation shall be removed.
3. Grasses must be kept to a maximum of 4 inches in height above the ground.

185 4. Vegetation under trees shall be removed so as to
186 preclude the laddering effect of a ground fire from spreading
187 into the tree crown.

188 5. Trees taller than 10 feet and less than 15 feet must have
189 all branches removed from within four (4) feet of the ground
190 as measured from the highest point of the ground below the
191 canopy of the tree.

192 6. Trees greater than 15 feet must have all branches
193 removed from within six (6) feet of the ground as measured
194 from the highest point of the ground below the canopy of the
195 tree.

196 7. Trees and shrubs must be clustered with the canopies of
197 the clusters being no closer than 18 feet to the next closest
198 cluster

199 8. No single tree cluster shall exceed five (5) trees or cover
200 more than 15% of the Intermediate Ignition Zone, whichever
201 is lesser.

202 Exception: Structures meeting all of the requirements
203 labeled in sub-section C items 1 through 4 and at least 3 of
204 the items labeled 5 through 9 listed in Section 603.4.3 are
205 not required to meet items 5 though 8 above.

206 Notwithstanding any exception, all landscaping in the

Intermediate Ignition Zone must be such that a ground fire is not likely to spread into the tree canopy.

603.5.2.3 Extended Ignition Zone. The Extended Ignition Zone shall extend from the edge of the Intermediate Ignition Zone to a distance not to exceed 100 feet, which may include an area outside of the established LOD, and shall meet the following requirements:

1. All dead and dying vegetation must be removed.
2. Small conifers growing between trees may be removed in the context of clumping, clustering, and thinning, in accordance with Section 603.4.
3. Trees greater than 15 feet tall must have all branches removed from within 6 feet of the ground as measured from the highest point of the ground below the canopy of the tree.
4. Trees and shrubs must be clustered with the canopies of the clusters being no closer than 12 feet to the next closest cluster
5. No single tree cluster shall exceed 5 trees or cover more than 25% of the Intermediate Ignition Zone, whichever is lesser.
6. Exception Structures meeting all of the items listed in Section 603.4 are not required to meet items 3 through 5 above. Notwithstanding any exception, all landscaping in

230 the Extended Ignition Zone must be such that a ground fire
231 is not likely to spread into the tree canopy.

232 603.5.2.4. Slopes. All required distances may be increased up
233 to 100% based on the slope and topography of the property.
234 Determination of required distances shall be made by the Fire
235 Code Official.

236 J. Section 604 is modified and shall read as follows: Maintenance/acceptance of
237 existing plans.

238 604.1 Provisions. Intent is to modify the fuel load in areas adjacent to
239 structures to reduce the threat of wildfires.

240 604.2 Fuel modification. Fuel modification distances shall not be less than
241 30 feet or to the lot line whichever is less. These measurements shall be
242 measured from the horizontal plane from the perimeter or projection of the
243 structure. The allowed distance may be increased by the Fire Code
244 Official because of the site-specific analysis based upon local conditions.

245 604.3 Responsible party. Persons owning, leasing, controlling, operating
246 or maintaining buildings or structures requiring vegetation management
247 are responsible for maintaining, modifying or removing non-fire resistive
248 vegetation on the property.

249 604.4 Maintenance. Non-fire resistive vegetation or growth shall be kept
250 clear of building or structures, May include Clumping, Clustering, pruning,
251 and thinning, in accordance with Section 603.4.

- 252 1. Tree crowns extending to within 10 feet of any structure shall be
253 pruned to maintain a minimum horizontal clearance of 10 feet.
254 Tree crowns within the ignition zone shall be pruned to remove
255 limbs located less than 6 feet about the ground surface adjacent to
256 the trees.
- 257 2. Chimney Clearance Portions of tree crowns that extend to within
258 10 feet of the outlet of a chimney shall be pruned to maintain a
259 minimum horizontal clearance of 10 feet.
- 260 3. Deadwood and litter shall be regularly removed from trees.

261 Section 2. Municipal Code of Park City § 11-21-2 is amended to read:

262 **11-21-2 Land Subject to Utah Wildland-Urban Interface Code**

263 All the lands within the city limits of Park City designated by the Utah Division of
264 Forestry, Fire and State Lands as Wildland-Urban Interface.

265 Section 3. Municipal Code of Park City § 11-21-3 is amended to read:

266 **11-21-3 Violations**

267 Violations of this Chapter shall be enforced pursuant to Land Management Code
268 Chapter 15-14.

269 Section 4. Municipal Code of Park City § 14-1-5 is amended to read:

270 **14-1-5 Regulations For Planting Trees and Landscaping in the City's Right-of-Way**

271 [...]

<u>Coniferous Trees</u>	<u>Deciduous Trees</u>
Austrian Pine	Amur Maple*
Blue Spruce	Autumn Blaze Maple

Bosnian Red Cone Pine	Bigtooth Maple*
Bristlecone Pine	Bolleana Poplar
Douglasfir	Burr Oak*
Engelmann Spruce	Canada Red Chokecherry*
Limber Pine	Columnar Swedish Aspen*
Norway Spruce	Common Hackberry*
Pinyon Pine	Common Pear Tree
Ponderosa Pine	Crabapple*
Rocky Mountain Juniper	Downy Serviceberry*
Scotch Pine	Emerald Queen Norway Maple
Single-needled Pine	Gambel Oak; Scrub Oak
Sub Alpine Fir	Japanese Tree Lilac*
Utah Juniper	Juneberry
Vanderwolf Pine	Kentucky Coffeetree*
Western White Pine	Lacebark Elm
White Fir	Lindon Trees*
	Manchurian Ash
	Marshall Seedless Ash
	May Day Tree*
	Narrowleaf Cottonwood*
	Patmore Green Ash
	Quaking Aspen*
	Rocky Mountain Maple*

	Saskatoon Serviceberry or Juneberry* Sensation Boxelder* Sycamore Maple* Tatarian Maple* Thornless Hawthorn* Turkish Filbert* Western Catalpa*
<u>Shrubs</u>	
Adam's Needle* Alpine Current* Antelope Bitterbrush* Apache Plume Ash Leaf False Spirea* Austrian Copper Rose Beauty Bush* Big Basin Sage Bigelow's Sage Black Chokeberry* Black Sage Blue Mist Spirea* Boulder Thimbleberry* Bridal Wreath Spirea*	Leatherleaf Viburnum* Lewis' Mockorange* Littleleaf Mockorange* Meideland Rose Mentor Barberry, Red Leaf Barberry, Rose Glow Barberry* Mountain Lover* Mountain Mahogany* Mountain Snowberry* New Mexico Locust* Ninebark* Oakbrush Sumac, Skunkbrush Oregon Grape* Peking Cotoneaster* Purple Sand Cherry*

Bumald Spirea*	Pygmy Pea Shrub*
Butterfly Bush	Red Chokeberry*
Chenault Coralberry*	Redleaf Rose
Chokecherry*	Rock Spray Spiraea*
Cliff Jamesia*	Rose Daphne
Cliff Rose*	Rubber Rabbitbrush
Clove Currant*	Rugosa Rose
Common Lilac (many cultivars) *	Sand Sage
Common Snowberry*	Saskatoon Serviceberry*
Compact Oregon Grape*	Sea Buckthorn*
Cranberry Cotoneaster*	Shrubby Cinquefoil*
Crimson Pygmy Barberry*	Siberian Pea Shrub*
Curl-leaf Mountain Mahogany*	Silver Buffaloberry*
Dense Yew*	Silver Sage*
Diabolo Ninebark*	Smoke Tree
Dwarf Korean Lilac*	Smooth Sumac
Dwarf Mountain Mahogany*	Spreading Cotoneaster*
Dwarf Mugo Pine	Squaw Currant
Dwarf Smooth Sumac	Staghorn Sumac
Dwarf Winged Euonymous*	Tallhedge Buckthorn*
Elderberry*	Thinleaf Alder*
Fernbush	Utah Serviceberry*
Flowering Almond*	Wayfaring Tree*

Forsythia*	Western Sand Cherry*
Fringed Sage	Winged Euonymous*
Golden Currant	Winterfat
Greenleaf Manzanita*	Wolfberry
Harison's Yellow Rose	Woods Rose*
Harriman's Yucca*	
Honeysuckle Species*	
Indian Currant Coralberry*	
<u>Perennials</u>	
Barrenwort	Orange Coneflower*
Bearded Iris; German Iris*	Oriental Poppy
Bergenia, Saxifrage*	Ozark Coneflower*
Black Eyed Susan*	Pale Evening Primrose*
Blanket Flower*	Palmer Penstemon*
Bloody Cranesbill*	Partridge Feather
Blue Flax; Lewis' Flax*	Pasque Flower*
Blue Mint Bush	Pearly Everlasting
Bluebells-of-Scotland	Persian Rockcress
Bronze Evening Primrose*	Pine-leaf Penstemon*
Butterfly Milkweed*	Pine-leafed Garden Pink
Candytuft*	Plume-flowered Salvia*
Catmint	Poppy Mallow; Prairie Winecup*
Chocolate flower*	Prairie Coneflower, Mexican Hat*

Common Thrift	Prairie Purple Coneflower*
Coral Bells*	Prairie Skullcap
Creeping Germander	Pussytoes
Creeping Phlox*	Pussytoes; Pink Pussytoes; Rosy
Dalmatian Bellflower	Red Hot Poker*
Daylily*	Rock Soapwort
Desert Four O'Clock	Rockrose
Desert Penstemon*	Rocky Mountain Columbine*
Dotted Gayfeather	Rocky Mountain Penstemon*
Eaton's Beardtongue	Rose Campion
Endress Cranesbill*	Russian Sage
English Lavender (many cultivars available including Munstead, Hidcote, Nana, and Jean Davis)	Sand Penstemon*
False Indigo	Scarlet Bugler
Fernleaf Yarrow	Serbian Yarrow
French Lavender	Showy Goldeneye
Garden Pinks	Showy Milkweed
Garden Salvia	Showy Stonecrop*
Gaura, Whirling Butterflies	Shrubby Sandwort
Gayfeather	Siberian Iris*
Germander Sage	Siskiyou Pink Mexican Primrose*
Globemallow*	Sticky Geranium*

Golden Columbine*	Sulfur Flower
Greek Yarrow	Sweet Iris*
Green Santolina*	Texas Mist Flower
Hens And Chicks*	Threadleaf Coreopsis
Hollyhocks	Tufted Beardtongue
Hummingbird Flower	Tufted Evening Primrose
Hummingbird Trumpet	Utah Lady finger; Utah Milkvetch
Keys Of Heaven, Jupiter's Beard, Red*	Valerian*
Kitchen Sage	Wall Germander
Lady's Mantle*	Wasatch Beardtongue
Lavender Cotton	Western Columbine*
Leadplant*	Western Coneflower*
Leather Leaf Powder Puff	Whipple's Penstemon*
Licorice Hyssop*	Wild Hyssop
Lilyleaf Ladybells	Wormwood
Mat Penstemon*	Yarrow
Missouri Evening Primrose*	Yellow Corydalis
Mount Atlas Daisy*	Yellow Stork's bill
Mountain Gold Alyssum	
<u>Annuals</u>	
Ageratum; Flossflower	Garden Zinnia Geranium
Annual Chrysanthemums; Marguerites	Globe Amaranth

