



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
June 15, 2017**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, June 15, 2017.

CLOSED SESSION

2:00 p.m. To Discuss Property, Personnel and Litigation

WORK SESSION

4:20 p.m. Council Questions and Comments

4:30 p.m. – Review Final 2017-2018 Budget **PAGE 5**

5:15 p.m. – Discuss the Selection Guidelines and Sale Pricing of Eight (8) Units at 1450/1460 Park Avenue and Eleven (11) Units at Central Park Condominiums **PAGE 21**

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. APPOINTMENTS

Consideration to Appoint Jennifer Franklin, Dave Robinson and Stefanie Wilson to the Board of Adjustment **PAGE 37**

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Report

- Council Outreach Series Review and Recommendations **PAGE 40**

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 May 11, 2017 **PAGE 43**

VI. OLD BUSINESS

1. Consideration to Approve an Addendum to the Supplemental Plan for the 2017 Park Silly Sunday Market Adding Additional Transportation Items Including Salt City Cycle Cabs and PROTRANS Shuttle Service Based on Conditions of Approval, Findings of the Fact, and Approved by the City Attorney **PAGE 68**

(A) Public Hearing (B) Action

2. Consideration to Approve a Fee Waiver Request for the Peace House, Inc., in the Amount of \$199,410.47 **PAGE 81**

(A) Public Hearing (B) Action

3. Consideration to Approve Resolution 15-2017, a Resolution Amending the Fee Schedule; and Replacing and Repealing Resolution 14-2016 in Its Entirety **PAGE 156**

(A) Public Hearing (B) Action

VII. NEW BUSINESS

1. Bonanza Flat Property Closing Update – Mayoral **PAGE 195**

2. Consideration to Authorize the Mayor to Execute a \$2,000,000 Grant from Summit County to be Applied Toward the Purchase of Bonanza Flat **PAGE 196**

(A) Public Hearing (B) Action

3. Consideration to Authorize the City Manager to Select Utah Open Lands Conservation Association as the Holder of the Bonanza Flat Open Space Conservation Easement and Stewardship Project, Subject to Final Contract and Price Negotiation **PAGE 204**

(A) Public Hearing (B) Action

4. Consideration to Authorize the Mayor to Execute the Open Space Cooperative Agreement which Exchanges Open Space Property with Summit County and Snyderville Basin Special Recreation District and Reimburses PCMC for Its Share of the Triangle Parcel in the Amount of \$2,250,000 **PAGE 208**

(A) Public Hearing (B) Action

5. Consideration to Approve Ordinance No. 2017-28, an Ordinance Adopting a Revised Budget for FY 2017 and a Budget for FY 2018 for Park City Municipal Corporation and Its Related Agencies **PAGE 228**

(A) Public Hearing (B) Action

6. Consideration to Approve Resolution No. 16-2017, a Resolution Adopting the Park City Comprehensive Emergency Management Plan (CEMP) **PAGE 235**

(A) Public Hearing (B) Action

7. Consideration to Approve Resolution No. 17-2017, a Resolution Adopting the 2017 Mountainland Association of Governments Pre-Disaster Hazard Mitigation Plan as Required by the Federal Disaster Mitigation and Cost Reduction Act of 2000 **PAGE 276**

(A) Public Hearing (B) Action

8. Consideration to Approve Street Dining on Main Lease for Fletcher's, Located at 562 Main Street, through October 31, 2017, in a Form Approved by the City Attorney **PAGE 282**

(A) Public Hearing (B) Action

9. Consideration to Approve Ordinance 2017-29, an Ordinance Approving Land Management Code Amendments to Chapter 2.11 (Single Family District), Chapter 8 (Annexation) and Chapter 15 (Definitions) **PAGE 312**

(A) Public Hearing (B) Action

10. Consideration to Approve a Third Amendment to the Deer Crest Settlement Agreement to Suspend a Requirement that Deer Hollow Road (aka Keetley Road) be Physically Disconnected at the Time of Development of the Deer Hollow Village (aka Slalom Village) Parcel as Conditioned **PAGE 343**

(A) Public Hearing (B) Action

11. Consideration to Approve Ordinance 2017-30 an Ordinance Approving the Village at Empire Pass North Subdivision, Located Within Pod a of the Village at Empire Pass Master Planned Development, Park City, Utah, Pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval, in a Form Approved by the City Attorney **PAGE 466**

(A) Public Hearing (B) Action

VIII. ADJOURNMENT

IX. REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Approve Resolution RDA 02-2017, a Resolution Adopting the Fiscal Year 2017 Revised Budget and the Fiscal Year 2018 Budget for Park City Redevelopment Agency **PAGE 555**

(A) Public Hearing (B) Action

IV. ADJOURNMENT

X. MUNICIPAL BUILDING AUTHORITY

I. ROLL CALL

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

III. NEW BUSINESS

1. Consideration to Approve Resolution MBA 02-2017, a Resolution Adopting the Park City Municipal Building Authority Revised Budget for Fiscal Year 2017 and the Budget for Fiscal Year 2018 **PAGE 561**

(A) Public Hearing (B) Action

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



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

The City Manager's Recommended Budget is constructed drawing upon Council input and direction received during the Council Retreat in February, as well as Council input received during work sessions and study sessions throughout the year. During a Council work session in March, Council was presented with the Financial Impact Assessment Report (FIAR) projection of the City's expenditures and revenues over the next ten years. In essence, the FY18 budget has to fit within the confines of the FIAR's projected expenditure increases (based off of a 10-year historical analysis of an average annual increase of Park City's expenditures), approved by Council. The funding level recommendation has to account for what could be considered inflationary increases like Pay Plan, health insurance, and retirement as well as more discretionary increases such as departmental requests and CIP enhancement.

Respectfully:

Kory Kersavage, Budget Analyst



City Council Staff Report

Subject: Final Budget Adoption
Authors: Nate Rockwood, Jed Briggs & Kory Kersavage
Department: Budget, Debt, & Grants
Date: June 15, 2017
Type of Item: Legislative

Executive Summary:

Staff recommends City Council hold a public hearing on the Adoption of the Final Budget as well as adopt the FY 2017 Adjusted Budget and the FY 2018 Budget by ordinance. Council should also adopt the Fee Schedule resolution that was discussed on May 25 and June 8.

Acronyms

BFO – Budgeting for Outcomes
FY- Fiscal Year
CIP – Capital Improvement Plan
RDA – Redevelopment Authority
FIAR - Financial Impact Assessment Report
URS – Utah Retirement System
LOS – Level of Service
TIF – Tax Increment Financing
LPA – Lower Park Avenue

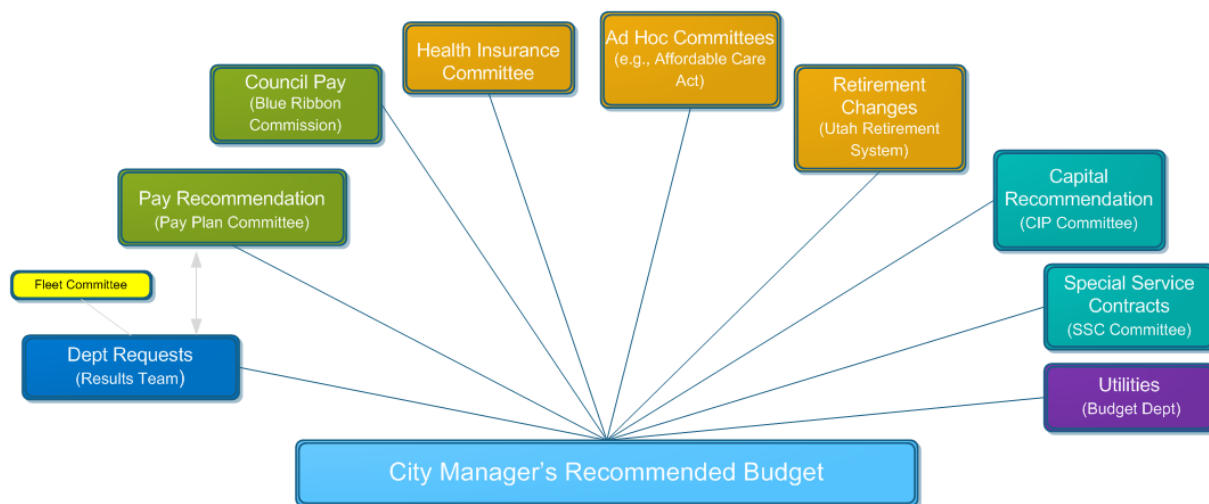
Background:

This budget season will be the second year of the budget biennium. Since March, we have been working on adjusting the FY 2017 Budget (July 2016 – June 2017) as well as developing the FY 2018 Budget (July 2017 – June 2018) and the 5-year Capital Improvement Plan (CIP).

The City Manager's Recommended Budget is constructed drawing upon Council input and direction received during the Council Retreat in February, as well as Council input received during work sessions and study sessions throughout the year. During a Council work session in March, Council was presented with the Financial Impact Assessment Report (FIAR) projection of the City's expenditures and revenues over the next ten years. In essence, the FY18 budget has to fit within the confines of the FIAR's projected expenditure increases (based off of a 10-year historical analysis of an average annual increase of Park City's expenditures), approved by Council. The funding level recommendation has to account for what could be considered inflationary increases like Pay Plan, health insurance, and retirement as well as more discretionary increases such as departmental requests and CIP enhancement.

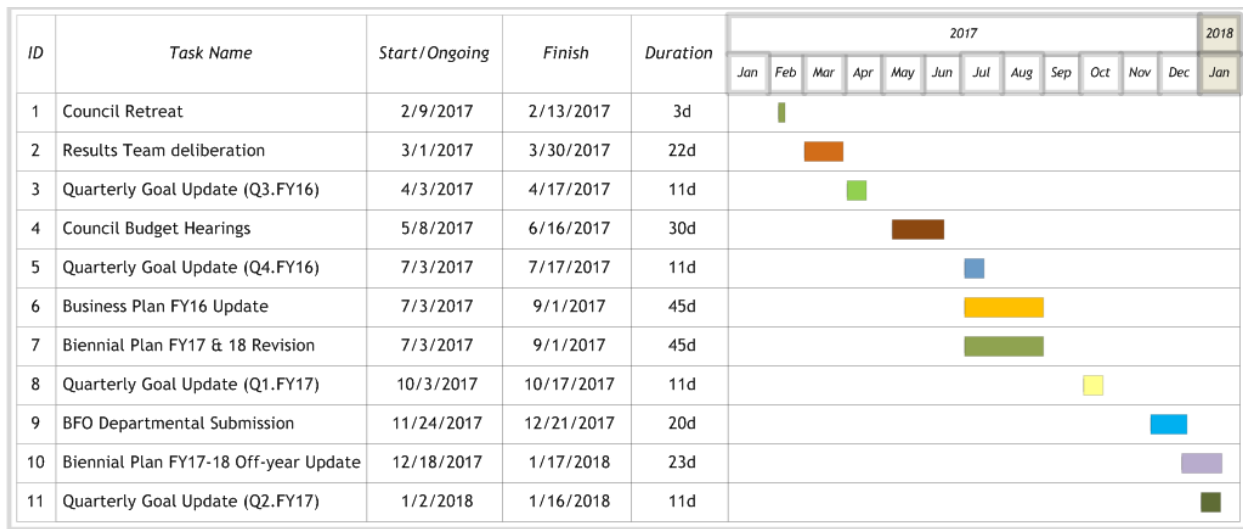
Below are the City's Long-Term Budget Strategies for crafting the City Manager's Recommended Budget:

1. Budget draws upon Council input from Council Retreat and FIAR projections as a guide
 - Priority-driven operating budget based upon Council's Critical and Top Priorities, goals, objectives, and desired outcomes
2. Two-year budget process with fewer budget requests coming in the "off-year" (This year, FY 18 is an "off-year" for the budget)
 - Second-year budget requests that will be considered are ones that
 - i. will come with revenue offsets;
 - ii. are accompanied by expense reductions, or that;
 - iii. are required by law; or
 - iv. are necessitated by market/environment changes that happened since the last budget adoption (since the adoption of the FY17 budget, in this case)
3. The budget proposal is initially developed by several budget committees made up of cross-departmental staff:
 - Committees include Results Team as well as CIP, Pay Plan, Benefit, and Fleet committees and any other ad hoc committees needed for unique circumstances
 - Results Team will make recommendations by considering BFO score, department manager's request, established need, available resources, and performance measures
4. All operating and capital budget requests should be considered during the budget process
5. Any General Fund budget surplus should be used for capital projects



Utah State law requires that the City Manager present to Council a balanced budget at the first regularly scheduled Council meeting in May. A balanced budget is defined by Utah Code: —The total of the anticipated revenues shall equal the total of appropriated expenditures. The proposed budget must be available for public inspection during normal business hours after it has been filed with the City Council. Per state code a tentative budget must be submitted to city council on or before the first scheduled

meeting in May. The council then adopts the tentative budget and then begins to make it its own by modifying and amending it. Between the first City Council meeting in May and the presentation of the Final Budget on June 16, the Council has the opportunity to review the proposed budget, consider public comment, and finally, adopt a balanced budget. Before June 22 the Council must adopt either a tentative budget if the certified tax rate is to be exceeded (tax increase) or a final budget and proposed tax rate (no tax increase). If there is a property tax increase, the Council holds an additional public hearing before adopting the budget in August.



The high level timeline for the strategic planning and budget process was provided to City Council during their annual retreat and is as follows:

The timelines and process for the budget hearings is detailed below:

May 11 – Presentation and adoption of the Tentative Budget, Budget Overview & Timeline, Update of Financial Impact Assessment Report (FIAR), Benefits (pay plan & health insurance) as well as CIP & RDA budgets. Presentation and adoption of the Tentative Budget.

May 25 – Operating Expenditures - Biennial Plan Team Presentations and Fee Changes

June 8 –City Fee Resolution, Council Compensation, Budget Policies, and Outstanding Budget Issues

June 15 – Presentation & Adoption of Final Budget (if no property tax increase – staff is not recommending a property tax increase), or Adoption of Provisional Budget (if property tax will be increased)

Analysis:

Final Adoption of the Budget

Attached to this staff report is an ordinance adopting a Revised Budget for FY 2017 and a Budget for FY 2018 for Park City Municipal Corporation. The budget ordinances for the Municipal Building Authority (MBA) and the Redevelopment Agency (RDA) are also included. State statute requires that annual budgets be adopted by June 22. Council should hold a public hearing for each entity and adopt their respective budgets on June 15.

Changes between the City Manager's Recommended and Final Budget

The following list details the changes made to the City Manager's Recommended Budget between the time it was presented on May 11 up until the final adoption on June 15. These changes have resulted from either (1) a request from Council for an adjustment, (2) a request for an adjustment from the City Manager and staff, or (3) a technical adjustment necessitated by changing projections, correction of previous errors, etc. Changes in the first two categories may have been discussed with Council during the budget hearings previously and are being accounted for here. Here are the following adjustments:

Changes Between Tentative and Final Budget

FY 2017 Adjusted Budget

- Library personnel lines increasing by \$8,000 to adjust for Pay Plan mistake.
- Ice budget increasing by \$45k for marketing and Retail. These are always adjusted based off of actual expenses.
- Self-Insurance Fund is increasing by \$400k. \$350k increase for the claims budget which puts it at \$750k. That gives the City adequate coverage for deductible payments, if needed, after the fiscal year ends. \$50k for insurance premiums increases.
- The negative budget for Vacancy Factor is increasing by \$62k, which is actually a budget decrease. This is based off of personnel actuals compared with the budget in the General Fund.
- Increasing the Dental Self-Funding Budget by \$25k due to an increased usage of dental usage and costs.
- Increasing Fleet Materials, Supplies and Services by \$7k based off of actual expenses.
- Increasing Fleet Fuel budget by \$30k to match actual expenses.
- Grant funding increasing by \$10k. This grant money will be used to pay for drivers to be able to drive existing PC Recreation vans from elementary schools to programs and leagues operated by PC Recreation or Basin Recreation, as well as back to the schools. Low-income students that have expressed interest in attending these leagues or programs have been unable to secure transportation and this grant will allow them to participate. In addition, part of the money will be used for scholarship funding toward new or current program offerings that will benefit low-income students.

- CP0019 Library Development & Donations project budget was increased by \$5,500 to account for a state CLEF grant. The project was also increased \$1,380 to account to the most recent wall mural donations
- CP0089 Public Art project was increased by \$17,000 to account for a restaurant tax grant.
- Donation revenue in capital fund 031, was increased to account for open space revenue in an amount of \$3,500,000, bond amount was increased by 2,708,459, inter-local revenue has been set at \$7,000,000 between FY2017 and FY2018.
- Increasing Golf Car Loan Non-departmental by \$125,000 as a loan to the Golf fund to pay for new golf cars.
- Increased the Golf fund principal payment by \$7,567 and the interest payment by \$527 for new golf cars.
- Increased Workers Compensation revenue by \$17k.
- Water Project Adjustments - The following water projects were adjusted for FY 2017 to set the project budget to zero and reconcile the capital project budget with the budget in the accounting system: CP0141 Boothill Transmission and CP0240 Quinn's Water Treatment Plant.

FY 2017 IFT adjustments (Fund 070 & 071 are debt service funds related to GO and sales tax bonds)

- Increasing Fleet IFT from Transit fund by \$124,200
- Decreasing Fleet IFT from General Fund by \$36,200
- Decreasing Fleet IFT from Water Fund by \$5k
- Decreasing Fleet IFT from Storm Water Fund by \$5k
- 070-40798-09271-000-000 increasing by \$462,696
- 071-39220-00000-000-000 increasing by \$25M
- 071-39221-00000-000-000 increasing by \$2,863,698
- 071-40799-04174-000-000 increasing by \$160k
- 071-40799-09231-000-000 increasing by \$27,708,333

FY 2018 Original Budget

- Building Department personnel increasing by \$33,175 for Senior Building inspector, Building Inspector Supervisor and Plan Check Coordinator pay grade bumps, which is offset by an increase in the Building Permit Fee.
- \$4,969 moving from Recreation personnel to McPolin Barn Personnel based off of where the budget should be spent.
- Self-Insurance premiums line increasing by \$50k to pay for increase to insurance premiums.
- Transportation Operations personnel increasing by \$127,470 for Business Operations Manager.

- City Manager personnel line increasing by \$7,755 to move the City Recorder from contract to FTR.
- Personnel line in City Council budget is increasing by \$3,177 due to increasing Council pay by 2% and adjusting the pay-in-lieu for health insurance according to the new premiums.
- The negative budget for Vacancy Factor in the General Fund is increasing by \$4,173 from FY17.
- Increasing the Dental Self-Funding Budget by \$25k based off of increased usage and actual costs.
- The Dispatch merger with Summit County cost estimates have come in. This required a change in the Police and Dispatch budgets:
 - Decreasing the Dispatch budget by \$306,048 due to the dispatch merger.
 - Moving \$81,922 for a Police Records Clerk from Dispatch budget to Police budget. This is zero-sum change.
 - Decreased Police budget by \$68,906 of new Lieutenant funding, because the Lieutenant won't be hired until halfway through the fiscal year. This is based off of cost savings from dispatch merger, which won't happen until the end of the calendar year.
- Increased the Economy materials budget by \$4k to cover increased expenses for the 4th of July Event.
- Increasing the HR personnel budget by \$8,481 for an increased cost of the contract for the Organizational Development Manager.
- Increasing the Economy personnel budget by \$1,158 for an increased cost of the contract for the Economic Development Project Manager.
- Increasing the Leadership personnel budget by \$5,400 for an increased cost of the contract for the Public Affairs Specialist.
- Increasing the Ice personnel budget by \$3,856 for an increased cost of the contract for the Ice Operations Coordinator.
- Reconfiguring the Recreation and Tennis budgets to make them more effective. These are zero-sum changes:
 - Moving \$513,727 from the PC MARC department to the Recreation Programs department in personnel.
 - Moving \$149,971 from the PC MARC department to the Tennis department in personnel.
 - Moving \$147,380 in Materials, Supplies and Services from the PC MARC budget to the Recreation Programs budget.
 - Tennis Contract Personnel decreasing by \$105k, personnel was miscalculated for Tentative Budget.
- Recalculation of revenues to better reflect actuals:
 - Increased Regional Transit Revenue by \$51,659.
 - Increased Transit Sales tax Revenue by \$27,578.

- Increased Transportation Resort Sales Tax revenue by \$24,875.
- Increased Lower Park RDA budget by \$32,668 for existing personnel. This should have been in the Tentative Budget.
- Increased Community Engagement personnel by \$8k for overlap during personnel transitions.
- Increased Leadership personnel by \$5k to correct a budgeting error from last year.
- Ice materials and supplies have been moved according to actual expenditures. The changes are zero sum.
- Created a non-departmental for Mental Health and added \$60k to fund Summit County mental health initiatives.
- CP0089 Public Art project was decreased by \$7,000 to move funds to a public art operating account, which was increased by the same amount.
- Increased Workers Compensation revenue by \$17k.
- Increased the principal payment in the golf fund by \$30,566 and the interest payment by \$1,811 for new golf cars.

Ice Revenue Adjustments (according to projections)

- 012-34696-00000-000-000 (Vending) increasing by \$4,500
- 012-34728-00000-000-000 (equipment rental) increasing by \$30,000
- 012-34729-00000-000-000 (Non-Ice Rental) increasing by \$7,000
- 012-34696-00000-000-000 (Ice Rental) increasing by \$4,500
- 012-34731-00000-000-000 (Leagues) decreasing by \$41,000
- 012-34732-00000-000-000 (Learn to Play Hockey) decreasing by \$3,000
- 012-34736-00000-000-000 (Skate Services) decreasing by \$1,000
- 012-34737-00000-000-000 (Advertising) decreasing by \$6,000
- 012-34764-00000-000-000 (Freestyle) increasing by \$2,000
- 012-34765-00000-000-000 (Classes) decreasing by \$6,000
- 012-34769-00000-000-000 (Drop-In Programs) decreasing by \$10,000
- 012-34770-00000-000-000 (Fields Rental) decreasing by \$5,000

FY 2018 IFT adjustments (Fund 070 & 071 are debt service funds related to GO and sales tax bonds)

- 071-31112-00000-000-000 increasing by \$2,225,326
- 071-40799-08111-000-000 increasing by \$1,565,000
- 071-40799-08121-000-000 increasing by \$662k
- 071-40799-08151-000-000 increasing by \$2k
- Decreasing the Fleet IFT from Transit by \$175k
- Decreasing the Fleet IFT from Ice by \$1,200

Modifications to Budget Policies & Objectives

- Staff recommends changes to the Economic Development Grant Policy as shown in Attachment A. Changes include modification to evaluation criteria which further

defines the applicants need to tie proposal to the Park City's long term strategic plan in the sectors of: Housing, Transportation, and Energy. It also adds criteria which requires the organization demonstrate substantial benefits towards the central goals of the City's General Plan including:

- Fostering a strong sense of community vitality and vibrancy
- Respecting and conserving the natural environment
- Promoting balanced, managed, and sustainable growth
- Supporting and promoting diversity in people, housing, and affordability
- Supporting a diverse, stable, and sustainable economy
- Preserving a strong sense of place, character, and heritage

The policy also more clearly defines the quarterly application deadlines

City Fee Schedule

The proposed fee schedule changes were presented to Council on May 25 and June 8. The attached redlined fee schedule reflects the changes that have been proposed to Council, and it is recommended that the fee schedule be adopted, as proposed in the attachment.

Adoption of Resolutions and Ordinances

The resolutions and ordinances that are recommended to be adopted are a resolution adopting the City Fee schedule, an ordinance adopting the FY 17 adjusted budget, the FY 18 Final Budget, the Municipal Building Authority (MBA) budget and the Redevelopment Agency (RDA) budget. These budgets will be adopted according to the budget summaries that are attached to their respective ordinances, along with any changes requested by Council, if any.

Department Review:

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

Attachments:

A – Economic Development Grant Policy

B – Budget Summaries

PART II - ECONOMIC DEVELOPMENT GRANT POLICY (ADOPTED JULY 10, 2014)

Annually, the City will allocate up to \$50,000 to be used towards retaining and growing existing businesses and attracting and promoting new organizations that will fulfill key priority goals of the City's Biennial Strategic Plans and General Plan. Funding will be available for relocation and/or expansion of current businesses, and new business start-up costs only.

A. ED Grant Distribution Criteria

Applications will be evaluated on the following criteria in order to be eligible for an ED Grant:

1. **Criteria #1:** The organization must demonstrate a sound business plan that strongly supports prioritized Goals of the current City Economic Development Plan.
2. **Criteria #2:** Organizations must commit to and demonstrate the ability to do business in the City limits no less than three years. Funding cannot be used for one-time events.
3. **Criteria #3:** The organization must produce items or provide services that are consistent with Economic Development Work Plan and be with of the City's General Plan enhances the safety, health, prosperity, moral well-being, peace, order, comfort, or convenience of the inhabitants of the City. The organization must either conditionally agree participate in or expand programs or services or otherwise provide evidence of existing services and initiatives consistent with the goals stated in Park City's long term strategic plan in the sectors of: Housing, Transportation, and Energy. ~~The organization must demonstrate there is more identifiable benefits than detriment when weighed against the balanced goals of the General Plan through the attached score sheet as well as identify areas where the proposal is consistent or inconsistent with the City's biennial strategic plans.~~
3. **Criteria #4 :** The organization must demonstrate substantial benefits towards the central goals of the City's General Plan, including specific and significant commitment to the main sectors of:
 - a. Fostering a strong sense of community vitality and vibrancy
 - b. Respecting and conserving the natural environment
 - c. Promoting balanced, managed, and sustainable growth
 - d. Supporting and promoting diversity in people, housing, and affordability
 - e. Supporting a diverse, stable, and sustainable economy
 - f. Preserving a strong sense of place, character, and heritage
4. **Criteria #45:** Fiscal Stability and Other Financial Support: The organization must have the following: (1) A clear description of how public funds will be used and accounted for; (2) Other funding sources that can be used to leverage resources; (3) A sound financial plan that demonstrates managerial and fiscal competence.

5. **Criteria #56:** Can forecast at the time of application the ability to achieve direct or indirect economic/tax benefits equals to or greater than the City's contribution.
6. **Criteria #67:** The organization should show a positive contribution to diversifying the local economy by increasing year-round business opportunities, creating new jobs, and increasing the local tax base.

The City's Economic Development Program Committee will review all applications and submit a recommendation to City Council, who will have final authority in judging whether an applicant meets these criteria.

B. Economic Development Grant Fund Appropriations

The City currently allocates economic development funds from the Lower Park RDA (\$20,000), the General Fund (\$10,000), and the Main Street RDA (\$20,000). Of these funds, no more than \$50,000 per annum will be available for ED Grants. Unspent fund balances at the end of a year will not be carried forward to future years.

C. ED Grant Categories

ED Grants will be placed in two potential categories:

1. **Business Relocation Assistance:** This category of grants will be available for assisting an organization with relocation and new office set-up costs. Expenses that could be covered through an ED Grant include but are not limited to moving costs, leased space costs, and fixtures/furnishings/ and equipment related to setting up office space within the City limits.
2. **New Business Start-up Assistance:** This category of grants will be available for assisting a new organization or business with new office set-up costs. Expenses that could be covered through an ED Grant include but are not limited to leased office space costs and fixtures/furnishings/ and equipment related to setting up office space within the City limits.
3. **Business Expansion Assistance:** This category of grants will be available for assisting an organization or business with expansion costs. These expansions should increase square footage, increase year-round jobs in city limits and/or increase tax revenue; or demonstrate a venture into an area considered a diversification of our economic base.

D. Application Process

Application forms may be downloaded from the City's www.parkcity.org website available via email from the Economic Development Manager, or within the Economic Development Office of City Hall. Applications will be evaluated and awarded on a quarterly basis.

E. Deadlines

All applications for Economic Development Grants must be received no later than the following dates each year to be eligible for quarterly consideration;

- 1Q – Second Friday in August for the end of the First Quarter (September 30th).
- 2Q – Second Friday in November for the end of the Second Quarter (Dec. 31st).
- 3Q – Second Friday in February for the end of the Third Quarter (March 31th).
- ~~4Q – Second Friday in May for the end of the Fourth Quarter (June 30th).~~
~~September 30th, and December 31st.~~

The City Council will consider in a public meeting any application within ~~30 calendar days~~ 6 weeks of each of the quarterly deadlines. Extraordinary requests outside the scheduled application process may be considered, unless otherwise directed by Council.

Extraordinary requests received must meet all of the following criteria to be considered:

1. The request must meet all of the normal Public Service Fund Distribution Criteria and qualify under the Economic Development Grant criteria;
2. The applicant must show that the requested funds represent an immediate fiscal need that could not have been anticipated before the deadline; and
3. The applicant must demonstrate significant consequences of not being able to wait for the next quarterly review.

Expenditure Summary by Fund and Major Object (FY 2017 Adjusted Budget)

Description	Personnel FY 2017	Mat, Supplies, Services FY 2017	Capital FY 2017	Debt Service FY 2017	Contingency FY 2017	Sub - Total FY 2017	Interfund Transfer FY 2017	Ending Balance FY 2017	Total FY 2017
Park City Municipal Corporation									
011 GENERAL FUND	\$21,293,441	\$6,717,709	\$587,202	\$0	\$300,000	\$28,898,352	\$2,270,784	\$11,282,293	\$42,451,429
012 QUINNS RECREATION COMPLEX	\$783,876	\$412,277	\$6,000	\$0	\$0	\$1,202,153	\$0	\$-4,247,324	\$-3,045,171
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$32,954	\$0	\$0	\$32,954	\$0	\$0	\$32,954
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$26,071	\$0	\$0	\$26,071	\$0	\$0	\$26,071
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$93,316,018	\$0	\$0	\$93,316,018	\$1,285,867	\$35,280,427	\$129,882,312
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$2,394,556	\$0	\$0	\$2,394,556	\$0	\$255,855	\$2,650,411
051 WATER FUND	\$2,958,603	\$3,386,856	\$21,589,114	\$4,507,304	\$100,000	\$32,541,877	\$1,637,962	\$7,522,178	\$41,702,017
052 STORM WATER FUND	\$653,223	\$295,400	\$31,500	\$0	\$0	\$980,123	\$75,000	\$44,877	\$1,100,000
055 GOLF COURSE FUND	\$928,410	\$498,529	\$455,313	\$8,094	\$0	\$1,890,346	\$127,574	\$873,260	\$2,891,180
057 TRANSPORTATION & PARKING FUND	\$6,523,387	\$1,222,956	\$35,792,408	\$0	\$0	\$43,538,752	\$2,754,182	\$3,442,144	\$49,735,078
062 FLEET SERVICES FUND	\$964,100	\$1,662,620	\$10,000	\$0	\$0	\$2,636,720	\$0	\$1,059,336	\$3,696,056
064 SELF INSURANCE FUND	\$0	\$1,746,500	\$0	\$0	\$0	\$1,746,500	\$0	\$183,771	\$1,930,271
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,261,013	\$0	\$2,261,013	\$462,696	\$2,371,332	\$5,095,041
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$4,384,985	\$0	\$4,384,985	\$27,708,333	\$627,961	\$32,721,279
Total Park City Municipal Corporation	\$34,105,040	\$15,942,848	\$154,241,137	\$11,161,396	\$400,000	\$215,850,421	\$36,322,398	\$58,696,110	\$310,868,929
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$25,161	\$750,000	\$0	\$0	\$0	\$775,162	\$1,641,125	\$251,553	\$2,667,840
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$265,447	\$1,502,447
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$24,326,423	\$0	\$0	\$24,326,424	\$0	\$61,453	\$24,387,877
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$90,062	\$0	\$0	\$90,062	\$806,088	\$1,106,080	\$2,002,230
Total Park City Redevelopment Agency	\$25,162	\$1,235,000	\$24,416,485	\$0	\$0	\$25,676,647	\$3,199,213	\$1,684,533	\$30,560,393
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$34,187	\$0	\$0	\$34,187	\$0	\$419,900	\$454,087
Total Municipal Building Authority	\$0	\$0	\$34,187	\$0	\$0	\$34,187	\$0	\$419,900	\$454,087
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$34,130,202	\$17,177,848	\$178,691,810	\$11,161,396	\$400,000	\$241,561,255	\$39,521,611	\$60,800,543	\$341,883,409

Expenditure Summary by Fund and Major Object (FY 2018 Budget)

Description	Personnel FY 2018	Mat, Supplies, Services FY 2018	Capital FY 2018	Debt Service FY 2018	Contingency FY 2018	Sub - Total FY 2018	Interfund Transfer FY 2018	Ending Balance FY 2018	Total FY 2018
Park City Municipal Corporation									
011 GENERAL FUND	\$21,464,113	\$7,848,385	\$388,140	\$0	\$290,000	\$29,990,638	\$2,475,876	\$13,043,341	\$45,509,855
012 QUINNS RECREATION COMPLEX	\$887,134	\$351,215	\$6,000	\$0	\$0	\$1,244,349	\$1,200	\$-4,738,373	\$-3,492,824
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$10,432,890	\$0	\$0	\$10,432,890	\$1,288,297	\$39,816,947	\$51,538,134
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,228,700	\$0	\$0	\$1,228,700	\$0	\$100,855	\$1,329,555
051 WATER FUND	\$3,024,995	\$3,520,546	\$16,690,980	\$4,516,154	\$100,000	\$27,852,675	\$1,678,427	\$4,817,599	\$34,348,701
052 STORM WATER FUND	\$670,594	\$295,400	\$14,500	\$0	\$0	\$980,494	\$75,000	\$239,383	\$1,294,877
055 GOLF COURSE FUND	\$907,519	\$498,529	\$117,215	\$32,377	\$0	\$1,555,640	\$125,111	\$788,455	\$2,469,206
057 TRANSPORTATION & PARKING FUND	\$9,012,206	\$1,640,182	\$8,811,399	\$0	\$0	\$19,463,787	\$2,939,050	\$33,065	\$22,435,902
062 FLEET SERVICES FUND	\$964,546	\$1,587,620	\$10,000	\$0	\$0	\$2,562,166	\$0	\$1,070,570	\$3,632,736
064 SELF INSURANCE FUND	\$0	\$1,296,500	\$0	\$0	\$0	\$1,296,500	\$0	\$47,827	\$1,344,327
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,266,613	\$0	\$2,266,613	\$0	\$2,362,332	\$4,628,945
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$6,439,235	\$0	\$6,439,235	\$0	\$678,567	\$7,117,802
Total Park City Municipal Corporation	\$36,931,107	\$17,038,377	\$37,699,824	\$13,254,379	\$390,000	\$105,313,687	\$8,582,961	\$58,260,568	\$172,157,216
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$57,987	\$750,000	\$0	\$0	\$0	\$807,987	\$1,641,125	\$216,233	\$2,665,345
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$270,447	\$1,507,447
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$1,296,000	\$0	\$0	\$1,296,000	\$0	\$11,372,129	\$12,668,129
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$450,000	\$0	\$0	\$450,000	\$809,490	\$598,590	\$1,858,080
Total Park City Redevelopment Agency	\$57,987	\$1,235,000	\$1,746,000	\$0	\$0	\$3,038,988	\$3,202,615	\$12,457,399	\$18,699,002
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$419,900	\$419,900
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$419,900	\$419,900
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$36,989,094	\$18,273,377	\$39,445,824	\$13,254,379	\$390,000	\$108,352,675	\$11,785,576	\$71,137,867	\$191,276,118

All Funds Combined

Revenue	Actual FY 2015	Actual FY 2016	Actual FY 2017	Adjusted FY 2017	Collection % FY 2017	Original FY 2018
RESOURCES						
Property Taxes	\$18,155,545	\$18,491,389	\$18,225,799	\$18,899,183	96%	\$21,578,011
Sales Tax	\$19,196,824	\$21,212,061	\$19,884,180	\$22,427,169	89%	\$23,505,380
Franchise Tax	\$3,061,207	\$3,185,820	\$2,726,673	\$3,269,000	83%	\$3,351,000
Licenses	\$1,452,619	\$1,488,789	\$1,091,250	\$1,395,183	78%	\$1,412,666
Planning Building & Engineering Fees	\$5,699,680	\$3,439,664	\$3,303,474	\$3,965,000	83%	\$4,565,000
Special Event Fees	\$37,185	\$135,413	\$90,443	\$120,000	75%	\$133,200
Federal Revenue	\$3,124,867	\$566,156	\$7,564,834	\$15,155,809	50%	\$4,820,080
State Revenue	\$2,452,457	\$358,985	\$497,073	\$478,885	104%	\$463,000
County/SP District Revenue	\$100,000	\$50,000	\$187,316	\$7,069,000	3%	\$52,000
Water Charges for Services	\$14,125,896	\$15,162,429	\$15,796,902	\$17,848,500	89%	\$18,698,500
Transit Charges for Services	\$2,200,248	\$2,312,576	\$2,216,180	\$7,160,523	31%	\$5,338,584
Cemetery Charges for Services	\$38,188	\$21,937	\$27,221	\$22,800	119%	\$23,400
Recreation	\$3,353,645	\$3,397,284	\$2,950,382	\$3,521,596	84%	\$3,614,096
Ice	\$757,271	\$749,880	\$777,050	\$769,000	101%	\$750,000
Other Service Revenue	\$99,640	\$90,239	\$57,536	\$90,000	64%	\$90,000
Library Fines & Fees	\$12,456	\$21,407	\$29,632	\$10,000	296%	\$10,000
Fines & Forfeitures	\$970,488	\$1,080,705	\$997,629	\$1,469,200	68%	\$1,469,200
Misc. Revenues	\$2,986,257	\$2,602,787	\$1,115,078	\$1,180,018	94%	\$12,142,181
Interfund Transactions (Admin)	\$5,527,077	\$5,861,114	\$4,591,389	\$5,816,802	79%	\$6,195,964
Interfund Transactions (CIP/Debt)	\$17,418,595	\$9,569,945	\$5,072,617	\$33,704,809	15%	\$5,589,612
Special Revenues & Resources	\$796,792	\$636,167	\$418,659	\$4,383,700	10%	\$1,473,700
Bond Proceeds	\$28,532,387		\$27,863,698	\$111,363,698	25%	\$15,200,000
Beginning Balance	\$76,584,096	\$83,622,487	\$81,763,532	\$81,763,532	100%	\$60,800,543
TOTAL	\$206,683,419	\$174,057,233	\$197,248,546	\$341,883,407	1,837	\$191,276,117

Change in Fund Balance

Fund	Actuals FY 2015	Actuals FY 2016	Actuals FY 2017	Adjusted FY 2017	Increase (red) FY 2017	% Inc (red) FY 2017	Budget FY 2018	Increase (red) FY 2018	% Inc (red) FY 2018
Park City Municipal Corporation									
011 GENERAL FUND	\$10,255,105	\$10,522,730	\$0	\$11,282,293	\$759,563	7%	\$13,043,341	\$1,761,048	16%
012 QUINNS RECREATION COMPLEX	\$-3,497,044	\$-3,814,171	\$0	\$-4,247,324	\$-433,153	11%	\$-4,738,373	\$-491,049	12%
021 POLICE SPECIAL REVENUE FUND	\$29,944	\$32,254	\$0	\$0	\$-32,254	-100%	\$0	\$0	
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$17,257	\$16,386	\$0	\$0	\$-16,386	-100%	\$0	\$0	
031 CAPITAL IMPROVEMENT FUND	\$32,950,023	\$36,922,033	\$0	\$35,280,427	\$-1,641,606	-4%	\$39,816,947	\$4,536,520	13%
038 EQUIPMENT REPLACEMENT CIP	\$1,832,162	\$1,626,711	\$0	\$255,855	\$-1,370,856	-84%	\$100,855	\$-155,000	-61%
051 WATER FUND	\$8,909,527	\$7,275,494	\$0	\$7,522,178	\$246,684	3%	\$4,817,599	\$-2,704,579	-36%
052 STORM WATER FUND	\$0	\$0	\$0	\$44,877	\$44,877		\$239,383	\$194,506	433%
055 GOLF COURSE FUND	\$1,187,987	\$1,325,234	\$0	\$873,260	\$-451,974	-34%	\$788,455	\$-84,805	-10%
057 TRANSPORTATION & PARKING FUND	\$20,105,652	\$19,381,363	\$0	\$3,442,144	\$-15,939,219	-82%	\$33,065	\$-3,409,079	-99%
062 FLEET SERVICES FUND	\$1,145,417	\$1,123,856	\$0	\$1,059,336	\$-64,520	-6%	\$1,070,570	\$11,234	1%
064 SELF INSURANCE FUND	\$607,450	\$968,274	\$0	\$183,771	\$-784,503	-81%	\$47,827	\$-135,944	-74%
070 SALES TAX REV BOND - DEBT SVS FUND	\$6,527,765	\$2,843,028	\$0	\$2,371,332	\$-471,696	-17%	\$2,362,332	\$-9,000	0%
071 DEBT SERVICE FUND	\$1,003,018	\$574,778	\$0	\$627,961	\$53,183	9%	\$678,567	\$50,606	8%
Total Park City Municipal Corporation	\$81,074,263	\$78,797,970	\$0	\$58,696,110	\$-20,101,860	-477%	\$58,260,568	\$-435,542	203%
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$133,527	\$254,047	\$0	\$251,553	\$-2,494	-1%	\$216,233	\$-35,320	-14%
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$59,638	\$260,447	\$0	\$265,447	\$5,000	2%	\$270,447	\$5,000	2%
033 REDEVELOPMENT AGENCY-LOWER PRK	\$555,559	\$746,751	\$0	\$61,453	\$-685,298	-92%	\$11,372,129	\$11,310,676	18,405%
034 REDEVELOPMENT AGENCY-MAIN ST	\$1,340,589	\$1,250,230	\$0	\$1,106,080	\$-144,150	-12%	\$598,590	\$-507,490	-46%
Total Park City Redevelopment Agency	\$2,089,313	\$2,511,475	\$0	\$1,684,533	\$-826,942	-102%	\$12,457,399	\$10,772,866	18,347%
Municipal Building Authority									
035 BUILDING AUTHORITY	\$458,911	\$454,087	\$0	\$419,900	\$-34,187	-8%	\$419,900		
Total Municipal Building Authority	\$458,911	\$454,087	\$0	\$419,900	\$-34,187	-8%	\$419,900		



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

This housing discussion is for the purpose of providing staff guidance on: The 1450/1460 Park Avenue and Central Park Condos housing development pricing of the units; qualifications and eligibility of applicants; preferences and process for selecting buyers from the qualified applicants. Available affordable workforce housing is scarce and these new housing units make progress on and are supported by the City's housing goals and policies.