Annual Coreopsis*	Gloriosa Daisy*
Bachelor's Buttons*	Icelandic Poppy*
Bells-of-Ireland	Klondike Cosmos
Blue Marguerite	Larkspur; Annual Delphinium*
Calendula; Pot Marigold	Lobelia*
California Poppy*	Love-in-a-mist
Canterbury Bells	Love-lies-bleeding
Carnation; China Pinks	Marigolds*
China Aster	Nasturtium*
Cleome; Spiderflower	Painted Tongue; Velvet flower
Coleus*	Pansy; Viola*
Cosmos*	Salvia; Flowering Sage*
Creeping Zinnia*	Snapdragon*
Dusty Miller*	Statice
Flanders Poppy*	Strawflower
Flowering Kale and Cabbage*	Sunflower
Flowering Tobacco	Sweet Alyssum*
Forget-me-not*	Sweet Pea*
Garden Petunia*	Sweet William*
Garden Verbena*	
<u>Turfgrasses and Ornamental Grasses</u>	
Alkali Sacaton	Maidenhair Grass
Arizona Fescue	Mountain Muhly

Blue Avena Grass; Blue Oat Grass	Muhly Grass
Blue Fescue	Muttongrass
Blue Grama*	Needlegrass
Deergrass	Overdam Reedgrass
Feather Reed Grass	Pine Dropseed; Hairy Dropseed
Foerster Reedgrass	Prairie Junegrass
Fountain Grass	Sideoats Grama*
Galleta Grass; Curly Grass;	Spike Dropseed
James' Grass	Spike Muhly
Great Basin Rye*	Switch Grass
Indian Rice Grass*	Tall Wheatgrass
Indiangrass	
Little Bluestem*	
<u>Groundcovers</u>	
Ajuga, Bugleweed	Lily-Of-The-Valley*
Autumn Amber Sumac	Mount Atlas Daisy
Blue Woolly Speedwell	Mountain Gold Alyssum*
Chenault Coralberry	Purple-leaf Winter Creeper
Clematis*	Pussy Toes; Pink Pussy Toes
Common Juniper	Rockspray Cotoneaster*
Creeping Juniper	Snow In Summer*
Creeping Oregon Grape*	Stonecrop*
Creeping Thyme	Sweet Woodruff*

Dead Nettle	Thyme-leaf Speedwell
Gray Creeping Germander	Trumpet Vine
Gro-low Sumac	Turkish Speedwell
Halls Honeysuckle	Virginia Creeper, Boston Ivy
Japanese Honeysuckle*	Wild Strawberry
Kinnikinnick	Woolly Thyme
Lamb's Ear	

*Classified as Firewise plants. All plant locations, quantities, and maintenance must abide with Chapter 11-21, Utah Wildland-Urban Interface Code.

Section 5. Land Management Code § 15-2.21-3 is amended to read:

15-2.21-3 Sensitive Lands Overlay Zone - Ordinance Provisions

A. **SENSITIVE LANDS ANALYSIS**. Any Applicant for Development must produce a Sensitive Lands Analysis performed by a Qualified Professional(s) that identifies and delineates all the following features and conditions:

1. **SLOPE/TOPOGRAPHIC MAP**. A Slope and topographic map based on a certified boundary survey depicting contours at an interval of five feet (5') or less. The map must highlight Areas of high geologic hazard, Areas subject to land sliding, and all significant Steep Slopes in the following categories:

- a. Greater than fifteen percent (15%), but less than or equal to thirty percent (30%);
- b. Greater than thirty percent (30%) but less than or equal to forty percent (40%); and

- 288 c. Very Steep Slopes, greater than forty percent (40%).
- 289 2. **RIDGE LINE AREAS.** A map depicting all Crests of Hills and Ridge Line
- 290 Areas.
- 291 3. **VEGETATIVE COVER.** A detailed map of vegetative cover, depicting the
- 292 following:
- 293 a. Deciduous trees;
- 294 b. Coniferous trees;
- 295 c. Gamble oak or high shrub; and
- 296 d. Sage, grassland, and agricultural crops.
- 297 The Planning Department may require a more detailed tree/ vegetation
- 298 survey if the Site has unusual or Significant Vegetation, stands of trees, or
- 299 woodlands.
- 300 4. **DESIGNATED ENTRY CORRIDORS AND VANTAGE POINTS.**
- 301 Designated entry corridors and Vantage Points present within or adjacent
- 302 to the Site, including Utah Highway 248 east of Wyatt Earp Way and Utah
- 303 Highway 224 north of Holiday Ranch Loop Road and Payday Drive as
- 304 identified by Staff.
- 305 Typical Vantage Points are:
- 306 a. Osguthorpe/McPolin Barn
- 307 b. Treasure Mountain Middle School
- 308 c. Intersection of Main Street and Heber Avenue
- 309 d. Park City Ski Area Base
- 310 e. Snow Park Lodge

- f. Park City Golf Course Clubhouse
 - g. Park Meadows Golf Course Clubhouse
 - h. Utah Highway 248 at the turn-out one quarter mile west from U.S. Highway 40
 - i. Highway 224, 2 miles south of the intersection with Kilby Road
5. **WETLANDS.** A map delineating all Wetlands established by using the 1987 *Federal Manual for Identifying and Delineating Jurisdictional Wetlands*, as amended. (See Section 15-2.21-6).
6. **STREAM CORRIDORS, CANALS, AND IRRIGATION DITCHES.** A map delineating all stream corridors, canals, and irrigation ditches, defined by the Ordinary High-Water Mark.
7. **WILDLIFE HABITAT AREAS.** A map depicting all wildlife habitat Areas, as defined by a Wildlife Habitat Report shall be provided by the applicant. The Wildlife Habitat Report shall be prepared by a professional, qualified in the Areas of ecology, wildlife biology, or other relevant disciplines and describe the following:
- a. The ecological and wildlife Use characterization of the Property explaining the species of wildlife using the Areas, the times or seasons the Area is used by those species, and the value, e.g. meaning feeding, watering, cover, nesting, roosting, or perching, that the Area provides for such wildlife species;
 - b. The existence of critical wildlife movement corridors;

- c. The existence of special habitat features, including Key nesting Sites, feeding Areas, calving or production Areas, Use Areas for migrant song birds and grassland birds, fox and coyote dens, deer and elk winter concentration Areas as identified by the Utah Division of Wildlife, and Areas of high terrestrial or aquatic insect diversity.
- d. Areas inhabited by or frequently utilized by any species identified by state or Federal agencies as Threatened or Endangered.
- e. The general ecological functions provided by the Site and its features;
- f. Potential impacts on these existing wildlife species that would result from the proposed movement.

B. **ADDITIONAL INFORMATION AND STUDY REQUIREMENTS**. The Planning Department may require the Applicant to submit the following information, as applicable:

1. **VISUAL ASSESSMENT**. A visual assessment of the Property from Vantage Points designated by the Planning Department, depicting conditions before and after the proposed Development, including the proposed location, size, design, landscaping, and other visual features of the project.
2. **SOIL INVESTIGATION REPORT**. A soil investigation report, including but not limited to shrink-swell potential water table elevation, general soil classification and suitability for Development, erosion potential, hazardous

material analysis, and potential frost action. The soils report shall indicate whether the property is 1) within the Prospector Soils Ordinance area and 2) within a Point Source water protection zone.

3. **GEOTECHNICAL REPORT.** A geotechnical report which must include the location of major geographic and geologic features, the depth of bedrock, structural features, folds, fractures, etc., and potential land slide and other high-hazard Areas such as mine shafts and avalanche paths.

4. **ADDITIONAL SLOPE INFORMATION.** If the size of the proposed Development and visual sensitivity of the Site dictate, the Planning Department may require the Applicant to submit a Slope/topographic map depicting contours at an interval of two feet (2').

5. **FIRE PROTECTION REPORT.** A fire protection report that identifies potential Wildland Urban Interface areas. Analysis must include fire hazards, mitigation measures, access for fire protection equipment, existing and proposed fire flow capability and compliance with the International Wildland Urban Interface Code, ~~and~~ the Summit County Wildfire Plan, and the Municipal Code Chapter 11-21, Utah Wildland-Urban Interface Code.

6. **HYDROLOGICAL REPORT.** A hydrological report, including information on groundwater levels, drainage channels and systems, and base elevations in flood plains.

C. **SENSITIVE LANDS DETERMINATION.** The Planning Department shall review the information presented in the Sensitive Lands Analysis, as described in

Section 15-2.21-3(A) and Section 15-2.21-3(B), and provide a recommendation to the Planning Commission ~~[determinating]~~ determining and delineating all Sensitive Lands on the parcel, including Steep Slope Areas, Ridge Lines Areas, Entry Corridors, Wetlands, Stream Corridors, Irrigation Ditches, Wildland and Wildfire Interface Areas, and Critical Wildlife Movement Corridors and Habitat Areas.

1. **DENSITY TRANSFER.** Whenever land within the Sensitive Area Overlay Zone is subject to more than one (1) Density Transfer provision, the more restrictive provision shall apply.

Section 6. Land Management Code § 15-5-1 is amended to read:

Land Management Code Section 15-5-1 Policy and Purpose

[...]

It is recognized that the topography, atmospheric conditions and resort nature of Park City are unique and valuable to the community. The enjoyment of a starry night is an experience the community desires to preserve. The City of Park City, through the provisions herein contained, promotes the reduction of light pollution that interferes with enjoyment of the night sky.

It is also the intent of this section to encourage and implement water conservation practices for landscaping, as it is in the public's interest to conserve water resources and promote Water Wise Landscaping. Park City is in a mountainous, semi-desert environment where much of the precipitation occurs as snow during the winter months and the highest demand for water occurs during the summer months. The largest single water demand is for irrigation of landscaping. The use of Water Wise Landscaping will

protect the health, safety, and welfare of the community from impacts of water shortages likely to occur during cycles of drought. Water Wise Landscaping is a concept of landscaping with plants that use little or no supplemental irrigation and are typically native to the region. The concept also requires water conserving irrigation practices, such as drip irrigation, Hydrozoning, and effective mulching with plant based mulches. Where applicable in Wildland-Urban Interface areas as demonstrated by the latest Utah State Department of Natural Resources Wildfire Risk Assessment Portal Map, Firewise Landscaping techniques shall be in accordance with Municipal Code Chapter 11-21.

Section 7. Land Management Code § 15-5-5(N) is amended to read:

Land Management Code Section 15-5-5(N) Landscaping

[...]

To the extent possible, existing Significant Vegetation shall be maintained on Site and protected during construction. When approved to be removed, based on a Site Specific plan, Conditional Use, Master Planned Development, or Historic District Design Review approval, the Significant Vegetation shall be replaced with equivalent landscaping in type and size. The Forestry Manager or Planning Director may grant exceptions to this if upon their review it is found that equivalent replacement is impossible or would be detrimental to the site's existing and/or proposed vegetation. Multiple trees equivalent in caliper to the size of the removed Significant Vegetation may be considered instead of replacement in kind and size. Where landscaping does occur, it should consist primarily of native and drought tolerant species, drip irrigation, and all plantings shall be adequately mulched. Significant Vegetation preservation and/or replacement shall be

prioritized, but where applicable, Firewise Landscaping and/or Defensible Space
landscaping plans for Property within the Wildland-Urban Interface area that include
Significant Vegetation removal shall be in accordance with Municipal Code Chapter 11-
21.

Section 8. Land Management Code § 15-6-6 is amended to read:

15-6-6 Required Findings And Conclusions Of Law

The Planning Commission must make the following findings in order to approve a Master Planned Development. In some cases, conditions of approval will be attached to the approval to ensure compliance with these findings.

A. The MPD, as conditioned, complies with all the requirements of the Land Management Code;

B. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 herein;

C. The MPD, as conditioned, provides the highest value of Open Space, as determined by the Planning Commission;

D. The MPD, as conditioned, strengthens and enhances the resort character of Park City;

E. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible;

F. The MPD, as conditioned, is Compatible in Use, scale, and mass with adjacent Properties, and promotes neighborhood Compatibility, and Historic Compatibility, where appropriate, and protects residential neighborhoods and Uses;

- 447 G. The MPD, as conditioned, provides amenities to the community so that there is
448 no net loss of community amenities;
- 449 H. The MPD, as conditioned, is consistent with the employee Affordable Housing
450 requirements as adopted by the City Council at the time the Application was filed.
- 451 I. The MPD, as conditioned, meets the Sensitive Lands requirements of the Land
452 Management Code, including compliance with Municipal Code Chapter 11-21,
453 Utah Wildland-Urban Interface Code for MPDs with land in the Wildland-Urban
454 Interface area. The project has been designed to place Development on the most
455 developable land and least visually obtrusive portions of the Site;
- 456 J. The MPD, as conditioned, promotes the Use of non-vehicular forms of
457 transportation through design and by providing trail connections; and
- 458 K. The MPD has been noticed and public hearing held in accordance with this
459 Code.
- 460 L. The MPD, as conditioned, incorporates best planning practices for sustainable
461 development, including water conservation measures and energy efficient design
462 and construction, per the Residential and Commercial Energy and Green
463 Building program and codes adopted by the Park City Building Department in
464 effect at the time of the Application.
- 465 M. The MPD, as conditioned, addresses and mitigates Physical Mine Hazards
466 according to accepted City regulations and policies.
- 467 N. The MPD, as conditioned, addresses and mitigates Historic Mine Waste and
468 complies with the requirements of the Park City Soils Boundary Ordinance.

O. The MPD, as conditioned, addresses Historic Structures and Sites on the Property, according to accepted City regulations and policies, and any applicable Historic Preservation Plan.

Section 9. Land Management Code § 15-8-2 is amended to read:

15-8-2 General Requirements

The following specific requirements are hereby established for annexation to Park City:

- A. Property under consideration of annexation must be considered a logical extension of the City boundaries.
- B. Annexation of Property to the City must be consistent with the intent and purpose of this Chapter and the Park City General Plan.
- C. Every annexation shall include the greatest amount of Property possible that is a contiguous Area and that is contiguous to the City's municipal boundaries.
- D. Piecemeal annexation of individual small Properties shall be discouraged if larger contiguous Parcels are available for annexation within a reasonable timeframe in order to avoid repetitious annexations.
- E. Islands of county jurisdiction shall not be left or created as a result of the annexation and peninsulas and irregular boundaries shall be avoided.
- F. In addition to services provided by existing districts, such as sewer, fire protection, and public schools, the following urban level services, consistent with those normally provided in the rest of the incorporated boundaries will be provided to annexed Areas:
 - 1. Police protection;

2. Snow removal on Public Streets, subject to standard City snow removal policies;
 3. Street maintenance on existing Streets, provided that such Streets have been constructed or reconstructed to City Street standards or are acceptable to the City Engineer and City Council;
 4. Planning, zoning, and Code enforcement;
 5. Availability of municipal-sponsored parks and recreational activities and cultural events and facilities;
 6. Water services as the Area is developed. Existing water treatment and storage facilities may currently be inadequate to provide services to the annexed Area. Developers of the annexed Area are required to pay for the cost of improvements related to the extension of and connection with the City lines and systems as well as participate in additional improvements such as storage capacity and distribution as necessary for safe, reliable, and efficient water flows.
- G. If feasible and practical, water and sewer lines shall be extended to the Area proposed for annexation. Expenses associated with such extension shall be the responsibility of the Applicant(s). The City shall determine timing and capacity of extending water and sewer to the proposed annexation Area.
- H. Before considering requests for annexation, the City shall carefully analyze the impacts of annexation of an Area, taking into consideration whether the Area will create negative impacts on the City and considering whether the City can economically provide services to the annexed Area. Community issues such as

location and adequacy of schools and community facilities, traffic, fire protection, particularly in Wildfire/Wildland Interface Zones as outlined in Municipal Code Chapter 11-21, usable open space and recreation Areas, protection of Sensitive Lands, conservation of natural resources, protection of view corridors, protection and preservation of Historic resources, Affordable Housing, balance of housing types and ownership, adequate water and sewer capacity to serve the future needs of the proposed annexation Area shall also be considered.

- I. Situations may exist where it is in the public interest to preserve certain lands from Development where there exist Geologic Hazards, excessive Slopes, flood plains or where the need for preservation of community open space and/or agricultural lands is consistent with the General Plan. In such circumstances, annexations may occur as a means of retaining those lands in a natural state.
- J. The City shall consider annexation of unincorporated Areas of Summit County and Wasatch County that are within the annexation expansion Area as defined by Exhibit A.
- K. In general, the City does not favor annexation of territory, that should be located within another municipality, nor does it favor the annexation of unincorporated territory solely for the purpose of acquiring municipal revenues, or for diminishing the capacity of another municipality to annex.
- L. Annexations that expand the resort and/or tourist economy, provide second home or rental residential Properties, preserve environmentally Sensitive Lands, and provide significant public open space and/or community facilities are preferred.

537 Section 10. Land Management Code § 15-15-1 is amended to read:

538 **15-15-1 Definitions**

539 DEFENSIBLE SPACE. An area either natural or man-made, where material capable of
540 allowing a fire to spread unchecked has been treated, cleared, or modified to slow the
541 rate and intensity of an advancing wildfire and to create an area for fire suppression
542 operations to occur. See Municipal Code Chapter 11-21, Utah Wildland-Urban Interface
543 Code for further City requirements.

544 [...]

545 FIREWISE LANDSCAPES/LANDSCAPING. Landscaping and related materials
546 designed to align with requirements of Municipal Code Chapter 11-21, Utah Wildland-
547 Urban Interface Code.

548 Section 11. Land Management Code § 15-15-2 is amended to read:

549 **15-15-2 List of Defined Terms**

550 **-D-**

551 Deck

552 Deli or Delicatessen

553 Defensible Space

554 Demolish or Demolition

555 Density

556 Design Guideline

557 Detached

558 Developable Land

559 Developer

560 Development

561 Development Agreement

562 Development Approval Application

563 Development Credit

564 Development Credit Certificate

565 Development Right

566 Disabled Care

567 Dissimilar Location

568 Dwelling, Duplex

569 Dwelling, Triplex

570 Dwelling, Multi-Unit

571 Dwelling, Single Family

572 Dwelling Unit

573 [. . .]

574 **-F-**

575 Facade, Building

576 Façade, Front

577 Facade Easement

578 Facade Shift

579 Fence

580 Filtered Light Fixture

581 Final Action

582 Final Plat

583 [Firewise Landscapes/Landscaping](#)

584 First Story

585 Flood Plain Area

586 Floor Area, Gross Commercial

587 Floor Area, Gross Residential

588 Floor Area, Net Leasable

589 Floor Area Ratio (FAR)

590 Food Truck

591 Food Truck Location

592 Foot Candle

593 Foot Candle, Average (afc)

594 Foot Candle, Horizontal (hfc)

595 Foot Candle, Vertical (vfc)

596 Frontage

597 Fully Shielded

598

599 [...]

Exhibit B - Proposed Amendments Information and Implementation by Topic

Municipal Code and LMC Section	Topic (as shown in topic list Below this table)
§ 11-21-1 The 2006 Utah Wildland-Urban Interface Code	Administration, Enforcement, Definitions, Home Hardening, Vegetation Management, Maintenance/Acceptance of Existing Plans, Inspections,
§ 11-21-2 Land Subject to Utah Wildland-Urban Interface Code	Administration
§ 11-21-3 Violations	Administration and Enforcement
§ 14-1-5 Regulations For Planting Trees and Landscaping in the City's Right-of-Way	Plant List
§ 15-2.21-3 Sensitive Lands Overlay Zone – Ordinance Provisions	Applicability to Sensitive Lands Overlay Zone
§ 15-5-1 Policy and Purpose	Landscaping Plans
§ 15-5-5(N) Landscaping	Landscaping Plans
§ 15-6-6 Required Findings and Conclusions of Law	Applicability to Master Planned Developments
§ 15-8-2 General Requirements	Applicability to Annexations
§ 15-15-1 Definitions	Definitions
§ 15-15-2 List of Defined Terms	Definitions

Proposed Municipal and Land Management Code Amendments information by topic:

Administration – Provide clarity between the Building Code and Fire Code, when WUI Code applies to Properties, when modifications and/or exceptions may be granted and by which City officials.

Enforcement – Proposed Municipal Code Sections § 11-21-1(C) and (E) provides authority to the Fire Code Official to determine circumstances that require modification or exemptions to the WUI Code. The WUI Code will be emphasized for any new Development Activity on properties within the Sensitive Lands Overlay, Annexation properties, and Master Planned Developments. Staff will emphasize education for property owners and community members (HOAs, individual property owners, etc.) that have existing, developed properties, as opposed to regulating these properties retroactively according to the new WUI Code. Code Enforcement will be complaint-based, at this time. It is possible that in the future a staff member or members dedicated to WUI Inspections will be proposed. Select examples of code enforcement and applicability to specific project are listed below.