AMI translates into household income as follows (amounts are rounded):

	60% AMI	80% AMI	100% AMI
One Person Household/Studio	\$43K	\$58K	\$72K
Two Person Household/One Bedroom	\$50K	\$66K	\$83K
Three Person Household/Two Bedroom	\$56K	\$74K	\$93K
Four Person Household/Three Bedroom	\$62K	\$83K	\$103K

Staff recommends:

1. Qualifying applicants based on household income/asset limits of 60% to 80% AMI and ability to obtain financing, employment in the Park City area defined the Park City School District Boundary
2. Preference be given for two units to qualified (income and otherwise) senior and four units to public service and/or safety employees
3. A random lottery style final selection process of qualified applicants
4. Repeating the random lottery style final selection process for qualified applicants with a household income limits of 81% to 100% AMI.

Pricing the housing units lower than 60% AMI will result in applicants who cannot secure financing. Pricing higher than 80% AMI will increase revenues returned to housing funds for future projects, but eliminates the lower range of AMI who do not have other opportunities to buy a home within the community.

Respectfully:

Anne Laurent,

City Council Staff Report



Subject: 1450/1460 Park Avenue & Central Park Condos Housing: Sale Pricing & Buyer Qualification, Preferences, & Selection
Author: Anne Laurent & Rhoda Stauffer
Department: Community Development
Date: June 15, 2017
Type of Item: Work Session

Summary Recommendation

Staff recommends the City Council discuss and provide input on the selection guidelines and sale pricing of eight units at 1450/1460 Park Avenue and eleven units at Central Park Condos. Staff further recommends:

- Pricing and selling the affordable housing units commensurate with a household earning range of 60% to 80% area median income (AMI) for the amounts listed on Attachment A
- Buyer's eligibility to purchase such units will have income/asset limits, require financing approval, and meet the requirement of working within the Park City School District boundaries or retirement from the Park City workforce requirement
- Providing preference for two units to qualified (income cap and otherwise) seniors and four units to public service and/or safety employees
- A random lottery style final buyer selection of qualified applicants
- Qualified applicants above 80% AMI and up to 100% AMI be selected by the same random lottery process if units remain available after the other lower income qualified applicants have been exhausted
- Back-up qualified buyers will also be selected lottery style and placed on a waitlist for any sales that fall through or the next City housing development

Executive Summary

This housing discussion is for the purpose of providing staff guidance on: The 1450/1460 Park Avenue and Central Park Condos housing development pricing of the units; qualifications and eligibility of applicants; preferences and process for selecting buyers from the qualified applicants. Available affordable workforce housing is scarce and these new housing units make progress on and are supported by the City's housing goals and policies.

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Staff's pricing and process recommendations are based on the following goals in order of priority:

1. For the 1450/1460 Park Ave. and Central Park Condo projects prioritize affordability first and sell units to lower household income level buyers at the 60-80% AMI level
 - Households with income levels below 60% are more likely needing a rental property and not unable to obtain needed financing
 - Even though rental units are needed within the community, sale revenues are needed from these earlier affordable housing projects for future projects
 - Unlike these two projects, the anticipated unit mix and types of Woodside Park Phase 2 and Yard South projects lend themselves better to including some apartment style rental units
 - 1450/1460 Park Avenue and Central Park Condo homes are generally smaller studio/one bedroom and two bedroom units (500 to 1,120 square feet), and only one three-bedroom unit (1,350 square feet) all of which have shared surface parking areas
 - By comparison, Park City Heights affordable and attainable units are priced higher between 70% and 117% AMI (\$249,900 to \$506,008) and are larger including: Seven two-bedroom, 46 three-bedroom, and 26 four-bedroom single family townhomes and detached homes ranging from 1,111 to 1,911 square feet plus unfinished basements and garages
2. Offering selection preference, not a mandate, to seniors and workforce that provide basic public needs and safety services in a more inclusionary then exclusionary way for six of the nineteen units. Anyone who receives this preference and not selected for the set-aside units will still be included in the lottery for the other units.
3. Offering the remaining available units, if any, to applicants at a higher household income qualification, 80-100% AMI
4. If units still remain available, return to City Council and consider offering the remaining available units, if any, for sale either at an attainable rate (100-150% AMI), and increase the sale prices commensurate with household income, at market rate with no deed restrictions, or the City retains ownership for rental to City employees
5. Maintain a waiting-list of applicants for consideration to purchase an affordable housing unit in the next available City housing development. This waiting list would not receive a preference for the next City housing development, unless City Council designates a preference.

Policy questions staff requests City Council discuss:

- Does the City Council agree with staff's recommended priorities above including prioritizing: Selling the units (versus renting); a lower initial target range household AMI; income/asset caps; local work requirements; and offering some preference units for seniors and public service and safety personnel?
- Does the City Council agree with staff's recommended sale pricing?

- Does the City Council agree with the next steps of offering units to higher household AMI levels if units are still available (100-150% household AMI, market rate, or retain units for rental)?
- Are there other price, preference, or process considerations the City Council would like staff to consider?

Acronyms

AMI	Area Median Income
HOA	Homeowner Association
HUD	US Department of Housing and Urban Development

The Problem and Opportunities

Park City housing costs continue to increase at a faster rate than the area median income (AMI). The majority of Park City's local workforce commutes into town to work and contributes to the increased traffic congestion on Park City's main access roads, highways 224 and 248. The profitable housing market continues to overshadow the incentives offered by the City or through federal programs to develop affordable or attainable housing. Due to this marketplace failure, the City has stepped up to act as a developer of affordable housing as well as proactively considers and negotiates public/private development partnerships. The past developments of affordable housing have been and are successful in many ways, but there have also been challenges and lessons learned that continue to improve staff's recommendations and implementation of designing, developing, and regulating affordable housing in the community.

Challenges:

1. Inadequate inventory of affordable units
2. Complicated negotiations between public and private parties when both were involved in the development
3. Homeowner Association (HOA) costs to maintain common area and capital improvements
4. HOA's with mixed market rate and affordable unit membership raising HOA fees
5. Affordable units that were sold without income qualification or Park City employment requirements
6. Some residents violating deed restrictions
7. Changing demographics of workforce and housing needs
8. Plat and deed restriction language has changed over time and is inconsistent
9. Owners no longer work locally

Lessons Learned:

1. City now acting as an affordable housing developer
2. Separate market and affordable HOAs whenever possible
3. Sell units with income qualifications and Park City employment requirements (excluding retirees).
4. HOA fees:
 - Ensure short and long term maintenance and replacement costs are adequate but affordable.

- Keep rates affordable when there is a mixed market rate and affordable development.
- 5. Increase ongoing compliance monitoring by the City
- 6. Evaluate and update affordable housing preferences to meet the communities senior and essential personnel needs for each new development
- 7. Update past plat and deed language when opportunities arise to ensure long term affordability of the unit
- 8. Evaluate the legality and enforceability of deed restriction language that would require the owner to sell the unit within some period of time, such as one year, if they no longer worked locally (retirement excluded) or the unit ownership being transferred to a family trust where income qualification and caps and place of employment cannot be verified.

Background

Affordable housing is one of City Council's three Critical Priorities and has been an annual City Council goal since the early 1990s. In 2016, Council established a goal of 800 additional affordable units by 2026 with an interim goal of 220 units by 2020.

Goal seven of the General Plan states "Create a diversity of primary housing opportunities to address the changing needs of residents" and goal eight states: "increase affordable housing opportunities and associated services for the workforce of Park City" ([Link here to pages 70-77 of the Sense of Community section of the General Plan](#)) All efforts and issues identified here are to increase the number of units affordable to members of Park City's workforce. General Plan objectives that are addressed by this work include:

- 7A - Increase diversity of housing stock to fill void within housing inventory.
- 7E - Create housing opportunities for the city's aging population.
- 8A - Provide increased housing opportunities that are affordable to a wide range of income levels.
- 8C - Increase housing ownership opportunities for workforce within primary residential neighborhoods.

A Housing Needs Assessment completed in the fall of 2016 by James Wood of the University of Utah states that the City needs both rental and for-sale housing. Based on existing affordable stock and the economic profile of the workforce currently commuting, new units should be targeted to households at 30-60 percent of AMI for rental properties (\$26,500 to \$53,136 in annual income) and 60 to 100 percent of AMI for homeownership units (\$53,136 to \$88,560 in annual income).

The 1450/1460 Park Avenue housing development consists of eight single-family detached homes including:

- (2) 1-bedroom homes, 750 square feet
- (5) 2-bedroom homes, 1,120 square feet
- (1) 3-bedroom home, 1,350 square feet
- Surface parking

1450/1460 Park Avenue Project Timeline:

- March 2015, Council provided direction to proceed with a City-sponsored housing development at 1450/60 Park Avenue.
- August/October 2015, Council was provided a number of site plan options and a plan was selected that converts the two historic homes into one-bedroom houses and new construction of five, two-bedroom homes and one, three-bedroom home. The net new addition to housing inventory is eight.
- January 2016, the historic preservation plan for the two historic houses was reviewed by the Historic Preservation Board. Additional information was requested and follow-up occurred at the February 2016 meeting of the Historic Preservation Board, at which time the plan was approved.
- July 2016, a Conditional Use Permit (CUP) application for the parking access on Sullivan Avenue was reviewed and approved by the Planning Commission.
- October 2016, construction contract was awarded to North Ridge Construction for \$2.2MM
- Anticipated June 2017 CUP application Planning Commission public hearing for final parking configuration.
- Anticipate completion of construction fall 2017

The Central Park Condos multi-family housing development consists of eleven condominium units (stacked flats) including:

- 1 studio, 500 square feet
- (10) 2 bedroom units, 855 or 1,050 square feet
- Surface parking beneath building

Central Park Condos Project Timeline:

- February 2016, staff received offer letter from developer
- May 2016, staff negotiated integrating additional sustainable design elements
- August 2016, staff received a draft purchase agreement
- April 2017, a final purchase agreement was approved and signed (\$4.3MM)
- Anticipated October 2017 completion of construction and closing/completion of purchase

Sustainable amenities on both projects include solar panels, building insulation that exceed current code requirements, low flow plumbing fixtures and energy star rated electrical appliances.

On May 22, 2017, in partnership with Mountainlands Community Housing Trust, an application was made available to the public and announced four different affordable housing developing opportunities ([link to application](#)): The City's projects, 1450/1460 Park Avenue and Central Park Condos; and Mountainlands Silver Creek Village and Discovery projects. Applications are being received as of June 5th through June 30th. As of June 9th, 26 applications were received and most indicated the Park City projects as their preference. City staff will not be opening or reviewing the applications until after June 30th. There is a possibility the deadline will be extended into July if needed.

There has been a notable amount of public outreach on affordable housing upcoming opportunities. The availability of the affordable housing application was announced on KPCW on May 22nd ([link to announcement](#)) and the Park Record in May 26th ([link to article](#)). The Park Record reported on the City's purchase agreement of Central Park Condos on May 9th ([link to article](#)). City staff and Mountainlands Community Housing Trust staff participated and provided project information about the upcoming availability of affordable housing at the Homeownership 101 classes sponsored by the Park City Board of Realtors on May 8th and 15th. Staff provided handout information on all affordable housing projects in progress at the City's Spring Projects open house on March 15th.

Based on the outcomes of this discussion, staff will provide additional outreach through the local media. Currently, applications are being accepted up to 100% household AMI. If City Council chooses to sell the units to households with higher incomes, application deadlines should be extended to allow interested parties with higher incomes to apply.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Price these 19 units and income qualify applicants as outlined in Attachment A limiting household earnings to a maximum range of 60% to 80% household AMI, and:
 - Buyer's eligibility to purchase such units will be an income/asset qualification, ability to secure necessary financing, and meeting the Park City employment or retirement requirement
 - Preference for two senior and four essential personnel units across these 19 units. 13 units will only have the income restriction and will also be available for seniors and essential personnel; however senior and essential personnel will not have any preference granted for the 13 units.
 - Final buyer selection will be a random lottery style selection of qualified applicants
 - Back-up qualified buyers will also be selected lottery style and placed on a waiting list for any sales that fall through
 - Qualified applicants above 80% household AMI and up to 100% household AMI will be considered if units remain available after the other lower income qualified applicants have been exhausted

Pros

- a. Provides priority to an income range that is not eligible for Park City Heights affordable housing units, which are priced between 70% to 117% AMI
- b. Supports the adopted General Plan goals and objectives
- c. Makes positive progress on the City Council's three critical goals; primarily by increasing the affordable housing stock, but also through mitigation employee commuting and building environmentally sensitive structures above what is required by code
- d. Random selection of qualified buyers eliminates complaints about potential subjectivity and biases influencing buyer selection

Cons

- a. Qualified applicants above 80% household AMI and up to 100% household AMI may not receive a unit in these projects
- b. People who desire a unit will be disappointed if they do not receive one, however this is not a unique con to the recommended option

Consequences of Selecting This Alternative

The impacts of increasing the affordable housing stock inventory are all positive toward maintaining a sustainable economy, environment and making progress on the City Council's three critical priorities of energy, housing, and transportation. Physical impacts such as height, parking, etc. are mitigated through the Land Management Code and standard regulator processes.

- 2. Null Alternative:** The City could retain ownership of the affordable units and rent them rather than sell them.

Pros

- a. Additional affordable rental units are needed in the community
- b. Can monitor renter's continued need more easily

Cons

- a. Needed revenues from the sale of these affordable units are not recouped and returned to the affordable housing funds for future projects.
- b. The City will add costs at a rate of \$50 per month plus labor and out of pocket maintenance and replacement costs per unit to the current management contract. Maintenance costs are not likely to be high with new units that are under builder warranties. This doesn't include City staff time to oversee the management company.

- 3. Other Alternatives:** The City Council could chose to raise or lower the proposed sale pricing of the units and/or alter the recommended buyer qualification or preferences based on the policy questions staff request the City Council discuss.

Analysis

Sale Pricing

Why did staff recommend pricing and income cap target to be 60% to 80% household AMI?

In December of 2016, Park City Heights released ten affordable housing units, four single-family townhomes and six detached homes. Another four townhomes and six detached homes have been already or will be released for sale in 2017. Over the period of seven years, seventy-nine total affordable housing units will be made available for the Park City workforce priced between \$249K and \$509K. The majority of the units are priced between \$329K and 465K and 90% to 100% household AMI. In general, the 1450/1460 Park Avenue and Central Park Condos are smaller units and do not have the two car garages and unfinished basements offered at Park City Heights. These projects offer an opportunity to serve a lower household income than Park City Heights while still meeting our revenue return goals for future affordable housing development. Attachment B shows the projects costs and revenues.

Cost Comparisons

Project	# of units	Construction Costs*	Per Unit
Snow Creek Cottages	13	\$ 4,318,430	\$ 332,187
1450-1460 Park Avenue	8	\$ 2,412,000	\$ 301,500
Woodside Park	68	\$ 21,100,000	\$ 295,588
Central Park Condos	11	\$ 3,630,000	\$ 330,000

*Does not include cost of land.

Sales pricing on past and projected estimates on future projects

Project	# of units	Confirmed and estimated sales prices
Snow Creek Cottages	13	2 br/\$228,000 and 3 br/\$264,000
1450-1460 Park Avenue	8	\$192,153 to \$280,291
Woodside Park	71	\$200,000 to \$350,000 est.
Central Park Condos	11	\$168,136 to \$288,300

Qualification/Eligibility

Why qualify applicants for eligibility to purchase an affordable housing unit?

In general, the qualification requirements for applicants are the same from past affordable housing projects and include:

- Full time employee of business located in the City for at least two years as defined by the Park City School District Boundary or a retired person who has established employment history in Park City
- Appropriateness of household size to available unit size
- Within the income (including assets that are able to be liquidated) cap of no more than 80% household AMI for the first round selection and 100% household AMI for the second round selection
- Approved for financing
- Completed required homeownership training
- Completed application

For City developed projects such as Snow Creek, there was an income cap of \$120K (approximately 130% household AMI at the time) including their liquid assets (based on a US Department of Housing and Urban Development, HUD) formula established in order to qualify to purchase a unit. For private development of affordable housing units, the City did not historically required an income cap for eligible buyers except for Silver Star where the developer requested the restriction. The philosophy at the time was that the restriction limiting the future sale value of the unit was enough of a deterrent from anyone who made above 100% household AMI from purchasing the units. With a widening of the gap between AMI and the available market rate housing, this philosophy is no longer sufficient.

Preferences

Preferences are a good tool to ensure certain categories of qualified applicants are assured a certain amount of the available housing units. Selection preferences in the past have translated into an extra ping pong ball in the lottery style basket of qualified applicants. Instead, for the 1450/1460 Park Avenue and Central Park Condos selection process, staff is recommending a set amount of applicants (six total is recommended)

will be selected first out of the pool of applicants with a senior or public service and safety preference. Any applicant with a preference that is not selected for the first six units, or some other number of units the City Council decides is appropriate, will also be included in the selection pool for the remainder of the available units. It is the intent of staff to offer preference to applicants that are otherwise income/asset and employment qualified. If the City Council chooses to not require the income/asset qualification for the preference applicants, the application process and public outreach will have to be revised and the deadline to submit an application extended.

On June 8, 2017 City Council discussed senior community needs and expressed a desire to do more for the senior population in terms of housing and services within the City and Summit County. It was clear from the seniors participating in the discussion; they prefer a larger development dedicated to seniors for many levels of independent living and assisted living with associated services and are seeking a larger parcel of land (seven to ten acres) at an affordable price. Preference was given to seniors at two of the Snow Creek Cottages and no seniors were interested in the adaptable units, however one senior purchased a non-adaptable unit. Staff is again recommending the two historic homes on Park Avenue that are being fully renovated as single level homes with accessibility adaptability and qualified seniors should be given a preference for ownership. If no senior qualified applicants are received, staff recommends the units be made available to seniors without an income/asset cap or to any qualified applicant.

On March 9, 2017 City Council had a discussion about housing for City employees and the community importance to retain quality and available employees in service jobs such as government, healthcare, public education, and public safety. This report does not address the need for employer provided housing in Park City and only mentions this past, very general, discussion as a basis for offering some preference in the selection process for these new affordable housing units. Staff is recommending all qualified applicants (including income/asset cap) who work for the Public School District, Fire District, medical personnel, and the City or County, as long as their primary office location is within the Park City School District boundaries AND their regular commute distance to work is reduce by relocating, should receive a preference for ownership of four of the nineteen units. The intent is to be more broad than exclusive for this preference. Applicants who meet these criteria and who are not selected for one of the preference units will also be included in the general lottery selection.

Selection Process

Staff anticipates more qualified applicants than available units for purchase. The good news is there are other upcoming projects such as Mountainlands Silver Creek Village and Discover Projects, and the City's Woodside Park (Lower Park Avenue) and Yard South (Bonanza Park behind Boneyard and Blind Dog) for anyone who does not receive the opportunity to purchase a unit within the 1450/1460 Park Avenue and Central Park Condos developments.

In order to keep the process as fair and defensible as possible, and anticipating there will be disappointed applicants, it is recommended that final selection is done by a

lottery as a random selection. Qualified applicants with preferences (60-80% household AMI) will be pooled and selected from first for the selected number of units. Next, all qualified applicants (60-80% household AMI) will be pooled and selected for the remainder of the units, including applicants with preferences who were not selected for the set-aside units. If any units remain available, the above process will be repeated for qualified applicants (81-100% household AMI). Lastly, remaining qualified applicants will be selected until no more remain and placed on a waiting list in order and in case any of the unit sales fall through.

Ongoing Regulation

Staff is researching the City's ability to require the owner of an affordable unit, through more restrictive deed language, to sell their unit once they are no longer income qualified or no longer work full time within the Park City School District boundaries as defined by the initial buyer qualification. In general, it will likely be difficult and a high standard to meet in order to evict an owner of an affordable home. Rental units are easier to require ongoing income and employment qualification compliance. If this ongoing compliance is possible, it does better maintain the units for Park City's workforce. There would be a need to provide a timeframe for the owners to sell the unit or to regain employment in Park City. Additionally, adding language restricting the amount of rent that can be charged to a roommate is recommended.

The following projects currently in construction or design are making good progress on the City Council's affordable housing goal:

Project	Total Units	% of Goal
City Projects		
1450-1460 Park Avenue	8	1.00%
Central Park	11	1.38%
Woodside Park Phase I	13	1.63%
Woodside Park Phase II	55	6.88%
Yard South	~50	6.25%
Total City projects	137	17.13%

Outstanding Developer Obligations currently in the pipeline		
Empire Pass Lot 3 VEPN - Bldg 3	1.1	0.14%
Empire Pass Lot 2 VEPN - Bldg 4	2	0.25%
Empire Pass Tower Residential - Bldg 1	1	0.13%
Empire Pass B2 East Subdivision	4.2	0.53%
Park City Heights	20	2.50%
Total Housing Obligations	28.3	3.54%

Total by late 2018	165.3	20.67%
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Below are highlights from Park City's 2016 Housing Market Assessment prepared by Jim Wood based on the US Department of Housing and Urban Development (HUD) Comprehensive Housing Affordability Strategy (CHAS) and HUD Office of Community Planning and Development (CPD) Mapping Tool, US Census Bureau, Utah Department of Workforce Services and US Census data: Longitudinal Employment Household Dynamics (LEHD).

- There are 497 affordable units in Park City – 398 rental units and 99 owner-occupied.
- Park City is ahead of the game in many ways as compared to other Utah municipalities – in the development requirements of the Housing Resolution, the commitment of funds and the use of city-owned property for affordable housing development.
- Based on a growth rate of less than one percent annually, Park City is just under 3,200 households.
- There is a shortage of rental units overall since new development of rental apartment buildings hasn't occurred for more than 20 years. Specifically, the City has a 200 unit shortage for households with incomes at or below 30 percent of AMI (\$26,500 annual household income for a family of 3).
- There is also a shortage of rental units for households earning 80 percent of AMI and above (\$70,848 annual household income for a family of 3).
- There are no for-sale units that are affordable to households at 100 percent of AMI (\$88,560 annual income for a family of three) with the exception of Park City Heights.

About 15 percent of Park City's workforce lives within City limits and another 17 percent live within the Park City School District boundaries. Sixty eight percent (8,170 people) of Park City's workforce are commuting into Park City from outside Summit County.

The breakdown of annual wages for the 8,170 commuters is as follows:

- 40 percent have incomes at or below 30 percent of AMI (annual household incomes less than or equal to \$26,500 annually);
- 32 percent have incomes between 31 and 60 percent of AMI (annual household incomes between \$26,501 and \$60,000); and
- 28 percent have incomes above 60 percent of AMI (annual household incomes greater than \$60,000).

Department Review

Budget, Community Development, and Executive departments and the Office of the City Attorney.

Funding Source

The 1450/1460 Park Ave. and Central Park Condos Projects are funded by the Lower Park Avenue Redevelopment Agency (RDA). Proceeds from the sale of the units will be returned to the RDA fund for future affordable housing procurement or development.

Attachments

- A Staff Recommended Pricing of Housing Units
- B Project Costs Spreadsheet

Attachment A

1450/1460 Park Avenue

Description	Income target	AMI	Price	AMI	SF	% of Total	votes	Monthly fee example
1br Historic home on Park Avenue	\$49,620 - \$57,890	60-70%	\$192,153	60%	750	8.88%	0.75	142.01
2 br inner courtyard	\$65,142 - \$74,448	70-80%	\$270,281	75%	1120	13.25%	1.00	212.07
2 br inner courtyard	\$65,142 - \$74,448	70-80%	\$270,281	75%	1120	13.25%	1.00	212.07
3 br on Sullivan Ave	\$62,040 - \$72,380	60-70%	\$280,291	70%	1300	15.38%	1.50	246.15
1 br Historic home on Park Avenue	\$49,620 - \$57,890	60-70%	\$192,153	60%	800	9.47%	0.75	151.48
2 br inner courtyard	\$65,142 - \$74,448	70-80%	\$270,281	75%	1120	13.25%	1.00	212.07
2 br inner courtyard	\$65,142 - \$74,448	70-80%	\$270,281	75%	1120	13.25%	1.00	212.07
2 br on Sullivan Avenue	\$55,836 - \$65,142	60-70%	\$252,262	70%	1120	13.25%	1.00	212.07
totals			\$1,997,983		8450	100.00%	8.000	1600.00

Central Park Condos

Unit	Description	Income target	AMI	Price	AMI	SF	% of Total	votes	Monthly fee example
F1	2br/2ba first floor	\$65,142 - \$74,448	70-80%	\$288,300	80%	1050	10.90%	1.20	\$239.75
F2	studio first floor	\$43,418 - \$50,254	60-70%	\$168,136	60%	500	5.19%	0.57	\$114.17
F3	2br/1ba first floor - Rail Trail side	\$65,142 - \$74,448	70-80%	\$270,281	75%	855	8.87%	0.98	\$195.23
F4	2br/1ba first floor - Rail Trail side	\$65,142 - \$74,448	70-80%	\$270,281	75%	855	8.87%	0.98	\$195.23
F5	2br/1ba first floor	\$55,836 - \$65,142	60-70%	\$252,262	70%	855	8.87%	0.98	\$195.23
M1	2br/2ba second (top) floor	\$65,142 -	70-	\$288,300	80%	1050	10.90%	1.20	\$239.75

		\$83,754	90%						
M2	2br/2ba second (top) floor	\$65,142 - \$83,754	70- 90%	\$288,300	80%	1050	10.90%	1.20	\$239.75
M3	2br/1ba 2nd floor (middle) - Rail Trail side	\$65,142 - \$74,448	70- 80%	\$270,281	75%	855	8.87%	0.98	\$195.23
M4	2br/1ba second floor (middle)	\$55,836 - \$65,142	60- 70%	\$252,262	70%	855	8.87%	0.98	\$195.23
T1	2br/1ba third/top floor - Rail Trail side	\$65,142 - \$74,448	70- 80%	\$270,281	75%	855	8.87%	0.98	\$195.23
T2	2br/1ba third/top floor	\$65,142 - \$74,448	70- 80%	\$270,281	75%	855	8.87%	0.98	\$195.23
totals				\$2,888,965		9635	100.00%	11.000	\$2,200

Attachment B - Project Costs & Sales Spreadsheet

1450-1460 Park Avenue (Recommended AMI)												
AMI %	Unit Type	Total Sq./Ft	Bedroom per Unit	# of Units per Type	Sq./Ft per Unit	Cost per Sq./Ft W/O Land** (average)	Estimated Construction Per Unit	Cost of Land Per Unit	Total Cost per Unit	Sale of Housing Unit	Total Subsidy	Total Subsidy Without Land
60%	One Bedroom	1,500	1	2	750	\$ 307	\$ 230,524	\$ 133,929	\$ 364,452	\$ 192,153	\$ 172,299	\$ 38,370
75%	Two Bedroom	5,600	2	5	1,120	\$ 307	\$ 344,249	\$ 200,000	\$ 544,249	\$ 270,281	\$ 273,968	\$ 73,968
70%	Three Bedroom	1,300	3	1	1,300	\$ 307	\$ 399,574	\$ 232,143	\$ 631,717	\$ 280,291	\$ 351,426	\$ 119,283
TOTAL		8,400		8	3,170		2,581,864	1,500,000	4,081,864	2,016,002	2,065,862	565,862

* Purchase price for the land was \$1.5M - This cost is not counted against the \$40 million affordable housing funds

** Includes construction, site preparation, permits & fees, design & 15% contingency

AMI per Two Bedroom unit is show at 75% AMI, staff has recommended 4 units at 75% and 1 unit at 70% (Total Sale of Housing \$1,997,983 (difference -\$18,019))

Percentage Subsidy	51%	22%
Subsidy Per Unit	\$ 258,233	\$ 70,733

ROI Construction Cost	78%
ROI Total Cost	49%

Central Park (Recommended AMI)												
AMI %	Unit Type	Total Sq./Ft	Bedroom per Unit	# of Units per Type	Sq./Ft per Unit	Cost per Sq./Ft W/O Land* (average)	Estimated Construction Per Unit*	Cost of Land Per Unit*	Total Cost per Unit	Sale of Housing Unit	Total Subsidy	Total Subsidy Without Land
60%	Studio	500	1	1	500	\$ 377	\$ 188,376	\$ 36,222	\$ 224,598	\$ 168,136	\$ 56,462	\$ 20,240
75%	2 Bedroom	5,985	2	7	855	\$ 377	\$ 322,122	\$ 61,940	\$ 384,062	\$ 270,281	\$ 113,781	\$ 51,842
80%	2 Bedroom	3,150	2	3	1,050	\$ 377	\$ 395,589	\$ 76,066	\$ 471,655	\$ 288,300	\$ 183,356	\$ 107,289
TOTAL		9,635		11	9,635		3,630,000	698,000	4,328,000	2,925,001	1,402,999	704,999

Percentage Subsidy	32%	19%
Subsidy Per Unit	\$ 127,545	\$ 64,091

* Project includes total cost (land and construction cost) of \$4,328,000. Cost per Sq./Ft and land value are estimated for comparison only.

AMI per Two Bedroom unit is show at 75% AMI, staff has recommended 5 units at 75% and 2 unit at 70% (Total Sale of Housing \$2,888,965 (difference -\$36,036))

ROI Construction Cost	81%
ROI Total Cost	68%



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

There are three (3) Board of Adjustment (BOA) vacancies available for appointment, two members and an alternate member. One (1) of the vacancies is a holdover from 2016 as the Planning Department advertised the available position and did not receive applications for the vacant position. City Council interviewed for the vacancies were held on June 8, 2017.

Based on City Council's direction, staff recommends that the City Council appoint Stefanie Wilson to the Board of Adjustment as the alternate, and appoint (from alternate) Dave Robinson to serve on the Board of Adjustment for five year term beginning June 2017. Reappoint Jennifer Franklin to the Board of Adjustment, with the board member term ending in June 2021.

Respectfully:

Michelle Kellogg, City Recorder

City Council Staff Report

Subject: Board of Adjustment (BOA) Appointments
Author: Louis Rodriguez
Date: June 15, 2017
Type of Item: Administrative



Summary Recommendations

Based on City Council's direction, staff recommends that the City Council appoint Stefanie Wilson to the Board of Adjustment as the alternate, and appoint (from alternate) Dave Robinson to serve on the Board of Adjustment for five year term beginning June 2017. Reappoint Jennifer Franklin to the Board of Adjustment, with the board member term ending in June 2021.

Executive Summary

There are three (3) Board of Adjustment (BOA) vacancies available for appointment, two members and an alternate member. One (1) of the vacancies is a holdover from 2016 as the Planning Department advertised the available position and did not receive applications for the vacant position. City Council interviewed for the vacancies were held on June 8, 2017.

Background

In order to avail the City of the powers provided in Chapter 9 of Title 10 of the Utah Code (1953, as amended), there is hereby created a Board of Adjustment, which shall consist of five (5) members. There shall also be one non-voting alternate to vote when a regular member is absent. Members shall be appointed by the Mayor with the advice and consent of the City Council. The Council may fix per diem compensation for the members of the Board of Adjustment by resolution, based on necessary and reasonable expenses for meetings actually attended. All members of the Board of Adjustment shall reside within the City limits, and are deemed to have resigned if they move their residence from the City limits. The Board of Adjustment was created pursuant to the Utah Code with the following authority:

(A) The Board of Adjustment shall hear and decide:

- (1) Appeals from zoning decisions applying Title 15, Land Management Code;
- (2) Variances from the terms of the Land Management Code.
- (3) Appeals and call-ups of Final Action by the Planning Commission at the request of the City Council for City Development.
- (4) Appeals of Final Action by the Planning Staff on Historic District Design Review applications when the Historic Preservation Board takes part in the review and Final Action.
- (5) Appeals of Final Action by the Historic Preservation Board on Determination of Significance applications.

(B) The Board of Adjustment shall make determinations regarding the modification of Non-Conforming Uses and shall hear appeals on the determination of Non-Conforming or Non-Complying status by the Director of the Planning Department, as provided in Title 15, Chapter 9.

Analysis

Staff noticed the three Board of Adjustment vacancies on the City's website, through the Park Record, as well as posting vacancies at City Hall from April 8, to April 28, 2017. Staff received four applications, two from members who were eligible for reappointment, and two from new applicants who had not applied to the Board of Adjustment before.

Department Review

City Manager, Legal Department, and Planning Department

Alternatives

- **A. Approve the Request:**
Make the appointments to ensure a fully staff and legally constituted Board of Adjustment.
- **B. Deny the Request:**
Make alternative appointments or reopen the recruitment process.
- **C. Continue the Item:**
Continue the appointments to a future date.

Recommendation

Based on City Council's direction, staff recommends that the City Council appoint Stefanie Wilson to the Board of Adjustment as the alternate, and appoint (from alternate) Dave Robinson to serve on the Board of Adjustment for five year term beginning June 2017. Reappoint Jennifer Franklin to the Board of Adjustment, with the board member term ending in June 2021.



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

Launched in October 2016 to support Council's top priority of Community Engagement, the Park City Council Community Outreach Series has served as an opportunity to connect Council with members of the Park City community for informal discussion of city issues and projects. These events have been positively received by residents and Council members.

Staff would like to provide a review of the Series to date, as well as suggestions for upcoming summer events. Staff welcomes continued feedback from Council on improvements to support this successful community engagement initiative.

Respectfully:

Linda Jager, Community Engagement Manager



2016-17 Council Outreach Series Review & Recommendation for Summer 2017 Council Outreach Events

Overview

Launched in October 2016 to support Council's top priority of Community Engagement, the Park City Council Community Outreach Series has served as an opportunity to connect Council with members of the Park City community for informal question and answer sessions. These events have been positively received by residents and Council members.

Events have been scheduled for the last Tuesday of the month (unless otherwise noted), and vary in time and location to ensure residents have an opportunity to attend an event at their convenience. All events were publically noticed. Notes of citizen questions and responses by individual Council members or city staff have been taken and presented to Council in a staff communications report at the regularly scheduled Council meeting following each event.

The following is a recap of events, hosts, and attendance to date:

<u>Date</u>	<u>Format/Location</u>	<u>Hosts</u>	<u>Attendance</u>
10/24	Coffee with Council (am) Park City Coffee Roasters @ Library	Henney/Worel	40
11/28	Coffee with Council (pm) PC Library Community Room	Beerman/Gerber/Thomas	25
1/3	Après with Council Old Town Cellars (pm)	Beerman/Gerber/Henney/Matsumoto	40
1/31	Coffee with Council (am) Park City Coffee Roasters @ Library	Matsumoto/Worel	25
2/28	Coffee with Council (pm) Park City Coffee Roasters @ Library	Beerman/Matsumoto	25
3/28	Après with Council (pm) The Spur	Gerber/Thomas	50
4/25	Coffee with Council (am) Park City Coffee Roasters @ Library	Beerman/Henney	40
5/30	Coffee with Council (pm) PC Library Community Room	Matsumoto/Worel	25

6/27 PROPOSED: Coffee with Council (am) TBD
Park City Coffee Roasters @ Library

Suggested Format for July-September:

- **MIMBY (*Mayor & Council in My Backyard*)** - Hosted in various Park City neighborhoods in collaboration with homeowners associations. Resident offers to host and invites neighborhood residents to attend, pot-luck/BYOB. Host and neighborhood (Prospector) confirmed for 7/25. City staff will reach out to neighborhood HOAs to schedule events and coordinate with Council members.

Special Topic Community Meetings:

The Coffee with Council meeting format has been highly successful in providing the community with an opportunity to bring their issues to City Council members for discussion.

Council has requested staff to research format and potential topics for Council-Community discussion on a focused topic of City Council's choosing, such as Special Events.

For these meetings, where City Council is selecting the topic and, to meet City Council's desire to allow all citizens equal access to provide feedback to City Council, staff recommends these meetings be held in one of two formats:

1. City Council could host a meeting or a series of meetings in the City Council Chambers, either at the dais or, more informally, at the back of the room. Because City Council would be seeking citizen input on a policy question, the meetings would be publically noticed, be recorded and have minutes produced; or
2. City Council could direct staff to set up one large meeting/community forum in a central location or a series of meetings in public places around the community. Like the meetings in City Council Chambers, because City Council would be seeking citizen input on a policy question, the meetings would be publically noticed, be recorded and have minutes produced.



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the minutes for the May 11, 2017, City Council meeting.
Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder



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

May 11, 2017

The Council of Park City, Summit County, Utah met in open meeting on May 11, 2017, at 1:30 p.m. in the City Council Chambers.

Council Member Beerman moved to closed the meeting to discuss property, personnel and litigation at 1:30 p.m. Council Member Henney seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting at 3:03 p.m. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

WORK SESSION

2017-18 City Manager's Recommended Budget: Presentation and Review:

Jed Briggs and Nate Rockwood, Budget, presented the City Manager's recommended budget for adoption in the regular meeting. Briggs stated that in the four upcoming meetings, they would discuss the budget and provide opportunities for Council input and direction prior to final adoption in June. Briggs gave a background on budget strategies and explained how the budget was determined. He stated the Results Team evaluated City programs against the Strategic Plan, the strength of the request, need and available resources and performance. Briggs explained the City's two-year budget cycle, which was currently in the off year. Rockwood stated that staff based the budget on Financial Impact Assessment Report (FIAR) projections in January which indicated sales revenue would be 7% above 2016-17. He stated that the actual would be approximately 10% above 2016-17, which translated to approximately \$400,000 in the General Fund, \$270,000 in the Additional Resort and \$300,000 in Transit. Rockwood explained these could now be included in the tentative budget. Briggs reviewed the 2017-2018 Budget Summaries, and noted a 7.2% increase, mainly in the Transit and Parking Funds due to increased Transit Tax and associated operating expenses. Briggs clarified that all of the numbers presented for 2017 were year-to-date and not yet actual. Briggs previewed the Operating Budget and noted the Benefits Committee

recommended a 4% increase in Health Insurance over the 2017 fiscal year, which was lower than in typical years; and Pay Plan Committee recommendation for a 2% increase to pay grades dependent on the performance review process. He reviewed utility increases, technical adjustments and net discretionary increases and presented the total recommended increase over 2016-17 of \$1.4 million.

Rockwood reviewed the Capital Improvement Plan (CIP) and explained that it evaluated projects and funds, and was divided into funding categories flexible, semi-flexible and inflexible. He stated they were evaluated on criteria, scored and evaluated by the committee to meet Council priorities. Rockwood stated that the five-year CIP recommended \$332 million in funding, which included Water, Transit, RDA, anticipated debt, and the \$38 million Bonanza Flat bond. He explained this included federal grants for Transit and potential projects funded by the County's transportation initiatives. He stated that \$20 million would transfer to the General Fund, and noted that approximately \$2.5 million of that number would go toward ongoing capital replacements. Rockwood explained that construction costs were rising nationally, and expressed concern that current project estimates would be lower than actual building costs. He cautioned Council to expect higher costs for current building projects and recommended strategies to react to market and budget challenges: delayed or reduced scope of projects; he additionally recommended evaluating cost and funding of each project on a case-by-case basis. He cautioned against covering these cost increases from the General Fund.

Rockwood presented New Recommended Projects and stated that these had been discussed in previous meetings. He highlighted the Public Utilities Building, Bus Rapid Transit (BRT) signage, electric busses and electric charging. Rockwood presented projects that were Not Recommended for funding this year., Rockwood stated equipment replacement costs for rolling stock continued to rise, and the Fleet Committee continued to evaluate and control the fund. Council Member Matsumoto asked why the McPolin Barn Seismic Upgrades were presented in parenthesis. Rockwood responded that the project was complete and the remaining balance was represented as negative because it would be returned to the fund to be reallocated toward other projects; this was also true for the Building Permit software. Rockwood stated that Asset Management remained steady and recommended that it continue in the future. Council Member Gerber asked how traffic calming tools fit into Transit budget and initiatives. Rockwood distinguished between traffic planning and management covered by the Transit Fund, and neighborhood needs, such as stop signs, that would be provided through Engineering. Rockwood concluded his presentation and explained that future meetings in May and June would cover specific aspects of the budget to be reviewed by Council in greater detail. He welcomed Council questions.