- An existing Subdivision with a built Single Family Dwelling that has Plat restrictions limiting any development activity outside of a platted Limits of Disturbance boundary. In this instance, the Fire Marshal (or Fire Code

Official) and Planning Director can grant the allowance for the homeowner to implement vegetation health management methods that are in accordance with the WUI standards outlined in Exhibit A. The property owner may work with the Fire Marshal and Planning Director to determine what is appropriate for said Site, based on location, Lot size, visual impact to the neighborhood, and similar criteria within the proposed WUI Code amendments.

- A Site located within one of the Historic Districts. Generally, Historic District Sites will be exempt from WUI requirements, as these Districts are not considered a WUI Area, but an urban Area.
- A new Subdivision applies to go through the Planning Process for a Subdivision Plat and/or those Sites apply for Building Permits (i.e. Development Activity). Depending on location, per the Fire Marshal's (or Fire Code Official) review and the UWRAP map stated in this report, the Subdivision (overall and per Site) will need to abide by WUI standards for any new Development Activity.

Definitions – Provide clarity and consistency between the Municipal and Land Management Codes, and industry standards. Staff is considering an update to the LMC WILDFIRE/WILDLAND INTERFACE ZONE definition, as it only pertains to Sensitive Areas Overlay Zone, but as that Zone is essentially the same as what is depicted on the WUI overlay Zone map, staff has found that definition change isn't a necessity at this time.

Home Hardening – Provide specific practices to reduce the threat of structure ignition during a fire brand or ember storm.

Vegetation Management – Include identification of ignition zones, and prescribed vegetation and fuel modification techniques to reduce the threat of wild fire.

Maintenance/Acceptance of Existing Plans – Depict who is responsible for maintaining a property's vegetation and Structures, and what aspects of the Structure need to be maintained.

Inspections – Staff is proposing to maintain the existing 2006 Utah WUI Code standard of conducting an inspection for all work for which a permit is required. In conjunction with our educational outreach efforts; an ongoing inspection program will be developed by stakeholders and staff which may include self-assessment conducted by HOA, property management companies, or homeowners.

Plant List – Update to the plant list that exists in Municipal Code Section 14-1-5 to be a reference for staff and community members as plant materials that may be used in a Firewise landscape plan. Utah State University has assisted staff in determining which plants are Firewise.

Landscaping Plans – The Land Management Code will now include reference to Firewise Landscapes/Landscaping, in reference to the standards in Municipal Code Chapter 11-21 standards. It will now also emphasize that although maintaining Significant Vegetation is still a priority, as opposed to clear cutting a Lot of its Vegetation, the Planning Director and Fire Code Official may now make determinations in scenarios where maintaining Significant Vegetation and/or replacing Significant Vegetation isn't feasible due to potential wildfire hazards.

Applicability to Sensitive Land Overlay Zone, Master Planned Developments, Annexations – Put in place regulations for each of these types of developments, regarding WUI standards of Municipal Code Title 11-21 and connecting said standards to the Land Management Code.

EXHIBIT C

Table 1: Past WUI Timeline

<u>Meeting Date</u>	<u>Summary</u>	<u>Links</u>
June 30, 2016	City adopts Ordinance 2016-31 regarding WUI.	Staff Report (beginning on page 356) and Minutes (beginning on page 11)
September 22, 2016	City repeals Ordinance 2016-31 through Ordinance 2016-46 .	Staff Report (beginning on page 48) and Minutes (beginning on page 14)
Fall 2016 – Spring 2019	City Staff, particularly the Trails and Open Space Staff, continued to work the Defensible Space Program – which began in 2014, after a study session with City Council. This program focuses on vegetation management on City Open Space within 100 feet of private homes. This program emphasizes that the homeowners are responsible for their private Property and the City will provide the maintenance up to 100 feet from the structure on City owned Open Space. An annual budget of \$20,000 is allocated for this fuel mitigation program. Prioritization for this fuel mitigation program is based upon the Utah Department of Natural Resources Wildfire Risk Analysis Portal (UWRAP) threat assessment. To date, work has been focused Aerie / Masonic Hill, Hidden Meadows / Solamere, along with some work around the Park Meadows area.	
March 2019	Park City Fire District (PCFD) and Park City Municipal staff begin to work together on public outreach and Code Amendments regarding Wildland Urban Interface. The goal of this collaboration is to align Park City's Codes with Summit County's where feasible. Also at this time, the Leadership Park City Class 25 commences work on outreach materials regarding WUI.	
April – October 2019	City and PCFD staff work with City and County Homeowners Associations (HOAs) to discuss WUI and their neighborhoods. PCFD hosted three HOA meetings (April 4, May 23, October 23) to educate the public on potential efforts to amend City and County Codes and receive their feedback, which City staff attended. These meetings were also intended to begin and continue the conversation of potential aspects of City and County responsibility versus property owner responsibility. City staff has continued to meet with HOAs since this time to discuss best Firewise industry practices.	
May 7, 2019	City staff attend a multi-day training through the National Fire Protection Agency (NFPA) to better understand structure ignition potential from wildfire.	
May 15, 2019	City Staff hold a public panel discussion regarding wildfires within WUI areas.	
September 12, 2019	City Staff bring forward a Staff Communication to the City Council with a projected WUI timeline and proposed Municipal Code and Land Management Code included.	Staff Communication Report, September 12, 2019

	There were no questions from Council or any public comment regarding the Staff Communication.	Meeting Packet (beginning on page 76) , Minutes (beginning on page 6)
December 2019 – May 2020	Park City Municipal staff and representatives meet to discuss outreach strategies and overall WUI Code amendment plausibility regarding enforcement and implementation of a Firewise program, internally and with PCFD and Utah Division of Forestry, Fire, and State Lands.	
June 3, 2020	City representatives meet with Homeowners Associations, community members, and industry professionals of Park City to discuss the proposed Amendments.	

Table 2: Projected Firewise Program Timeline

<u>Meeting Date</u>	<u>Summary</u>	<u>Links</u>
July 2020 – March 2022	Staff will continue efforts to meet with Park City HOAs to educate them on Municipal and LMC Amendments, while simultaneously working with Summit County on any updates to both entities' Codes in order to maintain consistency. Staff will also coordinate education efforts with Summit County and the Utah Division of Forestry, Fire, and State Lands, and utilize available resources from this entity.	
July 2020	Complete Municipal and Land Management Code Amendments.	
Summer 2020	Update Park City webpage to list City, State, and National resources for community members to educate themselves on how to design and maintain a Firewise property; creation of a document (or multiple documents) that is specific to Park City on how to become Firewise and harden homes; and hosting educational events. Staff would like to highlight the work that Leadership Park City Class 25 conducted for their community outreach efforts on the City website, as well.	
July 2020 – March 2022	Staff will work with community members, on a group or individual basis, to educate community members about Firewise topics. See updated Firewise program laid out below in Proposed Firewise Program section.	

EXHIBIT D

Proposed Firewise Program

Outreach –

- Website update to include resource and information (City, State, and Federal);
- Social media outreach, including topics and tips for HOA's and property owners, to become Firewise;
- Informational mailers and hand-outs available at applicable City Departments. Staff is intending to utilize existing budgets for contracting design work of a new one-pager or post card with Firewise tips and techniques.
- In-person, on-site community education and educational events. This may be year-round and emphasized during the Firewise Awareness Month in May. Fire Awareness Month was passed as a Resolution for Summit County, which Park City Municipal would like to replicate beginning in May 2021.
- Informative wrap on Fire Marshal's truck. This can be updated seasonally with information regarding the City's upcoming events or tips for Firewise practices.
- Work with Park City K-12 schools to educate Park City's youth to be active participants in working toward Firewise homes.
- Follow up after working with select areas, neighborhoods, or select Properties and promote any precedence of success through social media, printed publications, and/or Park City website.

Education –

- Provide educational opportunities for community members, such as how-to workshops and on-site, personal evaluations to inform property owners best practices for Firewise properties. Staff is proposing that these may be in conjunction with PCFD and Utah Division of Forestry, Fire, and State Lands. This will also be an opportunity to train Property owners and HOA representatives on self-evaluations and how to conduct them.
- Park City Municipal Corporation public projects will act as an example, when in applicable WUI areas and applicable projects.
- Emphasize to the community that the City is a resource, but property owners are going to play a large part on maintaining and updating properties to comply with WUI Code standards. Park City, PCFD, and Utah Division of Forestry, Fire, and State Lands will be informing community members about Community Wildfire Protection Plans (CWPP) and emphasizing the need for not only property owners to create these, but also create a larger CWPP for their neighborhoods and Subdivisions.
- Work with HOAs, ski resorts, building and design professionals (i.e. developers, contractors, architects, landscape architects, Utah Builders Association, etc.) to receive feedback on the proposed amendments after they have been implemented. Ideally, this would be done up to March of 2022, starting after amendment adoption, in order to not only gather input on the permitting process for WUI standards, but also feedback on property maintenance.
- Work with the Park City Public Utilities Department to educate members of the public to utilize less outdoor water (for example, to water landscaping) in times of water shortage.
- PCFD and Park City are researching a possible "train the trainer" workshop, based on NFPA workshop shown in Past WUI Timeline, on Structural Ignition. Another possible workshop would be regarding tree health, hosted by a certified arborist. PCFD currently has a YouTube Channel, linked [here](#), with educational resources regarding WUI.
- Staff has been discussing a resolution to designate the month of May "Fire Awareness month." This was brought to staff by PCFD, and staff would like to align with them on this effort, in order to partner on outreach and ensure that both City and Summit County community members are given the opportunity to participate. This is not only an appropriate month to focus on fire awareness as it is before the dry summer seasons, but it also aligns with National Historic Preservation Month. Staff finds this designation equally appropriate as Firewise practices will assist in preserving Structures, both Historic and non-historic throughout Park City.
- PCFD is offering Wildland Structure Inspections through their website, linked [here](#).

Incentives –

Staff intends to promote Firewise USA resources for HOAs and property owners. NFPA lists resources for Firewise USA communities on [nfpa.org](https://www.nfpa.org)¹. Staff will encourage community members and/or Subdivisions to become Firewise USA Sites. See requirements of achieving Firewise status through the National Fire Protection Association's [website](#). Staff will also research State and Federal grant opportunities to potentially put together a Park City specific incentive program, if feasible.

Staff will bring forward outreach materials to update the City Council in the late summer or early fall of 2020, as well as any community feedback about the proposed Municipal and LMC amendments.