Council Member Henney asked why rolling stock replacement costs were covered by the General Fund and not by departments. Rockwood responded that Enterprise Funds covered all rolling stock other than those in Transit, Water and Golf. Council Member Henney noted that the \$155 million for Water projects was a large component of the

\$330 million five-year CIP, and asked how the CIP Fund would adjust when these projects were completed, and if staff had any way of predicting a decrease in CIP funding. Rockwood replied that the Water Fund had its own 30-year model that predicted calming once Clean Water Act, build-out and demand needs were met. Rockwood explained that FIAR evaluated the General Fund and transfer to the CIP from the General Fund, and other funds, including Water, were not included. Council Member Matsumoto stated that things would calm down if new buildings and programs were not pursued. Rockwood responded that slowing Capital campaigns would slow the need for Capital funds, but stated that he saw a greater need for infrastructure growth and improvements. He felt that past and current projects were successful and the City had strong capital asset ability in the future. Council Member Henney complemented the City's infrastructure and reminded Council that 80% of revenues came from second home owners or tourism. Council Member Henney raised the Council priority of affordability and stated that the City and County had discussed the need for property tax increases, adding that he predicted an interesting conversation in the near future about affordability vis-à-vis Park City's 'bang for your buck' amenities.

Police Complaint Review Committee Interviews:

Mayor Thomas and the Council interviewed Mellie Owen and Roger Strand for the Police Complaint Review Committee. Mayor Thomas informed the applicants that they would hear of the Council's decision in a few days.

Council Member Gerber moved to close the meeting to discuss property, personnel and litigation at 3:55 p.m. Council Member Beerman seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting at 4:25 p.m. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto and Worel.

WORK SESSION (CONTINUED)

Council Questions and Comments:

Council Member Worel indicated she met with the Promise Advocates and mentioned that the Latino Art Festival would be held at the Park City Library June 3rd, and starting June 5th Mountain Town Music with Latinos in Action would host a concert series in City Park Monday nights in June. She stated she met with the Mental Wellness Alliance, and their new coordinator Aaron Newman. She stated Communities the Care sought a coordinator. She stated Newman had initiated a work group for Hispanic outreach lead by Eric Esquivel from the School District. She reminded the group that May was Mental Health Awareness Month and praised Connect for their programming. She stated she

1 and Mayor Thomas met with non-profit leaders working with the Latino community and
2 representatives from the Mexican consulate attended; the group was working with
3 Mayor Thomas to develop a graphic to assist the public to locate resources. Council
4 Member Worel went to a meeting of the Board of Health and stated that they were
5 preparing for a Community Needs Assessment. She reported that Summit County did
6 well but scored lowest in physical environment by the 2017 Utah County Health Ratings;
7 this included housing, length of commute and single car commuting. She attended the
8 Service Awards Dinner and the Women in Leadership Book Club with author Amy
9 Roberts. Council Member Worel attended the Celebration for Park City Schools, and
10 reported they were listed in U.S. News and World Report and Washington Post in the
11 top 500 schools nationwide, and ranked as the most challenging school in Utah. Council
12 Member Worel indicated she attended the Peace House board meeting and luncheon,
13 which honored Jane Patton. She reported that the Peace House will break ground on
14 their new facility by the end of May open in September 2018.

15
16 Council Member Matsumoto indicated she was on vacation, and attended the Planning
17 Commission meeting, where they discussed the most recent traffic study. She stated
18 that staff and the Commission needed more time to review the study to discuss it further
19 at a later meeting.

20
21 Council Member Gerber attended the Years of Service Awards and the Women in
22 Leadership Book Club. She attended the Park Area Lodging Association meeting and
23 reported that they were currently promoting their mountain biking program and bike
24 racks. Council Member Gerber indicated she attended a meeting for Friends of the
25 Farm, and reported they were preparing for the June 24 opening event for the McPolin
26 Barn restructure. Council Member Gerber reported the Friends had approached her to
27 ask if Council would fund a red ribbon for the ribbon cutting. She proposed using
28 Council contingency funds for a red ribbon. Council Member Henney asked if this would
29 set a precedent to support other causes at the Barn. City Manager Foster mentioned
30 that the Peace House had made a similar request for purple lights at the Barn for
31 Domestic Violence Awareness Month in October, and Council Member Worel reported
32 that Council denied the request due to level of awareness, precedent and cost. Council
33 Members Henney and Matsumoto stated they would like to know the cost before
34 making a decision. Council Member Gerber stated she would return to the Friends of
35 the Farm to get an estimate of the cost. Council Member Henney stated he would like to
36 develop a policy for granting Council contingency funds. Council Member Gerber stated
37 she met with the Park City Action Network and reported they were a group of residents
38 in their 20s and 30s who were interested in community and government engagement.
39 She asked for Council input regarding her role as the group's informal Council liaison;
40 there were no objections from the Council.

41
42 Council Member Henney indicated he attended the Mountainlands Community Housing
43 Trust meeting. He stated the Trust was breaking ground on 330 affordable units at the
44 Silver Creek Village. He reported the Trust was seeking two Board members who would

bring ethnic and income diversity, specifically 100% or less Area Median Income, to the Board. Council Member Gerber suggested sharing the openings with Park City Action Network (PCAN). Council Member Henney indicated he attended the Years of Service Awards and thought it was a wonderful event. Council Member Henney reported that Kevin Hines would speak as part of the Connect Mental Health Awareness series on May 17th at the Jim Santy Auditorium.

Council Member Beerman met with the EPA Local Government Advisory Committee and characterized the meeting as bizarre; he stated that the discussion indicated regulations would be easily removed if requested by local governments and expressed concern about where the organization was headed. Council Member Beerman indicated he and Council Member Henney and Diane Foster met with Sundance regarding future event management during the Sundance Film Festival. He attended the Years of Service Awards and was in agreement that it was a wonderful event. Council Member Beerman recommended walking on Main Street to visit with locals and enjoy the beautiful weather. He stated he had received requests for Council to release a statement on Utah Public Lands. He reported that Summit County was proposing a resolution in support of public lands. He asked Council what they thought about Park City Council offering their support to that forthcoming resolution. Council Member Henney and Mayor Thomas were in support. Council Member Matsumoto asked if Park City could draft a resolution if Summit County's was not proposed or passed. Council Member Beerman stated he would return with more information at the next meeting.

Mayor Thomas stated he attended many of the events mentioned by the Council. He indicated he attended the Public Arts Advisory Board meeting and the Years of Service Awards, and stated his thanks and admiration for the awarded employees for their service. Mayor Thomas stated he spoke with Utah Geospatial about geography, space and Bonanza Flat. He indicated he attended the Peace House luncheon and complemented Council Member Worel on her presentation. Mayor Thomas thanked Matt Dias and Elizabeth Quinn-Fregulia for their work on the newsletter.

City Manager Foster stated that Summit County was seeking a Park City staff member and Council member to attend a couple of Solid Waste Committee meetings. Foster thanked the Council for attending staff meetings.

Discuss Proposed Amendments to the Convention Sales License (CSL) Process:

Rebecca Gillis, Finance Accounting Manager, introduced Mindy Finlinson and stated she was the new Accounting Manager and had joined the Finance Department in December. City Manager Foster introduced Jessica Walker, Ice Rink Front Desk Manager, who was job shadowing Foster for the day.

Beth Bynan, Business License Specialist, Rebecca Gillis and Mindy Finlinson presented this item. Bynan stated staff was presenting a Work Session report to discuss Convention Sales Licenses (CSLs). Bynan directed Council to Page Two of the report

1 and clarified some small edits to the report. Bynan introduced the Type 3 CSL and
2 stated that the idea came out of a stakeholder meeting with the Park City Women's
3 Business Network, the Park Silly Holiday Bazaar, Mike Sweeny, HPCA, and the Park
4 City Lodging Association. She stated the Type 3 CSL would make licensing community
5 and non-profit events easier for those applicants by reducing cost and licensing of
6 individual entities associated with an event. Bynan stated staff's top concerns were
7 licensing, safety and reporting state sales tax numbers appropriately. She explained
8 how the Type 3 CSL would be utilized: the organizer would pull an 'umbrella' Type 3
9 CSL and provide a list of vendors, allowing staff to register individual businesses without
10 requiring fees from them.

11
12 Council Member Matsumoto asked how Type 3 CSLs would be implemented for events
13 during Sundance. Bynan stated that Type 3 CSLs would not be available during
14 Sundance, only Type 2 CSLs, and clarified that Type 3 CSLs would only apply to events
15 held in licensed convention spaces. Council Member Worel praised the new CSL type
16 and thanked staff for proposing it to relieve financial burden on individual vendors.
17 Bynan stated they would return with a proposed ordinance.

18
19 Bynan stated that staff had been working to improve the CSL licensing process based
20 on Council direction. She stated staff's aim to maintain the current code and allow
21 Council the greatest control possible to approve or deny applications, including
22 presenting Council with detailed applicant information during the application process.

23
24 Council Member Beerman stated he understood the challenges with approving a single
25 site for a CSL, and asked if the process could differentiate between requests for CSLs
26 with health and safety concerns. Bynan responded that the current code required the
27 same CSL licensing process from both types of applicants. Gillis stated that staff could
28 include potential risks or concerns in their staff reports. Council Member Beerman
29 asked if those applications that do not pose a health or safety risk could be approved at
30 the staff level to relieve the pressure on Council and staff to approve late applicants.
31 Harrington replied that staff had used this approach in the past, and had found that due
32 to common discrepancies between activity proposed in the application and actual
33 activity, it was fairer and more streamlined to require the same process of all applicants.
34 He stated that applicants who complained about the process were generally those who
35 made last minute changes to their CSL, when timing became a challenge. Harrington
36 cautioned that the more staff differentiates between license types or requirements, the
37 more applicants will seek loopholes.

38
39 Council Member Beerman clarified that staff's recommendation was to provide more
40 information to Council regarding applicants, and reiterated that a large number of last-
41 minute applications were for low-risk CSLs. Gillis responded that staff would begin
42 outreach to applicants in October, in advance of the January deadline, and would still
43 receive late applications. Council Member Henney pointed out that Council's aim was to
44 simplify the process for staff, and the result was contributing to the problem by requiring

1 more detailed staff reports, which was a greater burden for staff. Council Member
2 Henney stated he was unfamiliar with licensing, and therefore approved or denied
3 applications based on staff's recommendation. Mayor Thomas asked staff if providing
4 more information would add to their workload. Gillis responded that she did not think it
5 would. She added that staff had also proposed changes to Business License renewals,
6 which would no longer coincide with the Sundance CSL timeline, which would further
7 reduce staff workload. Council Member Henney stated he looked forward to seeing the
8 new process, and Mayor Thomas agreed that staff should notify Council if the workload
9 became burdensome.

10
11 Council Member Beerman asked if it had ever been addressed that Type 2 CSLs were
12 often issued to unaffiliated marketers at Sundance who did not contribute otherwise to
13 festival expenses, and if they could be charged impact fees. Gillis responded that staff
14 had responded to this issue a few years ago by substantially increasing the Type 2 CSL
15 fee at this time of year. Harrington stated that fee mechanisms were limited by state
16 statute but that staff had gone through a study to determine how to raise fees beyond
17 administration costs. He stated he could not recall if staff had added an enhanced level
18 of service fee or a fee that met at the amount of exact costs, but it was one of the two.
19 He added that there was also a late fee for late applicants. Council Member Beerman
20 asked if these fees would compensate for public safety and personnel costs at
21 Sundance. Harrington responded that they would on these license categories, and
22 could not recall if they added an additional fee for transportation. Jon Weidenhamer,
23 Economic Development Manager, stated that the last time the fees were updated it was
24 for trash and recycling costs, and that the fees had not been updated to reflect recent
25 safety and transportation cost increases. Council Member Beerman stated that added
26 costs should be factored into licensing fees. Council Member Matsumoto asked what
27 the cost for a Type 2 CSL was, and Bynan responded that it was \$372 per federal ID for
28 the two-week period, and the late fee cost \$72. Harrington asked if there was an
29 additional liquor licensing fee; Gillis responded that there was a \$76 Special Meeting
30 Fee, but that a Special Meeting had never been held for liquor licensing. Gillis stated
31 that staff would reconsider fees and return at a later date.

32
33 Bynan stated they would like to establish a regulatory load-in load-out process for
34 Sundance through the CSL process to alleviate traffic and maintain Old Town vibrancy.
35 She stated it would be a multi-departmental initiative. Bynan asked for feedback from
36 Council a five day CSL requirement. Council Member Henney asked how staff arrived at
37 five day and suggested regulating the time of day vendors may load in and out to earlier
38 in the morning, rather than mandating a number of activation days, based on feedback
39 he has received from the public. Mayor Thomas added that having a required number of
40 days would be beneficial. Council Member Gerber asked if increased regulation would
41 require more staff enforcement. Bynan replied that enforcement would be easier for
42 staff if times were specified in the CSL.

Council Member Worel asked the average time for load in and out. Glidden responded that it varied, and stated that setting a load in or load out time would increase efficiency. He recommended including Sundance in the conversation, and stated that vendors would most likely not want a minimum activation period. Council Member Beerman stated he favored the evening load in and out and the five day requirement to maintain Main Street vibrancy on Monday and Tuesday of Sundance, and stated he thought it would eliminate non-affiliated marketers. Council Member Matsumoto asked if staff could offer an incentive to activate for a specified number of days. Gillis stated that the activation period would be specified in the Municipal Code, and reported that in order to save costs for vendors, staff had discussed requiring maintaining visual vibrancy on Main Street even if the vendor was no longer active. Council Member Matsumoto favored continued discussion with staff and Sundance, and Council Member Henney stated he would like to include Main Street merchants and landlords in the discussion. Mayor Thomas confirmed that Council was in favor of limiting times for load in and load out. Bynan stated staff would continue research and return to Council for further discussion.

Discussion of Regulation of Chain Businesses on Main Street and Receive Public Input:

Jon Weidenhamer, Economic Development Manager, Hannah M. Tyler, Planner, and Bruce Erickson, Planning Director, presented this item as a preliminary overview. Weidenhamer stated staff's recommendation to prohibit new chain stores on Main Street in the HCB District and present to the Planning Commission for consideration. Erickson stated that this was in line with the Storefront Enhancement Program and staff's goal to adhere to the General Plan and Council direction. Weidenhamer addressed that the urgency of this item had limited engagement with constituents, but engagement would be more thorough through the Planning Commission process. He explained that constituents were split over City involvement in this issue. Weidenhamer clarified that the staff report contained alternatives to staff's recommendation for a ban on chain stores.

Tyler provided a definition of a conventional chain business and provided an overview of current chain businesses and sporting good businesses on Main Street. She clarified that many of these existing stores would qualify as chain businesses under a ban. Council Member Beerman suggested creating an exemption for locally-based businesses. Erickson explained that there were many subtleties to 'chain' business definitions and economic analyses which staff were familiar with internally and which would be discussed in greater detail with the Planning Commission. Council Member Worel asked how a ban would be implemented. Erickson replied that there were many options and metrics available, and gave examples of other cities' regulatory approaches. Weidenhamer stated that staff was familiar with vertical zoning regulations so that would be a potential approach. Council Member Gerber asked if current chain businesses would be grandfathered in and what would happen in the case of business turnover. Weidenhamer replied that existing chains would qualify under existing non-

1 conforming uses. Harrington stated incoming business requirements would depend on
2 the regulatory measures.

3
4 Mayor Thomas opened public comment.

5
6 Michael Kaplan commended staff on their work. He stated chain businesses were an
7 economic reality that Park City and other ski resort towns would need to confront.
8 Kaplan expressed concern about a ban, and stated that some chains on Main Street
9 were positive enhancements. He stated that with market scarcity, rental cost for Main
10 Street chain businesses would increase. Kaplan suggested implementing a board to
11 evaluate Main Street compatibility for new tenants. Council Member Matsumoto
12 expressed concern over a grandfather clause raising rents. Erickson responded that a
13 grandfathered space would not necessarily determine higher rents than other
14 businesses on Main Street. Council Member Gerber expressed concern over the idea of
15 compatibility at the risk of compromising diversity.

16
17 Hans Fuegi disclosed he was a landlord on Main Street and stated the importance of
18 maintaining character and diversity on Main Street. He expressed concern over a ban,
19 and stated currently the mix was balanced between chain and non-chain businesses,
20 which the City should attempt to maintain going forward.

21
22 Eric Nelson questioned the current diversity on Main Street by attesting half of Main
23 Street businesses were restaurants and art galleries. Nelson expressed concern about
24 current ordinances that were out of date for current retailers, and stated he received
25 feedback that retail shopping on Main Street was poor, and a small number of stores
26 generated the most business. Nelson asked the Council to consider their audience
27 when making a decision. Nelson contested the validity of some of the statements in the
28 staff report. Nelson stated that removing chain businesses would create a retail space
29 vacuum that non-chain businesses could not afford to rent. Nelson stated that chain
30 businesses were not a negative and banning chain businesses would be a detriment.

31
32 Council Member Henney stated he was in favor of taking the item to the Planning
33 Commission and favored continued discussion with stakeholders. He responded to
34 Nelson by stating that staff and Council were attempting to create an authentic and
35 unique experience for Park City residents and visitors. Council Member Beerman stated
36 he favored continuation to the Planning Commission. He cautioned against instating a
37 board due to state laws and recommended adding limitations to storefronts or square
38 footage, but not grandfathering in spaces. Council Member Beerman expressed
39 concern about local businesses' ability to afford space on Main over time, and
40 suggested a test period for the proposed approach.

41
42 Council Member Gerber stated she was excited about this report because it would
43 support Main Street's character. She favored maintaining a percentage of chain
44 businesses. Council Member Matsumoto said she was not in favor of a ban but

1 preferred a cap on chain businesses, and supported continuation to the Planning
2 Commission. Council Member Worel stated she favored more discussion with
3 stakeholders and the community, and continuation to the Planning Commission if those
4 conversations would occur. . Mayor Thomas said that he favored continued discussion
5 about the nature of Main Street, and was in favor of finding a balance. Council Member
6 Henney stated he was in favor of a limit instead of a ban, and was against a CUP.
7 Erickson stated staff would also not recommend a CUP, and stated there were a few
8 ways to structure a trial period. He outlined the positive social consequences to Council
9 for continuation to the Planning Commission. Weidenhamer thanked Samuels McLean
10 for her work on the report. Council Member Beerman asked if this should be applied to
11 districts outside of the downtown core, and asked that Planning Commission weigh in
12 on a cap for Bonanza Park and Prospector. Mayor Thomas replied that Council should
13 consider Main Street initially. Council Member Beerman anticipated other districts
14 confronting this issue in the future, and suggested staff return to Council with a
15 recommendation from Planning Commission. The Council did not object.
16

17 REGULAR MEETING

18 I. Roll Call

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Minda Stockdale	Deputy City Recorder	Present

22 II. Communications and Disclosures from Council and Staff

23 Council Member Gerber paid tribute to Steve Holcomb, who passed away this week.
24 She remembered him as a childhood friend, Olympic gold medalist, and a kind, sweet
25 spirited man.

27 Staff Communications Reports:

- 28 • Coffee with Council Summary from April 25, 2017
- 29 • Rename Top Priority to Diverse Community Participation

1 • **Summer 2017 Construction Project Update**

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

6 Mayor Thomas opened the public input portion of the meeting for those who wished to
7 address the Council on items not listed on the agenda.

9 Carol Sletta suggested installing solar-powered animal crossing road signs. She
10 thanked Council for the benches in front of the Post Office.

12 Anne Laurent, Community Engagement, introduced Chief Building Official David
13 Thacker. Laurent welcomed Thacker back to Park City Municipal after five years in
14 Colorado as Boulder's Chief Building Official and she thanked Michelle Downard for
15 acting as interim. Thacker stated he was excited to be back in Park City and incorporate
16 his experience into the department.

18 Pam Woll, President of Sunrise Rotary, and Tom Jacobson, Rotary member, requested
19 Council waive fees for Rotary's lunch contributions to Park City Fourth of July Parade.
20 Harrington advised that the input had originated from cost-sharing as a result of the City
21 managing this event, and staff would be better positioned to report to Council on this
22 topic at a later meeting. Mayor Thomas requested staff return to Council to discuss.

24 **IV. CONSIDERATION OF MINUTES**

26 **Consideration to Approve the City Council Meeting Minutes from April 27, 2017**

27 Council Member Henney requested that the minutes be amended to clarify that he lived
28 in Courchevel Condos in Park City, Utah, and not Courchevel, France.

30 Council Member Beerman moved to approve the City Council Meeting minutes from
31 April 27, 2017 as amended. Council Member Gerber seconded the motion.

32 **RESULT: APPROVED**

33 **AYES:** Council Members Beerman, Gerber, Henney, Matsumoto and Worel

35 **V. CONSENT AGENDA**

37 **1. Request to Authorize the City Manager to Enter into a Professional**
38 **Services Agreement Between Park City Municipal Corporation and JTS, Inc. for**
39 **Event Planner Services as Related to the 2017 Fourth of July Celebration in a**
40 **Form Approved by the City Attorney that Shall Not Exceed \$20,000.00:**
41

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

RESULT: REMOVED FROM CONSENT AGENDA

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

2. Request to Authorize the City Manager to Enter into Agreements in a Form Approved by the City Attorney's Office With: Staker Parson Companies, for Rotomilling, Pavement Overlays, and Utility Adjustments in the Amount of \$581,216.42; and Morgan Pavement, for Type II Slurry Seals and Trail Seal Coat in the Amount \$151,395.89 Kilgore Companies, for Crack Seal, in the Amount \$82,467.00

3. Request to Authorize the City Manager to Execute Contract Amendment No. 2 to the Professional Service Agreement with Parametrix to Provide Consultants Services to Analyze the Main Street/Swede Alley Intersection Area in a Form Approved by the City Attorney and for an Amount of \$24,004

4. Consideration to Approve Resolution 13-2017, a Resolution Recognizing May 2017 as Historic Preservation Month in Park City

5. Request to Authorize the City Manager to Approve a Short Term Lease with the Mountain Trails Foundation (MTF), for Approximately 4,000 Square Feet of the City-Owned Parcel PCRC-2-AM-X, Located at Quinn's Junction

6. Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with SKM, Inc., for the Quinns Junction Water Treatment Plant Upgrades - SCADA Integration for an Amount Not to Exceed \$30,300.

Council Member Matsumoto moved to approve Items Two through Six of the Consent Agenda. Council Member Beerman seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

1. Request to Authorize the City Manager to Enter into a Professional Services Agreement Between Park City Municipal Corporation and JTS, Inc. for Event Planner Services as Related to the 2017 Fourth of July Celebration in a Form Approved by the City Attorney that Shall Not Exceed \$20,000.00:

Council Member Worel expressed excitement over the agreement and the chosen applicant. She asked if there would be checkpoints for this position during the event process. Jenny Diersen, Special Event Coordinator, stated that payment would be released before and after the event, the applicant would work closely with staff and she expressed confidence in the applicant. Council Member Worel asked that the agreement protect staff if problems arose. Glidden explained that staff had carefully defined the scope of service, and payment would not be released if not met.

Council Member Gerber moved to authorize the City Manager to enter into a professional services agreement between Park City Municipal Corporation and JTS, Inc. for event planner services as related to the 2017 Fourth of July Celebration in a form approved by the City Attorney that shall not exceed \$20,000.00. . Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto and Worel

VI. NEW BUSINESS

1. Consideration to Approve Ordinance 2017-20, an Ordinance Adopting a Tentative Revised Budget for Fiscal Year 2017 and a Tentative Budget for Fiscal Year 2018 for Park City Municipal Corporation and Its Related Agencies and Authorizing the Computation of the Property Tax Rate at a No Tax Increase Rate:

Briggs requested that Council adopt the tentative budget. He stated that the public was welcome to participate over the next four public hearings before adoption June 15th.

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

Council Member Gerber moved to approve Ordinance 2017-20, an ordinance adopting a Tentative Revised Budget for Fiscal Year 2017 and a Tentative Budget for Fiscal Year 2018 for Park City Municipal Corporation and its related agencies and authorizing the computation of the property tax rate at a no tax increase rate. Council Member Worel seconded the motion.

RESULT:

APPROVED

AYES:

Beerman, Gerber, Henney, Matsumoto, Worel

2. Consideration to Approve Resolution 14-2017, a Resolution that Restates and Confirms Park City Municipal Corporation's Intent to Place a Conservation Easement on Bonanza Flat:

Harrington explained the resolution was requested by Utah Open Lands in order to confirm intent to apply for affirmative representation to donors.

Wendy Fisher, Utah Open Lands, confirmed that the intent was to have the resolution in place to comfort donors.

Mayor Thomas opened the public hearing.

Devery Karz stated she was raised in Park City and Bonanza Flat conservation was important to her. She added she was a member of Leadership Class 23. Karz expressed enthusiasm to protect Bonanza Flat.

Michael Barille suggested fundraising for Bonanza Flat by installing a ski lift.

Mayor Thomas closed the public hearing.

Council Member Matsumoto moved to approve Resolution 14-2017, a resolution that restates and confirms Park City Municipal Corporation's intent to place a Conservation Easement on Bonanza Flat. Council Member Worel seconded the motion.

RESULT:

APPROVED

AYES:

Beerman, Gerber, Henney, Matsumoto, Worel

3. Consideration to Approve Ordinance 2017-21, an Ordinance Adopting Title 6 Health; Nuisance Abatement; Noise, Chapter 1 Abatement of Garbage and Other Deleterious Material, Section 13 Ban of the Distribution of Disposable Single Use Plastic Bags (Less Than 2.25 Millimeters in Thickness) in the Park City Municipal Code:

Luke Cartin, Environmental Sustainability Manager, stated this ordinance had come out of previous work sessions and public comment on banning grocery weight plastic bags. He presented a background on this issue, including previous Council discussions, national and international bans, and impacts to the local community on trash, recycling and storm water. Cartin clarified that his use of milliliter measurements in the presentation was incorrect, and he intended to use the plastic measurement mil. He clarified that and the City was only authorized to pass a ban; a bag tax or fee would need to be granted by the State Legislature. Cartin outlined the conditions of the ordinance which would ban 'grocery' weight plastic bags in grocery stores over 12,000 square feet because they produced the largest volumes of plastic bags. Cartin complimented the impacted store managers with whom he met: The Market at Park City, Rite Aid and A Fresh Market. Cartin explained that representatives from these stores did not favor a bag ban and their concerns were cost, space, use, and fairness.

1 Council Member Henney asked if the specificity of the bag weight in the proposed
2 ordinance could backfire by allowing bag producers to produce a similar bag at a
3 different weight. Cartin replied that staff could modify the ordinance in the future to
4 account for market changes. Council Member Gerber asked if stores could charge for
5 paper bags if plastic was banned, or if they could charge for plastic bags. Cartin replied
6 that the stores could voluntarily charge a fee, but the City could not enforce one.
7 Council Member Gerber asked about bag bans in comparable resort towns. Cartin
8 replied that there were bans and bag fees in Vail, Telluride, and other towns, and it was
9 effective in deterring use. Council Member Matsumoto clarified that a fee would not
10 reduce bag litter. Council Member Beerman commented that he had received feedback
11 that bans were more effective than fees. Council Member Beerman recommended
12 Council give direction to staff to extend the plastic bag ban to include permitted Special
13 Events.

14
15 Mayor Thomas opened the public hearing.

16
17 Dave Davis with the Utah Food Industry Association and the Utah Retail Merchants
18 Association stated he represented the three affected retailers. Davis complimented
19 Luke on their past conversations and his presentation. Davis stated the Trade
20 Association was against the ordinance as drafted, and felt that the challenge was to
21 reduce single-use bags and waste production and encourage reusable bag use. Davis
22 explained the tax increase to retailers if the ordinance passed, and stated the
23 Association would favor fees for bags over a ban. Davis made the following
24 suggestions: working with staff to support Senate Bill 244 which imposed a fee state-
25 wide, signage to remember reusable bags in a vehicle, and a recycling option provided
26 by the stores. Council Member Beerman asked if Davis was opposed to a ban on plastic
27 and paper bags as a solution to single-use bags. Davis replied that this would be
28 aggressive but the Association would not be opposed.

29
30 Ed Parisian differentiated between single bag use by locals and tourists. He suggested
31 that the ban be imposed and that stores charge a small fee for a reusable souvenir bag
32 with a Park City logo. Parisian noted that single-use plastic bags were often not filled to
33 capacity.

34
35 Amanda Baltzley stated she had recently moved here from Telluride and reported the
36 ban there created a habit to use reusable bags. She stated that fees for paper bags
37 would not impede tourists buying groceries and fees were returned to the retailer and
38 local organizations. Baltzley stated reusable bags were larger so fewer of them would be
39 in use.

40
41 Sharelle Rodman thanked Council for considering the ordinance and expressed support
42 on behalf of the Park City Plastic Coalition.
43

1 Mary Christa Smith clarified that the ordinance aimed to ban single-use plastic bags, not
2 single-use bags. Smith asked Council to consider the community before tourism. Smith
3 was in favor of a ban over fees to encourage personal and community responsibility.

4
5 Jana Barz asked that Council honor Utah's ecology and set an example in the state by
6 passing the ordinance.

7
8 Jennifer Gardner expressed her personal willingness to adapt to a bag ban and shared
9 her experience using reusable bags in California to avoid paying a plastic bag fee.

10
11 Doug Dastroup with Fresh Market expressed a desire to be a part of the solution and
12 shared his concerns: competition with stores where the ban would not be in place and
13 cost difference between paper and plastic bags. Dastroup stated that Fresh Market sold
14 affordable reusable bags. Dastroup expressed concern that tourists would travel to
15 Kimball Junction for their groceries due to the bag ban.

16
17 Craig Rodman favored a county-wide ban over bag fees imposed voluntarily by the
18 stores.

19
20 Tiffany Root was in favor of the ban and in favor of making it county-wide.

21
22 John Hale represented Rite Aid and opposed the ban. He stated paper bags would not
23 hold up in wet weather for the majority of their customers who walked.

24
25 Mayor Thomas closed the public hearing.

26
27 Council Member Worel asked if the ordinance would be grandfathered in if the
28 Legislature passed a ban on the ban. Harrington replied he could not comment without
29 seeing the legislation but likely not. Council Member Worel was in favor of moving
30 forward and creating incentives for the community to use reusable bags. Council
31 Member Henney stated that he was in favor of the ban after hearing public comment.
32 He stated he was willing to risk state legislative action. Council Member Beerman
33 thanked the public for coming and spoke in favor of the ban. He stated his belief that
34 locals and tourists would continue to patronize local stores. He stated he would reach
35 out to the county about adopting the ban. Council Member Beerman supported a ban of
36 both plastic and paper bags. Council Member Gerber supported a ban of all single-use
37 bags and spoke in favor of more signage to remember reusable bags and offered to
38 support the impacted stores through community outreach. Council Member Matsumoto
39 stated she did not favor a paper bag ban, but would be in favor of the 2.25 mil plastic
40 bag ban City-wide. Mayor Thomas spoke in favor of the plastic bag ban and was
41 opposed to a paper bag ban. Mayor Thomas asked Council if they were in consensus to
42 ban plastic 2.25 mil bags, and Council Member Beerman stated he was strongly in favor
43 of a single-use ban and opposed to a ban on all retail plastic because stakeholders had
44 not been involved yet. Council Member Matsumoto agreed. Cartin clarified that staff

1 outreach had been limited to the three large stores and not other retail businesses, and
2 the 45-day implementation period could be adjusted if Council chose to broaden the
3 scope of the ban.

4
5 Dave Davis responded to the proposed single-use bag ban and stated that he could
6 speak for the membership on this issue before speaking with them.

7
8 Council Member Matsumoto recommended moving forward with the ban as proposed
9 and making changes in the future. Council Member Henney asked if the language in the
10 ordinance could specify single-use rather than 2.25 mil. Cartin explained that single-use
11 was difficult to define. Harrington suggested staff return with options based on further
12 research if the Council wished to broaden goals beyond the current proposed
13 ordinance. Cartin expressed the need for further research and review by the Legal
14 Department in order to broaden the goals of the ordinance. Council Member Beerman
15 was in favor of passing the ordinance as it stood as an initial step. Harrington clarified
16 the amendment in section A-1 from milliliters to mil.

17
18 Council Member Beerman moved to approve Ordinance 2017-21, an ordinance
19 adopting Title 6 Health; Nuisance Abatement; Noise, Chapter 1 Abatement of Garbage
20 and Other Deleterious Material, Section 13 Ban of the Distribution of Disposable Single
21 Use Plastic Bags (Less Than 2.25 Mil in Thickness) in the Park City Municipal Code as
22 amended. Council Member Gerber seconded the motion.

23 **RESULT:**

APPROVED

24 **AYES:**

Beerman, Gerber, Henney, Matsumoto, Worel

25
26 **V. OLD BUSINESS**

27
28 **1. Discuss Proposed Public Utilities and Streets Facility Programmatic Goals**
29 **and Project Alternatives as They Relate to Net-Zero Energy Goals, the**
30 **Incorporation of Transit Housing, the Project Location and Phasing Plan:**

31 Clint McAfee, Public Utilities Director, Roger McClain, Water Utilities Engineer Manager
32 and Nate Rockwood discussed the Public Utilities and Streets facility. McAfee
33 presented two alternatives: Phase 1 of the Master Plan facility at the Quinn's site and
34 redevelopment of the Iron Horse site. McAfee presented site plans and 3D phased
35 renderings of both facilities. McAfee asked if Council wanted to direct staff to pursue a
36 net-zero facility at \$2 – 2.5 million cost.

37
38 Council Member Matsumoto mentioned that the project had come in over budget.
39 McAfee confirmed it was short from the General Fund and the Water Fund. Council
40 Member Matsumoto suggested the Council reconsider the additional cost; Council
41 Member Worel was in favor of pursuing the net zero facility. Mayor Thomas agreed that it
42 came at a high cost but it fulfilled a critical priority. McAfee indicated that the additional

1 net-zero costs would be spread across funds and would not necessarily account for the
2 General Fund shortage. Council Member Matsumoto asked about payback on the
3 micro-hydro. McClain reported a 25-year payback on the net-zero facility, and a facility
4 life expectancy of 40 years or more. Council Member Gerber asked if the micro-hydro
5 pond budget was already allocated, and McAfee confirmed it was.

6
7 Rockwood stated that energy critical priority budgets were embedded into individual
8 projects, which accounted for some shortages.

9
10 Mayor Thomas asked how Transit housing helped these budgets. McAfee stated that
11 Transit housing units in both alternatives allocated site costs to Transit Housing.
12 McClain responded to Mayor Thomas that site costs constitute approximately 15% of
13 the project. McAfee mentioned that more units could be added in the future. Council
14 Member Henney asked for confirmation that the funds for Transit housing were coming
15 from Transit fund and not the Affordable Housing fund, Rockwood confirmed this was
16 correct. Council Member Beerman was in favor of building the shell for future
17 development and spending available housing funds in the town core, including
18 Ironhorse. Council Member Gerber asked if Phase 1 at Quinn's could be pursued in
19 conjunction with Transit housing at the Ironhorse facility, or if housing was attainable
20 only at one location. Rockwood responded that housing at Ironhorse would require
21 additional funds than what were already in the budget. Council Member Gerber replied
22 she was in favor of housing at Quinn's. Council Member Matsumoto was in favor of
23 housing at either location to increase affordable units for Transit. Council Member Worel
24 was in favor of Transit housing at Quinn's.

25
26 Council Member Worel was not in favor of public utilities' space in the town core
27 because she felt the space could be better used. Council Member Matsumoto agreed,
28 and was in favor of using town core space for housing and community-centered needs.
29 Mayor Thomas explained the long-term value of the Ironhorse facility and was in favor
30 of public utilities at the Quinn's site and agreed with Council Member Beerman to
31 support the most housing in town core as possible. Council Member Beerman
32 supported prioritizing housing or administration space in town. McAfee stated staff's
33 recommendation to start the Master Plan Development (MPD). McClain explained staff
34 would make the MPD application through the Planning process with phasing plan and
35 potential for affordable housing. Council Member Beerman suggested pausing Phase 1
36 development until the budget was more defined. Bruce Erickson stated that the land use
37 for the site needed to be clarified and staff would like to work with Clint to clarify this.
38 McAfee stated that the project was tied to the Water Treatment Plant project. Erickson
39 recommended the MPD process to resolve the zoning, and McClain estimated an
40 additional \$20,000-30,000. McAfee confirmed the plans were complete and could go to
41 the Planning Commission. Mayor Thomas stated that having the MPD to facilitate
42 Phase 1 made sense and it seemed like it would be easy to modify.

Rockwood stated that they had been looking at reducing the site costs that could reduce overall cost, timing, and other alternatives and that staff would continue to report back on other project costs over the next few budget discussions.

VI. NEW BUSINESS

4. Discuss Code Enforcement Level of Service

Anne Laurent, Community Development Manager, Jed Briggs, Capital Projects Manager, Matt Cassel, City Engineer, Michelle Downard, Deputy Chief Building Official, Bruce Erickson, Planning Director, and Rick Ryan, Police Captain, presented this item. Laurent stated that code enforcement issues were complex to frame and focus, and staff recognized the need to adjust and implement code enforcement as conditions changed. She asked Council to consider the level of service, prioritization, level of assertiveness and geographical focus areas.

Downard presented options for approaches to implement code enforcement and stated they currently used a hybrid or strategic approach: enforcement was primarily complaint-based and citations were issued after a warning, and could be criminal citations or not, through Administrative Citation Enforcement (ACE). Downard explained staff used stop work orders to enforce construction sites. Downard outlined strategic priorities based on three years of logged complaints. Mayor Thomas asked if standard surveillance of construction sites could have influenced staff's statistics. Downard replied that it could. Downard and Erickson outlined specific concerns: noise in the Main Street core, construction mitigation and gravel. Erickson explained that Code compliance was multi-departmental and code enforcement was a tool that was typically implemented in the final stages. He explained that the Land Management Code and Conditional Use were the best enforcement for construction mitigation plans, and staff used enforcement tools other than code enforcement when possible. He explained that staff was working to define gravel and gravel use. Downard outlined staff's recommendation for strategic approach with adjusted priorities, including construction mitigation plans with increased regulation and collaboration with Planning staff to include conditions of approval. Downard presented staff's recommendation to commit more time to community outreach and education around specific sections of municipal code. Erickson stated community education would be incorporated into staff reports.

Downard asked for Council feedback on staff's recommendation to adjust code enforcement to focus on strategic priorities. She added another option would be to increase level of service which would impact staffing, and would require additional discussion and direction from Council.

Mayor Thomas opened the public hearing.

1 Carol Sletta stated that she experienced a lack of regard for residents and
2 neighborhoods by contractors and developers in her neighborhood. Sletta expressed
3 support for proactive monitoring and enforcement to hold parties accountable.

4
5 Mike Sweeny expressed concern and support for staff to enforce code violations with
6 the support of the City.

7
8 John Phillips spoke on behalf of the Planning Commission and was in favor of increased
9 code enforcement of conditions. Phillips expressed concern that code violations could
10 negatively impact neighbor relations. Phillips spoke as a citizen. He stated he had
11 submitted a complaint about specific conditions that were violated and staff were not
12 aware of the conditions, and that was unacceptable to him. He expressed concern
13 about complaint-based enforcement because violations were difficult to prove. Phillips
14 stated that the issue became emotional for him due to public safety concerns. Phillips
15 expressed frustration with violations that continue after enforcement leaves the site, and
16 with the expectation that citizens record and report violations. Foster thanked Sweeny
17 and Phillips for recognizing staff and for staff's attendance.

18
19 Mayor Thomas closed the public hearing.

20
21 Council Member Henney identified the primary problem was prioritizing citizens and
22 their concerns, and directed staff to make that a focus. He was not in favor of complaint-
23 based response because it had not worked in the past. Council Member Henney
24 questioned continuing the hybrid approach due to citizen frustrations with enforcement.
25 He expressed support for the report recommendations with a focus on citizen concerns,
26 and flexibility to make adjustments in the future.

27
28 Council Member Worel stated that she received similar feedback from citizens and
29 expressed fury that conditions of approval were not enforced or included in construction
30 mitigation plans. She expressed concern about the burden on citizens to report
31 violations, therefore was not in favor of a complaint-based system and favored a more
32 proactive approach.

33
34 Mayor Thomas was in favor of increased enforcement.

35
36 Council Member Gerber was in favor of investing time and energy into resident
37 experience as the City did for visitor experience. Council Member Gerber asked staff
38 about the process of staff's response to a complaint, and asked staff to report their
39 needs to respond effectively.

40
41 Council Member Beerman stated that recent staffing increases and internal
42 restructuring of the Community Development Department would improve these
43 problems over time, and was hesitant to increase resources immediately. Council
44 Member Beerman suggested posting conditions at sites with contact numbers, marking

1 enforcement vehicles and increasing surveillance of repeat offenders. He was in favor
2 of increasing resources or a hybrid approach.

3
4 Foster asked the Council for clarification on their direction to pursue a proactive
5 approach, or continue with the hybrid approach with additional staffing. Harrington
6 cautioned against over simplification of the enforcement process, and added that
7 enforcement was a balance of discretion and education. Harrington recommended that
8 Council allow staff to proceed with their direction and request incremental staff reporting
9 on their progress. Erickson agreed with Council Member Beerman and Harrington that
10 recent internal adjustments would improve enforcement over time, and committed to
11 supporting enforcement in the field. Council Member Beerman suggested presenting a
12 condensed version of the staff report to the Planning Commission. Council Member
13 Matsumoto asked about neighborhoods with the highest impacts, and Erickson
14 responded these were historic residential districts and Prospector. He recommended
15 proactive surveillance in these neighborhoods. Foster clarified staff's recommendation
16 for increased construction mitigation and Erickson reported staff would return.

17
18 **5. Consideration to Approve a Purchase Agreement in the Amount of**
19 **\$4,328,000 to Acquire 11 Newly Constructed Housing Units in Central Park**
20 **Condos Located at 1893 Prospector Avenue, for the Purpose of Affordable**
21 **Housing**

22 Anne Laurent, Community Development Manager Rhoda Stauffer, Affordable Housing
23 Project Manager, Heinrich Deters, Trails and Open Space Manager and Alias Louis with
24 Mr. Peabody LLC presented this item. Laurent presented the purchase agreement and
25 thanked Phyllis Robinson, former Community Development Director, and Louis for their
26 work setting the stage for this purchase. Louis presented his approach to building
27 community-focused housing through the MPD process and commented on the quality of
28 the building, and stated they were approached by staff to develop this property and his
29 enthusiasm to be involved.

30
31 Council Member Worel expressed her excitement about the project and asked about the
32 application process. Stauffer stated that the application would be released in
33 conjunction with Mountain Lands and would go through Community Development
34 around July.

35
36 Mayor Thomas opened public hearing.

37
38 Ed Parisian expressed support for the City acquisition and development of property in
39 Old Town.

40
41 Mayor Thomas closed the public hearing.

42
43 Council Member Worel moved to approve a purchase agreement in the amount of
44 \$4,328,000 to acquire 11 newly constructed housing units in Central Park Condos

1 Located at 1893 Prospector Avenue, for the purpose of affordable housing. Council
2 Member Gerber seconded the motion.

3 RESULT:	APPROVED
4 AYES:	Beerman, Gerber, Henney, Matsumoto, Worel

5 **6. Consideration to Approve a Donation Application for Placing a Bench and**
6 **Tree on the City-Owned Library Field Parcel**

7 Heinrich Deters, Open Space Manager, reported the application was received from
8 Judge Hilder's family, and the Recreation Advisory Board approved the bench but had
9 reservations about the site views where a conservation easement was being discussed.
10 He stated staff and the Recreation Advisory Board (RAB) developed the proposed
11 location and requested Council approval.

12
13 Mayor Thomas opened the public hearing. No comments were made. Mayor Thomas
14 closed the public hearing.

15
16 Council Member Matsumoto requested reviewing the application process for memorials
17 for approval or denial. Deters stated staff would return with recommendations.

18
19 Council Member Beerman moved to approve a donation application for placing a bench
20 and tree on the City-owned Library Field parcel. Council Member Gerber seconded the
21 motion.

22 RESULT:	APPROVED
23 AYES:	Beerman, Gerber, Henney, Matsumoto, Worel

24
25 **7. Consideration to Continue an Ordinance Approving Village at Empire Pass**
26 **North Subdivision Plat Located at 7695 Village Way:**

27 Mayor Thomas opened the public hearing. No comments were given. Mayor Thomas
28 closed the public hearing.

29
30 Council Member Henney moved to continue an Ordinance approving Village at Empire
31 Pass North Subdivision Plat located at 7695 Village Way to June 15, 2017. Council
32 Member Worel seconded the motion.

33 RESULT:	CONTINUED TO JUNE 15, 2017
34 AYES:	Beerman, Gerber, Henney, Matsumoto, Worel

35
36 **8. Consideration to Continue Park City Land Management Code (LMC)**
37 **Amendments Related to Lot and Site Requirements in the Single Family (SF)**
38 **Zoning District (Chapter 2.11), the Annexation Expansion Area (Chapter 8.7), and**

the Elimination of the Numbering of Definitions in Chapter 15 and Throughout the LMC Document :

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

Council Member Beerman moved to continue Park City Land Management Code (LMC) Amendments related to lot and siter equirements in the Single Family (SF) Zoning District (Chapter 2.11), the Annexation Expansion Area (Chapter 8.7), and the Elimination of the Numbering of Definitions in Chapter 15 and Throughout the LMC Document to June 15, 2017. Council Member Gerber seconded the motion.

RESULT:

CONTINUED TO JUNE 15, 2017

AYES:

Beerman, Gerber, Henney, Matsumoto, Worel

9. Discussion of a Temporary Parking Program on the Recently Acquired South Lot of the Yard Subdivision

Jon Weidenhamer, Economic Development Manager, Kenzie Coulson, Parking and Fleet Manager and Blake Fannesbeck, Public Works Director, presented this item. Weidenhamer presented staff's recommendation to use the lot as a park and ride shuttle for Main Street employee parking as paid parking was implemented. Coulson stated her preference to prioritize Main Street employee parking and stated public safety upgrades needed to be made on the property. She indicated staff was open to additional uses and implementing new parking technology in the space. Fannesbeck stated that this was a good opportunity for an interim system while additional solutions in town were realized. He stated this would help the City achieve a permanent solution in alignment with Council's goals.

Council Member Gerber expressed concern about road safety off of Homestake Road and suggested adding road safety measures. Council Member Beerman suggested making Homestake Road one-way. Weidenhamer responded that he did not know if staff had considered a one-way street. He stated that a complete street philosophy would be introduced in the area. Fannesbeck introduced the possibility of taking traffic out of Munchkin Road or Bonanza to avoid car traffic.

Mayor Thomas opened the public hearing. No comments were made. Mayor Thomas closed the public hearing.

The Council approved staff's proposal.

10. Consideration to Approve the Proposed Permitting Process for the Use of Outdoor Recreation Facilities for Commercial Use

Ken Fisher, Recreation Manager, presented this item and stated staff sought Council approval for a permitting process to allow commercial use of parks and fields due to increased use of parks and fields for commercial recreation services.

Council Member Worel asked about the liability on City property if members of the public were injured. Harrington stated it was not high risk.

Mayor Thomas opened the public hearing. No comments were made. Mayor Thomas closed the public hearing.

Council Member Matsumoto moved to approve the proposed permitting process for the use of outdoor recreation facilities for commercial use. Council Member Worel seconded the motion.

RESULT:

APPROVED

AYES:

Beerman, Gerber, Henney, Matsumoto, Worel

VII. ADJOURNMENT

With no further business, the meeting was adjourned.

Minda Stockdale, Deputy City Recorder



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

As part of the requirements in the City Services Agreement, staff is returning to request that City Council review and approve an addendum to the 2017 Park Silly Sunday Market Supplemental Plan with regards to adding two additional transportation services. Park Silly Sunday Market is requesting the approval of alternative transportation options including an Ebike Pedi Cab Service and Increased Shuttle Service. Staff believes that these new transportation items will help supplement already existing transportation plans to help achieve Council's goals of reducing traffic and congestion by providing alternate transportation options.

Respectfully:

Jennifer Diersen,



City Council Staff Report

Subject: 2017 Park Silly Sunday Market Supplemental Plan Addendum Approval
Author: Jenny Diersen, Special Event Coordinator
Department: Special Events
Date: Thursday, June 15, 2017
Type of Item: Administrative

Summary Recommendation

Staff recommends that City Council hold a public hearing, and review and approve the an addendum to the Supplemental Plan for the 2017 Park Silly Sunday Market adding alternative transportation items including an e-bike pedi cab service and shuttle service based on conditions of approval, and findings of the fact that they are operating consistently with the Park Silly Sunday Market City Services Agreement as entered into on November 10, 2016 and Level Three Special Event Permit, as approved on April 27, 2017.

Executive Summary

As part of the requirements in the City Services Agreement, staff is returning to request that City Council review and approve an addendum to the 2017 Park Silly Sunday Market Supplemental Plan with regards to adding two alternative transportation services pilot programs:

- Salt City Cycle Cabs – This is an e-bike pedi cab service.
- PROTRANS Transportation –free direct shuttle service.

Staff believes that these new transportation items will help supplement already existing transportation plans to help achieve Council's goals of reducing traffic and congestion by providing alternate transportation options.

Park Silly Sunday Market continues to work with staff to address suggestions, concerns and implement mitigation opportunities as they arise.

Staff currently anticipates returning to the July 20th City Council meeting for the 2017 Mid-Season Review and will include a debrief of how these added transportation items are performing.

Acronyms

HPCA – Historic Park City Alliance
PCMC – Park City Municipal Corporation
PSSM – Park Silly Sunday Market
SEAC – Special Events Advisory Committee

The Problem and the Opportunity

The PSSM has become an important part of Park City's cultural identity and event calendar. Its success includes cultivating new, local businesses, and creation of community gathering space.

The success of the event has also created impacts that need to be mitigated for specifically in the Old Town neighborhood and Main Street areas.

Background

<u>Date</u>	<u>Item</u>
September 22, 2016	Special Event Work Session Update / Minutes - pages 7 - 11
November 3, 2016	PSSM 2016 End of Season Review / Minutes – pages 14-15
November 10, 2016	PSSM Contract Extension / Minutes (pages 7 -8)
April 27, 2017	PSSM 2017 Supplemental Plan Approval / Minutes 10 - 11

On November 10, City Council approved an extension to the PSSM City Service Contract that included the following terms:

- 1 year contract with no automatic renewal.
- PCMC covers the City Service Fees estimated at \$77,000 for 2017.
- PCMC will make a cash payment of \$20,000 to PSSM.
- PSSM will operate 14 markets on Sundays from June 4, 2017 through September 17, 2017.
- All other terms from the previous contract would remain the same, including:
 - Use areas,
 - City Council Check-ins; and
 - Performance Measures.

The goals of the previous contract and agreement were to reduce the negative impacts of the market, and provide a means for all stakeholders to provide feedback in an effort to reach the goals of all parties involved.

On April 27, City Council reviewed and approved the 2017 Supplemental Plan Summary regarding the following topics:

- Operational Times & Days 2017
- Working Group
- Financial Considerations
- HPCA Vendor Cancellation Policy
- SEAC Engagement
- Recap of supplemental changes from previous years

Analysis Summary

In order to increase transportation mitigations, PSSM worked with staff to explore increasing transportation alternatives during the market. Staff believes the addition of Salt City Cycle Cabs and PROTRANS Transportation will help reduce traffic and congestion in the Old Town area during the 2017 PSSM, and offer increased transportation options.

Staff is returning to Council this evening to ask for an addendum to the 2017 PSSM Supplemental Plan adding two additional transportation service options.

- Exhibit A - Salt City Cabs will offer Ebike Pedi Cab Services to be held on Main Street, Swede Alley, Heber Avenue and Park Avenue on Sundays June 18, 29; July 2, 9 and 16 from 10:00 a.m. to 5:00 p.m.
 - Staff will report a debrief of how this service is operating at the July 20th Mid-Season Review. Should the service receive a positive review at the mid-season debrief, it will continue through out the 2017 PSSM Market Season.
- Exhibit B - PROTRANS Transportation company will help supplement shuttle service from Park City High School to Town Lift Bridge (direct line) on Sundays July 2 and September 3 from 10:00 a.m. to 5:00 p.m.
 - Staff will report a debrief of how this service is operated at the July 20th Mid-Season Review. Should the service receive a positive review at the mid-season debrief, it will also be provided at the September 3 PSSM.

SEAC is aware that this item is being presented to Council this evening. Staff does have a debrief of the PSSM scheduled for SEAC's agenda on June 21, July 19 (mid-season review), August 16 and September 20 (end-of-season review).

HPCA is aware that this item is being presented to Council this evening and is supportive of this pilot program.

Alternatives for City Council to Consider

1. Recommended Alternative: In accordance with Findings, Conclusions and Conditions of Approval, Staff recommends that City Council:

- Approve an addendum to the Supplemental Plan for the 2017 Park Silly Sunday Market based on findings that the additional transportation items will help achieve Council's goals of reducing traffic and congestion in the Old Town Area.
- A summary of the addendum to the 2017 supplemental plan are summarized as follows:
 - Exhibit A - Salt City Cabs Cabs will offer Ebike Pedi Cab Services to be held on Main Street, Swede Alley, Heber Avenue and Park Avenue on Sundays June 18, 29; July 2, 9, 16 from 10:00 a.m. to 5:00 p.m.
 - Exhibit B - PROTRANS Transportation company will help supplement shuttle service from Park City High School to Town Lift Bridge (direct line) on Sundays July 2, and September 3 from 10:00 a.m. to 5:00 p.m.

Pros:

- a. The addition of both Transportation Services support City Council's goal to reduce traffic and congestion.
- b. The event's programs align with [City Council's goals](#) of providing a complete community that values economic diversity and arts and culture, creating engaged and effective government, and a thriving mountain community in the following ways:
 - Vibrant arts and culture offering;

- Protected and celebrated history, as well by creating a community gathering place;
- Safe Community;
- Balance between tourism and local quality of life;
- Varied and extensive event offerings;
- Accessibility during peak times
- Well utilized, fare-free, regional public transit, walk-able and bike-able community;
- World-class, multi-seasonal resort destination

2. Deny Alternative: Deny that Park Silly Sunday Market is operated consistently with their City Services Agreement and satisfactorily meeting the requirements of the 2017 Measures of Success and Supplemental Plan.

Cons

- a. Increased transportation options that would decrease traffic and congestion and provide alternative transportation methods would not occur.

3. Continue the Item Alternative: The City Council may continue the item for more information or discussion, thus postponing the approval of additional transportation options.

Cons:

- a. This will further postpone the approval of increased transportation items that would decrease traffic and congestion and provide alternative transportation methods for the event.

4. Do Nothing Alternative: The Council may do nothing and take no action. The addendum to the 2017 Supplemental Plan would not be approved for the 2017 Park Silly Sunday Market.

Cons

- a. This would provide lack of direction regarding the operation of the 2017 PSSM and alternative transportation options.

Department Review

Special Events, Sustainability, Transportation Planning, Legal, Executive and Budget have reviewed this report. Emergency Management, Building, Police, Public Works, Transit have not reviewed this report but are working with PSSM to ensure that all mitigations and measures of success are met.

Funding Source

Funding for the Park Silly Market comes from the Transportation and Parking Fund from income generated through the paid parking meter program.

No funding is required for the increased transportation items being proposed this evening.

Attachments

Exhibit A	Salt City Cycle Cab Information & Route
Exhibit B	PROTRANS Transportation Information & Route
Exhibit C	2017 Level Three Special Event Permit for PSSM Addendum & Amendment

Exhibit A – Salt City Cycle Cab Information & Path

Salt City Cycle Cab is a local Pedi Cab Service from Salt Lake City. They use E-bikes to provide Pedi Cab services.

Salt City Cycle Cabs will provide services at the Park Silly Sunday Market on June 18, 25; July 2, 9, and 16. They will be piloting the service with two Pedi cabs each market. Should they receive a positive debrief at the Mid-Season Review, they will continue providing such services throughout the remainder of the event through September 17.

Salt City Cycle Cab will be allowed to travel on Park Avenue, Heber Avenue, Main Street and Swede Alley as the map below indicates.

Staff is working with PSSM and Salt City Cycle Cabs regarding pick up and drop off locations. At the time this staff report was due, pick up/drop off will be at 7th Street. Because this is a pilot program, staff will continue to coordinate drop off and pick up locations. At any time a patron wants to be dropped off, Salt City Cycle Cab must pull over as not to block traffic behind them.

Salt City Cycle Cab will charge a fee to patrons. It is currently estimated that this fee will be between \$10 and \$15 dollars for a ride.

Music is permitted to come from the pedi-cab as pertains to section 6-3 of the Municipal Code (No sounds from bells, horns or whistles are permitted on the cab).

Salt City Cycle Cab will obey all traffic laws and regulations.



Exhibit B –PROTRANS Information & Path

PROTRANS is a local Shuttle Service from Park City.

PROTRANS Shuttle Service will help supplement alternative transportation on July 2, and September 3.

PROTRANS Shuttle Service Route will be allowed to travel on 248, 224, Park Avenue, Heber Avenue, Deer Valley Drive, Bonanza as the map below indicates. The direct line will travel from Park City High School parking lot to Town Lift Bridge and continue this direct loop through the day. The service is not permitted to stop at or enter the Old Town Transit Center.

Park Silly Sunday Market has paid to have this service added and will be for free for patrons wishing to use the service. The service is being implemented to help increase a direct line on two of the busiest days at the Park Silly Sunday Market.

PROTRANS Shuttle Service will obey all traffic laws and regulations.

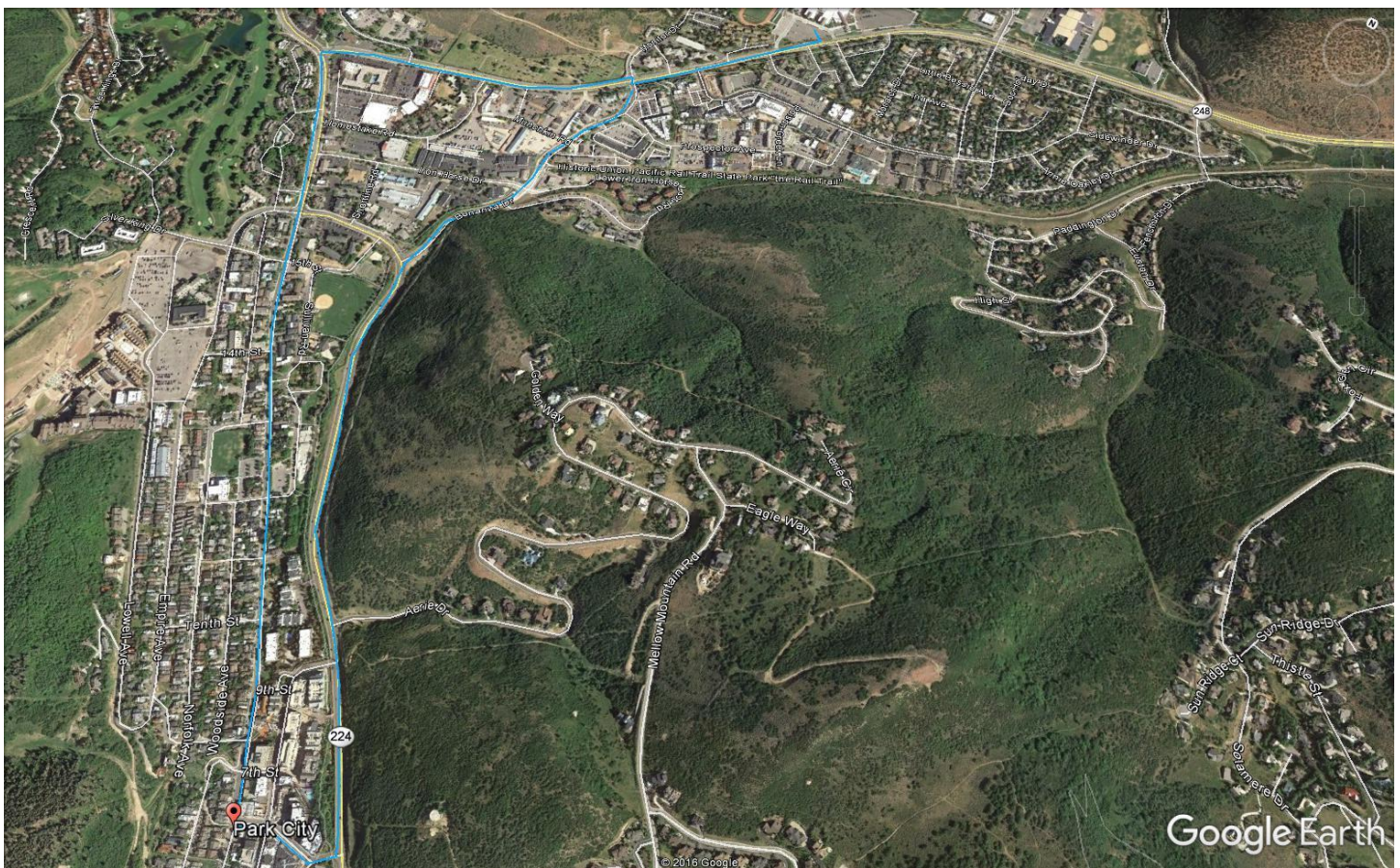




Exhibit C – PSSM Level Three Special Event Permit Addendum DRAFT

SPECIAL EVENT PERMIT

Type of License: Level One Level Two X Level Three
Event Name: 2016 Park Silly Sunday Market
Event Date(s): Sundays, June 4th through September 17th, 2017
No Market on August 6th or August 13th
10:00 a.m. to 5:00 p.m.
Event Location: Lower Main Street, 5th Street
Licensee: Park Silly Sunday Market
Contact Person: Kate McChesney, Executive Director Park Silly Sunday Market
Approved By: Special Events Coordinator X City Council of Park City
Approval Date: June 15, 2017

The Park City Council has approved the Level Three Special Event Permit for the Park Silly Sunday Market as part of the current City Services Agreement that was executed on March 11, 2014. The Park Silly Sunday Market is to be held on Lower Main Street (from Heber Avenue to 9th Street) and on 5th Street, on Sundays June 4th through September 17th from 10:00 to 5:00 p.m. The market will not be held on August 6th to accommodate the Park City Kimball Arts Festival or August 13th. This Level Three Special Event Permit has been issued under the authority described within the Park City Municipal Code Section 4-8-4(C) based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. Park Silly Sunday Market will operate during the following 2017 dates:
Sundays, June 4th through September 17th from 10:00 to 5:00 p.m.
The market will not be held on August 6th to accommodate the Park City Kimball Arts Festival or August 13th.
2. The events will end by 5 p.m. each Sunday, and Main Street shall be reopened to traffic and parking by 8:00 p.m. or sooner when possible. The permittee will organize load-in and load-out for each vendor, as well as, ensure that traffic in the area continues to move during this high traffic time. The permittee is responsible for working to establish and follow parking plans. The applicant will have volunteers as well as the help of Park City Police Department to ensure that efficiency of traffic, transportation and public safety.
3. The permittee has secured permission from the school district to allow the use their parking areas at the Schools around Kearns Blvd. (Hwy. 248). The permittee will use the City's current transit schedule for attendees that use this lot.
4. The permittee has secured additional alternative transportation options including a Pedi Cab service and shuttle service to help supplement transportation plans. Routes and operational days of these service providers are to be approved by the Transportation Planning Department and the Chief of Police. The alternative transportation service providers must comply with city noise and traffic laws. The Park City Special Events Staff and Police Department have the right to cancel operations upon any condition, violation or weather that jeopardizes the life, safety or property of the residents or visitors of Park City.
5. The applicant is working with Park City Parking Services Department on nonexclusive use of City parking lots for vendors and market attendees. The permittee will be responsible for providing the Parking Services Department with a list of vendors license plates no later than 10

a.m. at each market.

6. The applicant has established a weather and emergency plan and will train staff and volunteers to the requirements of the plans. The applicant has established these plans to maximize the safety event attendees, volunteers, staff, the general public. There are no weather dates for the event, but the applicant is aware that weather could interfere with the possibility of the event's proposed activities. In the case that the event were to be cancelled due to dangerous weather conditions, they would notify the general public as well as participants in the event. The applicant understands that Park City Special Events, Police, Fire, Building Official/Fire Marshal and Emergency Management have the right to cancel or postpone the event at anytime due weather or emergency conditions.
7. The events associated with the Park Silly Sunday Market will not require the diversion of so great a number of police, fire, or other essential public employees from their normal duties as to prevent reasonable police, fire, or other public services protection to the remainder of the City.
8. The concentration of persons, vehicles, or animals will not unduly interfere with the movement of police, fire, ambulance, and other emergency vehicles on the streets or with the provision of other public health or safety services.
9. There are other Special Event Permits that have been granted for Sundays, June 4th through September 17th.

The table below will show in column (A) - Geographic separation of events; column (B) - Proposed time and duration of the events; column (C) - Anticipated attendance. Park Silly Sunday Market will not substantially interfere with the logistics and venue for any event for which a license has already been granted and with the provision of City services in support of other such events or governmental functions based on the following:

DATE	EVENT	A – Geographic Separation	B - Proposed Time & Duration	C – Anticipated Attendance
July 9, 2017	Park City Food & Wine Classic	Locations throughout Park City	8am – 8pm	30 – 50 at individual locations
July 9, 2017	State Room Presents Concert	Deer Valley	7:00 p.m. – 10:00 p.m.	3,000
September 10, 2017	Walk A Mile In Her Shoes	City Park	7 a.m. to noon	200
September 17, 2017	Tour De Suds	City Park	9 a.m. to noon	250
September 17, 2017	Autumn Aloft	N40 Fields	7:00 a.m. to noon	2,500
September 17, 2017	Harley Fall Ride	Brew Pub Plaza	Noon to 3:00 p.m.	300

10. The size of the crowd and nature of the event will not create an imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
11. The applicant has been working with City Staff and applicable departments to address all event concerns. The Applicant demonstrates an ability and willingness to conduct the event pursuant to the terms and conditions of this Chapter and has not failed to conduct a previously authorized event in accordance with the law or the terms of a license, or both.
12. Staff finds Park Silly Sunday Market is meeting the Measures of Success, is consistent with the measures as outlined in the City Services Agreement as entered into on March 11, 2014



and supports Council's goal of creating a complete community that values economic diversity, arts and culture, and a thriving mountain community. This event creates a community gathering place, encourages and supports the Historic Main Street Alliance, Park City Businesses and encourages local and regional tourism and supports continued Main Street vibrancy.

Conclusions of Law:

1. The application is consistent with the requirements of the Park City Municipal Code, Title 4, Chapter 8.

Conditions of Approval:

1. The applicant, at its' cost, shall incorporate such measures as directed by Staff in order to ensure that any safety, health, or sanitation equipment, and services or facilities reasonably necessary to ensure that the event will be conducted with due regard for safety are provided and paid for by the applicant.
2. The permittee shall keep all noise to Market hours, which are between 10:00 a.m. and 5:00 p.m., Sundays, June 4th through September 17th, 2017. The applicant must apply and receive permission pursuant to Park City Municipal Code [6-3](#) prior to conducting any activity in excess of the noise ordinance. The applicant will work with City Staff to orient the activities so as to minimize sound impacts to the neighborhood and the applicant shall monitor the following:
(A) The permittee, or his/her designee, shall provide on-site management for each aspect of the event.
3. The permittee has agreed to return to and give a mid-season and end-of-season review for the 2017 market season.
4. In addition to the permittee's minimum insurance as required by state law or applicable regulation (for example worker's compensation, auto, and liquor liability as applicable), **any transportation service provider shall provide proof of public liability insurance in an amount as determined by the City Attorney's Office, and shall further name Park City Municipal Corporation as an additional insured.**
5. All plans for tents, stages and other temporary structures as well as flammable materials shall be submitted to the Building Department for review and permitting no later than the Thursday previous to each market week.
6. The permittee is responsible for creating an Operational, Parking and Pedestrian Management Plan in a form approved by the Park City Municipal Event Manager and Chief of Police.
7. The permittee is responsible for providing volunteers during event with a volunteer plan during both events.
8. The applicant use of barricade and signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.
9. All third party approvals including the Park City School District, Summit County and State permit approvals required for this event shall be secured by the Thursday previous to each market week and submitted to Park City Municipal Corporation.
10. The Park City Special Events, Police, Fire, Building Official/Fire Marshal and Emergency Management have the right to cancel event upon any condition, violation or weather that jeopardizes the life, safety or property of the residents or visitors of Park City.
11. The Applicant will provide a vendor list and sign plan for the event. All handouts, flyers, banners and other signage, shall comply with Park City Municipal's sign code.
12. PSSM will operate for fourteen (14) Sundays, June 4th through September 17th. PSSM will not



be held on August 6 or August 13th due to other events that are scheduled.

13. PSSM will extend its operational time by one hour on September 17, 2017 for Silly Fest. PSSM is requesting to have a stage with a band and beer garden that will remain open until 6:00 p.m. on this date. Clearing and reopening of Main Street will happen no later than 8:00 p.m.
14. Estimated fee waivers for City Services in 2017 are \$77,283, and contracted municipal funds for the 2017 season are in the amount of \$20,000.00. Changes in City Service fees shall be reported at the mid-season and end-of-season review.
15. PSSM will provide vendor license plate numbers to the Parking Services Department no later than 10:00 a.m. during each Sunday. This is to help ensure that vendors are parking in vendor parking areas.
16. PSSM shall report zero waste statistics in pounds for the 2017 season as to allow for comparison to the previous year.
17. PSSM shall maintain the following vendor types at no more than 6 Import Vendors per market.
18. PSSM shall have non-exclusive use of the upper and lower Sand Ridge Parking Lots, as well as the Top of China Bridge for Vendor Parking. In addition, PSSM shall be permitted to utilize four (4) parking spaces in the Mawhinney Lot at City Park for up to four (4) PSSM Box Trucks. During times when the Mawhinney Lot is closed or in use by another event, such as Miners Day, PSSM shall work with Staff to find other possible locations for these four parking spaces.
19. PSSM estimates overall attendance in 2017 will be 200,000. PSSM shall work with Staff to address the challenges and opportunities created by the growth in attendance to the event with regards to maintaining public safety, traffic and transportation impacts to the City.
20. PSSM use area remains the same as in years past, however, PSSM has been working to coordinate access for residents who will live at the Rio Grande 820 Park Residential Development. Additionally, PSSM has kept Miners Park on their site plan as a possible use area, but acknowledges that the site could go under construction this year and during that time they would not be allowed to program the space.
21. PSSM will work with the Fire Marshall, and Public Safety Personnel regarding placement of emergency staff and equipment, but anticipates that Fire and EMS will be staged on 7th Street. PSSM has also submitted an Emergency Operations Plan which is being coordinated with Park City Police, Emergency Management and Park City Fire.
22. PSSM shall have a deadline of May 1, 2017 for all HPCA vendor requests as pertains to the Vendor Mix requirements. Any unfilled dates for June that are not fulfilled by the May 1 deadline, will be filled by other vendors as pertains to the Vendor Mix requirements, and subsequently on the first of each month through August 1, 2017. Any vendors who are scheduled and fail to notify PSSM staff prior to 5:00 p.m. on the Thursday before the scheduled Sunday will receive a bill for a \$150.00 cancellation/no show fee. For HPCA - the next scheduled HPCA member will not be permitted to participate or load-in if the cancellation/no-show fee has not been paid. PSSM vendors who do not pay the fee, will not be permitted to return until the fee has been paid.

PASSED AND APPROVED this Thursday, the 27th day of April, 2017.

PARK CITY MUNICIPAL CORPORATION

City Manager, Diane Foster

Attest:



Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

DRAFT



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

The Peace House Inc. has applied for a fee waiver for building, planning, engineering and impact fees associated with the construction of a new commercial structure located at 700 Round Valley Drive, Park City, building permit BD-17-23946. Total fees for Building, Planning, Engineering and Impact Fees are \$199,410.47. [MCPC 11-12-15](#) requires Council to approve fee waivers above \$25,000.00.

Consistent with the Administrative Policy for the Adjustment or Waiver of Construction and Development and Impact Fees, any total waiver of fees waivers in excess of the \$200,000.00 per fiscal year will require any additional requests to obtain City Council approval. This request is anticipated to impact fiscal year 2018 (as determined by permit issuance date). Any fee adjustment applications beyond \$200,000 within the same fiscal year will require City Council approval, even if the individual request is less than \$25,000.00.

Respectfully:

Michelle Downard, Deputy Chief Building Official



City Council Staff Report

Subject: Peace House Inc. - Fee Waiver Request
Author: Michelle Downard, Deputy Chief Building Official
Department: Building Department
Date: June 15, 2017
Type of Item: Administrative

Summary Recommendation

Staffs recommends for Council hold a public hearing and make a final determination on a fee waiver request in the amount of \$199,410.47 for the Peace House Inc. in accordance with the [Municipal Code of Park City \(MCPC\) 11-12-15](#).

The Fee Adjustment Committee recommends a waiver of \$50,000.00. Their recommendation is reflective of their scoring criteria and consideration of the City Council's goals, the project's public benefit, the applicant's need for the waiver and the other City funding/support already provided.

Executive Summary

The Peace House Inc. has applied for a fee waiver for building, planning, engineering and impact fees associated with the construction of a new commercial structure located at 700 Round Valley Drive, Park City, building permit BD-17-23946. Total fees for Building, Planning, Engineering and Impact Fees are \$199,410.47. [MCPC 11-12-15](#) requires Council to approve fee waivers above \$25,000.00.

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Acronyms

MCPC Municipal Code of Park City

The Problem

The Peace House Inc. is a non-profit organization which provides a public benefit and the fees associated with the development of a new structure could create a financial hardship.

Background

- The Peace House Inc. is constructing a new commercial building located at 700 Round Valley Drive, Park City and includes new 42,000 sq ft facility and contains 22 housing units.

- The Peace House Inc. has operated in Park City since the early 1990's as a non-profit business and has identified multiple public benefits within their application, including short term housing for victims of domestic violence, therapy, training, childcare and public outreach regarding domestic violence.
- The fees for building, planning and engineering are calculated according to the cost of providing the services related to the development. Therefore, any waiver of fees would have to be absorbed by the already allocated General Fund.
- The subject fees are an estimate and may vary slightly due to changes in the scope of construction activity or other factors. The fee request includes the \$2,000 fee already paid for building plan review.
- [MCPC 11-12-15](#) allows for fees to be reduced or waived for public or non-profit projects which are deemed to serve a beneficial public purpose, provided that any waiver or reduction in excess of five thousand dollars (\$25,000) must have City Council approval.
- Impact Fees (including public safety and streets) were calculated in association with the new development in accordance with MCPC Title 11, Chapter 13 and are eligible to be waived if the development activity provides a broad public purpose.
- Indoor and Outdoor Water Impact Fees are not reflected in the fee waiver, which is consistent with the Water Service Agreement executed on May 5, 2008 between Park City Municipal and IHC Health Services Inc.
- On April 13, 2017 Council adopted the Administrative Policy for the Adjustment or Waiver of Construction and Development and Impact Fees and the creation of the Fee Adjustment Committee ([packet, pg 118](#))
- Park City receives Fee Adjustment Applications on an ongoing basis. Significant projects anticipated within the near future include Woodside Park (city project), PC Heights (affordable housing) and the National Ability Center (non-profit).

Analysis

- The total valuation for the development is \$9,000,000.00. Fees have been calculated in accordance with the adopted fee schedule. This is a significant construction project that will require a corresponding amount of staff time from primarily the Building Department, as well as time from the Planning and Engineering Departments.
- The Fee Adjustment Committee returned a waiver recommendation of \$50,000.00. Their recommendation is reflective of their scoring criteria. The Committee's scoring for City Council's goals and the project's public benefit were both high with an average score of 27 out of 30. The scores for the applicant's need for the waiver were lower and reflected the committee's consideration of other City funding/support already provided (see below). The Committee scored the applicant's need for a waiver at 7.5 out of 30. The Committee also expressed concerns on the availability of funding for other applicants if this request were to exhaust the \$200,000 threshold (not including City projects). While other applicants would still be eligible to request a waiver, they would require Council approval. The Committee feared that this process would deter applicants from applying.
- A \$50,000 decrease in revenue for the Building Department (in the form of a fee waiver) would result in a shortfall that would have to be absorbed by the general

fund or result in a strain on the department budget, whose largest expenditure, like most other departments, is personnel. A \$200,000 fee waiver for one project, would create a significant deficit in the Building Department or, if passed on, within the General Fund, and would make it difficult to justify additional fee waivers for other organizations within the same fiscal year. The total fee waiver request of \$199,410.47 is the equivalent of 2 full time Building Inspectors (aprox \$30/hr with benefits).

- The Peace House Inc. identified the following actions taken to contribute to City Council's goals and further justify a fee adjustment:
 - Energy- LEED construction and Incorporating Solar Power as part of the Rocky Mountain Power Blue Sky Initiative
 - Housing- Over 65% of the building is affordable housing (pending staff's full plan review for compliance)
 - Involved Citizenry - with a large component of volunteers and major emphasis on public outreach in order to prevent domestic violence
 - Economic Diversity - by providing shelter for residents of all levels of society
 - Need for Waiver- The project is being funded through a combination of sources, including Summit County, the sale of the existing shelter, Intermountain Health Care Affordable Housing Fees and donations. Therefore, any waiver of fees would be financially impactful.
- If the City Council approves the \$50,000 fee waiver, the City will be providing the following to The Peace House over a two year period:

Item	Total
2017-2018 Special Service Contract	\$65,000 (cash)
2015 City allowing IHC fulfillment of 12.5 AUE	\$1,780,775 (monetary value)
2017-2018 This Building, Planning, Engineering Fee Waiver	<u>\$50,000</u>
Total	\$1,895,775
<i>Additional: 2015 allowing IHC fulfillment of 4 AUEs</i>	<i>\$2,596,775 (monetary value)</i>

- The Peace House Inc. was awarded \$32,500 for FY17 and FY18 through the Special Service Contract process to help fund specific services, including the administration of the Peace House Women's Shelter and Educational Services Programs.
 - Park City has assisted the Peace House Inc. by allowing Intermountain Health Care to fulfill 12.5 affordable unit equivalents through a land lease on the property on which Peace House Inc. is building their new facility (cost is \$1 per year and lease is for 50 years). The monetary value of this transaction is \$1,780,775 based on an in lieu fee valuation. Additionally, Park City allowed Intermountain Health Care to make a donation to Peace House in order to fulfill 4 additional affordable unit equivalents (\$816,000) of their housing obligation, (\$2,596,775 in value). See the Council Packet on [June 4, 2015, pg. 714](#) and [February 2, 2017, pg. 141](#).
- This individual request is anticipated to impact FY18 (determined by the date of permit issuance) and has the potential to almost meet the Administrative Policy fiscal year threshold of \$200,000.00. Consistent with the policy, all additional

requests during that fiscal year would require City Council approval unless otherwise directed. This request is anticipated to impact fiscal year 2018 (as determined by permit issuance date). Any fee adjustment applications beyond \$200,000 within the same fiscal year will require City Council approval, even if the individual request is less than \$25,000.00.

Building Fees	
\$72,000.00	Building Permit (\$2,000 already paid)
\$46,800.00	Plan Check
\$720.00	State Fee
\$9,137.80	Sub Electrical
\$10,897.30	Sub Mechanical
\$2,897.75	Sub Plumbing
\$229.33	State Fee for Subs
\$34,060.00	Parks, Trails, Open Space
\$11,331.77	Public Safety
\$6,350.48	Streets
\$194,424.43	Total

Planning Fees	
\$320.00	Master Sign Plan
\$1,300.00	Design Review
\$1,620.00	Total

Engineering Fees	
\$1,166.04	New Water Meter
\$200.00	Work in the ROW Permit
\$2,000.00	Work in the ROW Guarantee
\$3,366.04	Total

Alternatives for City Council to Consider

- A. Approve:** City Council would approve a \$50,000.00 fee waiver, consistent with the Fee Adjustment Committee's Recommendation.
- B. Deny:** Council can deny the request for any waiver and the Peace House Inc. will be responsible to pay all calculated fees.
- C. Amend:** Council may amend the current recommendation and waive a higher or lower percentage of the fees.
- D. Continue:** Council may continue the item.

Department Review

The Engineering, Planning, Budget, Legal and Executive Department have reviewed this staff report.

Attachments

EXHIBIT A Peace House Inc. – Construction and Development Fee Adjustment Application



Exhibit A - Peace House Inc. - Construction and Development Fee
Adjustment Application

**Construction and Development
Fee Reduction Application**
Park City Municipal Corporation

Please provide two (2) hard copies and an electronic copy of this application and all other requested information to the Building Office.

(1) Applicant Contact Information

Name Peace House Inc

Address 1960 Sidewinder Dr, Suite 208
Park City, UT 84060

Phone 435 658-4739 Fax 435-658-4804

E-mail dclyde@allwest.net

Permit(s) Building Permit: BD-17-23946 and CUP of May 26th

(2) Indicate the applicable items for which a waiver is being requested (all that apply):

- | | |
|--|---|
| ☒ Building Plan Review | ☐ Annexation Application Fee |
| ☒ Engineering Plan Review | ☐ Condo Plat Application Fee |
| ☒ Planning Plan Review | ☐ Plat Amendment Application Fee |
| ☒ CUP Application Fee | ☐ Historic District Design Review |
| ☐ MPD Application Fee | ☒ Water Fees (interior) |
| ☒ Building Permit Fee | ☒ Water Fees (exterior) |
| ☐ Parks, Trails, Open Space, Police, Roadway Facilities | |
| ☒ Other: Please explain: Water fees are apparently covered in the IHC annexation but in the event that there are any additional fees in this regard we are including them. | |

(3) Projected total of all fees: \$ _____ ~\$ 60,000 _____

(4) Total construction cost of subject project: \$ _____ \$9,000,000 _____

(5) Project Description: Please provide no more than two pages of narrative addressing the following topics.