¹ NFPA Firewise USA Program Benefits, <https://www.nfpa.org/Public-Education/Fire-causes-and-risks/Wildfire/Firewise-USA/Become-a-Firewise-USA-site/Program-benefits>

Exhibit E

Planning Commission Meeting
June 10, 2020
Page 32

Conditions of Approval – 1162 Woodside

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 (1) years' time, this approval for the plat will be void, unless a request for an extension is made in writing prior to the expiration date and an extension is granted by the City Council.
3. The plat shall note that fire sprinklers are required for all new or renovation construction on this lot, to be approved by the Chief Building Official.
4. The applicant shall record an encroachment agreement for the existing historic structure located within 12th street right-of-way.
5. The encroachment of the neighboring property at 1158 Woodside Avenue shall be resolved with an encroachment agreement between the two properties prior to recordation of this plat.
6. A ten foot (10') public snow storage easement on both 12th Street and Woodside Avenue shall be noted on the Plat.
7. The property is not located within the Park City Landscaping and Maintenance of Soil Cover Ordinance (Soils Ordinance) and therefore it is not regulated by the City for mine related impacts. However, if the property owner does encounter mine waste or mine waste impacted soils they must handle the material in accordance to State and Federal law.
8. City Engineer review and approval of all lot grading, utility installations, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.

- 6.D. **Municipal and Land Management Code Amendments – Amendments regarding Wildland Urban Interface in Municipal Code Title 11 Sections 11-21-1 The 2006 Utah Wildland-Urban Interface Code, 11-21-2 Land Subject to Utah Wildland-Urban Interface Code, 11-21-3, Violations; Title 14 Section 14-1-5 Regulations for Planting Trees and Landscaping in the City's Right-of-Way; and Land Management Code Title 15 Sections 15-2.21-3 Sensitive Lands Overlay Zone, 15-5-1 Architectural Review Policy and Purpose, 15-5-5 Architectural Design Guidelines, 15-6-6 Master Planned Development Required Findings and Conclusions of Law, 15-8-2 Annexation General Requirements, 15-15-1 Definitions, and 15-15-2 List of Defined Terms.**
(Application PL-20-04486)

Planner Liz Jackson noted that the Chief Building Official, Dave Thacker, was also on the line.

Planner Jackson stated that the Staff was bringing forward proposed Municipal and Land Management Code Amendments regarding the Wildland Urban Interface Code. She and Mr. Thacker had prepared a presentation. Planner Jackson stated that they would go through the topics, but Dave Thacker would begin by speaking to the history of the Wildland Code within Park City.

Dave Thacker, the Chief Building Official, thanked the Planning Commission for the time this evening to review the Wildland Urban Interface Code and the associated Code Amendments. He commended Planner Jackson for the work she did to make these proposed amendments possible. She was a great partner to work with. Mr. Thacker also commended Mike Owens and Brent Lucas with the Park City Fire Department. Both were instrumental in helping them reach this point.

Mr. Thacker provided a brief history of the Wildland Interface Code. He noted that in 2016 it came forward as a Code amendment, and after going through the appropriate and necessary channels it was adopted in its entirety. At that time adoption in its entirety meant that every part of the Code was required to be retroactive. Any structure in the City was required to meet all of the Wildland Urban Interface Code as it was written, and that created a challenge for the Historic District as well as some of the more established properties. Mr. Thacker stated that it was enacted for a couple of months before it was rescinded, and the Staff was requested to come back with more information. Mr. Thacker noted that it was before his time with the City and there have been other Staff changes as well.

Mr. Thacker stated that there has been a lot of opportunity to evaluate where they are. An important point to get right was how the City can coordinate better with the Fire District and Summit County to ensure they were looking at this the same. They were able to get a good handle on Best Practices for the County and the City, understanding that there are differences but also very many similarities in how they go about enforcement of this Code.

Planner Jackson walked through some of the updates and proposed changes.

Planner Jackson presented a slide showing images of the 1898 Park City Fire that devastated Main Street, Swede Alley, and the core of Park City with businesses and homes being burned. She thought it was a good reminder of how important it is to prepare for a wildfire. It includes putting in place codes to aid the community and City staff.

Planner Jackson stated that wildfire is a looming concern for the Staff and for the community members, not only as they see other communities dealing with large scale wildfires, but also as temperatures and water levels continue to change. Planner Jackson presented two maps zoomed in on the Historic District and nearby neighborhoods. She presented an image from the Utah Wildfire Risk Assessment portal. The left side was the risk map showing from green, which is low risk, up to extreme risk in red. The right side showed the effect a wildfire could have. The extreme effect was shown in red, based on where fire suppression would be difficult. She pointed out that a wildfire would be a huge issue for Park City itself, and particularly to the Historic District if one were to occur.

Planner Jackson stated that for the presentation this evening, the Wildland Urban Interface topics include amendments related to administration, enforcement, inspections; definitions; home hardening; vegetation management; maintenance and acceptance of existing plants; an update to the plant list and landscaping plans; and applicability to the Sensitive Lands Overlay, master planned developments, and annexations.

Regarding Administration, Planner Jackson stated that the objective is to include clarity between building code and fire code, and when the Wildland Urban Interface Code applies to certain properties, and when modifications may be granted by the City.

Regarding Enforcement and Inspections, Planner Jackson noted that because of the unique circumstances in Park City, authority is given to the Fire Code Official to determine circumstances that require modifications or exemptions to the Code, as well as authority to the Planning Director in certain instances. Planner Jackson stated that the Code Enforcement would be complaint based for existing developed sites. Education will be heavily emphasized, and they will promote that Wildland Urban Interface is a good idea. However, at this point it would be difficult to regulate retroactively on the already existing developed sites. Planner Jackson remarked that new developments will need to comply, which include the Sensitive Lands Overlay, master planned developments, and annexations. Planner Jackson stated that they were planning to work with resort open space areas in the future. This would apply to Park City at large, but they need to research further how resorts and open space come into play.

Regarding definitions, Planner Jackson stated that the intent is to add the proposed definitions into the Municipal and Land Management Code to provide clarity and add industry standards.

Planner Jackson stated that home hardening will be a major topic. Industry-wide it has proven to be one of the biggest factors in terms of wildfire mitigation and structure ignition. Planner Jackson remarked that specific practices are being put into the Code to reduce structure threat.

Planner Jackson commented on vegetation management. She stated that the Code calls out ignition zones, different modification, vegetation and fuel modification techniques, and ways to reduce wildfire in terms of vegetation.

Planner Jackson remarked that they have called out in the Code who is responsible for maintaining a property's vegetation and structures. She pointed out that there will be some regulation on the part of the City, but it will also be a hand in hand effort with property owners to be able to maintain and prepare their properties. Planner Jackson noted that the Code outlines what should be maintained on the property, as well as giving guidance on existing platted limits of disturbances on different properties. The Code will emphasize that LODs will need to be maintained, but there are instances where in certain plats or subdivision maintenance will be necessary outside of those limits of disturbance.

Planner Jackson stated that the plant list that exists in the Municipal Code was updated. The plant list can be a reference for community members and Staff as to what can be utilized in a fire-wise plan. They would also add references in the LMC to the standards of the Municipal Code, Section 11-21. Planner Jackson emphasized that significant vegetation would still be a priority; however, there are instances where the Planning Director and Fire Code Official can determine whether vegetation can be maintained or removed.

Planner Jackson commented on the importance of the Sensitive Lands Overlay and noted that they made sure to put in place regulations for the SLOs, MPDs, and Annexations.

Planner Jackson provided clarity on where the Wildland Urban Interface Code would apply in Park City. The Historic District areas will generally be exempt, but the City will emphasize education. They can also look at individual sites if people want to make them Wildland Urban Interface Code compliant. Planner Jackson stated that existing developed properties are generally exempt, but again they would emphasize education. She reiterated that those properties would not be regulated retroactively. They would be regulated by complaint-based enforcement. She gave examples of new development and large remodels that would generally need to comply with the WUI Code.

Planner Jackson remarked that proposed subdivision, MPDs, and annexation would also need to comply with the WUI Code. She stated that existing subdivisions with platted limits of disturbance can be evaluated by the Fire Code Official and Planning Director on a case by case basis.

Planner Jackson reported on the Outreach that was done, which included social media and website posts. The Fire Marshall did HOA one on one meetings and assessing properties. The City partnered a lot with the Park City Fire District. They hosted HOA meetings and community member meetings and included the City so they could get feedback. Mailers were sent out to P.O. boxes within Park City. They also recently did an HOA and community members Zoom discussion, which gave people who might not be able to participate otherwise the opportunity to be part of the conversation.

Planner Jackson noted that Exhibit C was an Outreach plan moving forward. They will continue to partner heavily with PCFD on informing community members about property assessments, which is an option that PCFD currently offers to help property owners.

Planner Jackson commented on a Community Wildfire Protection Plan. PCFD had a template, which is a document for communities to specify what they were doing and what they have done in order to have wildfire protection in place, and what they will do if a wildfire occurs. The question is whether Park City should require these as this point or if they should wait and see how the program works moving forward. At this point they could just emphasize the importance of having a wildfire protection in place. Planner Jackson requested that the Planning Commission provide input on this issue. She reiterated that at this point the City put an emphasis on education and provides access to resources and saying that some of these things should be done.

Director Erickson asked if the Community Wildfire Protection Plan was not included in the Code. Planner Jackson replied that it was not in the Code. It would just be something they emphasize and suggest. Director Erickson understood that it would be a customization for Park City going forward. Planner Jackson answered yes. Director Erickson noted that it would be customized to consider Park City's vegetation and plant list.

Planner Jackson stated that at this point she had not received public comment. The Staff requested that the Planning Commission review the proposed amendments to the Municipal Code and Land Management Code sections regarding the Wildland Urban Interface, conduct a public hearing, and consider forwarding a positive recommendation for the City Council to consider at their meeting on July 9, 2020.

Commissioner Suesser asked Planner Jackson to clarify her comment regarding city-owned open space. She was particularly thinking of Treasure Hill because of its close proximity to Old Town. She wanted to know the City's responsibility for that parcel in terms of making sure there are no dangerous conditions.

Planner Jackson stated that part of the open space discussion has been trying to figure out how to prioritize those properties, and how specifically this will apply to those properties. She pointed out that they were in the beginning stages of those discussions and figuring out the process. The current goal is to get standards in place more for the homeowners and the community at large, but open space still needs to be discussed. Planner Jackson was interested in hearing any suggestions from the Commissioners.

Commissioner Suesser understood that some of the money raised in the bond was set aside for maintenance of the Treasure Hill property. She asked if that was true for Bonanza Flats as well. Director Erickson did not know the answer to her question. Planner Jackson offered to look into it.

Planner Van Dine stated that since enforcement is through complaint based, she wanted to know how the complaints are filed. Mr. Thacker replied that the complaints would come in various ways, similar to the existing Code Enforcement process. An online form can be filled out or people can call his office. Sometimes complaints are forwarded from another department. Whichever way it comes in, the complaint would be addressed. The proper enforcement agency would go out and meet with the complainant to discover the concern, and then work through education avenues to help people understand the violations and help them work towards some type of compliance.