- a) Contributing to a City Council Goals (30 pts)
Traffic Mitigation; Affordable Housing; Green Construction; Decreased Carbon Emissions; Involved Citizenry; Economic Diversity; Thriving Mountain Community; Arts & Culture; Preserving and Enhancing the Natural Environment

September 30, 2015

Project Description for the Peace House Community Campus

May 16, 2017

Overview

The Peace House is a nonprofit organization operating in Park City since the early '90s. The existing shelter serves short-stay victims of domestic violence and consists of roughly 3,000 sq ft. The offices for Peace House Staff are also located in town in a separate facility. The new facility will consist of 42,000 sq ft and contain 22 affordable housing units (2 of which will be for Peace House employees) day care, support staff, all offices and public outreach facilities.

Proposed Facility

The new building is a significant expansion, in both in form and function, providing for more holistic care for victims of domestic violence through the following facilities:

1. Provide expanded short-term housing in a total of 8 Emergency Shelter units with multiple bedrooms within each unit and a common kitchen
2. Provide 12 new Transitional Housing units for people who have terminated their violent relationships and need to rebuild their lives as emancipated individuals or families
3. Combine all therapy, training, childcare and support facilities for all residents in one location
4. Allow for outpatient uses for people transitioning in or out of the facility
5. Provide Staffing facilities for public outreach

The overall purpose of this expansion is not simply a larger facility of increased capacity, but rather a transition to a comprehensive care facility. Rather than simply interrupting violence, the new facility will concentrate on changing people's lives so that they can leave the cycle of violence.

City Council Goals

The new facility meets as many of the Council's goals as can possibly be imagined in a dedicated use facility.

- **Non-Profit:** The Peace House is a long-established nonprofit serving a critical need for our most vulnerable citizens.
- **Affordable Housing:** Over 65% of the building is affordable housing
- **Green Construction:** The project is designed to LEEDs standards
- **Carbon Emissions:** The project will incorporate a solar component as part of the Rocky Mountain Power (RMP) Blue Sky initiative (currently under review by RMP). In addition, it is adjacent to an existing bus stop and will likely warrant regular scheduled bus service to the area when aggregated with surrounding uses.
- **Involved Citizenry:** Peace House has a large component of volunteer citizenry that will be greatly expanded in the new facility and will involve a major emphasis on public outreach in order to prevent domestic violence at all levels of society.
- **Economic Diversity:** Peace House provides shelter for residents from all strata of our economy, but due to the nature of domestic abuse, they are economically some of our most vulnerable citizens.
- **Need for a Fee Waiver:** This project is funded by a combination of funding from the County, the sale of the existing Shelter to the City, Intermountain Health Care affordable housing fees, a donation of land by Intermountain, and funding from multiple citizens, philanthropic groups and business entities. The waiver of fees by the City will be both financially significant as well as a demonstration of the importance of the project to the City.

The remaining information requested by the application is attached, but please let us know of any perceived deficiencies and we will provide more detail as needed.

Peace House Mission Statement and General Description for 990 Tax Return:

Mission Statement:

Peace House is a charitable organization dedicated to ending family violence and abuse in the community through education, outreach, support services and shelter.

General Program Description:

Peace House provides a safe haven for individuals and their children when they have no other viable option to escape domestic violence. The shelter provides temporary safe housing for families while they acquire the skills and resources necessary to start their lives anew, free from violence and fear. Our goal is to help these families continue their lives with the least amount of disruption possible while they stabilize within the safety of the shelter.

While at the shelter, the families are provided all of their immediate needs. The children go to school and we assist with arranging temporary shelter for family pets, when necessary. Additionally, Peace House provides many resources to help clients while they are living at the shelter, including support groups, parenting classes, safety planning and domestic violence education. Case workers connect victims with the resources they need to implement a personal plan. Resources may include government agencies and other nonprofits that can provide them with legal, medical, housing, transportation, financial and other services necessary to rebuild their lives. Peace House also helps clients navigate and access available programs like the courts, police, social services, workforce services, housing agencies and others. Without Peace House, many victims seeking a way out of the cycle of violence would lack the knowledge and confidence to take advantage of resources available in the community to help them.

The Peace House shelter was built in 1995 at an undisclosed location in a Park City residential neighborhood to help ensure the safety of the families it houses. It is a state-licensed facility with licensed social workers and trained shelter advocates on-site 24/7. It can accommodate up to 15 people (a combination of adults and their children) in five private rooms, each with a different sleeping configuration.

Peace House Volunteer Program Description for 990 Tax Return:

The Peace House Volunteer Program actively supports each of the services areas provided by Peace House, including direct victim services, shelter property maintenance and enhancement, community awareness and fundraising events, grant-writing efforts, and on-going administrative, legal and technical support. The Peace House Volunteer program successfully attracts volunteers with diverse expertise, education and talents, and provides them mutually-beneficial opportunities to positively contribute to our broad range of services. The time, commitment and support provided by volunteers truly changes and saves lives.

Volunteers have the opportunity to provide long-term support or simply one-time contributions. Peace House volunteers who provide direct client services are required to complete background checks and extensive training in the many issues associated with domestic violence and victim services. All Peace House volunteers, whether in direct client contact or indirect assignments, are asked to complete a basic domestic violence education program and required to abide by confidentiality and code of conduct guidelines.

Peace House Outreach Program Description for 990 Tax Return:

The Peace House Outreach Program is designed to provide out-of-shelter services to victims of domestic violence, including men, women and families. Through the Outreach program, all the same victim services are available to victims who are not seeking emergency shelter.

Peace House Outreach services are designed to empower victims to make changes when faced with an abusive situation and provide prevention education to reduce the possibility of future abusive relationships. Outreach workers help clients develop a personalized plan for enacting change and working toward a safer and healthier domestic life. The Peace House Outreach program provides support and preventive services at all stages of an abusive relationship, but is uniquely positioned to offer assistance during the early stages of the cycle of abuse. The goals of these Outreach services include enacting healthy changes that prevent further escalation of abuse and the need for more serious crisis intervention later.

Just as for shelter residents, the Outreach program provides a wide range of services including support groups, parenting classes, safety planning and domestic violence education. Outreach workers connect victims with important resources such as police, social services, government agencies and other nonprofits that can provide them with legal, medical, housing, transportation, financial and other services necessary for them to start their lives anew. Without the Peace House Outreach program, many victims in the community would lack the knowledge and confidence to take advantage of resources available in the community to help them break the cycle of violence in their lives.

Peace House Education / Awareness Program Description for 990 Tax Return:

The Peace House Education/Awareness program is designed to provide education and awareness programs to schools within our service district and the community at large. The School Program delivers age-appropriate training in the classroom for grades K through 12. Our curriculum includes Child Abuse Prevention, Internet Safety, Dating Violence and Domestic Violence Awareness and is based on materials developed by Prevent Child Abuse Utah, approved by the State Office of Education. Our educators work closely with counselors at each school to ensure the curriculum is delivered in a way that does not intimidate, but rather, encourages health discussion, raises awareness, self-confidence and imparts knowledge about who to talk to when a child experiences or witnesses violence or abuse of any kind. Each school year, the Peace House Education program reaches over 2,000 students, in 33 schools, in four school districts.

In addition to the School Program, Peace House offers Community Awareness programs designed to provide important information and training for community groups and organizations. In addition, Peace House provides education services to church and civic groups, employers, public safety agencies and many others. These education programs are designed to not only raise awareness and understanding of the complex issues surrounding abuse, but to also let community members know what they can do if they suspect an incidence of domestic violence within their own sphere of influence. The Peace House Education / Awareness program seeks to provide awareness training and resources that help to break the cycle of violence in our community.

The Peace House organization has entered into a new land lease agreement in order to construct and operate a new facility. Specific costs incurred related to this new facility are being recorded separately until feasibility of the program has been determined.

Peace House Clinical Program Description for 990 Tax Return:

The Peace House Clinical Program is designed to provide clinical services to adults and children to address the trauma created by domestic violence.

In 2015 the clinical therapist role was expanded to a full-time position in the role as the Clinical Director, and therapy was provided to shelter as well as outreach clients for the first time in Peace House history.

2016 brought many welcome changes to the Clinical program at Peace House, including hiring an additional three part-time therapists, relocating to a separate office space and providing intensive evidenced based clinical trainings to our staff.

We have an organized, professional team with proper meeting spaces, structured outcome measurements, program evaluations, and four staff people to meet the needs for all who have experienced Domestic Violence in Summit and Wasatch counties.

In 2016, the clinical team has provided over 1,000 hours of therapy to over 100 adults and children. All clinical services are provided free of charge to family members experiencing family abuse.

State of Utah
Department of Human Services
Office of Licensing



PEACE HOUSE, INC.
516 MARSAC AVENUE
PARK CITY, UT 84060

is hereby licensed to provide
RESIDENTIAL SUPPORT
FOR 15 ADULT AND YOUTH CLIENTS

in accordance with the laws of the State of Utah and the rules and
regulations prescribed by the State Office of Licensing.

This license is issued for the period

June 1, 2016 to April 30, 2017

This license is not transferable and is subject to revocation for cause

Number 25825



State of Utah

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

Department of Human Services

ANN SILVERBERG WILLIAMSON
Executive Director

Office of Licensing

DIANE MOORE
Executive Director

May 21, 2016

PEACE HOUSE, INC.
1960 SIDEWINDER DR., #208
PARK CITY, UT 84060

SUBJECT: LICENSE APPROVAL - RENEWAL

Dear Director:

Your application to provide Residential Support for 15 adult and youth clients has been approved.

The license is issued for the period from 06/01/2016 to 04/30/2017. The enclosed license is subject to revocation for cause; or if there should be any change in the management, ownership, or address of the facility, the license is automatically void and should be returned to our office. The enclosed license must be posted in the facility.

The approval of your license is based upon reports submitted to this office by our staff and by the collaborative agencies which show that reasonable standards of care are maintained and the services provided meet the requirements established by our State Standards.

During the period for which the license is granted, representatives from this office and other collaborative agencies may make periodic supervisory visits and will be available for consultation. Please feel free to request assistance at any time.

Tonya Lundahl
Licensing Specialist

Enclosure: License #25825
cc: DCFS

**STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF CONSUMER PROTECTION
REGISTRATION**

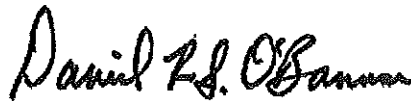
EFFECTIVE DATE: 05/26/2016

EXPIRATION DATE: 07/01/2017

**ISSUED TO: PEACE HOUSE INC
1960 SIDEWINDER DR STE 208
Park City UT 84060**

**REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAILS(S)
6535838-CHAR Charitable Organization**

87% of contributions REPORTED to be used in charitable purpose



Director, Division of Consumer Protection

**STATEMENT: THE STATE OF UTAH MAKES NO CERTIFICATION AS TO THE CHARITABLE WORTHINESS
OF ANY ORGANIZATION ON WHOSE BEHALF A SOLICITATION IS MADE NOR AS TO THE MORAL
CHARACTER OF THE HOLDER OF THE PERMIT**

MUST BE POSTED IN A CONSPICUOUS LOCATION

PEACE HOUSE INC
1960 SIDEWINDER DR
208/214
PARK CITY, UT 84060



License Number: B-007348
Customer Number: 081325
Issue Date: 1/1/2017
Expiration Date: 9/30/2017

BUSINESS LICENSE

BUSINESS DESCRIPTION: NON-PROF
LEGACY ZONE: 08

PATTEN, JANE

2017

PEACE HOUSE INC
PO BOX 682141
PARK CITY, UT 84068-2141

RMP
CITY MANAGER

Lori W. Collett
FINANCE MANAGER

NON-TRANSFERABLE



Park City Municipal Corporation
445 MARSAC AVE
P.O. BOX 1480
PARK CITY, UT 84060

RECEIPT

PEACE HOUSE INC
PO BOX 682141
PARK CITY, UT 84068-2141

Date Paid :

License	Description	Amount
B-007348	Business License Fee :	
	Administrative Fee :	
	Penalty :	
	Total :	

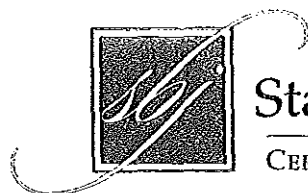


**Independent Auditors' Report
and Financial Statements**

June 30, 2016

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Stayner Bates & Jensen P.C.

CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Management of
Peace House, Inc.
Park City, Utah

Report on the Financial Statements

We have audited the accompanying financial statements of Peace House, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2016, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Peace House, Inc. as of June 30, 2016, and the changes in net assets and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Stayner, Bates & Jensen, P.C.

Stayner, Bates & Jensen, PC
Salt Lake City, Utah
October 25, 2016

PEACE HOUSE, INC.
Statement of Financial Position
June 30, 2016

ASSETS

CURRENT ASSETS

Cash and cash equivalents (Note 1)	\$ 564,987
Grants and other receivables (Notes 1 and 2)	67,769
Pledges receivable (Note 1)	20,400
Prepaid expenses and other	6,998
Total Current Assets	<u>660,154</u>

PROPERTY AND EQUIPMENT (Note 1)

Shelter and improvements	136,432
Other building improvements	15,570
New facility - construction in progress	49,540
Furniture and equipment	60,330
Software	4,545
Accumulated depreciation	<u>(120,805)</u>
Total Property and Equipment	<u>145,612</u>

TOTAL ASSETS	<u><u>\$ 805,766</u></u>
---------------------	--------------------------

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable and accrued expenses	\$ 46,188
Deferred special event revenue (Note 1)	4,000
Current portion - notes payable (Note 3)	1,817
Total Current Liabilities	<u>52,005</u>

LONG-TERM LIABILITIES

Notes payable (Note 3)	<u>99,721</u>
Total Liabilities	<u>151,726</u>

COMMITMENTS AND CONTINGENCIES (Note 4)

NET ASSETS

Unrestricted	467,751
Temporarily restricted	<u>186,289</u>
Total Net Assets	<u>654,040</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 805,766</u></u>

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Statement of Activities
For the Year Ended June 30, 2016

	Unrestricted	Temporarily Restricted	2016 Total
PUBLIC SUPPORT AND REVENUE			
Grants and contracts (Note 2)	\$ -	\$ 535,073	\$ 535,073
Contributions	174,324	401,789	576,113
Shelter maintenance contribution	3,850	-	3,850
Donated goods, facilities, and services	69,028	-	69,028
Special event revenue	179,267	-	179,267
Interest and dividend income	399	-	399
	426,868	936,862	1,363,730
Net assets released from restrictions	750,573	(750,573)	-
Total Public Support and Revenue	1,177,441	186,289	1,363,730
OPERATING EXPENSES			
Program Services:			
Volunteer	74,093	-	74,093
Education/Awareness	109,250	-	109,250
Shelter	422,426	-	422,426
Outreach	127,107	-	127,107
Clinical	125,059	-	125,059
New Facility	165,960	-	165,960
Total Program Services	1,023,895	-	1,023,895
Supporting Services:			
Management and general	31,868	-	31,868
Fundraising	72,281	-	72,281
Total Supporting Services	104,149	-	104,149
Total Operating Expenses	1,128,044	-	1,128,044
Change in Net Assets	49,397	186,289	235,686
Net Assets at Beginning of Year	418,354	-	418,354
Net Assets at End of Year	\$ 467,751	\$ 186,289	\$ 654,040

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2016

	PROGRAM SERVICES						SUPPORTING SERVICES				
	Volunteer	Education/ Awareness	Shelter	Outreach	Clinical	New Facility	Total Program	Management and General	Fund Raising	Total Support	Total Expenses
Salaries	\$ 54,061	\$ 84,205	\$ 242,382	\$ 87,627	\$ 94,837	\$ 57,500	\$ 620,612	\$ 16,496	\$ 43,469	\$ 59,965	\$ 680,577
Payroll taxes	4,079	6,255	18,089	6,559	7,164	4,013	46,159	1,240	3,181	4,421	50,580
Benefits	2,636	7,405	22,060	8,527	5,048	3,241	48,917	2,963	5,606	8,569	57,486
Workers compensation	339	442	3,830	458	225	-	5,294	223	205	428	5,722
Payroll fees	368	551	1,700	597	643	368	4,227	92	276	368	4,595
Bank & credit card fees	226	334	1,088	377	381	4,065	6,471	106	219	325	6,796
Client assistance & needs	-	-	1,107	20	100	-	1,227	-	-	-	1,227
Equipment lease	331	431	761	909	274	-	2,706	479	299	778	3,484
Facility rent	7,710	5,711	10,324	12,669	5,895	-	42,309	2,668	2,001	4,669	46,978
Food & household	-	-	66,063	3,138	-	-	69,201	-	50	50	69,251
Furniture & fixtures	-	-	2,670	-	2,971	-	5,641	85	-	85	5,726
Insurance	800	-	5,430	-	60	-	6,290	693	-	693	6,983
Interest	-	-	4,929	-	-	454	5,383	-	-	-	5,383
Internet/ computer	436	1,026	2,515	938	1,713	1,021	7,649	313	884	1,197	8,846
Licenses/ dues	408	22	1,908	36	80	-	2,454	77	117	194	2,648
Maintenance	102	153	1,390	321	102	-	2,068	153	102	255	2,323
Marketing and promotion	-	-	-	-	-	8,239	8,239	-	-	-	8,239
Office supplies	64	64	1,069	361	616	17	2,191	456	208	664	2,855
Postage & delivery	-	-	300	5	3	48	356	269	49	318	674
Printing & reproduction	88	495	37	648	-	-	1,268	126	288	414	1,682
Program supplies	65	199	397	598	213	-	1,472	-	-	-	1,472
Professional fees	617	617	3,836	959	1,610	85,417	93,056	2,171	480	2,651	95,707
Security	-	-	522	-	-	-	522	-	-	-	522
Services	-	110	3,904	330	313	-	4,657	1,744	450	2,194	6,851
Staff development	93	-	759	-	1,269	-	2,121	36	236	272	2,393
Telephone/ utilities	679	236	14,034	1,583	600	624	17,756	1,434	295	1,729	19,485
Travel & auto	161	841	2,310	47	837	810	5,006	-	223	223	5,229
Volunteer expenses	609	21	35	44	60	57	826	-	-	-	826
Other fundraising costs	132	132	-	-	-	86	350	-	13,599	13,599	13,949
Total Functional Expenses	74,004	109,250	413,449	126,751	125,014	165,960	1,014,428	31,824	72,237	104,061	1,118,489
Depreciation	89	-	8,977	356	45	-	9,467	44	44	88	9,555
Total Expenses	\$ 74,093	\$ 109,250	\$ 422,426	\$ 127,107	\$ 125,059	\$ 165,960	\$ 1,023,895	\$ 31,868	\$ 72,281	\$ 104,149	\$ 1,128,044

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Statement of Cash Flows
For the Year Ended June 30, 2016

CASH FLOWS FROM OPERATING ACTIVITIES:

Change in net assets	\$ 235,686
Adjustments to reconcile change in net assets to net cash provided by operating activities:	
Depreciation	9,555
Amortization of note payable discount	4,930
Increase in operating assets:	
Grants and other receivables	(42,566)
Pledges receivable	(20,400)
Prepaid expenses and other assets	(5,205)
Increase in operating liabilities:	
Accounts payable and accrued expenses	<u>7,465</u>
Net Cash Provided by Operating Activities	<u>189,465</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Capital expenditures on new facility construction	<u>(49,540)</u>
Net Cash Used by Investing Activities	<u>(49,540)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Payments on notes payable	(6,620)
Proceeds received on note payable	<u>23,336</u>
Net Cash Provided by Financing Activities	<u>16,716</u>

NET INCREASE IN CASH AND CASH EQUIVALENTS 156,641

CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR 408,346

CASH AND CASH EQUIVALENTS AT END OF YEAR \$ 564,987

NON CASH INVESTING AND FINANCING ACTIVITIES

Cash Payments For:

Interest	\$ 454
Income taxes	\$ -

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Peace House, Inc. (the Organization) is a private, not-for-profit human services agency incorporated in the State of Utah on November 6, 1992. The Organization was established for the purpose of providing twenty-four hour crisis care and outreach services to adults and their children who are victims of domestic violence.

The Organization's support primarily comes from government and Organization grants and contracts, and donor contributions. Its current programs include:

Volunteer – The Organization operates a volunteer program that attracts, educates and trains volunteers to support each of the service areas, including direct victim services, shelter maintenance and enhancement, community awareness initiatives, prevention education, grant-writing efforts, and on-going administrative, legal and technical support.

Education/Awareness – The Organization provides education about domestic abuse and healthy relationships to children in community schools for grades kindergarten through 12. The Organization also provides presentations in the community to create awareness about domestic violence and the support services available at Peace House.

Shelter – The Organization provides a safe haven for adults and their children when they have no other viable option to escape domestic violence. The shelter provides temporary safe housing for families while they acquire the skills and resources necessary to start their lives free from violence.

Outreach – The Organization provides all the same out-of-shelter support services to victims of domestic violence and identifies at-risk families and helps them avoid domestic violence crisis situations. The bi-lingual program includes education, support groups, direct intervention and case management. The program is designed to break the cycle of domestic violence through understanding, planning and action.

Clinical – The clinical program of the Organization offers complimentary therapy and group support services to those in both an outpatient setting and those staying in shelter. The services provided include individual therapy, family therapy, child therapy and group therapy. The clients served include any person actively fleeing a domestic abuse relationship, child abuse survivors and victims, and other clients in the community that recognize symptoms of an unhealthy relationship. Outpatient services are less structured to allow those who are receiving services to continue functioning in their usual living environment.

New Facility – The Organization has recently entered into a new lease agreement (Note 4) in order to construct and operate a new facility. Specific costs incurred related to this new facility are being recorded separately until feasibility of the program has been determined.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

Summary of Significant Accounting Policies

The accounting and reporting policies of the Organization conform to U.S. generally accepted accounting principles as applicable to not-for-profit organizations. The following is a summary of the more significant Organization's accounting policies:

a. **Basis of Accounting**

The financial statements of the Organization are prepared using the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America. The Organization has elected a June 30 year-end.

The Organization has adopted the provisions of Accounting Standards Codification 958, *Not-For-Profit Entities* (ASC 958), Accounting Standards Codification 720-25, *Contributions Made* (ASC 720-25), and Accounting Standards Codification 225-45-6, *Classification of Revenues, Expenses, Gains, and Losses* (ASC 225-45-6). Under these ASC's, the Organization is required to report and record its financial position, activities and contributions received under three classes; permanently restricted, temporarily restricted and unrestricted. These classes are determined by the donor's restrictions for the use of the funds or the lack thereof. When a donor's restriction expires, temporarily restricted net assets are reclassified as unrestricted net assets and are shown in the statement of activities as net assets released from restriction. Temporary restrictions expire when a time restriction is met, or the purpose of the restricted funds has been accomplished.

The Organization has no assets that are permanently restricted as of June 30, 2016. Temporarily restricted net assets and unrestricted net assets are defined as follows:

Temporarily Restricted Net Assets

Net assets subject to donor imposed stipulations that may or will be met by actions of the Organization and/or the passage of time. As of June 30, 2016, temporarily restricted net assets, totaling \$186,289, consisted of donor-imposed restrictions on contributions made to the Organization to construct the new facility.

Unrestricted Net Assets

Net assets not subject to donor-imposed stipulations. Revenues are reported as increases in unrestricted net assets unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulations or by law.

Expirations of temporary restrictions on net assets, i.e., the donor-stipulated purposes have been fulfilled and/or the stipulated time period has elapsed, are reported as reclassifications between the applicable classes of net assets.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

b. Income Taxes

The Organization is a non-profit corporation whose revenue is derived from contributions and other fundraising activities and is not subject to federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization files a Form 990 tax return.

As of June 30, 2016 and for the year then ended, the Organization has not engaged in any activity which management considers to be activity that could result in a loss of their 501(c)(3) designation. In addition, management does not consider any of the activity of the Organization to be considered unrelated business income that could result in income tax. For the year ended June 30, 2016, there was no tax interest or penalties reflected in the statement of activities or in the statement of financial position. The Organization is no longer subject to U.S. federal, state, and local income tax examinations by taxing authorities for years before 2012.

c. Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Functional Expenses. Where specific costs can be identified with a particular function, such costs are charged directly to that function. Certain costs that could not be identified with a particular program have been allocated across programs based upon an analysis of personnel time spent in each of those programs, or other relevant factors. The Statement of Functional Expenses details these amounts.

d. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses, including functional allocations during the reporting period. Actual results could differ from those estimates. Management bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances in making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. While actual results could differ from those estimates, management believes that the estimates are reasonable.

Key estimates made in the accompanying financial statements include, among others, allowances for doubtful accounts on grants, pledges, and other receivables, the economic useful lives and recovery of long-lived assets, and amounts and valuation of donated goods, facilities and services.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

e. Cash and Cash Equivalents

The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

f. Fair Value of Financial Instruments

The Organization has adopted the provisions of ASC 820, *Fair Value Measurements and Disclosure* (ASC 820). ASC 820 defines fair value, establishes a framework for measuring fair value and expands disclosure about fair value measurements. ASC 820 establishes a hierarchy that prioritizes fair value measurements based on the types of inputs used for the various valuation techniques.

The Organization determines fair value based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

The Organization's financial instruments consist of cash, receivables, payables and notes payable. The carrying amount of cash, receivables and payables approximates fair value because of the short-term nature of these items. The carrying amount of the notes payable approximates fair value because the instrument bears an interest rate or has an imputed interest rate and are consistent with other instruments of similar risks and characteristics.

g. Grants and Pledges Receivable

Grants and pledges receivable are deemed by management to be fully collectible.

h. Property and Equipment

Property and equipment are stated at cost. Repairs and maintenance are expensed as incurred, whereas major improvements are capitalized. If donated, property and equipment is recorded at the approximate fair value on the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

Shelter and improvements	5 to 30 years
Furniture and equipment	3 to 10 years
Other building improvements	15 years
Software	5 years

Certain costs of the new facility have been capitalized and will begin to be amortized as leasehold improvements upon completion.

Depreciation expense on property and equipment was \$9,555 for the year ended June 30, 2016.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

i. Revenue Recognition

The basis of revenue recognition for each of the revenue producing sources included in grants and contracts, contributions, and fundraising and special event revenue is as follows:

Grants and Contracts

Grants and contracts are recognized as revenue in the period the amounts are granted or earned. Grant expenditures in excess of grants received as of year-end are reported as grants receivable.

Contributions

Contributions are generally recorded only upon receipt, unless evidence or an unconditional promise to give has been received. Unconditional promises to give (pledges) that are expected to be collected within one year are recorded at their net realizable value. Unconditional promises to give (pledges) that are expected to be collected in future years are recorded at the present value of estimated future cash flows. Conditional promises to give are not included as support until such time as the conditions are substantially met. All contributions are considered available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. However, if a restriction is fulfilled in the same time period in which the contribution is received, it is reported as unrestricted support.

The Organization also recognizes contribution revenue for donated property, equipment, and supplies in the period received at the property's fair value. If donated assets have questionable or uncertain value and no alternative use that adds value to the assets, the Organization does not recognize them in the financial statements. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization also received other donated goods that are used within the shelter, recorded at the estimated fair value on the date of donation. During the year ended June 30, 2016, the value of contributed goods was \$64,377.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

i. Revenue Recognition (Continued)

Contributions (Continued)

Also, the Organization occasionally receives donations or contributions through services performed. The fair value of the donated services are recognized in the financial statements if the services either (a) create or enhance a nonfinancial asset or (b) require specialized skills, are provided by entities or persons possessing those skills, and would need to be purchased if they were not donated. Services that do not meet either of the preceding criteria are not recognized. Donated services are recorded at their fair value. During the year ended June 30, 2016, the Organization received contributed services valued at \$4,651, which have been allocated to the Organization and recorded in the financial statements as both a current year contribution and an expense.

Fundraising and Special Event Revenue

Fundraising and special event revenue is recognized in the period when the activity leading to that revenue is performed. Funds received to cover expenses for fundraising and special event revenue are deferred until the event is held. During the year ended June 30, 2016, the Organization received \$4,000 for a special event that was held subsequent to year-end.

j. Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to certain limits. At June 30, 2016, the Organization had in its bank accounts \$256,131 in excess of the FDIC insured limits. The Organization has not experienced any losses in such accounts or lack of access to its cash, and believes it is not exposed to significant risk of loss with respect to cash. However, no assurance can be provided that access to the Organization's cash will not be impacted by adverse economic conditions in the financial markets.

k. Concentration of Revenue

The Organization generally receives grants from various organizations. Some of these grants are material in nature. If the organizations decided not to continue these grants or contributions in a given year, it could have an adverse material effect on the Organization's operations.

l. Allocation of Joint Costs

The Organization allocates joint costs between fundraising and program services or management and general in accordance with ASC Subtopic 958-720, *Accounting for Costs of Activities of Not-for-Profit Organizations and State and Local Government Entities That Include Fundraising*.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

m. Valuation of Long-Lived Assets

In accordance with impairment or disposal of long-lived assets subsection of ASC Subtopic 360-10, *Property, Plant and Equipment – Overall*, long-lived assets, such as property, plant, and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying value of the long-lived assets or asset group is not recoverable on an undiscounted cash flow basis, an impairment loss is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary. No impairment losses were recognized for the year ended June 30, 2016.

n. Advertising

Advertising costs are expensed when incurred.

o. Recent Accounting Pronouncements

In February 2016, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2016-02, *Leases*, which requires an entity to recognize the rights and obligations resulting from leases as lease assets and lease liabilities on the balance sheet, including leases previously recorded and classified as operating leases. Pursuant to this new guidance, a lessee should recognize in the balance sheet a liability to make lease payments (lease liability) and a right-of-use asset (lease asset) representing its right to use the underlying asset for the lease term, initially measured at the present value of the lease payments. This new standard is effective for the Organization for the year ended June 30, 2021, with early application permitted, using a modified retrospective approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-02 on its financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities*, which changes the way all not-for-profits (NFPs) classify net assets and prepare financial statements. Adoption of FASB ASU 2016-14 will result in significant changes to financial reporting and disclosure for NFPs. Some of the more significant changes will be the change of net asset classifications from three classes (unrestricted, temporarily restricted, and permanently restricted) to two (net assets without donor restrictions and net assets with donor restrictions); and additional disclosure of quantitative and qualitative information about liquidity will be required. The new standard is effective for annual financial statements issued for years beginning after December 15, 2017, with early adoption permitted, using a modified retroactive approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-14 on its financial statements.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 2 - SUMMARY OF GRANTS AND CONTRACTS FUNDING

The Organization recognized revenue on an accrual basis from the following grants and contracts for the year ended June 30, 2016:

<u>Funding Source</u>	<u>CFDA Number</u>	<u>Amount</u>
Utah Department of Human Services - Division of Child and Family Services (DCFS)	N/A	\$ 221,296
Utah Office for Victims of Crime (VAWA) Grant	16.588	29,604
Utah Office for Victims of Crime (VOCA) Grant	16.588	39,832
Center for Women and Children in Crisis (CWCIC)	N/A	3,820
United Way of Salt Lake	N/A	19,500
Federal Emergency Management Agency (FEMA) Grant	N/A	4,121
Foundation Grants:		
Eccles Foundation	N/A	16,000
FHC Foundation	N/A	15,000
LDS Foundation	N/A	7,500
Marriott Daughters Foundation	N/A	15,000
Nancy Peery Marriott Foundation	N/A	15,000
Promontory Foundation	N/A	7,500
R. Harold Burton Foundation	N/A	5,000
Rotary Club of Park City	N/A	1,400
Stone Family Charitable Foundation	N/A	15,000
The Park City Foundation	N/A	6,500
Utah Families Foundation	N/A	7,500
American Express Center for Community Development	N/A	35,000
Park City Municipal Corporation	N/A	32,500
Walmart	N/A	3,000
Vail Resorts	N/A	10,000
Summit County	N/A	25,000
Total Grants and Contracts Funding		<u>\$ 535,073</u>

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 2 - SUMMARY OF GRANTS AND CONTRACTS FUNDING (Continued)

These grants are generally awarded to the Organization on an annual basis. Grants receivable for which the Organization had submitted for reimbursement totaled \$66,972 at June 30, 2016.

NOTE 3 - NOTES PAYABLE

The Company held the following notes payable at June 30, 2016:

Note payable to a bank, interest calculated based on the three (3) year LIBOR/Swap rate (1.139% at June 30, 2016) plus a margin of 4.47% (5.609% at June 30, 2016), interest only payments due monthly through October 2016, matures on September 9, 2025, secured by the shelter. See Note A below. \$ 23,336

Note payable to Utah Housing Corporation (UHC), non-interest bearing, due in monthly payments of \$552, matures in November 2037, secured by the shelter. 141,221
Less: unamortized discount at an imputed rate of 6.21% (63,019)

Total notes payable 101,538
Less: current portion (1,817)

Total long-term notes payable \$ 99,721

Note A: During September 2015, the Organization entered into a "Business Loan Agreement" and a related "Promissory Note" with this bank. Pursuant to this agreement and note, the Organization shall obtain advances up to \$350,000 through October 1, 2016. The note evidences a straight line-of-credit. Once the total amount of principal has been advanced, the Organization is not entitled to further loan advances. Beginning on October 9, 2016, the Organization shall make one hundred seven (107) monthly consecutive principal and interest payments of \$2,515. On September 9, 2025, the Organization shall make one final estimated principal and interest payment of \$232,243. The Organization is required to maintain all deposit accounts with the bank to have an aggregate deposit balance of not less than \$150,000.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 4 - COMMITMENTS AND CONTINGENCIES (Continued)

New Facility Lease (Continued)

Pursuant to this Agreement, the Organization shall commence construction of a specified facility no later than March 1, 2017 and shall effect substantial completion thereof no later than September 30, 2019. As part of this new facility, the Organization shall construct a minimum of 9.5 "Affordable Unit Equivalents." Prior to the commencement of construction of this facility, the Organization shall furnish to the lessor evidence satisfactory to the lessor that the Organization has, or has access to, requisite funds or other financial resources (e.g., donations, grants, loans, etc.) necessary, appropriate and sufficient, for free and clear of any and all liens, claims, and encumbrances, the commencement and completion of, and payment for all costs and expenses of the facility. The Organization shall maintain the facility, and any improvements, thereon, at its sole cost and expense in good working order and condition, and in a clean, sanitary and attractive condition, at all times and shall not permit any of the facility or other improvements to fall into disrepair. The Organization shall also pay for all public and private utility services to or for the facility and shall maintain certain insurance policies at certain levels.

During the term of the lease, the facility and all improvements constructed by the Organization shall be property of the Organization. Upon expiration or earlier termination of this lease, the Organization shall, exclusive of any and all personal property and equipment unattached to the facility and improvements, surrender the premises and all fixtures attached thereto to the lessor, free and clear of all liens of any kind, all at no cost or expense to the lessor. Upon termination of this lease, the Organization shall, subject to the foregoing, execute a deed satisfactory in form and content to the lessor confirming the lessor's title to any buildings, permanent improvements, and fixtures therein, upon the premises at the time of termination; provided that the failure of the Organization to execute and deliver any such deed shall not delay, or otherwise, affect the termination of this lease by its terms.

The future minimum lease payments for the office, equipment, and new facility lease are as follows:

For the Years Ending June 30,	
2017	\$ 46,429
2018	47,191
2019	10,357
2020	1,496
2021	1
Thereafter	<u>34</u>
Total future minimum lease payments	<u>\$ 105,508</u>

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2016

NOTE 4 - COMMITMENTS AND CONTINGENCIES (Continued)

Consulting Agreement

During the prior year, the Organization entered into a "Contract for Fund Raising Consulting Services" (the "Consulting Agreement"). Pursuant to the Consulting Agreement, the consultant agreed to provide certain capital campaign advisory services related to the implementation of a capital campaign for the Organization for a fee of \$48,000, with anticipated billings of \$4,000 per month through May 2016. During June 2016, the Organization entered into an "Addendum to Independent Contractor Agreement for Capital Campaign Advisory Services" (the "Addendum Agreement"). Pursuant to the Addendum Agreement, the consultant agrees to provide certain capital campaign advisory services for approximately twelve (12) additional months, with anticipated billings of \$4,000 per month through May 2017.

NOTE 5 - ALLOCATION OF JOINT COSTS

During the years ended June 30, 2016, the Organization incurred joint costs of \$1,097,666 for activities that included fundraising appeals. These costs were allocated as follows:

Program Services	\$ 994,295
Management and General	31,090
Fundraising	<u>72,281</u>
Total	<u><u>\$ 1,097,666</u></u>

NOTE 6 - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through October 25, 2016, the date which the financial statements were available to be issued, and noted no material subsequent events that would require recognition or disclosure in these financial statements as of June 30, 2016.

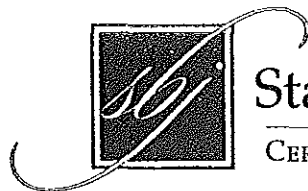


**Independent Auditors' Report
and Financial Statements**

June 30, 2015

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Stayner Bates & Jensen P.C.

CERTIFIED PUBLIC ACCOUNTANTS & CONSULTANTS

INDEPENDENT AUDITORS' REPORT

To the Board of Directors and Management of
Peace House, Inc.
Park City, Utah

Report on the Financial Statements

We have audited the accompanying financial statements of Peace House, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Peace House, Inc. as of June 30, 2015, and the changes in net assets and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Stayner, Bates & Jensen, P.C.

Stayner, Bates & Jensen, PC
Salt Lake City, Utah
November 17, 2015

PEACE HOUSE, INC.
Statement of Financial Position
June 30, 2015

ASSETS

CURRENT ASSETS

Cash and cash equivalents (Note 1)	\$ 408,346
Grants and other receivables (Notes 1 and 2)	25,204
Prepaid expenses and other	<u>1,793</u>
Total Current Assets	<u>435,343</u>

PROPERTY AND EQUIPMENT (Note 1)

Shelter and improvements	136,432
Furniture and equipment	67,674
Other building improvements	15,570
Software	4,545
Accumulated depreciation	<u>(118,595)</u>
Total Property and Equipment	<u>105,626</u>
TOTAL ASSETS	<u><u>\$ 540,969</u></u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable and accrued expenses	\$ 41,723
Deferred special event revenue (Note 1)	1,000
Current portion - note payable (Note 3)	<u>1,708</u>
Total Current Liabilities	<u>44,431</u>

LONG-TERM LIABILITIES

Note payable (Note 3)	<u>78,184</u>
Total Liabilities	<u>122,615</u>

COMMITMENTS AND CONTINGENCIES (Note 4)

NET ASSETS

Unrestricted	<u>418,354</u>
Total Net Assets	<u>418,354</u>
TOTAL LIABILITIES AND NET ASSETS	<u><u>\$ 540,969</u></u>

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Statement of Activities
For the Year Ended June 30, 2015

	Unrestricted	Temporarily Restricted	2015 Total
PUBLIC SUPPORT AND REVENUE			
Grants and contracts (Note 2)	\$ -	\$ 441,806	\$ 441,806
Contributions	191,351	-	191,351
Shelter maintenance contribution	4,200	-	4,200
Donated goods, facilities, and services	30,885	-	30,885
Special event revenue	142,109	-	142,109
Interest and dividend income	634	-	634
	369,179	441,806	810,985
Net assets released from restrictions	441,806	(441,806)	-
Total Public Support and Revenue	810,985	-	810,985
OPERATING EXPENSES			
Program Services:			
Volunteer	80,195	-	80,195
Education/Awareness	79,308	-	79,308
Shelter	432,033	-	432,033
Outreach	116,781	-	116,781
New Facility	48,971	-	48,971
Total Program Services	757,288	-	757,288
Supporting Services:			
Management and general	42,602	-	42,602
Fundraising	60,324	-	60,324
Total Supporting Services	102,926	-	102,926
Total Operating Expenses	860,214	-	860,214
Change in Net Assets	(49,229)	-	(49,229)
Net Assets at Beginning of Year	467,583	-	467,583
Net Assets at End of Year	\$ 418,354	\$ -	\$ 418,354

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Statement of Functional Expenses
For the Year Ended June 30, 2015

	PROGRAM SERVICES					SUPPORTING SERVICES				Total Expenses
	Volunteer	Education/ Awareness	Shelter	Outreach	New Facility	Total Program	Management and General	Fund Raising	Total Support	
Salaries	\$ 59,689	\$ 61,847	\$ 286,262	\$ 82,287	\$ -	\$ 490,085	\$ 20,512	\$ 36,734	\$ 57,246	\$ 547,331
Payroll taxes	4,462	4,581	21,516	6,171	-	36,730	1,539	2,687	4,226	40,956
Benefits	2,547	4,826	16,205	7,321	-	30,899	4,133	4,364	8,497	39,396
Workers Compensation	258	516	2,414	437	-	3,625	221	222	443	4,068
Payroll fees	450	450	2,125	613	-	3,638	163	286	449	4,087
Bank & credit card fees	-	27	-	-	123	150	3,041	9	3,050	3,200
Client assistance & needs	-	-	730	-	-	730	-	-	-	730
Equipment lease	737	241	623	1,054	-	2,655	603	933	1,536	4,191
Facility rent	7,701	3,320	7,096	13,180	40	31,337	3,491	2,352	5,843	37,180
Food & household	40	-	31,390	280	-	31,710	-	8	8	31,718
Furniture & fixtures	312	110	3,011	121	-	3,554	183	184	367	3,921
Insurance	866	-	5,688	-	-	6,554	656	-	656	7,210
Interest	-	-	5,023	-	-	5,023	-	-	-	5,023
Internet/ Computer	721	378	4,958	928	-	6,985	406	1,028	1,434	8,419
Licenses/ Dues	24	70	547	36	-	677	75	117	192	869
Maintenance	194	68	989	296	-	1,547	135	85	220	1,767
Office supplies	82	62	1,480	170	-	1,794	494	79	573	2,367
Postage & delivery	-	-	262	9	48	319	329	467	796	1,115
Printing & reproduction	-	149	280	58	-	487	59	249	308	795
Program supplies	65	1,030	626	33	-	1,754	-	-	-	1,754
Professional fees	519	559	3,512	935	23,000	28,525	3,540	385	3,925	32,450
Security	-	-	634	-	-	634	-	-	-	634
Services	-	-	9,315	-	-	9,315	1,550	900	2,450	11,765
Staff development	-	200	780	300	-	1,280	-	80	80	1,360
Telephone/ Utilities	646	204	13,501	1,491	-	15,842	1,428	255	1,683	17,525
Travel & auto	57	454	3,467	737	-	4,715	-	206	206	4,921
Volunteer expenses	716	84	576	37	160	1,573	-	-	-	1,573
Other fundraising costs	42	132	-	-	25,600	25,774	-	8,650	8,650	34,424
Total Functional Expenses	80,128	79,308	423,010	116,494	48,971	747,911	42,558	60,280	102,838	850,749
Depreciation	67	-	9,023	287	-	9,377	44	44	88	9,465
Total Expenses	\$ 80,195	\$ 79,308	\$ 432,033	\$ 116,781	\$ 48,971	\$ 757,288	\$ 42,602	\$ 60,324	\$ 102,926	\$ 860,214

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Statement of Cash Flows
For the Year Ended June 30, 2015

CASH FLOWS FROM OPERATING ACTIVITIES:

Change in net assets	\$ (49,229)
Adjustments to reconcile change in net assets to net cash used by operating activities:	
Depreciation	9,465
Amortization of note payable discount	5,022
(Increase) decrease in operating assets:	
Grants and other receivables	2,094
Prepaid expenses and other assets	1,197
Increase in operating liabilities:	
Accounts payable and accrued expenses	<u>4,653</u>
Net Cash Used by Operating Activities	<u>(26,798)</u>

CASH FLOWS FROM INVESTING ACTIVITIES:

Purchase of fixed assets	<u>(10,473)</u>
Net Cash Used by Investing Activities	<u>(10,473)</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Payments on note payable	<u>(7,171)</u>
Net Cash Used by Financing Activities	<u>(7,171)</u>

NET DECREASE IN CASH AND CASH EQUIVALENTS (44,442)

CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR 452,788

CASH AND CASH EQUIVALENTS AT END OF YEAR \$ 408,346

NON CASH INVESTING AND FINANCING ACTIVITIES

Cash Payments For:

Interest	\$ -
Income taxes	\$ -

The accompanying notes are an integral part of these financial statements.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Peace House, Inc. (the Organization) is a private, not-for-profit human services agency incorporated in the State of Utah on November 6, 1992. The Organization was established for the purpose of providing twenty-four hour crisis care and outreach services to adults and their children who are victims of domestic violence.

The Organization's support primarily comes from government and Organization grants and contracts, and donor contributions. Its current programs include:

Volunteer – The Organization operates a volunteer program that attracts, educates and trains volunteers to support each of the service areas, including direct victim services, shelter maintenance and enhancement, community awareness initiatives, prevention education, grant-writing efforts, and on-going administrative, legal and technical support.

Education/Awareness – The Organization provides education about domestic abuse and healthy relationships to children in community schools for grades kindergarten through 12. The Organization also provides presentations in the community to create awareness about domestic violence and the support services available at Peace House.

Shelter – The Organization provides a safe haven for adults and their children when they have no other viable option to escape domestic violence. The shelter provides temporary safe housing for families while they acquire the skills and resources necessary to start their lives free from violence.

Outreach – The Organization provides all the same out-of-shelter support services to victims of domestic violence and identifies at-risk families and helps them avoid domestic violence crisis situations. The bi-lingual program includes education, support groups, direct intervention and case management. The program is designed to break the cycle of domestic violence through understanding, planning and action.

New Facility – The Organization has recently entered into a new lease agreement (Note 4) in order to construct and operate a new facility. Specific costs incurred related to this new facility are being recorded separately until feasibility of the program has been determined.

Summary of Significant Accounting Policies

The accounting and reporting policies of the Organization conform to U.S. generally accepted accounting principles as applicable to not-for-profit organizations. The following is a summary of the more significant Organization's accounting policies:

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

a. Basis of Accounting

The financial statements of the Organization are prepared using the accrual method of accounting in accordance with accounting principles generally accepted in the United States of America. The Organization has elected a June 30 year-end.

The Organization has adopted the provisions of Accounting Standards Codification 958, *Not-For-Profit Entities* (ASC 958), Accounting Standards Codification 720-25, *Contributions Made* (ASC 720-25), and Accounting Standards Codification 225-45-6, *Classification of Revenues, Expenses, Gains, and Losses* (ASC 225-45-6). Under these ASC's, the Organization is required to report and record its financial position, activities and contributions received under three classes; permanently restricted, temporarily restricted and unrestricted. These classes are determined by the donor's restrictions for the use of the funds or the lack thereof. When a donor's restriction expires, temporarily restricted net assets are reclassified as unrestricted net assets and are shown in the statement of activities as net assets released from restriction. Temporary restrictions expire when a time restriction is met, or the purpose of the restricted funds has been accomplished.

The Organization has no assets that are temporarily or permanently restricted as of June 30, 2015.

b. Income Taxes

The Organization is a non-profit corporation whose revenue is derived from contributions and other fundraising activities and is not subject to federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization files a Form 990 tax return.

As of June 30, 2015 and for the year then ended, the Organization has not engaged in any activity which management considers to be activity that could result in a loss of their 501(c)(3) designation. In addition, management does not consider any of the activity of the Organization to be considered unrelated business income that could result in income tax. For the year ended June 30, 2015, there was no tax interest or penalties reflected in the statement of activities or in the statement of financial position. The Organization is no longer subject to U.S. federal, state, and local income tax examinations by taxing authorities for years before 2011.

c. Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the Statement of Functional Expenses. Where specific costs can be identified with a particular function, such costs are charged directly to that function. Certain costs that could not be identified with a particular program have been allocated across programs based upon an analysis of personnel time spent in each of those programs, or other relevant factors. The Statement of Functional Expenses details these amounts.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

d. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses, including functional allocations during the reporting period. Actual results could differ from those estimates. Management bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances in making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. While actual results could differ from those estimates, management believes that the estimates are reasonable.

Key estimates made in the accompanying financial statements include, among others, allowances for doubtful accounts on grants and other receivables, the economic useful lives and recovery of long-lived assets, and amounts and valuation of donated goods, facilities and services.

e. Cash and Cash Equivalents

The Organization considers all highly liquid investments with a maturity of three months or less when purchased to be cash equivalents.

f. Fair Value of Financial Instruments

The Organization has adopted the provisions of ASC 820, *Fair Value Measurements and Disclosure* (ASC 820). ASC 820 defines fair value, establishes a framework for measuring fair value and expands disclosure about fair value measurements. ASC 820 establishes a hierarchy that prioritizes fair value measurements based on the types of inputs used for the various valuation techniques.

The Organization determines fair value based on the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

The Organization's financial instruments consist of cash, receivables, payables and a note payable. The carrying amount of cash, receivables and payables approximates fair value because of the short-term nature of these items. The carrying amount of the note payable approximates fair value because the instrument has an imputed interest rate and is consistent with other instruments of similar risks and characteristics.

g. Grants Receivable

Grants receivable are deemed by management to be fully collectible.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

h. Property and Equipment

Property and equipment are stated at cost. Repairs and maintenance are expensed as incurred, whereas major improvements are capitalized. If donated, property and equipment is recorded at the approximate fair value on the date of donation. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets as follows:

Shelter and improvements	5 to 30 years
Furniture and equipment	3 to 10 years
Other building improvements	15 years
Software	5 years

Depreciation expense on property and equipment was \$9,465 for the year ended June 30, 2015.

i. Revenue Recognition

The basis of revenue recognition for each of the revenue producing sources included in grants and contracts, contributions, and fundraising and special event revenue is as follows:

Grants and Contracts

Grants and contracts are recognized as revenue in the period the amounts are granted or earned. Grant expenditures in excess of grants received as of year-end are reported as grants receivable.

Contributions

Contributions are generally recorded only upon receipt, unless evidence or an unconditional promise to give has been received. Unconditional promises to give (pledges) that are expected to be collected within one year are recorded at their net realizable value. Unconditional promises to give (pledges) that are expected to be collected in future years are recorded at the present value of estimated future cash flows. Conditional promises to give are not included as support until such time as the conditions are substantially met. All contributions are considered available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. However, if a restriction is fulfilled in the same time period in which the contribution is received, it is reported as unrestricted support.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

i. Revenue Recognition (Continued)

Contributions (Continued)

The Organization also recognizes contribution revenue for donated property, equipment, and supplies in the period received at the property's fair value. If donated assets have questionable or uncertain value and no alternative use that adds value to the assets, the Organization does not recognize them in the financial statements. Such donations are reported as unrestricted contributions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization also received other donated goods that are used within the shelter, recorded at the estimated fair value on the date of donation. During the year ended June 30, 2015, the value of contributed goods was \$26,916.

Also, the Organization occasionally receives donations or contributions through services performed. The fair value of the donated services are recognized in the financial statements if the services either (a) create or enhance a nonfinancial asset or (b) require specialized skills, are provided by entities or persons possessing those skills, and would need to be purchased if they were not donated. Services that do not meet either of the preceding criteria are not recognized. Donated services are recorded at their fair value. During the year ended June 30, 2015, the Organization received contributed services valued at \$3,969, which have been allocated to the Organization and recorded in the financial statements as both a current year contribution and an expense.

Fundraising and Special Event Revenue

Fundraising and special event revenue is recognized in the period when the activity leading to that revenue is performed. Funds received to cover expenses for fundraising and special event revenue are deferred until the event is held. During the year ended June 30, 2015, the Organization received \$1,000 for a special event that was held subsequent to year-end.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

j. Temporarily Restricted Net Assets/ Restricted Cash

The Organization received certain funds from the Utah Housing Corporation (UHC) for the purpose of maintenance and upkeep of the shelter that was purchased during a prior year (Note 3). As part of that purchase agreement, the Organization was assigned as the primary beneficiary to a "Development Note" between the previous owner of the shelter and UHC. That Development Note stipulated that the prior owner pay \$65,000 into a separate fund restricted to the repair, and upkeep of the shelter.

The funds received by the Organization were deposited into a separate bank account and were temporarily restricted in nature. Interest earned on the account is unrestricted in nature. During a prior year, pursuant to a shelter operation termination agreement, the temporary restriction on these funds and future shelter maintenance contributions (see below) was waived.

The Organization receives payments of \$350 per month, as specified in the Development Note between UHC and the previous owner, until the note is paid off. As noted above, the restriction on these funds was waived during a prior year.

k. Concentration of Credit Risk

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Accounts are guaranteed by the Federal Deposit Insurance Corporation (FDIC) up to certain limits. At June 30, 2015, the Organization had in its bank accounts \$105,755 in excess of the FDIC insured limits. The Organization has not experienced any losses in such accounts or lack of access to its cash, and believes it is not exposed to significant risk of loss with respect to cash. However, no assurance can be provided that access to the Organization's cash will not be impacted by adverse economic conditions in the financial markets.

l. Concentration of Revenue

The Organization generally receives grants from various organizations. Some of these grants are material in nature. If the organizations decided not to continue these grants or contributions in a given year, it could have an adverse material effect on the Organization's operations.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(Continued)

m. Valuation of Long-Lived Assets

In accordance with impairment or disposal of long-lived assets subsection of ASC Subtopic 360-10, *Property, Plant and Equipment – Overall*, long-lived assets, such as property, plant, and equipment are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying value of the long-lived assets or asset group is not recoverable on an undiscounted cash flow basis, an impairment loss is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values and third-party independent appraisals, as considered necessary. No impairment losses were recognized for the year ended June 30, 2015.

n. Advertising

Advertising costs are expensed when incurred.

o. Allocation of Joint Costs

The Organization allocates joint costs between fundraising and program services or management and general in accordance with ASC Subtopic 958-720, *Accounting for Costs of Activities of Not-for-Profit Organizations and State and Local Government Entities That Include Fundraising*.

p. Recent Accounting Pronouncements

In January 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-05, *"Service Concession Arrangements"*, which specifies that an operating entity should not account for a service concession arrangement that falls within the scope of this update as a lease in accordance with Topic 840. An operating entity should refer to other Topics as applicable to account for various aspects of a service concession arrangement. The amendments also specify that the infrastructure used in a service concession arrangement should not be recognized as property, plant and equipment of the operating entity. A service concession arrangement is defined as an arrangement between a public-sector entity and an operating entity for which the terms provide that the operating entity will operate the public-sector entity's infrastructure (for example, airports, roads, bridges, tunnels, prisons and hospitals) for a specified period of time. This standard will become effective for annual periods, and interim periods within those annual periods, beginning after December 15, 2014. The Organization is in the process of evaluating whether this standard will have a material impact on the Organization's financial position, results of operations or cash flows, once implemented during the year ended June 30, 2016.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 2 - SUMMARY OF GRANTS AND CONTRACTS FUNDING

The Organization recognized revenue on an accrual basis from the following grants and contracts for the year ended June 30, 2015:

<u>Funding Source</u>	<u>CFDA Number</u>	<u>Amount</u>
Utah Department of Human Services - Division of Child and Family Services (DCFS)	N/A	\$ 183,656
Utah Office for Victims of Crime (VAWA) Grant	16.588	24,906
Utah Office for Victims of Crime (VOCA) Grant	16.588	15,316
Center for Women and Children in Crisis (CWCIC)	N/A	3,928
United Way of Salt Lake	N/A	16,000
Foundation Grants:		
Eccles Foundation	N/A	15,000
FHC Foundation	N/A	15,000
LDS Foundation	N/A	7,000
Park City Rotary Foundation	N/A	2,000
Mary Kay Foundation	N/A	20,000
Promontory Foundation	N/A	10,000
Rotary Club of Park City	N/A	1,000
Stone Family Charitable Foundation	N/A	10,000
The Park City Foundation	N/A	8,000
R. Harold Burton Foundation	N/A	5,000
Utah Families Foundation	N/A	8,000
American Express Center for Community Development	N/A	30,000
Park City Municipal Corporation	N/A	32,500
Walmart	N/A	2,500
Vail Resorts/Canyons	N/A	7,000
Summit County	N/A	25,000
Total Grants and Contracts Funding		<u>\$ 441,806</u>

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 2 - SUMMARY OF GRANTS AND CONTRACTS FUNDING (Continued)

These grants are generally awarded to the Organization on an annual basis. Grants receivable for which the Organization had submitted for reimbursement totaled \$24,610 at June 30, 2015.

NOTE 3 - NOTE PAYABLE

The Company held the following note payable at June 30, 2015:

Note payable to Utah Housing Corporation (UHC), non-interest bearing, due in monthly payments of \$552, matures in November 2037, secured by the shelter.	\$ 147,841
Less: unamortized discount at an imputed rate of 6.21%	<u>(67,949)</u>
Total note payable	79,892
Less: current portion	<u>(1,708)</u>
Total long-term note payable	<u><u>\$ 78,184</u></u>

Principal maturities (inclusive of unamortized discount) are as follows:

<u>Year Ending June 30,</u>	
2016	\$ 1,708
2017	1,817
2018	1,933
2019	2,057
2020	2,188
Thereafter	<u>70,189</u>
Total	<u><u>\$ 79,892</u></u>

NOTE 4 - COMMITMENTS AND CONTINGENCIES

Office Leases

Effective September 1, 2014, the Organization extended its lease for its office for a period of two (2) years. The amended lease consists of monthly rental payments of \$1,498. Effective December 1, 2014, the Organization entered into a separate lease for additional office space for a period of twenty (20) months. This lease consists of monthly rental payments of \$765. Rent expense at these offices for the year ended June 30, 2015 was \$34,560, of which \$12,094 was for common area rental charges in addition to the monthly rental payments.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 4 - COMMITMENTS AND CONTINGENCIES (Continued)

Equipment Lease

During December 2014, the Organization entered into a lease agreement for a copier for a period of sixty (60) months. The lease consists of monthly rental payments of \$249.

New Facility Lease

Effective March 1, 2015, the Organization entered into a "Ground Lease Agreement" (the "Agreement") related to certain real property located in Summit County, Utah, in order to construct and operate certain facilities in furtherance of its mission to end family violence and abuse through education, outreach, support services, shelter and transitional housing. The lease is for forty (40) years and ends on February 28, 2055, unless sooner terminated in accordance with certain provisions of the lease. The Organization has the option to extend the initial lease term for two (2) additional five (5) year terms at the same annual base rate. The Organization shall pay as base rent of \$1 per year, which is due and payable on or before the first day of March of each year, commencing on March 1, 2015.

Pursuant to this Agreement, the Organization shall commence construction of a specified facility no later than March 1, 2017 and shall effect substantial completion thereof no later than September 30, 2019. As part of this new facility, the Organization shall construct a minimum of 9.5 "Affordable Unit Equivalents." Prior to the commencement of construction of this facility, the Organization shall furnish to the lessor evidence satisfactory to the lessor that the Organization has, or has access to, requisite funds or other financial resources (e.g., donations, grants, loans, etc.) necessary, appropriate and sufficient, for free and clear of any and all liens, claims, and encumbrances, the commencement and completion of, and payment for all costs and expenses of the facility. The Organization shall maintain the facility, and any improvements, thereon, at its sole cost and expense in good working order and condition, and in a clean, sanitary and attractive condition, at all times and shall not permit any of the facility or other improvements to fall into disrepair. The Organization shall also pay for all public and private utility services to or for the facility and shall maintain certain insurance policies at certain levels.

During the term of the lease, the facility and all improvements constructed by the Organization shall be property of the Organization. Upon expiration or earlier termination of this lease, the Organization shall, exclusive of any and all personal property and equipment unattached to the facility and improvements, surrender the premises and all fixtures attached thereto to the lessor, free and clear of all liens of any kind, all at no cost or expense to the lessor. Upon termination of this lease, the Organization shall, subject to the foregoing, execute a deed satisfactory in form and content to the lessor confirming the lessor's title to any buildings, permanent improvements, and fixtures therein, upon the premises at the time of termination; provided that the failure of the Organization to execute and deliver any such deed shall not delay, or otherwise, affect the termination of this lease by its terms.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 4 - COMMITMENTS AND CONTINGENCIES (Continued)

New Facility Lease (Continued)

The future minimum lease payments for the offices, equipment, and new facility lease are as follows:

For the Years Ending June 30,	
2016	\$ 30,149
2017	7,517
2018	2,991
2019	2,991
2020	1,496
Thereafter	<u>35</u>
Total future minimum lease payments	<u>\$ 45,179</u>

Consulting Agreement

During June 2015, the Organization entered into a "Contract for Fund Raising Consulting Services" (the "Consulting Agreement"). Pursuant to the Consulting Agreement, the consultant agrees to provide certain capital campaign advisory services related to the implementation of a capital campaign for the Organization for a fee of \$48,000, with anticipated billings of \$4,000 per month through May 2016.

NOTE 5 - ALLOCATION OF JOINT COSTS

During the years ended June 30, 2015, the Organization incurred joint costs of \$843,290 for activities that included fundraising appeals. These costs were allocated as follows:

Program Services	\$ 741,020
Management and General	41,946
Fundraising	<u>60,324</u>
Total	<u>\$ 843,290</u>

NOTE 6 - SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through November 17, 2015, the date which the financial statements were available to be issued, and noted no material subsequent events that would require recognition or disclosure in these financial statements as of June 30, 2015, except as noted below.

PEACE HOUSE, INC.
Notes to the Financial Statements
June 30, 2015

NOTE 6 - SUBSEQUENT EVENTS (Continued)

During September 2015, the Organization entered into a "Business Loan Agreement" and a related "Promissory Note" with a bank. Pursuant to this agreement and note, the Organization shall obtain advances up to \$350,000 through October 1, 2016. The note evidences a straight line-of-credit. Once the total amount of principal has been advanced, the Organization is not entitled to further loan advances. The Organization shall make twelve (12) monthly consecutive interest payments, beginning in October 2015, with interest calculated on the unpaid principal balances using an interest rate based on the three (3) year LIBOR/Swap rate as quoted for U.S. Dollars by Bloomberg or other comparable pricing services (currently 1.139%) plus a margin of 4.47%, resulting in an initial interest rate of 5.609% per annum. The interest rate will be adjusted on September 1, 2018 and every three (3) years thereafter. Beginning on October 9, 2016, the Organization shall make one hundred seven (107) monthly consecutive principal and interest payments of \$2,515. On September 9, 2025, the Organization shall make one final estimated principal and interest payment of \$232,243. The Organization is required to maintain all deposit accounts with the bank to have an aggregate deposit balance of not less than \$150,000. The note is secured by the shelter.

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Accrual Basis

Peace House, Inc.

Balance Sheet

As of June 30, 2015

	Jun 30, 15
ASSETS	
Current Assets	
Checking/Savings	
1000 · Grand Valley Bldg Reserve x7253	52,491
1016 · Zions Main Operating Acct x1140	41,011
1018 · Zions Shelter Chkg Acct x1132	995
1019 · ZionsMM Ops Reserve Acct x3517	200,138
1021 · Zions New Facility Acct x6623	113,611
1110 · Petty Cash	100
Total Checking/Savings	408,345
Accounts Receivable	
11400 · Grants receivable	24,610
Total Accounts Receivable	24,610
Other Current Assets	
1130 · Accounts Receivable	359
1200 · Sales Tax Receivable	235
1400 · Prepaid Expenses	
1405 · Prepaid Insurance	815
1410 · Prepaid Health Insurance	249
1415 · Other Prepaid Expenses	604
Total 1400 · Prepaid Expenses	1,668
1450 · Deposits - refundable	125
Total Other Current Assets	2,387
Total Current Assets	435,342
Fixed Assets	
PROPERTY & EQUIPMENT	
1510 · Building	136,432
1511 · A/D - Buildings	-53,418
1520 · Bldg Improvements	15,570
1521 · A/D - Bldg Improvements	-3,912
1530 · Equipment	38,640
1531 · A/D - Equipment	-32,981
1540 · Furniture	29,034
1541 · A/D - Furniture	-27,830
1550 · Software Systems	4,545
1551 · A/D - Software Systems	-455
Total PROPERTY & EQUIPMENT	105,626
Total Fixed Assets	105,626
TOTAL ASSETS	540,969
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts payable	7,480
Total Accounts Payable	7,480
Credit Cards	
2050 · Zions Credit Card Acct	184
Total Credit Cards	184
Other Current Liabilities	
2100 · Payroll Liabilities	
2105 · Wages Payable	22,427
2108 · Employer PR Taxes Payable	1,699
2111 · Simple IRA - Employer Match	5,873

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Accrual Basis

Peace House, Inc.
Balance Sheet
As of June 30, 2015

	Jun 30, 15
2115 · Vacation Accrual	3,218
2125 · Health Premiums w/h	842
Total 2100 · Payroll Liabilities	34,060
2250 · Deferred Income	1,000
2275 · Current Portion - Note Payable	1,708
Total Other Current Liabilities	36,768
Total Current Liabilities	44,432
Long Term Liabilities	
2300 · Note Payable - Shelter	146,133
2310 · Discount on Note Payable-Shelte	-67,949
Total Long Term Liabilities	78,184
Total Liabilities	122,617
Equity	
3010 · Unrestricted Net Assets	467,581
Net Income	-49,229
Total Equity	418,352
TOTAL LIABILITIES & EQUITY	540,969

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Accrual Basis

Peace House, Inc.
Balance Sheet
 As of June 30, 2016

	Jun 30, 16
ASSETS	
Current Assets	
Checking/Savings	
1000 - Grand Valley Bldg Reserve x7253	58,756
1016 - Zions Main Operating Acct x1140	133,671
1018 - Zions Shelter Chkg Acct x1132	478
1019 - ZionsMM Ops Reserve Acct x3517	180,499
1021 - Zions New Facility Acct x6623	191,483
1110 - Petty Cash	100
Total Checking/Savings	564,986
Accounts Receivable	
11200 - Pledges Receivable	20,400
11400 - Grants receivable	66,972
Total Accounts Receivable	87,372
Other Current Assets	
1200 - Sales Tax Receivable	797
1400 - Prepaid Expenses	
1405 - Prepaid Insurance	2,600
1410 - Prepaid Health Insurance	1,649
1415 - Other Prepaid Expenses	2,579
Total 1400 - Prepaid Expenses	6,828
1450 - Deposits - refundable	170
Total Other Current Assets	7,795
Total Current Assets	660,153
Fixed Assets	
PROPERTY & EQUIPMENT	
1510 - Building	136,432
1511 - A/D - Buildings	-58,862
1515 - New Facility Building	49,540
1520 - Bldg Improvements	15,570
1521 - A/D - Bldg Improvements	-4,887
1530 - Equipment	31,546
1531 - A/D - Equipment	-26,909
1540 - Furniture	28,784
1541 - A/D - Furniture	-28,784
1550 - Software Systems	4,545
1551 - A/D - Software Systems	-1,364
Total PROPERTY & EQUIPMENT	145,611
Total Fixed Assets	145,611
TOTAL ASSETS	805,763
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 - Accounts payable	2,491
Total Accounts Payable	2,491
Credit Cards	
2050 - Zions Credit Card Acct	2,020
Total Credit Cards	2,020
Other Current Liabilities	
2100 - Payroll Liabilities	
2105 - Wages Payable	28,539
2108 - Employer PR Taxes Payable	2,117

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Accrual Basis

Peace House, Inc.
Balance Sheet
As of June 30, 2016

	Jun 30, 16
2111 · Simple IRA - Employer Match	6,194
2115 · Vacation Accrual	3,343
2125 · Health Premiums w/h	1,484
Total 2100 · Payroll Liabilities	41,676
2250 · Deferred Income	4,000
2275 · Current Portion - Note Payable	1,817
Total Other Current Liabilities	47,494
Total Current Liabilities	52,004
Long Term Liabilities	
2300 · Note Payable - Shelter	139,404
2310 · Discount on Note Payable-Shelte	-63,019
2400 · Zions Commercial Loan	23,336
Total Long Term Liabilities	99,721
Total Liabilities	151,725
Equity	
3010 · Unrestricted Net Assets	232,063
3015 · Temp Restricted Net Assets	186,289
Net Income	235,686
Total Equity	654,038
TOTAL LIABILITIES & EQUITY	805,763

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Accrual Basis

Peace House, Inc.
Balance Sheet
As of April 26, 2017

	Apr 26, 17
ASSETS	
Current Assets	
Checking/Savings	
1000 · Grand Valley Bldg Reserve x7253	63,405
1016 · Zions Main Operating Acct x1140	131,214
1019 · ZionsMM Ops Reserve Acct x3517	180,750
1021 · Zions New Facility Acct x6623	951,490
1022 · Zions Shelter Chkg Acct x8169	480
1110 · Petty Cash	100
Total Checking/Savings	1,327,438
Accounts Receivable	
11200 · Pledges Receivable	72,346
Total Accounts Receivable	72,346
Other Current Assets	
1200 · Sales Tax Receivable	115
1400 · Prepaid Expenses	
1405 · Prepaid Insurance	5,077
1410 · Prepaid Health Insurance	1,400
1415 · Other Prepaid Expenses	2,559
Total 1400 · Prepaid Expenses	9,036
1450 · Deposits - refundable	170
Total Other Current Assets	9,321
Total Current Assets	1,409,105
Fixed Assets	
PROPERTY & EQUIPMENT	
1510 · Building	136,432
1511 · A/D - Buildings	-62,038
1515 · New Facility Building	49,540
1520 · Bldg Improvements	15,570
1521 · A/D - Bldg Improvements	-5,453
1530 · Equipment	31,546
1531 · A/D - Equipment	-28,039
1540 · Furniture	28,784
1541 · A/D - Furniture	-28,784
1550 · Software Systems	4,545
1551 · A/D - Software Systems	-1,894
Total PROPERTY & EQUIPMENT	140,210
Total Fixed Assets	140,210
TOTAL ASSETS	1,549,314
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
2050 · Zions Credit Card Acct	2,011
Total Credit Cards	2,011
Other Current Liabilities	
2100 · Payroll Liabilities	
2110 · Simple IRA - Employee Deferral	3,545
2111 · Simple IRA - Employer Match	11,507
2115 · Vacation Accrual	3,343
2122 · Capital Campaign w/h	215
2125 · Health Premiums w/h	1,521
2126 · Health Premiums via COBRA	649
2130 · 125(c) w/h	358

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Accrual Basis

Peace House, Inc.
Balance Sheet
As of April 26, 2017

	Apr 26, 17
Total 2100 - Payroll Liabilities	21,139
2275 - Current Portion - Note Payable	1,817
Total Other Current Liabilities	22,956
Total Current Liabilities	24,967
Long Term Liabilities	
2300 - Note Payable - Shelter	136,094
2310 - Discount on Note Payable-Shelter	-60,599
Total Long Term Liabilities	75,495
Total Liabilities	100,462
Equity	
3010 - Unrestricted Net Assets	467,749
3015 - Temp Restricted Net Assets	186,289
Net Income	794,814
Total Equity	1,448,852
TOTAL LIABILITIES & EQUITY	1,549,314

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Accrual Basis

Peace House, Inc.
Profit & Loss Budget Overview
 July 2016 through June 2017

	Jul '16 - Jun 17
Ordinary Income/Expense	
Income	
CONTRIBUTIONS	
4101 · Individual	35,000
4102 · Donor Designated Contributions	
4102A · UW Donor-Directed Donations	4,000
4102B · Donor-Advised Accounts	42,000
Total 4102 · Donor Designated Contributions	46,000
4105 · Business & Corporate Donations	35,000
4106 · Foundations	53,000
4109 · Community Orgs & Nonprofits	30,000
Total CONTRIBUTIONS	199,000
GRANTS & CONTRACTS	
4002 · DCFS	194,886
4003 · TANF	80,000
4004 · VAWA	27,000
4005 · VOCA	122,601
4008 · Corporate Grants	48,000
4009 · FEMA	2,000
4010 · Foundation/Nonprofit Grants	95,000
4012 · United Way of Salt Lake	14,000
4013 · Park City Municipal Corp	32,500
4014 · Summit County	25,000
4025 · Center for Women+Children	4,000
Total GRANTS & CONTRACTS	644,987
SHELTER BUILDING ACCOUNT	
4450 · Shelter Building Funds	4,200
Total SHELTER BUILDING ACCOUNT	4,200
SPECIAL EVENT REVENUE	
4360 · PH Hosted Events	
4305 · Annual Appeal	65,000
4364 · Golf Tournament	40,000
4365 · Spring Luncheon	30,000
4367 · Walk a Mile	1,500
4368 · Bling Fling	40,000
Total 4360 · PH Hosted Events	176,500
4390 · Special Events - Other	
4391 · LivePC GivePC	41,800
4392 · LoveUT GiveUT	500
4395 · In Memory of Bob Wells	
4396 · St.Luke's Wine and Swine Event	
4390 · Special Events - Other - Other	7,700
Total 4390 · Special Events - Other	50,000
Total SPECIAL EVENT REVENUE	226,500
Total Income	1,074,687
Gross Profit	1,074,687
Expense	
EMPLOYEE-RELATED	
TRAVEL & TRANSPORT	
5710 · Auto Mileage	4,200
5715 · Public Trans/Parking	50
5725 · Meals	200

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Accrual Basis

Peace House, Inc.
Profit & Loss Budget Overview
 July 2016 through June 2017

	Jul '16 - Jun 17
Total TRAVEL & TRANSPORT	4,450
5105 · Outreach/Educ Salaries	146,000
5110 · Shelter Salaries	203,500
5118 · Clinical Salaries	150,000
5125 · Community Office Salaries	281,500
5130 · Payroll Taxes	53,000
5135 · Employee Health Benefits	45,000
5140 · Workers Compensation Insur	6,200
5145 · Unemployment Claims	2,000
5147 · Program-Related Employ Training	4,000
5150 · Non-Program Employee Training	250
5175 · Payroll Processing Fees	6,500
5190 · Employee Relations	800
6480 · SIMPLE IRA	10,000
Total EMPLOYEE-RELATED	913,200
GENERAL & ADMIN	
5155 · Board Relations	
6101 · Computers + IT Support	4,000
6102 · Telephone	9,000
6103 · Internet Service	3,000
6104 · Website	700
6105 · Office Supplies	2,500
6110 · Postage and Delivery	650
6115 · Dues and Subscriptions	566
6120 · Bank Service Charges	100
6123 · Credit Card Processing Fees	3,300
6125 · Licenses and Permits	1,500
6205 · Fees - Accounting	8,500
6310 · Printing and Reproduction	1,500
6315 · Fundraising Expenses	
6317 · Bling Fling	1,600
6319 · Golf Tournament	10,000
6320 · Spring Luncheon	1,500
6321 · Annual Appeal	800
6315 · Fundraising Expenses - Other	1,800
Total 6315 · Fundraising Expenses	15,700
Total GENERAL & ADMIN	51,016
OCCUPANCY EXPENSES	
5305A · Rent - Payments	65,000
5315 · Furniture & Fixtures	2,000
5320 · Furniture & Equip lease / maint	3,200
5328 · Property Insurance	1,500
5340 · Repairs & maintenance	1,600
5342 · Janitorial	1,020
5360 · Utilities	9,200
5365 · Building security	500
Total OCCUPANCY EXPENSES	84,020
PROGRAM EXPENSES	
5500 · Facility Rental	50
5505 · Shelter Food & Household	5,000
5530 · Program Supplies	1,800
5531 · Program Software/Systems	3,500
5532 · Program Consultant/Support Svcs	5,500
5540 · Emergency client needs	
5542 · Client transportation	720
5543 · Client child care	
5540 · Emergency client needs - Other	1,080
Total 5540 · Emergency client needs	1,800

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Peace House, Inc.
Profit & Loss Budget Overview
 July 2016 through June 2017

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Accrual Basis

	Jul '16 - Jun 17
5550 • Insurance - Liability	4,883
5560 • Volunteer Expenses	400
5570 • Community Partner Expenses	100
5599 • Petty Cash Shortage/Overage	
Total PROGRAM EXPENSES	23,033
Total Expense	1,071,269
Net Ordinary Income	3,418
Other Income/Expense	
Other Income	
DONATED GOODS & FACILITIES	
4205 • In-Kind Services Donated	4,800
4210 • In-Kind Goods Donated	45,000
Total DONATED GOODS & FACILITIES	49,800
NEW FACILITY INCOME	
4110 • Capital Campaign Donations	
4110A • NewFacil-Individual	40,000
4110B • NewFacil-Donor-Advised Accounts	500,000
4110C • NewFacil-Business & Corporate	500,000
4110D • NewFacil-Foundations	500,000
4110 • Capital Campaign Donations - Other	960,000
Total 4110 • Capital Campaign Donations	2,500,000
4130 • New Facility Grants	45,000
Total NEW FACILITY INCOME	2,545,000
4405 • Interest & Dividend Income	399
Total Other Income	2,595,199
Other Expense	
DONATED GOODS & FACILITIES EXPE	
5510 • In-Kind Clothing/household/food	45,000
6250 • In-Kind Services Expense	4,800
Total DONATED GOODS & FACILITIES EXPE	49,800
NEW FACILITY EXPENSES	
5126 • New Facility Salaries	105,000
5130B • Payroll Taxes	21,000
5135B • Employee Health Benefits	5,000
5155B • Board/Committee Relations	1,200
5710B • Auto Mileage	600
5725B • Meals	800
6101B • Computers + IT Support	200
6102B • Telephone	1,800
6103B • Internet Service	500
6104B • Website	300
6105B • Office Supplies	200
6110B • Postage & Delivery	100
6120B • Bank Service Charges	6,000
6205B • Fees - Accounting	2,000
6210 • Fees - Capital Campaign Consult	24,000
6220 • Fees - Contract/Construct Svcs	2,200,000
6405B • Marketing & Promotion	2,000
6410B • Community Networking Events	1,000
6480B • SIMPLE IRA	1,950
Total NEW FACILITY EXPENSES	2,373,650
6485 • Interest Expense	5,000
7005 • Depreciation Expense	9,500

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04/26/17

Accrual Basis

Peace House, Inc.
Profit & Loss Budget Overview
July 2016 through June 2017

	Jul '16 - Jun 17
Total Other Expense	2,437,950
Net Other Income	157,249
Net Income	160,667

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04/26/17

Accrual Basis

Peace House, Inc.
Profit & Loss Budget Overview
 July 2015 through June 2016

	Jul '15 - Jun 16
Ordinary Income/Expense	
Income	
CONTRIBUTIONS	
4101 · Individual	60,000
4102 · Donor Designated Contributions	
4102A · UW Donor-Directed Donations	4,000
4102B · Donor-Advised Accounts	
Total 4102 · Donor Designated Contributions	4,000
4105 · Business & Corporate Donations	10,000
4106 · Foundations	65,000
4109 · Community Orgs & Nonprofits	12,000
Total CONTRIBUTIONS	151,000
GRANTS & CONTRACTS	
4002 · DCFS	221,296
4003 · TANF	
4004 · VAWA	24,000
4005 · VOCA	16,600
4008 · Corporate Grants	45,000
4010 · Foundation/Nonprofit Grants	
4010A · Eccles Foundation	18,000
4010 · Foundation/Nonprofit Grants - Other	105,000
Total 4010 · Foundation/Nonprofit Grants	123,000
4012 · United Way of Salt Lake	18,000
4013 · Park City Municipal Corp	36,000
4014 · Summit County	25,000
4025 · Center for Women+Children	3,000
Total GRANTS & CONTRACTS	511,896
SHELTER BUILDING ACCOUNT	
4450 · Shelter Building Funds	4,200
Total SHELTER BUILDING ACCOUNT	4,200
SPECIAL EVENT REVENUE	
4360 · PH Hosted Events	
4305 · Annual Appeal	30,000
4364 · Golf Tournament	
4367 · Walk a Mile	
4368 · Bling Fling	
4360 · PH Hosted Events - Other	59,000
Total 4360 · PH Hosted Events	89,000
4390 · Special Events - Other	
4391 · LivePC GivePC	
4395 · In Memory of Bob Wells	
4390 · Special Events - Other - Other	42,000
Total 4390 · Special Events - Other	42,000
Total SPECIAL EVENT REVENUE	131,000
Total Income	798,096
Gross Profit	798,096
Expense	
EMPLOYEE-RELATED	
TRAVEL & TRANSPORT	
5710 · Auto Mileage	6,000
5715 · Public Trans/Parking	

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04/26/17

Accrual Basis

Peace House, Inc.
Profit & Loss Budget Overview
 July 2015 through June 2016

	Jul '15 - Jun 16
5725 · Meals	350
Total TRAVEL & TRANSPORT	6,350
5105 · Outreach/Educ Salaries	138,420
5110 · Shelter Salaries	162,000
5118 · Clinical Salaries	71,150
5125 · Community Office Salaries	221,000
5130 · Payroll Taxes	45,000
5135 · Employee Health Benefits	27,000
5140 · Workers Compensation Insur	4,000
5147 · Program-Related Employ Training	600
5150 · Non-Program Employee Training	
5175 · Payroll Processing Fees	3,500
5190 · Employee Relations	200
6480 · SIMPLE IRA	7,500
Total EMPLOYEE-RELATED	686,720
GENERAL & ADMIN	
5155 · Board Relations	600
6101 · Computers + IT Support	1,000
6102 · Telephone	10,000
6103 · Internet Service	2,000
6104 · Website	725
6105 · Office Supplies	2,000
6110 · Postage and Delivery	800
6115 · Dues and Subscriptions	400
6120 · Bank Service Charges	
6123 · Credit Card Processing Fees	2,600
6125 · Licenses and Permits	500
6205 · Fees - Accounting	9,500
6310 · Printing and Reproduction	1,000
6315 · Fundraising Expenses	
6317 · Billing Filing	
6319 · Golf Tournament	
6321 · Annual Appeal	
6315 · Fundraising Expenses - Other	4,000
Total 6315 · Fundraising Expenses	4,000
6405 · Marketing & Promotion	500
Total GENERAL & ADMIN	35,625
OCCUPANCY EXPENSES	
5305A · Rent - Payments	40,200
5315 · Furniture & Fixtures	1,000
5320 · Furniture & Equip lease / maint	4,000
5328 · Property Insurance	1,300
5340 · Repairs & maintenance	1,000
5342 · Janitorial	1,020
5360 · Utilities	8,000
5365 · Building security	550
Total OCCUPANCY EXPENSES	57,070
PROGRAM EXPENSES	
5505 · Shelter Food & Household	6,000
5530 · Program Supplies	1,800
5531 · Program Software/Systems	2,200
5532 · Program Consultant/Support Svcs	
5540 · Emergency client needs	
5542 · Client transportation	
5543 · Client child care	
5540 · Emergency client needs - Other	1,000
Total 5540 · Emergency client needs	1,000