Commissioner Van Dine asked if a system would be in place to keep track of the complaints over time. Mr. Thacker stated that they currently have a code enforcement data base through the Eden program. They would create a CE case that would be able to track it. They would not only track and gather information, but they would also be able to schedule follow-ups to ensure the situation is resolved.

Chair Phillips asked if the Commissioners had questions or comments regarding the Community Wildlife Protection Plan. Mr. Thacker reported that many HOAs have already started the process. He thought it was beneficial for some HOAs to do their own community policing of the Wildland Interface Code. Some HOAs are actively working on it, and other have discussed interest in obtaining additional information. They were working with the HOAs in an attempt to get them on board. Mr. Thacker was interested in hearing the Commissioner's comment, but he wanted them to understand that some jurisdictions were already taking care of it.

Chair Phillips stated that the Planning Commission is like the HOA for Park City. If the Planning Commission were to implement the CWPP, it might help those HOAs and the community as a whole to follow the same plan. Chair Phillips thought it was a good idea for the Planning Commission to take the lead on it.

Commissioner Kenworthy was pleased to see this moving forward. He noted that Park City has had some close calls, and this was very helpful. He thought it was another good item to clean up and address.

Chair Phillips was interested in getting a follow-up on Commissioner Suesser's question regarding Bonanza Flats. He assumed increased traffic and people would add to the fire danger. He would like to know what could be done in that area. Commissioner Suesser clarified that she also wanted a follow-up on Treasure Hill.

Director Erickson stated that Bonanza Flats is covered by a conservation agreement, but he believed there were also provisions for forest health in the model. He noted that Heinrich Deter, the Trails and Open Space Manager, spends a significant amount of money each year doing fire management on open space in the Aerie and other locations. He and Mr. Deters have had conversations about Treasure, the two Resorts, Empire Pass, and Guardsman Road. Director Erickson stated that it involved more than just cutting dead trees.

Mr. Thacker stated that they were also looking at this as a phase approach. They definitely want to encompass the whole community and make everything safe, which is the goal of this Code and the program over time. However, Phase 1 is to start with residential properties, some home hardening, and looking at everyone's personal property, and then expand from there. Mr. Thacker stated that they need to work with Mr. Deters and his team and look at other opportunities as well. They will be taking a bigger swath at those open space areas in the future, but for now this is Phase 1 to begin that process.

Chair Phillips asked if residential properties that abut open space are treated any differently. He asked if any emphasis is put into those neighborhoods that are right against heavily forested open spaces. Mr. Thacker stated that the same question was raised during one of their meetings and the Park City Fire Marshall, Mike Owens, brought up a good point related to firebrands and how they travel. He noted that Firebrands can travel up to a couple of miles in a perfect condition, and they can land on a rooftop or in a yard. If the yard and the rooftop are not properly maintained, they can find a place to ignite. Mr. Thacker pointed out that to say a home that backs up against an open space reserve with vegetation is more at risk than a home that is a mile away is not found to be true based on that information. He stated that the Code is

effective for all areas. It is just a matter of location and how they apply the Code. Mr. Thacker stated that home hardening is the most important piece they were trying to emphasize as this point.

Chair Phillips opened the public hearing.

No eComments were received and no hands were raised on Zoom.

Chair Phillips closed the public hearing.

MOTION: Commissioner Thimm moved to forward a POSITIVE recommendation to the City Council for their consideration on July 9, 2020 of the Municipal and Land Management Code Amendments regarding Wildland Urban Interface in Municipal Code Title 11 Sections 11-21-1 The 2006 Utah Wildland-Urban Interface Code, 11-21-2 Land Subject to Utah Wildland-Urban Interface Code, 11-21-3, Violations; Title 14 Section 14-1-5 Regulations for Planting Trees and Landscaping in the City's Right-of-Way; and Land Management Code Title 15 Sections 15-2.21-3 Sensitive Lands Overlay Zone, 15-5-1 Architectural Review Policy and Purpose, 15-5-5 Architectural Design Guidelines, 15-6-6 Master Planned Development Required Findings and Conclusions of Law, 15-8-2 Annexation General Requirements, 15-15-1 Definitions, and 15-15-2 List of Defined Terms as outlined in the Staff report. Commissioner Kenworthy seconded the motion.

VOTE: The motion passed unanimously.

6.E Consideration to Ratify the Amended and Restated Development Agreement for the Intermountain Healthcare Master Planned Development and to Amend Master Planned Development Condition of Approval 11 to Require an Amended Housing Mitigation Plan prior to Certificate of Occupancy.

Planner Rebecca Ward noted that this item was the Intermountain Healthcare Master Planned Development amended Development Agreement. Morgan Bush and Lori Weston, representing IHC, were also on the line.

Planner Ward reported that the Development Agreement was amended to memorialize the approval by the Planning Commission on October 9, 2019. The approval included a 20,000 square foot Ambulatory Surgery Center on Lot 6; and 28,000 square feet of support medical offices on the hospital lot, Lot 1.

Exhibit F – Planning Commission Meeting Discussion Synopsis

At the June 10, 2020 meeting, the Planning Commission discussed:

- The City having a CWPP in place (see last paragraph in Analysis section) for the community overall;
- An update for how the City is managing and planning to manage Open Space. They specifically called out Bonanza Flats and Treasure Hill. Staff will bring that update forward at a later date, as the proposed amendments don't pertain to Open Space at this time;
- Code Enforcement complaints and how they are filed. This was discussed due to the proposed Code Amendments being complaint-based at this time, in order to gauge the implementation of the WUI Code and how to address any complaints moving forward. Currently, the complaints are through an online form or phone call, then addressed by the proper enforcement agency within the City. The agency meets with the complainant, provides educational methods to move forward, and assists in working toward compliance. There is currently a tracking system for the City regarding Code Enforcement, which would apply to WUI complaints, and allows for staff tracking and follow-up. WUI Code Enforcement will begin as complaint-based, but may evolve as the City receives complaints and experiences mitigation techniques;
- An overall discussion regarding implementation of WUI Code. Currently, the proposed amendments encompass all of Park City, but it will begin with residential properties and education regarding the Code standards. It will then expand to include Open Space and the resorts. The proposed amendments will at least put in place WUI standards for community members' reference and help staff to better evaluate implementation and Code Enforcement;
- Prioritization of properties. Residential properties near Open Space are near areas with a possible high risk of a wildfire, but as travelling fire embers can travel a mile or more and ignite another fire, they are also at a high risk. This is a reason why staff is emphasizing the importance of home hardening (see Analysis section of this report, Exhibit A, and Exhibit B) as it can greatly impact a property and/or structure's risk of catching fire.

Exhibit G

From: jnuffer fallingwaterspc.com
<jnuffer@fallingwaterspc.com>
Sent: Thursday, May 28, 2020 7:19 AM
To: Elizabeth Jackson
Subject: Re: Wildland Urban Interface Discussion 6.3.20

Liz, I thank you for the invitation, unfortunately i will not be able to participate. However, as a Landscaping contractor, we do reccomend that any of our clients that are in a wildland interface are install "fire suppression zones" in their irrigation system. These consist of larger rotors that spray away from the landscape and into the native vegetation that would help in if there was a fire.

John Nuffer
Falling Waters Landscaping

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From: Elizabeth Jackson <elizabeth.jackson@parkcity.org>
Sent: Wednesday, May 27, 2020 5:17:17 PM
To: Bruce Erickson <bruce.erickson@parkcity.org>; Dave Thacker <dave.thacker@parkcity.org>
Cc: Jessica Nelson <jessica.nelson@parkcity.org>; Emma Prysunka <emma.prysunka@parkcity.org>
Subject: Wildland Urban Interface Discussion 6.3.20

Hello,

The Park City Building and Planning Departments would like to invite you participate in a virtual discussion regarding the Wildland Urban Interface and Park City. As we head into the summer dry season, we recognize the importance of updating our Municipal and Land Management Codes in order to be proactive in helping to mitigate wildfires. We would like to do an overview of the proposed Code Amendments, hear your feedback, and answer any questions you have on this topic. Below is the link to register for the meeting. Please register by Tuesday June 2nd at 5:00 PM if you will attend, in order for us to ensure we have enough slots available in the meeting. Registration is required in order to receive the meeting login.

You are invited to a Zoom meeting.
When: June 3, 2020 01:00 PM Mountain Time (US and Canada)

Register in advance for this meeting:
<https://us02web.zoom.us/meeting/register/tZwtcu2hrD4sGNbLVM2vSfx8-9xI41Uc7wdr>

After registering, you will receive a confirmation email containing information about joining the meeting. We look forward to seeing you. Please let us know if you have questions. It is possible you will receive this email multiple times, so please ignore any duplicates.

Thank you,

Liz Jackson

Planner

Park City Planning Department

435-615-5065

PO Box 1480

Park City, UT 84060

Please note I will be primarily working from home due to COVID-19 protocols and am likely to not be answering or responding to calls except for the days I am in the office. Please email me instead in order to ensure a timely response.



Disclaimer: The Planning Department strives to give the best customer service possible and to respond to questions as accurately as possible based upon the information provided. However, answers given at the counter and/or prior to application are not binding and they are not a substitute for formal Final Action, which may only occur in response to a complete application to the Planning Department. Those relying on verbal input or preliminary written feedback do so at their own risk. Zoning and Land Management Code sections are subject to change.

Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager and Mayor to Enter into Sales Contracts, in a Form Approved by the City Attorney's Office, with Qualified Buyers for Affordable Housing Units Located at 1353 Park Avenue, 1350 Woodside Avenue and 1835 Three Kings Drive, #25-10
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Disposition of Property Staff Report](#)

[Exhibit A: REPC Template for PCMC as Selling Entity](#)

[Exhibit B: REPC Addendum template for PCMC as Selling Entity](#)

City Council Staff Report

Subject: Disposition of City Property – Affordable Housing Units at Woodside Park Phase 1 and Silver Star #25-10
Author: Rhoda Stauffer
Department: Housing
Date: July 9, 2020
Type of Item: Administrative

Recommendation

Hold a public hearing regarding disposition of property at Woodside Park Phase 1, located at 1353 Park Avenue and 1350 Woodside Avenue and one unit at Silver Star Plaza Condominiums, 1835 Three Kings Drive, #25-10. Staff recommends approving the disposition and authorizing the City Manager and Mayor to enter into sales contracts, deeds/CCRs/restrictions, and necessary escrow and closing statements/authorizations, in a form approved by the City Attorney's office, with qualified home buyers.