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04/26/17

Accrual Basis

Peace House, Inc.
Profit & Loss Budget Overview
 July 2015 through June 2016

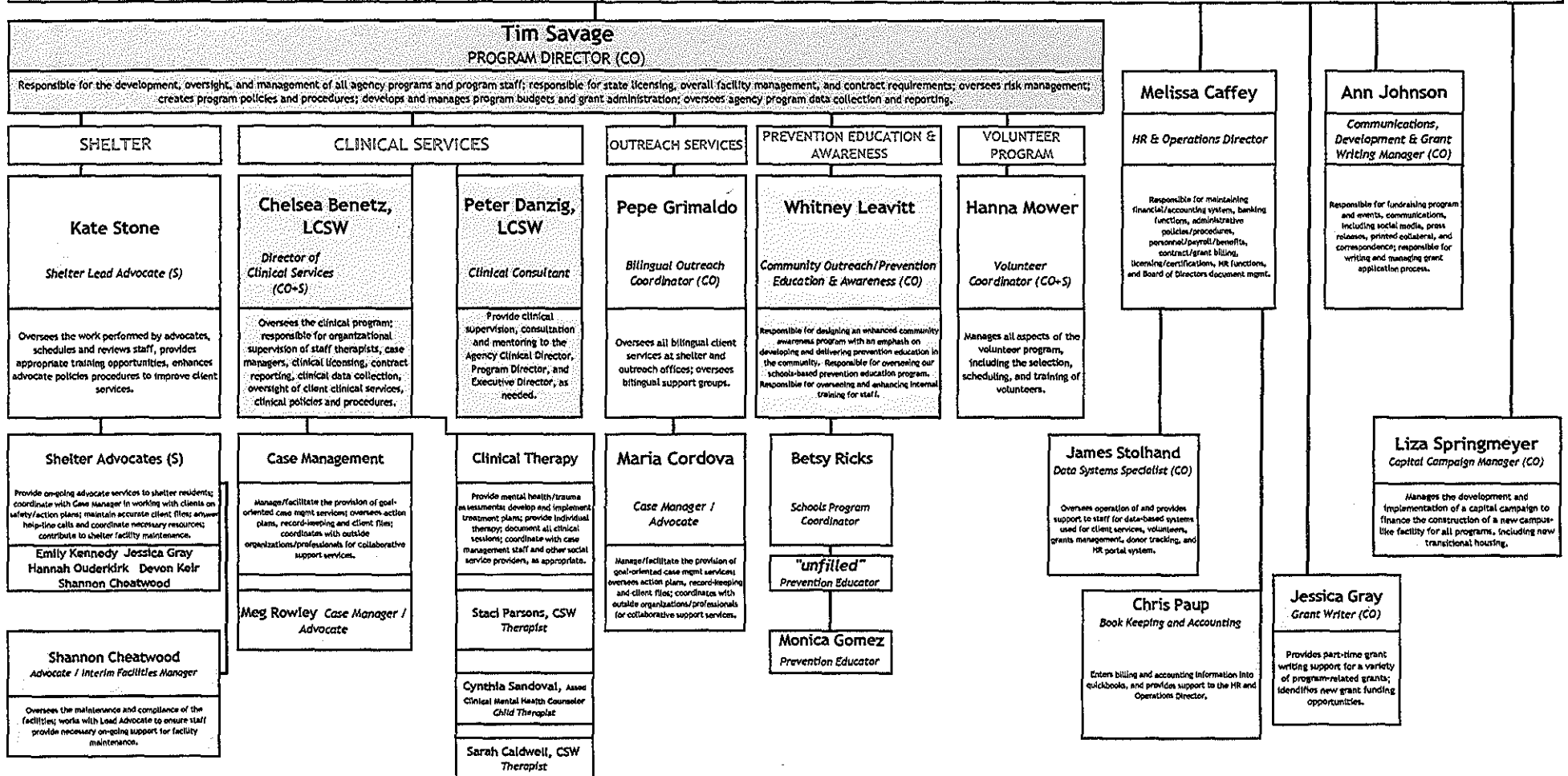
	Jul '15 - Jun 16
5550 • Insurance - Liability	4,250
5560 • Volunteer Expenses	1,700
5570 • Community Partner Expenses	
5599 • Petty Cash Shortage/Overage	
Total PROGRAM EXPENSES	16,950
Total Expense	796,365
Net Ordinary Income	1,731
Other Income/Expense	
Other Income	
DONATED GOODS & FACILITIES	
4205 • In-Kind Services Donated	3,400
4210 • In-Kind Goods Donated	20,000
Total DONATED GOODS & FACILITIES	23,400
NEW FACILITY INCOME	
4110 • Capital Campaign Donations	
4110A • NewFacil-Individual	
4110B • NewFacil-Donor-Advised Accounts	
4110C • NewFacil-Business & Corporate	
4110 • Capital Campaign Donations - Other	
Total 4110 • Capital Campaign Donations	
Total NEW FACILITY INCOME	
4405 • Interest & Dividend Income	600
Total Other Income	24,000
Other Expense	
DONATED GOODS & FACILITIES EXPE	
5510 • In-Kind Clothing/household/food	20,000
6250 • In-Kind Services Expense	3,400
Total DONATED GOODS & FACILITIES EXPE	23,400
NEW FACILITY EXPENSES	
5126 • New Facility Salaries	
5130B • Payroll Taxes	
5135B • Employee Health Benefits	
5725B • Meals	
6101B • Computers + IT Support	
6102B • Telephone	
6103B • Internet Service	
6105B • Office Supplies	
6110B • Postage & Delivery	
6120B • Bank Service Charges	
6205B • Fees - Accounting	
6210 • Fees - Capital Campaign Consult	
6220 • Fees - Contract/Construct Svcs	
6405B • Marketing & Promotion	
6410B • Community Networking Events	
6480B • SIMPLE IRA	
Total NEW FACILITY EXPENSES	
6485 • Interest Expense	
7005 • Depreciation Expense	
Total Other Expense	23,400
Net Other Income	600
Net Income	2,331

Peace House Organizational Chart

August 2016

Julie DeLong - Interim Executive Director / Jane Patten - Outgoing Executive Director/Facilities Project Director

Responsible for the organization's achievement of mission and financial objectives/accountability, strategic direction, program development and administration, and effective community relations and fundraising activities.



Work Location Codes:

CO = Community Office -- 1960 Sidewinder Drive, Suite 208, Park City, UT 84098 -- (435) 658-4739

S = Shelter -- Park City, UT 84060-- (435) 647-9161



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Summit Sotheby's Int'l Realty
Past President of PC Board of Realtors
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DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

This resolution will amend the current fee schedule to include new and adjusted city fees.

Respectfully:

Kory Kersavage, Budget Analyst



Resolution No. 15-2017

RESOLUTION AMENDING THE FEE SCHEDULE; AND REPLACING AND REPEALING RESOLUTION 14-2016 IN ITS ENTIRETY

WHEREAS it is necessary to update the fee schedule to reflect the changing costs of performing services; and

WHEREAS, a public hearing was held on May 25, 2017, to receive public comments on the user fee increases,

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

SECTION 1. FEE SCHEDULE AMENDMENTS. The Park City Fee Schedule is hereby re-adopted with changes as outlined in Exhibit A

SECTION 2. EFFECTIVE DATE. This resolution shall take effect on July 1, 2017.

PASSED AND ADOPTED this 15th day of June, 2017.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approve as to form:

Mark D. Harrington, City Attorney

PARK CITY FEE SCHEDULE

SECTION 1. CONSTRUCTION AND DEVELOPMENT RELATED FEES

1.1 PLANNING FEES

1.1.1 Plat/Subdivision *

Plat Amendment	\$900.00 per application
Subdivision	\$290.00 per lot/parcel
Administrative lot line adjustment	\$300.00 per application
Extension of Approval	\$330.00 per application

Condominium

Condominium or timeshare conversion	\$450.00 per unit
Record of Survey	\$450.00 per unit
Amendment to Record of Survey	\$100.00 per unit affected
Extension of Approval	\$330.00 per application

1.1.2 Master Planned Development (MPD) Process *

Pre-Master Planned Development	\$1,200.00
<i>Application includes one formal staff review and Planning Commission review of compliance with General Plan that includes a public hearing. If applicant files for formal Master Planned Development the \$1,200 will apply toward the application fee.</i>	
Master Planned Development	\$560.00 per unit equivalent
Modification to an MPD	\$330.00 per unit equivalent

1.1.3 Conditional Use Permit (CUP) *

Planning Commission Review	\$1,140.00 per application
Steep Slope Review	\$1,330.00 per application
Administrative Staff Review	\$330.00 per application
Extension or Modification	\$330.00 per application

1.1.4 Zone Changes *

\$1,650.00

1.1.5 Board of Adjustment *

Variance	\$940.00 per application
----------	--------------------------

1.1.6 Architectural and Design Review

Historic District/Site

New residential construction <1000 sf	\$200.00 per application
New residential construction >=1000 sf	\$750.00 per application
Commercial review	\$200.00 per unit equivalent for the first 10 units \$15.00/ue after

Non-Historic District/Site

New Residential - SF/Duplex	\$200.00 per application
Multi-Family/Commercial	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after
Residential Additions	\$100.00 per application
Commercial Additions	\$100.00 per unit equivalent up to 10 units then \$15.00/ue after

1.1.7	<u>Historic Review *</u>	
	Historic Design Review (no increase in existing area)	\$210.00
	Historic Design Review (increase in existing area)	\$1,030.00
	Determination of Significance	\$350.00
	Certificate of Appropriateness for Demolition	\$300.00
1.1.8	<u>Land Management Code Review *</u>	\$2,000.00 per application
1.1.9	<u>General Plan Amendment *</u>	\$2,000.00 per application
1.1.10	<u>Sign Review</u>	
	Master Sign Plan Review	\$320.00
	Amendment to Master Sign Plan	\$120.00
	Individual sign permit	\$120.00 (\$118.80) plus 1% state tax
	Sign permit under master sign plan	\$130.00 (\$128.70) plus 1% state tax
	Temporary Sign Permit	\$60.00 (\$59.40) plus 1% state tax
1.1.11	<u>Annexation *</u>	\$5,850.00
	Annexation Fiscal Impact Analysis	\$1,550.00
	<i>plus actual cost of City approved consultant fee</i>	
	Modification to Annexation Agreement	\$4,150.00
1.1.12	<u>Appeals Fees *</u>	
	Appeals to Board of Adjustment	\$500.00
	Appeals to City Council	\$500.00
	Appeals to Historic Preservation Board	\$500.00
	Appeals to Planning Commission	\$500.00
1.1.13	TDR – Development Credit Determination	\$100.00
1.1.14	<u>Refund of Withdrawn Planning Applications</u>	
	In the case of a withdrawal of an application, the associated fees shall be refunded, less the actual cost for professional services rendered by City staff.	
1.1.15	<u>Reactivation Fee</u>	
	For projects that have been inactive by the applicant for more than six months a Reactivation Fee of 50% of orig. application fee will be assessed	
1.1.16	<u>Attorney or Other Professional Services</u>	
	Reimbursement for actual expense incurred	

* Projects under these classifications may be assessed the additional cost of the property posting and courtesy mailing as required by Land Management Code regulations at the time of submittal.

1.2 BUILDING FEES

1.2.1 Impact Fee Schedule Impact fees are now located in the Park City Municipal Code, Title 11, Chapter 13.

1.2.2 Building Permit

Total Valuation Free – Calculated by the actual value of construction, excluding the value of on-site renewable energy systems (including solar voltaic systems, ground source heat pumps and solar hot water)

\$1.00 and up ~~4/5 of~~ 1% ~~(.80%)~~ of the total valuation of construction as herein above described with a minimum fee of \$15.00.

1.2.3 Plan Check Fees

a. Deposit. On buildings requiring plan checks at the time of building permit application, the applicant shall pay a deposit of \$500.00 for residential buildings; and \$2,000.00 for commercial buildings. The deposit shall be credited against the plan check fee when the permit is issued. This deposit is non-refundable in the event permits are not issued.

b. Fee. Except as otherwise provided herein, the plan check fee shall be equal to sixty-five percent (65.0%) of the building permit fee for that building. The plan check fee for identical plans shall be charged at a rate of \$54.26 per hour of total Community Development staff time. As used herein, ~~identical plans~~ means building plans submitted to Park City that: (1) are substantially identical to building plans that were previously submitted to and reviewed and approved by Park City; and (2) describe a building that is: (A) located on land zoned the same as the land on which the building described in the previously approved plans is located; and (B) subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans.

1.2.4 Mechanical Permit

Plus 1% State Surcharge

See fee table below. Building Department enters the total valuation for materials and labor for each sub-permit into the Fee Table to determine the permit fee.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00

\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.5 Electrical Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.6 Plumbing Permit

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.7 International Fire Code Fee Issuance Fee	\$20.00
In Addition:	
Aircraft Refueling Vehicles	\$30.00
Open Burning	\$50.00
Candles and Open Flames in Assembly Area	\$50.00
Compressed Gas	\$30.00
Explosives or Blasting Agents	\$150.00
Fireworks (Displays)	\$150.00
Firework (Sales)	\$75.00
Flammable Liquids	\$15.00
Flammable or Combustible Liquid Tanks	\$130.00
Hot Work (welding)	\$15.00
Liquefied Petroleum Gases (heaters and devices up to 5 units)	\$55.00
Liquefied Petroleum Gases (heaters and devices) each additional unit	\$11.00
Liquefied Petroleum Gases on an active construction site (125+ gal)	\$130.00
Places of Assembly	\$50.00
Vehicles (liquid or gas fueled) within a building	\$130.00
Others not listed	\$15.00

Tents, air-supported structures and trailers \$.20 per square foot. Temporary structures built to permanent standards will be subject to fees set forth in Section 1.2.2. For plans already on file and approved, the fee will be reduced to \$.13 per square foot.

1.2.8 Grading Plan Review and Permit Fees

See fee table below.

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.9 Soil Sample Fee \$100.00

1.2.10 Demolition Permit Fee

Total Valuation	Fee
\$1.00 to \$1,300.00	\$50.00
\$1,301.00 to \$2000.00	\$50.00 for the first \$1,300.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.0 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof

1.2.11 Flatwork Permit

Total valuation.

\$1.00 and up $\frac{3}{4}$ of 1% (.75%) of the total valuation of construction as herein above described with a minimum fee of \$15.00. Flatwork permits are subject to Plan Check fees as described above.

1.2.12 Other Inspections and Fees

Inspections outside normal business hours*	\$150.00 per hour (minimum charge 2 hours)
Re-inspection fee	\$150.00 per hour (minimum charge 1 hour)
Additional inspection services*	\$75.00 per hour (minimum charge 1 hour)
Starting work without a permit (first offense)	Double (x2) the building permit fee
Continuing work without a permit (second offense)	Quadruple (x4) the building permit fee
For use of outside consultants for plan reviews, inspections or both	Actual cost**

* Or the total hourly cost to the City, whichever is greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employee involved. These services will be offered based on inspector availability.

** Actual Cost includes administrative and overhead costs.

1.3 **ENGINEERING FEES**

1.3.1 Construction Inspection Fees. Prior to receiving a building permit, a notice to proceed or plat approval, developers shall pay a fee equal to six percent (6%) of the estimated construction cost as determined by the City Engineer. In projects with private street systems that limit city inspection requirements to water, drainage, and other improvements, but not to streets, the inspection fee shall be four percent (4%) of the estimated construction cost of the improvements to be inspected as determined by the City Engineer. The city, upon notice to the developer, may charge the developer a fee of \$75.00 per man-hour to recoup costs to the city above the

fee charged. The city may also charge \$75.00 per man-hour for re-inspections of work previously rejected.

1.3.2 Permit to Work in Public Right-of-Way

\$200.00 fee plus \$2,000.00 letter of credit or cashier's check plus proof of insurance

1.4 **ADMINISTRATIVE CODE ENFORCEMENT (ACE) FEES**

1.4.1 Civil Fee Schedule

Daily Violation Fee	\$100.00 per day
Re-inspection Fee	\$75.00

1.4.2 Operating without a Type 2 CSL \$800.00 per violation

SECTION 2. UTILITY FEES

2.1 WATER IMPACT FEES. Water Impact Fees are located in the Park City Municipal Code, Title 11, Section 13.

2.2 MONTHLY WATER METERED SERVICES FEE SCHEDULE:

2.2.1 Base Rates & Meter Price (For all water billed on or after July 1, 2017~~5~~).

2.2.1.1 Single Family Residential

Meter Size	Base Rate	Meter Price
3/4"	\$47.65 \$44.95	\$755.90 \$713.11
1 "	\$64.32 \$60.68	\$868.78 \$819.60
1.5"	\$76.28 \$71.96	\$1,236.00 \$1,166.04

2.2.1.2 Multi-Family Residential or Commercial

Meter Size	Base Rate	Meter Price
3/4"	\$61.95 \$58.44	\$755.90 \$713.11
1"	\$104.81 \$98.88	\$868.78 \$819.60
1.5"	\$223.89 \$211.22	\$1,236.00 \$1,166.04
2 "	\$466.91 \$440.48	\$2,186.34 \$2,062.49
3"	\$1,215.00 \$1,146.23	\$2,586.34 \$2,439.94
4"	\$2,206.00 \$2,081.13	\$4,506.80 \$4,251.70
6"	\$4,158.40 \$3,923.02	\$7,011.68 \$6,614.79
8"	\$7,161.13 \$6,755.78	\$10,531.09 \$9,934.99

2.2.1.3 Irrigation

Meter Size	Base Rate	Meter Price
3/4"	\$74.56 \$64.28	\$755.90 \$713.11

1"	\$126.17 \$108.77	\$868.78 \$819.60
1.5"	\$269.51 \$232.34	\$1,236.00 \$1,166.04
2"	\$562.04 \$484.52	\$2,186.34 \$2,062.49
3"	\$1,462.59 \$1,260.85	\$2,586.34 \$2,439.94
4"	\$2,655.52 \$2,289.24	\$4,506.80 \$2,451.70
6"	\$5,005.77 \$4,315.32	\$7,011.68 \$6,614.79

2.2.1.4 Construction Base Rate: ~~\$276.90~~~~261.23~~

2.2.1.5 Indigent Base Rate: ~~\$4.07~~~~3.84~~

2.2.2 Water Consumption Rates. The following water consumption rates apply. Relief in the event of a leak may be granted, consistent with the leak policy.

2.2.2.1 Single Family Residential

	Block 1	Block 2	Block 3	Block 4	Block 5	Block 6
Price per 1,000 gallons	\$5.94 5.60	\$9.52 8.98	\$10.01 9.44	\$12.97 12.24	\$15.47 14.59	\$27.03 25.50
Gallons in Block	0-5,000	5,001-15,000	15,001-25,000	25,001-35,000	35,001-55,000	Over 55,000

2.2.2.2 Multi-Family Residential

	Block 1	Block 2	Block 3	Block 4
Price per 1,000 gallons	\$7.03 6.63	\$9.52 8.98	\$15.47 14.59	\$23.82 22.47
3/4" Meter, Allowance in Block	0-10,000	10,001-36,000	36,001-80,000	Over 80,000
1" Meter, Allowance in Block	0-17,000	17,001-57,000	57,001-120,000	Over 120,000
1.5" Meter, Allowance in Block	0-30,000	30,001-100,000	100,001-200,000	Over 200,000
2" Meter, Allowance in Block	0-48,000	48,001-160,000	160,001-320,000	Over 320,000
3" Meter, Allowance in Block	0-96,000	96,001-320,000	320,001-640,000	Over 640,000
4" Meter, Allowance in Block	0-150,000	150,001-500,000	500,001-1,000,000	Over 1,000,000
6" Meter, Allowance in Block	0-180,000	180,001-600,000	600,001-1,200,000	Over 1,200,000

2.2.2.3 Commercial

	Block 1	Block 2
Price per 1,000 gallons	\$8.34 7.87	\$12.92 12.19
3/4" Meter, Allowance in Block	0-150,000	Over 150,000
1" Meter, Allowance in Block	0-300,000	Over 300,000
1.5" Meter, Allowance in Block	0-500,000	Over 500,000
2" Meter, Allowance in Block	0-750,000	Over 750,000
3" Meter, Allowance in Block	0-1,200,000	Over 1,200,000
4" Meter, Allowance in Block	0-1,700,000	Over 1,700,000
6" Meter, Allowance in Block	0-1,700,000	Over 1,700,000

2.2.2.4 Irrigation

	Block 1	Block 2
--	---------	---------

Price per 1,000 gallons	\$9.528.98	\$15.4714.59
3/4" Meter, Allowance in Block	0-56,000	Over 56,000
1" Meter, Allowance in Block	0-90,000	Over 90,000
1.5" Meter, Allowance in Block	0-185,000	Over 185,000
2" Meter, Allowance in Block	0-300,000	Over 300,000
3" Meter, Allowance in Block	0-600,000	Over 600,000
4" Meter, Allowance in Block	0-935,000	Over 935,000
6" Meter, Allowance in Block	0-1,865,000	Over 1,865,000

2.2.2.5 Construction ~~\$11.1910.56~~ per 1,000 gallons

2.2.2.6 Indigent

The Indigent Base Rate includes 10,000 gallons. Water consumption above 10,000 gallons is charged per the Single Family Residential rate structure in paragraph 2.2.2.1.

2.2.2.7 Contract Rules

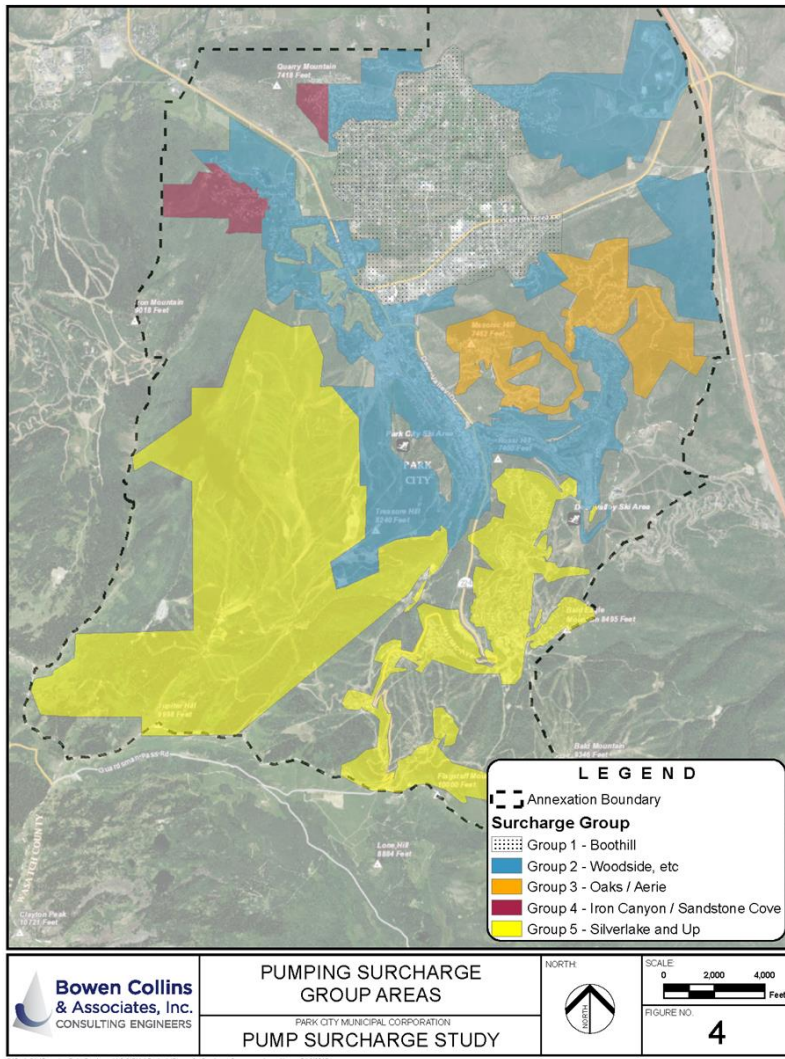
The City will honor the rates as they are set by a Council approved contract.

2.2.3 Energy Surcharge (For all water billed on or after July 1, 201~~75~~). All water billed under 2.2.2, except for paragraph 2.2.2.7 contract rates, shall be billed a location dependent Energy Surcharge, comprised of a Pumping Surcharge and an Efficiency Optimization Surcharge.

2.2.3.1. Surcharge Group

The following table and associated map identify an account's Surcharge Group Number. Conflicts between the map and the table will be resolved by reference to the table.

Surcharge Group No.	Surcharge Group	Pressure Zone Numbers Included in Group
1	Boothill	29
2	Woodside, etc	8,10,17,18,19,20,21,22,
		23,24,25,26,27,42,48,49,30,32
3	Oaks / Aerie	11,12,13,14,15,16
4	Iron Canyon / Sandstone Cove	28,31
5	Silver Lake and Up	1,37,2,3,4,5,6,7,
		34,38,39,40,41



2.2.3.2 Energy Surcharge

An Energy Surcharge shall be assessed by Surcharge Group and at a price per 1,000 gallons by as follows:

Group No	Pumping Surcharge	Energy Optimization Surcharge	Total Energy Surcharge
1	\$0.00	\$0.2841	\$0.2841
2	\$0.53	\$0.4060	\$0.931.13
3	\$1.19	\$0.5684	\$1.752.03
4	\$1.59	\$0.6698	\$2.2557
5	\$2.30	\$0.831.24	\$3.1354

2.3 WATER VIOLATION PENALTIES

\$150.00	first violation
\$200.00	second violation

\$400.00	third violation
\$500.00	fourth violation
\$750.00	for the fifth violation and for each subsequent violation within that calendar year.

2.4	WATER SERVICE REINSTATEMENT FEE	\$100.00
2.5	WATER METER TESTING FEE	\$100.00 per test
2.6	WATER LABOR RATE	\$50.00 per hour (rounded up to the nearest half hour)
2.7	WATER PARTS & SUPPLIES RATE	Cost + 15% stocking fee
2.8	FIRE HYDRANT METER DEPOSIT FEE	
	2 Inch Meter	\$1,950.00
	¾ Inch Meter	\$500.00
	Fire hydrant wrench deposit fee	\$50.00
	Meter Radio	\$200.00
2.9	RENTER DEPOSIT	\$50.00
2.10	NON-MAILED SHUT-OFF NOTICE FEE	\$75.00
2.11	IMPROPER WATER SHUT-OFF OR TURN ON	\$250.00
2.12	STORMWATER FEE	
2.12.1	An Equivalent Surface Unit or ESU	\$3,754.88

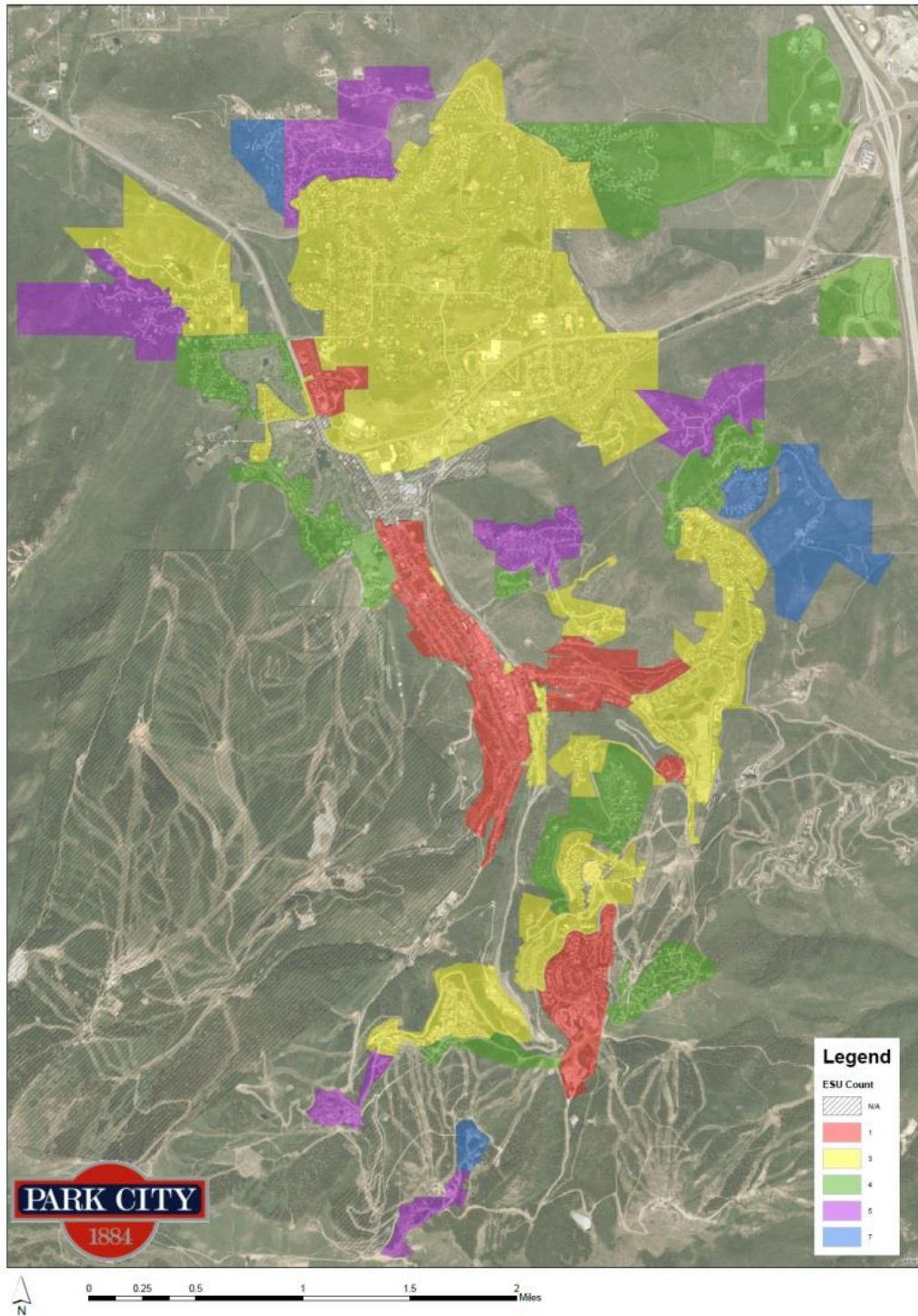
2.12.1.1 Green Infrastructure Reduction

After submittal of a complete application for a Green Infrastructure ESU reduction, an account may be eligible for a reduction of up to 20% of the ESU fee listed in 2.12.1.2. This reduction shall expire on June 30th, 2020.

2.12.2 Single Family Residential Initial Assignment

A Single Family Residential property shall be assigned an ESU number based the following map. The assignment may be changed based on an evaluation of an individual property.

Park City Stormwater Utility Map



2.12.3 Multi-Family Residential Initial Assignment

A Multi-Family Residential property shall be assigned 1 ESU per dwelling unit. This assignment may be changed based on an evaluation of an individual property.

SECTION 3. SPECIAL MEETINGS FEES

3.1 SPECIAL COUNCIL MEETING

\$270.00 for initial 30 minutes and
\$133.00 per 30 minutes thereafter

When a special council meeting (not regularly scheduled) must be called in order to accommodate an applicant for a license, permit or any other issue not requested by Council or staff, the applicant will be assessed a \$270 fee per application. If the meeting is longer than 30 minutes the applicant will be charged an additional \$133 per 30 minute increment thereafter.

3.2 TYPE 2 CSL SPECIAL MEETING

\$76.00 per applicant

SECTION 4. BUSINESS LICENSING

4.1

PARK CITY BUSINESS LICENSE FEE SCHEDULE									
	Transit Service Enhancement Fee		Festival Facilitation, Service Enhancement Fee		Enhanced Enforcement Fee		Administrative Fee		
	Rate	Unit of Measure	Rate	Unit of Measure	Rate	Unit of Measure	Rate Renewals	Rate New/ Inspections	Unit of Measure
Ski Resort	\$0.26	Skier Day	\$0.01	Skier Day	-	-	\$22.00	\$149.00	License
Lodging	\$19.25	Per Bedroom	\$9.49	Per Bedroom	-	-	\$17.00	\$149.00	License
Restaurant	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Outdoor Dining	\$0.06	Per Sq. Ft.	\$0.03	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Retail	\$0.23	Per Sq. Ft.	\$0.10	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Large Retail (>12,000 sq. ft.)	\$0.16	Per Sq. Ft.	\$0.07	Per Sq. Ft.	-	-	\$22.00	\$149.00	License

Office, Service, Other	\$0.21	Per Sq. Ft.	\$0.01	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Ware-house	\$0.06	Per Sq. Ft.	\$0.00	Per Sq. Ft.	-	-	\$22.00	\$149.00	License
Resort and Amusement	\$1.04	Per User	\$0.05	Per User	-	-	\$22.00	\$149.00	License
For-Hire Vehicles	\$37.50	Per Vehicle	\$1.75	Per Vehicle	\$45.58	Per Vehicle	\$71.83	\$71.83	License
Other Commercial Vehicles and Trailers	\$7.50	Per Vehicle	\$0.29	Per Vehicle	-	-	\$22.00	\$149.00	License
Employee Based	\$3.75	Per Employee	\$0.15	Per Employee	-	-	\$22.00	\$149.00	License
Commercial Vending, Game and Laundry Machines	\$18.75	Per Machine	\$0.73	Per Machine	-	-	\$22.00	\$149.00	License
Escort Services	\$3.75	Per Employee	\$0.15	Per Employee	\$46.19	Per Employee	\$22.00	\$149.00	License

4.2.1. Type 1 Convention Sales and Hospitality Licenses \$149.00

A fee of \$149.00 will be charged for each additional vendor or business listed on an umbrella application

4.2.2 Type 2 Convention Sales and Hospitality Licenses \$372.00

(effective during the Sundance Film Festival). A fee of \$372.00 will be charged for each vendor or business on an umbrella application.

4.3 Beer and Liquor Licensing Fee. \$100.00 per license

4.4 Solicitors Licensing Fee. \$75.00 annually for each person licensed as a solicitor, except that any business which has already paid its solicitation fee of \$75.00 shall pay \$10.00 annually for every additional solicitor.

4.5 Outdoor Sales

- \$5.00 In addition to the regularly issued business license for that business.
- \$4.00 In addition to the regularly issued business license for that business if business is a member of merchant's association organizing the outdoor sale.
- \$50.00 Seasonal plants, Christmas trees or landscaping materials for a maximum period of 8 weeks per year.

SECTION 5. MISCELLANEOUS LAW ENFORCEMENT FEES.

5.1 Alarm Monitoring Fees

- \$100.00 Cash deposit to be posted at time of installing each alarm system within the Park City limits.
- \$ - 0 - First response within 6 months, no fee deducted from \$100.00 bond.
- \$25.00 Second response to premise within 6 months, and for each subsequent response to said premise. [\$25 deducted from bond].

5.2 Direct Access Alarms

- \$100.00 Per alarm connected through a direct access device, and not per alarm company, for the initial installation of the alarm.
- \$50.00 Per year, per alarm for subsequent years or parts thereof.

5.3 Dispatching Fee

- \$100.00 Per month for each private agency being dispatched from the City Communication Center.

5.4 Vehicle Impound Fee

- \$20.00 Per vehicle, per impound (also see Section 7.7).

5.5 Contract Law Enforcement Services

- | | |
|---|----------|
| Police Officer (per employee, per hour - four hour minimum) | \$75.00 |
| Holiday (per employee, per hour - four hour minimum) | \$165.00 |

SECTION 6. GRAMA (Government Records Access and Management Act) FEES.

6.1 Copies. Copies made at a city facility: \$.10 per page. Double-sided copies shall be charged as two pages.

6.2 Copies from outside copiers. The city reserves the right to send the documents out to be copied and the requestor shall pay the actual cost to copy the documents, including any fee charged for pick-up and delivery of the documents.

6.3 Copies retrieved from Utah State Archives or other storage facility. In addition to the copy fee, the requester must pay actual cost for staff time and mileage (computed using the current official federal standard mileage rate).

6.4 Compiling Documents in a form other than that normally maintained by the City, pursuant to U.C.A. 63G-2-203 (2008). In the event the City compiles a record in a form other than that normally maintained by the City, the actual costs under this section may include the following:

(a)(i) the cost of staff time for compiling, formatting, manipulating, packaging, summarizing, or tailoring the record either into an organization or media to meet the person's request;

(ii) the cost of staff time for search, retrieval, and other direct administrative costs for complying with a request; and

(iii) in the case of fees for a record that is the result of computer output other than word processing, the actual incremental cost of providing the electronic services and products together with a reasonable portion of the costs associated with formatting or interfacing the information for particular users, and the administrative costs as set forth in Subsections (i) and (ii).

(b) An hourly charge under this section may not exceed the salary of the lowest paid employee who, in the discretion of the custodian of records, has the necessary skill and training to perform the request.

(c) Notwithstanding Subsections (a) and (b), no charge may be made for the first quarter hour of staff time.

6.5 Fee Waiver for Public Benefit. The City may fulfill a record request without charge if it determines that: releasing the record primarily benefits the public rather than a person; the individual requesting the record is the subject of the record, or an individual specified in U.C.A. Subsection 63G-2-202(1) or (2); or the requester's legal rights are directly implicated by the information in the record, and the requester is impecunious.

SECTION 7. PARKING, METER RATES, VIOLATIONS, TOWING, AND IMPOUND FEES

7.1 Fines for meter violations are as follows:

First violation per registered owner(s): No fine or late fees. Vehicle license plate and/or VIN numbers will be logged into the system and a courtesy card issued to welcome to Main Street and educate user on the pay-and-display meter system.

Second thru Fifth (2nd - 5th) violation per registered owner(s):

\$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$40.00 after 14 days;

\$60.00 after 30 days;

\$80.00 after 60 days

More than five (>5) violations per registered owner(s):

\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$60.00 after 14 days

\$80.00 after 30 days

\$100.00 after 60 days

7.2 Fines for mobility disabled space violations are as follows:

\$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$170.00 after 14 days;
\$190.00 after 30 days;
\$210.00 after 60 days

7.3 Fines for special event parking violations. When enacted by the City Manager under Section 7.7, the fines for special event parking violations are as follows:

A. Egregious violations (i.e., obstructing traffic on Main Street or along bus routes) or mobility disabled space violations. \$150.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$170.00 after 14 days;
\$190.00 after 30 days;
\$210.00 after 60 days

B. Fines for all other special event parking violations. \$75.00 from the date of the violation until fourteen (14) days following the violation.

\$95.00 after 14 days;
\$115.00 after 30 days;
\$135.00 after 60 days

7.4 FINES FOR TIME LIMIT PARKING VIOLATIONS are as follows: \$20.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50.00 after 14 days;
\$70.00 after 30 days;
\$90.00 after 60 days

More than five (>5) violations in the previous three years per registered owner(s):
\$40.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$60.00 after 14 days;
\$80.00 after 30 days;
\$100.00 after 60 days;

7.5 Fines for all other parking violations are as follows:

\$30.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$50.00 after 14 days;
\$70.00 after 30 days;
\$90.00 after 60 days

More than five (>5) violations per registered owner(s):
\$50.00 from the date of violation until fourteen (14) days following the violation, escalating to:

\$70.00 after 14 days;
\$90.00 after 30 days;
\$110.00 after 60 days;

7.6 Parking Permits.

China Bridge Parking Permits – Employee Permit: A parking permit is available to Main Street employees for the China Bridge Parking for covered areas. The permit is not valid after 6:00 p.m. on both Friday and Saturday or during major events. Alternative parking areas may be provided for these events. The cost is \$150.00 annually, \$100.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$100.00 subject to approval by the Parking Manager. Verification of employment at a Main Street business is required to purchase this permit.

Business Permit: Businesses with a Main Street area address and a valid business license are eligible to purchase a parking permit(s) valid for China Bridge and Gateway covered areas. The permit is not valid during major events. Alternative parking areas may be provided for these events. This permit allows parking beyond the 6 hour limit not to exceed 72 hours at one time in a parking space. Cost for this permit is \$300.00 annually, \$200.00 if purchased after April 1st of each calendar year. A replacement permit can be purchased for \$200.00 subject to approval by the Parking Manager.

7.7 Special Event Parking. The City Manager may implement Special Event Parking Permit Fees, Special Event Meter Rates and/or Special Event Parking Fines for events held under a Master Festival License. The fee for these Special Event Parking Permits and Special Event Meter Rates will not exceed \$50.00 per day.

7.8 Tow and Storage Fees. Vehicles towed from City parking and stored in private lots are subject to Utah State allowed amounts as outlined in the Park City Police Department Towing Rate Schedule.