Background

Park City Municipal made affordable housing a Critical Community Priority in 2016. Since then, a flurry of activity has taken place related to increasing and protecting the supply of affordable housing, such as:

- PCMC solely funded the construction and development of 27 net new affordable housing units;
- Several property acquisitions prevented deed restricted units from losing their affordability requirements;
- New land acquisition to prioritize future housing needs and new inventory opportunities in lieu of allowing additional resort-related, and second home development;
- Exercised several rights-of-first-refusal in order to update and improve deed restrictions;
- Updated PCMC's official Housing Assessment and Plan;
- Updated the Land Management Code to eliminate some barriers to the private sector delivering affordable housing including reductions in setbacks, open space, and parking; and
- Required several private developments to deliver additional affordable housing units.

Approximately 85% of Park City's workforce lives outside Park City limits. While high Park City home prices are considered a positive outcome of the resort economy and good for individual property owners, they also create a host of complex community and neighborhood issues. Increasingly, the lack of affordable housing stock in Park City forces the majority of our workforce to drive in and out of town, increasing traffic and congestion, and also creating vibrancy and quality of life issues within neighborhoods formerly comprised of full time residents.

As part of the Council's goal to add 800 affordable/attainable units by the year 2026, the City began developing several community affordable housing developments. This particular request, for Woodside Park Phase 1, is a City funded housing development project located on the 13th block between Park Avenue and Woodside Avenue. The project construction was completed in 2019, and is now ready to accept new homeowners.

The City also purchased Silver Star unit #25-10 in order to update the deed restrictions and has now identified a qualified buyer to sell the unit.

Analysis

The Woodside Park Phase 1 housing project includes four single family homes and four townhomes with accessory studio units attached. The total construction cost was \$5,125,380, which included the full restoration of two historic homes. These units are planned to house 18 new Park City residents seeking affordable housing.

On June 20, 2019 ([Staff Report](#)), Council approved pricing for the Woodside Park Phase 1 units, and provided direction to retain one unit, located at 1334 Woodside (unit #4), for a future potential municipal need.

Accordingly, a lottery was held on December 23, 2019, creating a prioritized wait list. Five qualified buyers were identified and sales contracts signed for four Woodside Park, Phase 1 units as well as the Silver Star Unit in February. The COVID-19 pandemic was the cause of some delays and contract cancelations. Three units at Woodside Park, Phase 1 are now sold and four remain to be sold. Three qualified buyers have now been identified for two Woodside Park units and one Silver Star unit. Staff will return later for approval for disposition of the remaining property at Woodside Park, Phase 1. In order to complete the sale, Council must approve the property disposition, per PCMC Code Section 2-3-11, and authorize the City Manager to complete the sales at the following prices:

Name	Address	Price	Monthly Dues
Tom Murray	1353 Park Ave	\$205,000	\$133.34
Jocelyn Scudder	1350C Woodside Ave	\$359,000	\$333.93
Ben Watts	1835 Three Kings Drive #25-10	\$270,005	\$358.04

Funding

The City allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue for housing projects. Proceeds from the disposition of the property will be returned to the RDA for future affordable housing projects.

Exhibits

A DRAFT Real-Estate Purchase Contract & Addendum

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this _____ day of _____, 2020, ("Offer Reference Date") _____ ("Buyer") offers to purchase from Park City Municipal Corporation ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$1,000.00 the form of cash or check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Escrow Agent, Park City Title, the Escrow Agent shall have four (4) calendar days in which to deposit the Earnest Money into the Escrow Account.

OFFER TO PURCHASE

1. PROPERTY: _____

City of _____, County of Summit, State of Utah, Zip _____ Tax ID No. _____ (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 **Included Items.** Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 **Other Included Items.** The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☒ washer ☒ dryer ☒ refrigerator ☒ microwave oven ☒ other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 **Excluded Items.** The following items are excluded from this sale: N/A

1.4 **Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: N/A

2. PURCHASE PRICE.

2.1 **Payment of Purchase Price.** The Purchase Price for the Property is \$ _____. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$1,000.00 _____	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
\$N/A _____	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
\$ _____	(c) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
\$ _____	(d) Seller Financing (see attached Seller Financing Addendum)
\$ _____	(e) Balance of Purchase Price in Cash at Settlement
\$ _____	PURCHASE PRICE. Total of lines (a) through (e)

2.2 **Sale of Buyer's Property.** Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☒ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

Page 1 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: [X] Upon Recording; [] _____ Hours after Recording; [] _____ Calendar Days after Recording. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: [X] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain)_____. The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: [] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain) N/A. The provisions of this Section 4.3(c) shall survive Closing.

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Sales Proceeds Withholding. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) N/A, represent(s) [] Seller [] both Buyer and Seller as Limited Agent(s);

Seller's Agent(s) Utah Real Estate License Number(s): _____.

Seller's Brokerage N/A, represents [] Seller [] both Buyer and Seller as Limited Agent;

Seller's Brokerage Utah Real Estate License Number: _____.

Buyer's Agent(s) N/A, represent(s) [] Buyer [] both Buyer and Seller as Limited Agent(s);

Buyer's Agent(s) Utah Real Estate License Number(s): _____.

Buyer's Brokerage N/A, represents [] Buyer [] both Buyer and Seller as a Limited Agent.

Buyer's Brokerage Utah Real Estate License Number: _____.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by special warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

Page 2 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

The provisions of this Section 6.1(a) shall survive Closing.

(b) **Short-Term Rental Bookings.** Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("*Owner's Policy*") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal

Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☐ No Financing Required. Buyer's obligation to purchase the Property IS NOT conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☒ Financing Required. Buyer's obligation to purchase the Property IS conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon \$ N/A of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) **Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ WILL ☒ WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ N/A. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ ARE ☐ ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ Addendum No. 1 ☐ Seller Financing Addendum ☐ FHA/VA Loan Addendum ☐ Other (specify) Deed Restrictions, City Council approval of sale in an open and public meeting, HOA reserve fund Declaration of Covenants, Conditions and Restrictions.

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☐ WILL ☒ WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ Buyer ☐ Seller and shall be issued by a company selected by ☐ Buyer ☐ Seller. The cost of the Home Warranty Plan shall not exceed \$_____ and shall be paid for at Settlement by ☐ Buyer ☐ Seller.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in

Page 4 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller MAY NOT after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: [] SHALL [X] MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

Page 5 of 6 pages **Buyer's Initials** _____ **Date** _____ **Seller's Initials** _____ **Date** _____

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline _____(Date)
- (b) Due Diligence Deadline _____(Date)
- (c) Financing & Appraisal Deadline _____(Date)
- (d) Settlement Deadline _____(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on _____(Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

- CHECK ONE:
- [] ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.
 - [] COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
 - [] REJECTION: Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.
THIS FORM HAS BEEN AMENDED AS FOLLOWS: IN PARAGRAPH 6.1 "GENERAL WARRANTY DEED" HAS BEEN AMENDED TO "SPECIAL WARRANTY DEED"

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

Page 1 of 1

THIS IS AN ☐ **ADDENDUM** ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____, including all prior addenda and counteroffers, between _____ as Buyer, and **Park City Municipal Corporation** as Seller, regarding the Property located at _____. The following terms are hereby incorporated as part of the REPC:

1. **Deed Restricted Property:** Buyer's approval of Deed Restrictions on the property is a due diligence item under Section 8.1 (a). The Deed Restriction, which is recorded against the property, limits future sales price, how the unit can be occupied, and to whom the unit may be sold.
2. **City Council Approval:** Sale of this property is conditioned upon approval of the sale by the Park City Council on _____ in an open and public meeting.
3. **HOA Reserve Funds:** Seller will provide funding to the Woodside Park, Phase I Homeowners Association in an amount equal to three (3) monthly installments, as determined in accordance with the Condominium Declaration, to an "Association Replacement Reserve Account". Such payment is in addition to the regular monthly operating dues for common expenses payable by the owner of each Woodside Park, Phase I unit pursuant to the Condominium Declaration.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☒ **REMAIN UNCHANGED** ☐ **ARE CHANGED AS FOLLOWS:** _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ **Seller** ☒ **Buyer** shall have until 5:00 _____ ☐ **AM** ☒ **PM** Mountain Time on _____ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ **Seller** ☐ **Buyer** hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Council Agenda Item Report

Meeting Date: July 9, 2020

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Authorize the City Manager and Mayor to Enter into Sales Contracts, in a Form Approved by the City Attorney's Office, with Qualified Buyers for Affordable Housing Units Located at 1353 Park Avenue, 1350 Woodside Avenue and 1835 Three Kings Drive, #25-10
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[RDA Property Disposition Staff Report](#)

[Exhibit A: REPC Template for RDA as Selling Entity](#)

[Exhibit B: REPC Addendum Template for RDA as Selling Entity](#)

Redevelopment Agency Staff Report

Subject: Disposition of City Property – Affordable Housing Units at Woodside Park Phase 1 and Silver Star #25-10
Author: Rhoda Stauffer
Department: Housing
Date: July 9, 2020
Type of Item: Administrative

Recommendation

Acting as the governing board of the Redevelopment Agency (RDA), hold a public hearing regarding disposition of property at Woodside Park Phase 1, located at 1353 Park Avenue and 1350 Woodside Avenue and one unit at Silver Star Plaza Condominiums, 1835 Three Kings Drive, #25-10. Staff recommends approving the disposition and authorizing the City Manager and the Mayor to enter into sales contracts, deeds/CCRs/restrictions, and necessary escrow and closing statements/authorizations, in a form approved by the City Attorney's office, with qualified home buyers.

Background

Park City Municipal made affordable housing a Critical Community Priority in 2016. Since then, a flurry of activity has taken place related to increasing and protecting the supply of affordable housing, such as:

- PCMC solely funded the construction and development of 27 net new affordable housing units;
- Several property acquisitions prevented deed restricted units from losing their affordability requirements;
- New land acquisition to prioritize future housing needs and new inventory opportunities in lieu of allowing additional resort-related, and second home development;
- Exercised several rights-of-first-refusal in order to update and improve deed restrictions;
- Updated PCMC's official Housing Assessment and Plan;
- Updated the Land Management Code to eliminate some barriers to the private sector delivering affordable housing including reductions in setbacks, open space, and parking; and
- Required several private developments to deliver additional affordable housing units.

Approximately 85% of Park City's workforce lives outside Park City limits. While high Park City home prices are considered a positive outcome of the resort economy and good for individual property owners, they also create a host of complex community and neighborhood issues. Increasingly, the lack of affordable housing stock in Park City forces the majority of our workforce to drive in and out of town, increasing traffic and congestion, and also creating vibrancy and quality of life issues within neighborhoods formerly comprised of full time residents.

As part of the Council's goal to add 800 affordable/attainable units by the year 2026, the City began developing several community affordable housing developments. This particular request, for Woodside Park Phase 1, is a City funded housing development project located on the 13th block between Park Avenue and Woodside Avenue. The project construction was completed in 2019, and is now ready to accept new homeowners.

Utilizing RDA funds, the City also purchased Silver Star unit #25-10 in order to update the deed restrictions and has now identified a qualified buyer to sell the unit.

Analysis

The Woodside Park Phase 1 housing project includes four single family homes and four townhomes with accessory studio units attached. The total construction cost was \$5,125,380, which included the full restoration of two historic homes. These units are planned to house 18 new Park City residents seeking affordable housing.

On June 20, 2019 ([Staff Report](#)), Council approved pricing for the Woodside Park Phase 1 units, and provided direction to retain one unit, located at 1334 Woodside (unit #4), for a future potential municipal need.

Accordingly, a lottery was held on December 23, 2019, creating a prioritized wait list. Five qualified buyers were identified and sales contracts signed for four Woodside Park, Phase 1 units as well as the Silver Star Unit in February. The COVID-19 pandemic was the cause of some delays and contract cancelations. Three units at Woodside Park, Phase 1 are now sold and four remain to be sold. Three qualified buyers have now been identified for two Woodside Park units and one Silver Star unit. Staff will return later for approval for disposition of the remaining property at Woodside Park, Phase 1. In order to complete the sale, Council must approve the property disposition, per PCMC Code Section 2-3-11, and authorize the City Manager to complete the sales at the following prices:

Name	Address	Price	Monthly Dues
Tom Murray	1353 Park Ave	\$205,000	\$133.34
Jocelyn Scudder	1350C Woodside Ave	\$359,000	\$333.93
Ben Watts	1825 Three Kings Drive #25-10	\$270,005	\$358.04

Funding

The City allocated approximately \$19 million in Lower Park Ave RDA bond funds and \$5 million in Additional Resort Communities Sales Tax revenue for housing projects. Proceeds from the disposition of the property will be returned to the RDA for future affordable housing projects.

Exhibits

A DRAFT Real-Estate Purchase Contract & Addendum

REAL ESTATE PURCHASE CONTRACT

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY DEPOSIT

On this _____ day of _____, 2020, ("Offer Reference Date") _____ ("Buyer") offers to purchase from Redevelopment Agency of Park City ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$1,000.00 the form of cash or check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Escrow Agent, Park City Title, the Escrow Agent shall have four (4) calendar days in which to deposit the Earnest Money into the Escrow Account.

OFFER TO PURCHASE

1. PROPERTY: _____

City of _____, County of Summit, State of Utah, Zip _____ Tax ID No. _____
(the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

1.1 **Included Items.** Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

1.2 **Other Included Items.** The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☒ washer ☒ dryer ☒ refrigerator ☒ microwave oven ☒ other (specify) _____

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

1.3 **Excluded Items.** The following items are excluded from this sale: N/A

1.4 **Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: N/A

2. PURCHASE PRICE.

2.1 **Payment of Purchase Price.** The Purchase Price for the Property is \$ _____. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

\$1,000.00 _____	(a) Earnest Money Deposit. Under certain conditions described in the REPC, this deposit may become totally non-refundable.
\$N/A _____	(b) Additional Earnest Money Deposit (see Section 8.4 if applicable)
\$ _____	(c) New Loan. Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum.
\$ _____	(d) Seller Financing (see attached Seller Financing Addendum)
\$ _____	(e) Balance of Purchase Price in Cash at Settlement
\$ _____	PURCHASE PRICE. Total of lines (a) through (e)

2.2 **Sale of Buyer's Property.** Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☒ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

3. SETTLEMENT AND CLOSING.

3.1 **Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

Page 1 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

3.2 Closing. For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

3.3 Possession. Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: [X] Upon Recording; [] _____ Hours after Recording; [] _____ Calendar Days after Recording. Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.

4.1 Prorations. All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

4.2 Special Assessments. Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by: [X] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain)_____. The provisions of this Section 4.2 shall survive Closing.

4.3 Fees/Costs/Payment Obligations.

(a) Escrow Fees. Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

(b) Rental Deposits/Prepaid Rents. Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

(c) HOA/Other Entity Fees Due Upon Change of Ownership. Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by: [] Seller [] Buyer [] Split Equally Between Buyer and Seller [] Other (explain) N/A. The provisions of this Section 4.3(c) shall survive Closing.

(d) Utility Services. Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

(e) Sales Proceeds Withholding. The escrow/closing office is authorized and directed to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. The provisions of this Section 4.3(e) shall survive Closing.

5. CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) N/A, represent(s) [] Seller [] both Buyer and Seller as Limited Agent(s);

Seller's Agent(s) Utah Real Estate License Number(s): _____.

Seller's Brokerage N/A, represents [] Seller [] both Buyer and Seller as Limited Agent;

Seller's Brokerage Utah Real Estate License Number: _____.

Buyer's Agent(s) N/A, represent(s) [] Buyer [] both Buyer and Seller as Limited Agent(s);

Buyer's Agent(s) Utah Real Estate License Number(s): _____.

Buyer's Brokerage N/A, represents [] Buyer [] both Buyer and Seller as a Limited Agent.

Buyer's Brokerage Utah Real Estate License Number: _____.

6. TITLE & TITLE INSURANCE.

6.1 Title to Property. Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by special warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) Long-Term Lease or Rental Agreements. Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing.

Page 2 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

The provisions of this Section 6.1(a) shall survive Closing.

(b) **Short-Term Rental Bookings.** Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

6.2 Title Insurance. At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("*Owner's Policy*") available through the Issuing Agent.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) _____

8. BUYER'S CONDITIONS OF PURCHASE.

8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.2 APPRAISAL CONDITION. Buyer's obligation to purchase the Property: ☒ IS ☐ IS NOT conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

(a) **Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

(b) **Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal

Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

8.3 FINANCING CONDITION. (Check Applicable Box)

(a) ☐ No Financing Required. Buyer's obligation to purchase the Property IS NOT conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

(b) ☒ Financing Required. Buyer's obligation to purchase the Property IS conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

(i) **Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon \$ N/A of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

(ii) **Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

(iii) **Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

8.4 ADDITIONAL EARNEST MONEY DEPOSIT. If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ WILL ☒ WILL NOT deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ N/A. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

9. ADDENDA. There ☒ ARE ☐ ARE NOT addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☒ Addendum No. 1 ☐ Seller Financing Addendum ☐ FHA/VA Loan Addendum ☐ Other (specify) Deed Restrictions, City Council approval of sale in an open and public meeting, HOA reserve fund Declaration of Covenants, Conditions and Restrictions.

10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.

10.1 Home Warranty Plan. A one-year Home Warranty Plan ☐ WILL ☒ WILL NOT be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☐ Buyer ☐ Seller and shall be issued by a company selected by ☐ Buyer ☐ Seller. The cost of the Home Warranty Plan shall not exceed \$_____ and shall be paid for at Settlement by ☐ Buyer ☐ Seller.

10.2 Condition of Property/Buyer Acknowledgements. Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.

10.3 Condition of Property/Seller Acknowledgements. Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

11. FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION. No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

12.1 Alterations/Improvements to the Property. No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

12.2 Financial Encumbrances/Changes to Legal Title. No further financial encumbrances to the Property shall be made, and no changes in

Page 4 of 6 pages Buyer's Initials _____ Date _____ Seller's Initials _____ Date _____

the legal title to the Property shall be made without the prior written consent of Buyer.

12.3 Property Management Agreements. No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

12.4 Long-Term Lease or Rental Agreements. No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

12.5 Short-Term Rental Bookings. If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller MAY NOT after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures (collectively referred to as the "REPC"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The REPC cannot be changed except by written agreement of the parties.

15. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: [] SHALL [X] MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

16. DEFAULT.

16.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

16.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

18. NOTICES. Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

19. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

20. INSURANCE & RISK OF LOSS.

20.1 Insurance Coverage. As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

20.2 Risk of Loss. If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

Page 5 of 6 pages **Buyer's Initials** _____ **Date** _____ **Seller's Initials** _____ **Date** _____

22. ELECTRONIC TRANSMISSION AND COUNTERPARTS. The REPC may be executed in counterparts. Signatures on any of the Documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

23. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

- (a) Seller Disclosure Deadline _____(Date)
- (b) Due Diligence Deadline _____(Date)
- (c) Financing & Appraisal Deadline _____(Date)
- (d) Settlement Deadline _____(Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on _____(Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

(Buyer's Signature) (Date) (Buyer's Signature) (Date)

ACCEPTANCE/COUNTEROFFER/REJECTION

- CHECK ONE:
- [] ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.
 - [] COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.
 - [] REJECTION: Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE SEPTEMBER 1, 2017. AS OF JANUARY 1, 2018, IT WILL REPLACE AND SUPERSEDE THE PREVIOUSLY APPROVED VERSION OF THIS FORM.
THIS FORM HAS BEEN AMENDED AS FOLLOWS: IN PARAGRAPH 6.1 "GENERAL WARRANTY DEED" HAS BEEN AMENDED TO "SPECIAL WARRANTY DEED"

ADDENDUM NO. 1
TO
REAL ESTATE PURCHASE CONTRACT

Page 1 of 1

THIS IS AN ☐ **ADDENDUM** ☐ **COUNTEROFFER** to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of _____, including all prior addenda and counteroffers, between _____ as Buyer, and **Redevelopment Agency of Park City** as Seller, regarding the Property located at _____. The following terms are hereby incorporated as part of the REPC:

1. **Deed Restricted Property:** Buyer's approval of Deed Restrictions on the property is a due diligence item under Section 8.1 (a). The Deed Restriction, which is recorded against the property, limits future sales price, how the unit can be occupied, and to whom the unit may be sold.
2. **City Council Approval:** Sale of this property is conditioned upon approval of the sale by the Park City Council on _____ in an open and public meeting.
3. **HOA Reserve Funds:** Seller will provide funding to the Woodside Park, Phase I Homeowners Association in an amount equal to three (3) monthly installments, as determined in accordance with the Condominium Declaration, to an "Association Replacement Reserve Account". Such payment is in addition to the regular monthly operating dues for common expenses payable by the owner of each Woodside Park, Phase I unit pursuant to the Condominium Declaration.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): ☒ **REMAIN UNCHANGED** ☐ **ARE CHANGED AS FOLLOWS:** _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ **Seller** ☒ **Buyer** shall have until 5:00 _____ ☐ **AM** ☒ **PM** Mountain Time on _____ (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☐ Buyer ☐ Seller Signature (Date) (Time) ☐ Buyer ☐ Seller Signature (Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

☐ **ACCEPTANCE:** ☐ **Seller** ☐ **Buyer** hereby accepts the terms of this ADDENDUM.

☐ **COUNTEROFFER:** ☐ **Seller** ☐ **Buyer** presents as a counteroffer the terms of attached ADDENDUM NO. _____.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ **REJECTION:** ☐ **Seller** ☐ **Buyer** rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.