7.9 Immobilization Fee \$35.00

7.10 Fees for Special Use of Public Parking are as follows:

Main Street, Heber Avenue, Park Avenue (Heber to 9 th St):	Daily rate of \$16.00 per space
Swede Alley:	Daily rate of \$12.00 per space
Sandridge, South City Park, Residential Permit Zones:	Monthly rate of \$20.00 per space
a. Up to two spaces for vehicle parking with approved and active building permit	\$0.00
b. Vehicle Permits	\$20.00 per space per month
c. Dumpster or Equipment Permit	\$50.00 per space per month
Pay station removal for construction:	\$1,000.00
Application Fee:	\$20.00

Applications are reviewed by appropriate divisions, such as Parking Services, Transportation, Police, Building Departments, and Special Events.

7.11 Meter rates are as follows:

For Main Street and the Brew Pub lot: \$1.50 per hour up to a three hour limit. Metered parked hours are 11:00 a.m. -11:00 p.m. daily. Minimum purchase is 20 minutes with coin, parking

card, and tokens. No less than one hour can be purchased with a credit card. For event rates, see Section 7.7.

7.12 In-car meter devices:

Free with purchase of \$50.00 or more of prepaid parking time. In-car meter and prepaid card parking time is available to residents at a 46.67% discount equivalent to \$0.80 per hour.

7.13 Tokens are available for sale as follows:

Up to 50 tokens:	\$0.50 each
50-299 tokens:	\$0.40 each (20% discount)
300 or more tokens:	\$0.35 each (35% discount)

Large purchases subject to Parking Manager approval and are limited to Main Street business license holders.

7.14 Meter payment by cell phone:

Users sign up for a free account. Meter rates in Section 7.11 apply; no less than one hour can be purchased. City pays the convenience fee charged by the service provider.

SECTION 8. RECREATION SERVICES AND FACILITY RENTAL FEES

8.1 PURPOSE AND PHILOSOPHY. Recreation Services, the Parks Department, Miners Hospital Community Center and the Library are supported primarily by tax dollars through the City's General Fund. The Golf Course has been established as an enterprise fund and should be primarily supported by revenues other than taxes. This policy applies to Recreation Services and the Golf Course Enterprise fund.

The purpose of this section is to establish a level of operations and maintenance cost recovery for programs, activities and facilities, and direction for establishing fees and charges for the use of and/or participation in the programs, activities and facilities offered by the Recreation Services, Golf Course, Library, and Miners Hospital Community Center.

It is the intent of the City to offer its Recreation Services programs, activities and facilities to the entire community. To help offset the cost of providing these services, and since the primary beneficiaries of these services are users, it is appropriate to charge fees that are adequate to fund operation of the facility in line with other like programs.

8.2 COST RECOVERY. It is the intent of the City to recover roughly 70% of the operations and maintenance expenses incurred by the Recreation Department and the Recreation Center and 100% of the operations and maintenance expenses incurred by the Golf Course through sources of revenue other than taxes. The City's cost recovery plan is described in detail in the City's budget document. User fees should not be considered the only source for accomplishing this objective. Revenues may also include:

Increases in program participation.

- Fees charged for non-recreational use of facilities (conventions/special events)
- Rental income
- New programs or activities
- Private sponsorship of programs or activities

- Public agency grants or contributions.

8.3. ESTABLISHING USER FEES. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council.

8.3.1 Area Resident Discount: Those people whose primary residence is within the Park City School District limits; are currently paying property tax within Park City School District limits; or are holding a valid Park City business license and leasing or renting office space within Park City are entitled to receive a discount on user fees for the Recreation Center and Golf Course.

8.3.2 Recreation Program Fees: The Recreation Department, the Recreation Center and the Golf Course offer a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs. Fees are then published in the Recreation Services annual brochure (PLAY Magazine). In most cases, fees will be kept commensurate with fees charged by others providing like service.

8.3.3 Fees for Non-Recreational Activities at the Recreation Center: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.

The Recreation Center facility is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.

8.3.4 Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Golf Course Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

To establish and maintain the Council's objective of 70% cost recovery, the City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action.

Fee increases will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

8.3.5 Discounting Fees: The Recreation Services Manager may, at his or her discretion, discount fees when:

- Offering special promotions designed to increase use.
- Trying to fill non-prime time.
- Introducing new programs or activities.
- Playing conditions are below standard due to weather or facility disrepair.

8.3.6 Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Recreation Services Manager may, at his discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

8.4. RECREATION CENTER:

8.4.1 Recreation Center Fees

Punch Card Admission. For ease of administration and convenience to users, a punch card system has been established for Recreation Center programs and activities. The purchase of a punch card may result in a savings off the regular rate.

Punch Passes	Resident	Visitor
Youth (3 to 17) 10 Punch	\$28.00	\$40.00
Adult 10 Punch	\$80.00 70.00	\$100.00 90.00
Senior & Military 10 Punch	\$60.00	\$70.00
Child Care 10 Punch (10 hrs.)	\$35.00	

Tennis & Pickleball Court Charges

Hourly Court Fees

	<u>Indoor</u>	<u>Outdoor</u>
Resident rate	\$28.00 26.00	\$12.00 10.00
Visitor rate	\$40.00 36.00	\$16.00 12.00

Pickleball ~~Outdoor Court Time~~ Passes

1 month	\$65.00 60.00
3 month	\$180 164.00
6 month	\$288.00

~~Lesson / Clinic:~~

Private Lesson 1 Hour	\$64.00
Add'l Player	\$ 4.00
½ hour Private	\$40.00
Add'l player	\$ 4.00
Clinic	\$12.00 per player (min. of 4 players)

Other Tennis & Pickleball Fees

Private Lesson 1 hour	\$78 74.00
Private Lesson 1/2 hour	\$42 40.00
Semi Private Lesson 1 hour (Per person)	\$41 39.00
Group of 3 (Per person)	\$30 28.00
Group of 4 (Per person)	\$25 22.00
Clinic drop-in fee 1 hr	\$17.00
Clinic drop-in fee 1.5 hours	\$26.00
Clinic drop-in fee 2 hours	\$34.00
Ball Machine per hour	\$12.00
Tennis Courts Non Athletic (Daily)	\$3,000.00

Daily Drop In	Resident	Visitor
Toddlers 2 & Under	Free	Free
Youth (3 to 17)	\$3.00	\$5.00

Adult	\$87.00	\$1210.00
Senior 70+ & Military	\$6.00	\$7.00
Fitness Classes	\$109.00	\$1512.00
Senior/Military Fitness Classes	\$8.00	\$9.00

Facility Passes: There are two types of facility passes one which includes all amenities except tennis & pickleball and the other which includes all amenities except group fitness, pickleball and tennis. Program fees are additional and are not included in pass fees.

Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$4340.00	\$2220.00	\$6560.00
3 Month	\$120110.00	\$6050.00	\$180160.00
6 Month	\$222192.00	\$10880.00	\$330272.00
12 Month	\$408345.00	\$192144.00	\$600489.00

Senior 70+ & Military Individual Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$3836.00	\$2220.00	\$6056.00
3 Month	\$10799.00	\$6050.00	\$167149.00
6 Month	\$196173.00	\$10880.00	\$304253.00
12 Month	\$358310.00	\$192144.00	\$550454.00

Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$7772.00	\$3835.00	\$115107.00
3 Month	\$231216.00	\$10890.00	\$339306.00
6 Month	\$372328.00	\$182144.00	\$554472.00
12 Month	\$681590.00	\$325260.00	\$1,006850.00

Senior 70+ & Military Couple Rate

Term	Facility Rate	Class Add On	Total
1 Month	\$7065.00	\$3835.00	\$108100.00
3 Month	\$210194.00	\$10890.00	\$318284.00
6 Month	\$335295.00	\$182144.00	\$517439.00
12 Month	\$613531.00	\$325260.00	\$938791.00

PC MARC Tennis Passes

Term	Single	Couple	Additional Family Member
1 Month	\$200.00	\$320.00	\$30.00
3 Month	\$475.00	\$760.00	\$60.00
6 Month	\$775.00	\$1,345.00	\$110.00
12 Month	\$1,210.00	\$2,150.00	\$225.00

Gymnasium	Hourly Resident	Hourly Visitor	Daily
Full Gym	\$65.00	\$125.00	
Half Gym	\$35.00	\$75.00	

Non Athletic

\$1,400.00

Fitness Studios

\$65.00 (for profit)
\$35.00 (non-profit)

\$125.00 (for profit)
\$75.00 (non-profit)

Other Fees

Visitor 10 Punch Card	\$ 10090 .00
1 Month Visitor Pass	\$ 10090 .00
Child Care Per Hr.	\$ 4.00
Personal Training 1 Hour	\$ 50.00
Personal Training Punch Card (12 visits)	\$500.00
Couple Personal Training Punch Card (12 visits)	\$699.00
Birthday Party	\$150.00
Party Room per hour	\$ 50.00

8.5 GOLF FEES. The Park City Municipal Golf Course is an 18 hole course and 6,743 yards in length. The fees listed below are established fees, however they may be altered for certain types of tournament play. To receive a resident discount, the recreation card (which must have a City resident designation) must be presented to the golf starter. Season passes are available only to those who possess a locals card. Playing conditions on the course may vary due to weather constraints, particularly early and late in the season. The Golf Manager may, at his discretion, discount the established fees in order to encourage use of the course when playing conditions are less than optimum.

Regular Season- Memorial Day through September
Off-Season- Pre-Memorial Day, October and November

Resident Season Pass	\$1050.00
Junior Pass	\$425.00
Jr./Sr. Punch Pass	\$300.00
Corporate Pass	\$3,000.00

Resident 18 Hole	\$3634 .00
Resident 18 Hole with Cart	\$5149 .00
Utah Resident 18 Hold	\$4645 .00
Utah Resident 18 Hole with Cart	\$6160 .00
Non-Resident 18 Hole	\$5247 .00
Non-Resident 18 Hole with Cart	\$6762 .00

Resident 9 Hole	\$187 .00
Resident 9 Hole with Cart	\$254 .50
Utah Resident 9 Hole	\$22.50 23.00
Utah Resident 9 Hole with Cart	\$30.00 30.50
Non-Resident 9 Hole	\$23.50 26.00
Non-Resident 9 Hole with Cart	\$31.00 33.50

Resident Off-Season 18 Hole	\$26.00
Non-Resident Off-Season 18 Hole	\$30.00

Small Range Bucket	\$4.00
Large Range Bucket	\$8.00

8.6. LIBRARY FEES. The Park City Library Board routinely reviews non-resident fee options and recommends changes. Library services, which are funded by the General Fund, are provided without charge to property owners, residents, and renters within the City's boundaries. Non-resident card fees are charged to those who request borrowing privileges but live outside the City's taxing area. On September 8, 2002, the Library Board voted to change the fee charged to some non-resident library users. The Library also charges fines for materials that are overdue.

Non-Resident Card Fees

Household Family membership	\$40.00 per year
Non-City Limits Visitor (6 months) Temporary membership (90 days)	\$20.00 plus
Students residing in Summit County (ages 5-18)	Free
Wasatch County Student Cards	\$15.00 per year
Organization card - non-profit	\$45.00 per year
Organization card - for-profit	\$55.00 per year
Interlibrary Loans	\$1.00 charge per item

Late Fees

<u>Items</u>	<u>Fines</u>
Books, Audio Books, Maps, and Music CDs	\$0.10/day (\$5.00 Max)
Video and ,DVDs, magazines	\$0.10/day (\$5.00 Max)
Rapid Readers	\$1.00/day (\$10.00 Max)
YouCreate Lab Audiovisual Equipment	\$10.00/day
Lost or Damaged Items	Replacement cost plus a \$5.00 processing fee
Lost Library Cards	\$2.00

Outstanding fines may be waived at the discretion of the Library Director in exchange for food, as specified in the adopted "Food for Fines" Policy (Approved 4/9/2014 Park City Library Board)

8.7. CEMETERY FEES. Anyone owning property, currently residing, or having resided in Park City for a period of more than ten years consecutively, is eligible to purchase cemetery property or may be buried in the Park City Cemetery. All cemetery plots will be sold on a first-come, first-served basis. The same criteria above are used for the rights to purchase a plaque space on the Memorial Walls in the Cemetery.

	<u>Resident Fees</u>	<u>Eligible Non-Resident Fees</u>
Single adult grave	\$300.00	\$600.00
Single infant grave	\$150.00	\$300.00
Opening and closing adult grave	\$600.00	\$600.00
Opening and closing infant grave	\$360.00	\$360.00
Removal of adult from one grave to another within cemetery	\$960.00	\$960.00
Removal of infant from one grave to another within cemetery	\$720.00	\$720.00
Removal of adult for interment outside cemetery	\$480.00	\$480.00

Removal of infant for interment outside cemetery	\$360.00	\$360.00
Schil for flower beds/grave	N/A	N/A
Additional charge for after hour burials including Saturdays, holidays, weekends	\$200.00	\$300.00
Interment of cremated remains	\$70.00	\$140.00
Monument grave marker maintenance	\$100.00	\$100.00
Memorial Wall plaque space	\$250.00	\$500.00

8.7.1. Cemetery Fee Waivers. Any or all of the fees associated with the operation of the Park City Cemetery may be waived by the Cemetery Sexton, however such consideration is focused on persons who provided exceptional community service or residents with proven financial hardship. Grave sites, located in the "veterans section" for Park City veterans, firemen and police officers will be provided free of charge, as well as fees for cemetery services. Family members wishing to be buried in this section of the cemetery will be charged for lots and services.

8.8. PARK PAVILLION RENTAL FEES. It is not mandatory that a fee be paid for the use of a park pavilion. However, those persons having reserved a pavilion and paid the reservation fee shall have the exclusive use to use that pavilion over others. Reservation fees for park pavilion use are as follows:

<u>Rotary and South-End of City Park Pavilions</u>	<u>Half Day</u>	<u>Full Day</u>
Residents within Park City School District	\$ 6050 .00	\$ 85.00
Non-residents/commercial +\$100 refundable cleaning deposit	\$125.00+	\$200.00+

8.9. MINERS HOSPITAL COMMUNITY CENTER FEES. This facility is located at 1354 Park Avenue. Reservation fees for use of the Miners Hospital Community Center are as follows:

- Group 1: Activities which are free and open to the public, or educational/informational.
Group 2: Activities which are open for public participation but charge a fee for participation such as fundraisers, conferences or other promotional events.
Group 3: Activities which are closed to the public such as private receptions, conferences or parties.
Group 4: Activities which are held between the hours of 6:00 p.m. and 8:00 a.m.

Location	Group 1	Group 2	Group 3	Group 4
Miners Hospital 1 st Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour
Miners Hospital 2 nd Floor	Free	\$18/Hour	\$23/Hour	\$30/Hour

Miners Hospital 3 rd Floor	Free	\$15/Hour	\$20/Hour	\$25/Hour
Miners Hospital Basement	Free	\$15/Hour	\$20/Hour	\$25/Hour

Cancellation Policies for entire building reservations:

For two hour reservations, a \$25.00 handling fee will be charged for cancellations received less than one week prior to rental.

For half-day reservations, a \$50.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

For whole day reservations, a \$75.00 handling fee will be charged for cancellations received less than two weeks prior to rental.

Notes:

****a** \$50.00 damage/cleaning deposit is required on all whole day rentals, refundable if the facility is left in satisfactory condition; full payment of all fees is due two weeks prior to the facility rental.

*****a** \$300.00 damage/cleaning deposit is required on all special events rentals, \$275 is refundable if the facility is left in satisfactory condition; full payment of all fees for special events is due 30 days prior to the date of the event.

8.10. PARK CITY LIBRARY ROOM RENTAL RATES

Park City Library Rooms are located at 1255 Park Avenue. The rates for the spaces are as follows.

Group 1: Activities which are free and open to the public during library hours. Groups such as book clubs, support groups, government institutions, Library/City partners, HOAs, and other affiliated community organizations, as approved by the Library Director.

Group 2: Activities during ~~Library~~ hours which are open for public participation but charge a fee for entry or activities which are closed to the public.

Groups ~~3-4~~: Activities which are outside of Library operating hours or promote or solicit business. This includes businesses that offer initial free services/consultations /presentations, and then later charge a fee or contact attendees

Non-Profits: Receive one free contiguous rental of up to four hours per month, which may be split between multiple rooms within the Library's operational hours.

Location	Room	Occ.	Group 1	Group 2	Group 3-4	Non-Cleaning Fine
Library 1 st Floor	Entry Hall	43	Unavailable	Unavailable	\$300/Hour (Unavailable during	\$20/hour, \$40

					library hours)	minimum
Library 1 st Floor	Entry Hall Patio	90	Unavailable	Unavailable	\$400/Hour (Unavailable during library hours)	\$20/hour, \$40 minimum
Library 1 st Floor	Public Meeting Room 101	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	Study Rooms 1 - 8	3 - 6	Free	Unavailable	Free (Unavailable outside library hours)	\$20/hour, \$40 minimum
Library 2 nd Floor	Meeting Room 201	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	North Conference Room	12	Free	\$20/Hour	\$40/Hour	\$20/hour, \$40 minimum
Library 2 nd Floor	South Conference Room	12	Free	\$20/Hour	Unavailable \$40 (unavailable outside Library hours)	\$20/hour, \$40 minimum
Library 3 rd Floor	Public Meeting Room 301	34	Free	\$25/Hour	\$50/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Jim Santy Auditorium	516	Free	\$95/Hour	\$200/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Community Room	85	Free	\$75/Hour	\$150/Hour	\$20/hour, \$40 minimum
Library 3 rd Floor	Kitchen	10	Free	\$30	\$40	\$20/hour, \$40 minimum

Santy Technology Fees:

Projection Fees: Users have two options for projection.

1 - Users may use the in-house technology at no additional cost. Users are responsible for scheduling a training to learn to use the equipment and facilitate use during their rental. Training must be scheduled at least one week prior to the rental date(s).

2 - Users may rent the Projection Booth and have a trained projectionist manage technology needs. The Projection Booth rents for \$500 per event rental (\$250 for Non-Profits), with a hired projectionist approved by the Park City Library. Projectionists have their own fee scale; Users pay projectionists directly. A list of approved projectionists is available upon request.

Lighting Fees: Stage lighting may be rented when approved by the Library Director or his/her designee. Any change in the direction of lighting must be made by a pre-approved vendor at the expense of the User. The User shall pay the vendor directly. Lighting must be returned to the original direction before vacating the rental. The Projection Booth and a projectionist must be reserved to utilize lighting.

1. ~~In-house Projection & PA System rental per event: Free with training prior to rental.~~
2. ~~Projection booth rental per event: \$500 (\$250 for Non-Profits), pre-approved independent projectionist is required and is paid directly. For a list of pre-approved projectionists, please contact the library.~~

Notes:

1. Advance reservations and standard lease agreement required, tenants included.
2. It is the responsibility of the User to review the *Park City Library Room Use and Rental Policy*.
3. Special parking arrangements may be required for events for more than 250 participants and guests.
4. All rates are subject to change without notice.
5. All deposits and fees are to be paid in advance.
6. Rental rates for auditorium equipment are calculated separately.
7. The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Library Director may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

SECTION 9. ICE ARENA AND FIELDS RENTAL FEE SCHEDULE.

9.1. Establishing User Fees. Fees shall be set at a level which ensures program quality and meets the objectives of the City Council. Area rates apply to residents of Park City, Summit County and Wasatch County. Outside rates apply to requests outside Summit and Wasatch Counties.

Field Fees

Additional Restroom Cleaning \$30.00 per clean

<u>Ice Arena Admission Fees</u>	<u>Local Area Rates</u>	<u>Outside Area Rates</u>
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Youth = 6-17 year olds; Adult = 18 and over

Youth Resident Rate Honored for all Seniors (65+) and Military

Public Skate – 5 years & under	Free	Free
Public skate – youth	\$6.00	\$10.00
Public skate – adult	\$6.50	\$10.50
Cheap Skate (includes skate rental)	\$6.00	\$9.50
Group Rates (20+) includes admission s & skate s rental	\$7.00	\$11.00
School Rate – includes skate rental	\$6.00	N/A \$10.00
Skate rental	\$3.50	\$3.50
Drop-in hockey - youth	\$8.00	\$12.00
Drop-in hockey - adult	\$10.50	\$14.00
Coached Drop-in Hockey – adult	\$12.50	\$16.00

Coached Drop-in Hockey – youth	\$10.00	\$13.00
Coffee Club Drop-in Hockey	\$5.00	\$5.00
Drop-in Hockey – Goalie	\$5.00*	\$5.00*
*Goalies may play for free if they do not wish to pre-pay and if space is available during Stick & Puck if they are available for others to shoot on and not in a lesson. Goalies can play Drop-in program for free if there is space available. The respective Drop-in hockey fee applies if the goalie is in a lesson or would like to reserve their spot.		
Drop-in Speed Skating – youth	\$8.00	\$12.00
Drop-in Speed Skating – adult	\$10.50	\$14.00
Freestyle-Youth	\$8.00	\$12.00
Freestyle-Adult	\$10.50	\$14.00
Drop-in Curling	\$12.50	\$16.00
Drop-in Broomball	\$10.50	\$14.00
Broomball Rental (individual)	\$3.50	\$3.50
Drop-in Skating Class	\$15.00	\$18.00
Off-ice Strength & Conditioning	\$11.50	\$14.00
Off- Ice Ballet	\$11.50	\$14.00
Skate Treadmill (does not include coach fee)	\$11.50	\$14.00
Visiting Coach Fee	\$16.00	\$16.00

10 Session Punch Cards

Punch cards are available for Public Skate, Drop-in Hockey and Freestyle sessions at a discount equal to \$.50 per session. Cards are available for – \$0.50 off each session or \$5.00 off in total. Punch card fee is based on resident and non-resident status. No discount on Skate Sharpening or Coffee Club punch cards. Punch card fees are adjusted to reflect the admission of residents and non-residents. Punch cards are also available for skate sharpening and Coffee Club drop-in hockey program with no discount simply for convenience. Punch cards should be paid in full at the time of purchase. If the balance on a punch card is not paid in full within 7 calendar days (one week) a 10% late fee will be applied.

Admission Passes (10 admissions)

Public Skate – youth	\$55.00	\$95.00
Public Skate – adult	\$60.00	\$100.00
Drop-in Hockey – youth	\$75.00	\$115.00
Drop-in Hockey – adult	\$100.00	\$135.00
Drop-in Hockey – goalie	\$50.00	\$50.00
Coached Drop-in Hockey – youth	\$95.00	\$125.00
Coached Drop-in Hockey – adult	\$120.00	\$155.00
Coffee Club Drop-in Hockey	\$50.00	\$50.00
Freestyle – youth	\$75.00	\$115.00
Freestyle – adult	\$100.00	\$135.00
Drop-in Speed Skating – youth	\$75.00	\$115.00
Drop-in Speed Skating – adult	\$100.00	\$135.00
Off-ice conditioning – 10 punch	\$110.00	\$110.00
Drop-in Curling	\$120.00	\$155.00
Skate Rental	\$30.00	\$30.00

Skate Sharpening (Hockey- Overnight)	\$55.00	\$55.00
Skate Sharpening (Figure Skating- Overnight)	\$75.00	\$75.00
Skate Sharpening (Goalie- Overnight)	\$65.00	\$65.00

Internet Admissions Fees (discounted \$1.00 for registering on-line). Not all programs are available for pre-purchase online. Purchases need to be completed by 9:00 p.m. the day prior to the scheduled program. Sessions become available for purchase around the 15th of the month for the following month. Goalie fees are not discounted for pre-purchase online.

Drop-in Hockey - adult	\$9.50
Freestyle - youth	\$7.00
Off-Ice	\$10.50
Additional discount not provided on goalie punch card for sales online.	

Annual Passes

Platinum (Freestyle, Off- Ice, Public Skate, Skate Sharpening)	\$4,500
Silver (Freestyle)	\$3,400
Bronze (Public Skate):	
Family (Up to 4 family members)	\$550
Additional Family Member	\$50
Adult	\$260
Youth (6-17 year olds/Senior +55 years)	\$190

Hourly Ice

User Groups**/Employees	\$200.00
Locals / Businesses Local Non-Profits	\$215.00
For-profit	\$290.00

**User Groups are defined as local, organized programs who rent weekly ice from the arena (minimum 25 hours per season).

Room Rental

Multi-purpose Rooms \$40/hr. (per room)
User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.

Daily Facility Rental

The daily facility rental fee includes the use of the party rooms with the applicable hourly ice rate when eight or more hours of ice are rented in one day.

~~*User Groups are defined as local, organized programs who rent weekly ice from the arena (minimum 25 hours per season).~~

Figure Skating Season Passes

Platinum (FS, S&C, PS, Sharpens)	\$4,500.00
Gold (FS, Ballet, S&C)	\$4,450.00
Silver (FS)	\$3,400.00
Bronze (Public Skate)	
Family (4)*	\$550.00
Additional Family Member	\$50.00 per person

Adult	\$260.00
Youth (6-17 year olds/Senior +55 years)	\$190.00

Birthday Parties

Basic Package	\$165.00 \$175
Super Star Birthday Package	\$265.00 \$300

Equipment (per hour)

Broomball	\$35.00 \$50
Curling	\$25.00 /hour/lane
Hockey (non-program rental)	\$10.00 /week
Dividers	\$25.00

Cleaning Fee

Rentals 1-50 people	\$25.00 /hour
Rentals 51-100 people	\$50.00 /hour
Rentals 101+ people	\$100.00 /hour

Skate Services

Punch cards available for overnight services only. Pre-payment is required for all skate sharpening, the punch card is product of convenience.

Hockey Skate Sharpening	
24 Hours	\$5.50
Same Day (up to 24 hours)	\$8.50
Punch Card (10 punch)	\$55.00
Goalie Skate Sharpening	
24 Hours	\$6.50
Same Day (up to 24 hours)	\$9.50
Punch Card (10 punch)	\$65.00
Figure Skate Sharpening	
24 Hours	\$7.50
Same Day (up to 24 hours)	\$10.50
Punch Card (10 punch)	\$75.00
Competitive Figure Skate Sharpening	
24 Hours	\$10.50
Same Day (up to 24 hours)	\$13.50
Punch Card (10 Punch)	\$110.00
Custom Radius	\$20.00
Figure Skate Sealing	\$30.00
Rivets Replacements	\$2.00 (ea.)
Blade Holder Replacements	Varies with skate and blade type
Figure Skate Blade Mounting (per pair)	\$25.00
Heat/Oven	\$10.00
Skate Fitting (without purchase)	\$20.00

Room Rental

Multi-purpose Rooms	\$40.00/hr. (per room)
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~~User Groups can use the Party Room for 24 hours at no cost, but rooms must be booked in advance.~~

Locker Rental (Annual Fee)

Regular Locker
Large Locker

First Floor

\$180.~~00~~
\$210.~~00~~

Second Floor

\$130.~~00~~
\$160.~~00~~

Gate Fees

The Park city Ice Arena will take 25% of any gate fees collected for an event.

Vendor Fees

The Park City Ice Arena will charge a flat fee of \$50.00/day for any food, beverage or merchandise sold. Vendors are not permitted to sell products that are sold by the Park City Ice Arena.

Advertising Fees and Sponsorship Fees

Dasher Board Ads	\$800. 00 -\$1,600. 00 (depending on location)
In Ice Ads \$25/sq. foot	\$2,000. 00
Speed Skating Pad Pockets	\$150. 00
Wall Banners	\$2,500. 00
Glass Decals	\$400. 00
Program Sponsorship	Varies by program
Information Screen	\$150/month. 00 (per month)
Scoreboard Screen	\$150/month. 00 (per month) / \$1,500/year. 00

(~~per year~~)

Note: All user groups will receive a free dasher board ad on the east side to promote their activity. They can sell the ad, acknowledge their sponsors or promote their program.

9.2. Recreation Program Fees: The Park City Ice Arena offers a variety of organized programs and activities. Due to the fluctuations in the number of participants and frequent changes in circumstances, program fees are established on a program-by-program basis by dividing the number of projected participants by the estimated program costs.

~~9.3. Fees for Non-Recreational Activities at the Ice Arena Facility: The fees charged for non-recreational or special event use will be competitive with the marketplace providing the fees cover a minimum of: a) the costs involved in the production of the event; and, b) recovery of lost revenue.~~

~~The Park City Ice Arena is principally for recreation. Non-recreation activities usually will be charged up to fifty percent (50%) more than the minimum. No fee waivers for non-recreational or special event use will be permitted. However, the City Council may authorize the City to pay all or a portion of the fee in accordance with the master festival ordinance provisions.~~

9.54. Fee Increases: Recommendations for fee increases may be made on an annual basis. The City will pursue frequent small increases as opposed to infrequent large ones. Staff will be required to provide an annual review and analysis of the financial posture of the Ice Arena Fund along with justification for any recommended increase. When establishing fees, the City will consider rates charged by other public and private providers as well as the ability of the users to pay.

The City Manager will have the authority to annually increase fees up to \$.50 or 10%, whichever is greater. Any requested increase over that amount will require Council action. Fee increases

will take place only if they are necessary to achieve the City Council's objective and maintain program quality, and only with the authorization of the City Manager or the City Council.

9.45. Discounting Fees: The Ice Arena Manager may discount fees when:

1. Offering special promotions designed to increase use.
2. Trying to fill non-prime time.
3. Introducing new programs or activities.
4. Playing conditions are below standard due to weather or facility disrepair.

9.56. Fee Waivers: The City intends that no resident under 18 years old or over age 65 be denied the use of any program, activity or facility for reasons of financial hardship. The Ice Arena Manager may, at her discretion, waive all or a portion of a fee, or may arrange offsetting volunteer work for anyone demonstrating an inability to pay for services.

The Ice Arena is pleased to offer the Fee Reduction program as a means for individuals to apply for reduced costs associated with our youth programs. Not all programs are eligible for fee reduction. Applicants must be residents of Summit or Wasatch Counties and submit an application. Program fees may be reduced up to 75% for a qualifying child. Each child may receive up to \$350 in reduced fees per fiscal year. Families qualifying for Fee Reduction may receive Public Skate admission and Skate Rental for a combined \$3.00 per person.

9.76 Establishing Fields User Fees: Fees shall be set at a level which ensures field quality and meets the objectives of the City Council. Resident rates apply to residents of Park City School District. Visitor rates apply to requests outside of the Park City School District Boundaries. In order to receive the resident rate a minimum of 75% of the participants must be residents of the Park City School District.

					FULL COMPLEX RATES	
	FULL DAY VISITOR	FULL DAY RESIDENT	HR/FIELD VISITOR	HR/FIELD RESIDENT	VISITOR TOTAL	RESIDENT TOTAL
PCSC Stadium SB	\$500	\$200	\$100	\$50		
PCSC Stadium SOC	\$500	\$200	\$100	\$50		
PCSC multipurpose	\$375	\$200 100	\$100 75	\$50 40	\$1,600	\$1,000
PCSC Sportexe	\$1,000	\$500	\$200	\$100		
PCHS BB	\$375	\$100	\$75	\$50 40		
PCHS SB	\$375	\$100	\$75	\$50 40		
PCHS LL	\$375	\$100	\$75	\$50 40	\$800	\$575
North 40 North	\$375	\$250 200	\$100 75	\$50 40		
North 40 South	\$375	\$250 200	\$100 75	\$50 40	\$500	\$350
City Park	\$375	\$250	\$100 75	\$50 40	\$375	\$250
PCHS Dozier	\$1,000	\$500	\$200	\$100	\$1,000	\$500
TMIS	\$375	\$100	\$75	\$50 40	\$675	\$450

Stakeholder Fee						\$200 per team per season youth
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Non-exclusive Commercial Use of Outdoor Recreation Facilities

	Per Day	Season
Resident	\$50	\$300
Non-Resident	\$75	\$500

Volleyball Court Fees (per court)	\$30.00/hr. Res.	\$5045.00/hr. NonRes
	\$120.00/day Res	\$200180.00/day NonRes
(2 courts)	\$200.00/day Res	\$300288.00/day NonRes
Stakeholder Fee	\$300.00/team/season - adult	
Additional Restroom Cleaning	\$30.00 per clean	
Additional Field Prep (Softball/Baseball)	\$9575.00 per field	
Special Field Prep (Low grass Cut)	\$1,000.00 per field	
Field Set Up (Lacrosse, Soccer, Football)	\$200.00 per field	
Lights - PCSC & City Park	\$20.00 per hr.	

SECTION 10. MISCELLANEOUS FEES. The following fees are set to insure cost recovery and use fees for additional City services associated with but not limited to Special Event Permits and approved filming activity.

10.1	<u>Fee for in lieu of providing public parking</u>	\$40,000.00 per stall
10.2	<u>Returned Check Charge:</u>	\$25.00
10.3	<u>News Rack Application and Permit</u>	\$50.00 per application \$75.00 per three-year permit
10.4	<u>Bleachers</u>	
	Bleacher Rental (per bleacher, per day)	\$53.00
	Bleacher Delivery and Pick Up (per event, all bleachers)	\$93.25
10.5	<u>Banner Installation</u>	
	Street Banner Installation-entire Main	\$648.70
	Street Banner Installation-every other Main	\$486.55
	Street Banner Installation-every 3rd	\$324.35
	Street banner Installation- Roundabout	\$346.65
	Street Banner Installation- Kearns	\$1,431.00
	(Includes state permit, barricades and signage, required during install and takedown)	
10.6	<u>Parks Clean Up, Labor and Equipment</u>	
	Pressure Washing (per hour, incl. operator)	\$47.70
	Pavilion Cleaning	\$157.95
	Trash Removal	\$33.90
	(public property only - not provided for private property)	
	Extra Trash Cans	\$6.75
	Trash Bags	\$2.10
10.7	<u>Public Safety</u>	
	Police Officer (per employee, per hour - four hour minimum)	\$75.00

Holiday (per employee, per hour - four hour minimum)	\$165.00
Mobile Command Trailer (Placement, Day One, Removal)	\$250.00
Mobile Command Trailer (each additional day)	\$100.00

10.9 Parking Reservation Fees (Parking Department)

Application Fee	\$22.25
Main Street, Heber Avenue, Park Avenue (Heber to 9th St)	\$20.00
Swede Alley Parking Space (per space, per day)	\$13.25

10.10 Barricades (cost per barricade)

Crowd Control Barricades	\$5.90
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Street Barricades	\$1.40
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10.11 Dumpsters

8 Yard (delivery + haul off fee)	\$210.00
30 yard (delivery + haul off fee)	\$210.00
Landfill fee for 30 yard dumpster (per ton)	\$23.00

10.12 Streets Equipment and Materials

Equipment

(2 hour min. - billable rate is portal to portal,
cost includes operator, fuel, maintenance)

Large Loader (per hour, 1 staff)	\$103.20
Small Loader (per hour, 1 staff)	\$71.95
Street Mechanical Sweeper (per hour, 1 staff)	\$150.60
Unimog with Snow Blower (per hour, 1 staff)	\$180.20
Unimog Snowplow (per hour, 1 staff)	\$88.35
Loader with Blower (per hour, 1 staff)	\$218.65
1 Ton Truck with dump (per hour, 1 staff)	\$54.15
2 Ton Truck with dump (per hour, 1 staff)	\$86.55
Bucket Truck (per hour, 2 staff)	\$117.65
Skid Steer (Cat 262 - per hour, 1 staff)	\$55.90
Add Grinder	\$7.60
Add Snow Blower	\$6.35
Backhoe (per hour, 2 staff)	\$98.75
Air Compressor (per hour, 1 staff)	\$42.00
Graffiti Truck (per hour, 1 staff)	\$75.05
Portable Electronic Sign/ message board (per day)	\$151.20

10.13 Materials

Salt (per ton)	\$39.95
Road base (per ton)	\$13.50
Sand (per ton)	\$13.50
Cold Patch (per ton)	\$90.70
Hot Mix (per ton)	\$66.95

10.14 Personnel (total compensation per employee, per hour, during regular business hours)

Parks Dept.	\$23.30
(PCMC employee - Seasonal Parks III –non-benefited)	

Streets Department (Streets III employee)	\$30.25
Special Events Department (staff)	\$42.25
Cleaning Labor – restrooms, buildings and other (contract labor)	\$28.00

10.15 Special Event Application Fee (Processing and Analysis)

Level Three Event	\$160.00
Level Two Event	\$ 80.00
Level One Event	\$ 40.00
First Amendment Event	\$ 40.00
Film Permit Application Fee	\$ 80.00

As according to section 4-8-9, Fee Reduction requests for Special Events will be reviewed twice a year. All event fee reduction requests must be submitted to the Special Events Department prior to the application deadlines:

- (1) October 1st – Events occurring between January 1st and June 30th.
- (2) April 1st – Events occurring between July 1st and December 31st.

Fee reduction applications received outside of the normal application process may be considered for reductions but must demonstrate an immediate need for reduction and provide justification as to why the application was not filled within the specified deadline.

10.16 Public Parking Lot Use Rates for approved Events:

All lot fees are for approved permitted Special Events only. Regular parking rates apply at all other times.

Brew Pub Lot – Upper Lot	\$240.00 per day
Brew Pub Lot – Lower Lot	\$105.00 per day
North Marsac Lot	\$ 50.00 per day
Swede Alley Surface Lot	\$ 50.00 per day
Swede Alley Wall Lot	\$ 50.00 per day
Flag Pole Lot	\$ 50.00 per day
Sandridge lot – Upper/Lower	\$ 50.00 per day/ per lot
Quinn's Sports Parking Lots 1, 2, 3	\$ 50.00 per day/ per lot
Mawhinney Parking Lot	\$ 50.00 per day
Library Parking Lot – Partial Use Only	\$ 50.00 per day

10.17 Trail Use Fees

Trail Use Fee and Deposit Schedule

ACTIVITY	NUMBERS	LOCAL NON- PROFIT	OUT OF AREA NON- PROFIT	LOCAL PROFIT	OUT OF AREA PROFIT
Mountain Biking	30-350	1% x \$150 x number of participants	2% x \$150 x number of participants	1.5% x \$150 x number of participants	3% x \$150 x number of participants

Cross Country Skiing*	30-350	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Triathlon*	30-350	1.5% x \$150 x number of participants	2.5% x \$150 x number of participants	2% x \$150 x number of participants	3.5% x \$150 x number of participants
Running/Walking/Snowshoe*	30-500	.5% x \$150 x number of participants	1% x \$150 x number of participants	1% x \$150 x number of participants	1.5% x \$150 x number of participants
Other (Events that may propose significant impacts to the system)	TBD	TBD	TBD	TBD	TBD

If Council approves additional participation above a capped quota of participants, add \$2.00/participant in addition to fees provided below.

*All winter events that propose to use the winter trails system may be subject to a grooming fees of \$30.00/hr. This fee may include pre-event preparation of the trails and post event maintenance of the trails.



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

Mayor Jack Thomas will provide a verbal update regarding the City's efforts to purchase the Bonanza Flat property and a ceremony planned for Friday, June 16, 2017, in the Bob Wells Plaza at 3pm, directly below City Hall.

Respectfully:

Matt Dias, Asst City Manager



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

The deadline for PCMC's acquisition of Bonanza Flat is June 15, 2017. Summit County is one of many supporters of PCMC's purchase of Bonanza Flat. Under the terms of the attached Grant Agreement, Summit County would contribute \$2,000,000 over three years to PCMC's purchase of Bonanza Flat. The Summit County Council has approved this Grant Agreement.

Respectfully:

Matt Dias, Asst City Manager



City Council Staff Report

Subject: Grant Agreement between PCMC and Summit County
Author: Heinrich Deters and Matthew Dias
Department: Executive
Date: June 15, 2017
Type of Item: Administrative

Summary Recommendation

City Council should hold a public hearing and consider authorizing the Mayor to execute the Grant Agreement attached to this report as Attachment A, which will memorialize a \$2,000,000 grant from Summit County to be applied toward the purchase of Bonanza Flat.

Executive Summary

The deadline for PCMC's acquisition of Bonanza Flat is June 15, 2017. Summit County is one of many supporters of PCMC's purchase of Bonanza Flat. Under the terms of the attached Grant Agreement, Summit County would contribute \$2,000,000 over three years to PCMC's purchase of Bonanza Flat. The Summit County Council has approved this Grant Agreement.

Acronyms

PCMC Park City Municipal Corporation

The Opportunity

Receiving a \$2,000,000 grant from Summit County to be applied toward the purchase of Bonanza Flat.

Background and Analysis

On January 12, 2017, PCMC entered into the Agreement for Purchase and Sale of Real Property [Bonanza Flats (sic)]. Upon execution, PCMC and a coalition of conservation groups, led by Utah Open Lands, waged a campaign to close the gap between the purchase price of \$38,000,000 and the proceeds of the \$25,000,000 Bonanza Flat open space bond approved by Park City voters. The attached Grant Agreement with Summit County for \$2,000,000 helps close that gap.

Material Terms of the Exchange Agreement

Summit County shall grant PCMC (\$2,000,000.00) from its transient room sales taxes funds as follows:

(i)	The date of closing:	\$500,000
(ii)	On or before June 1, 2018:	\$500,000
(iii)	On or before June 1, 2019:	\$500,000
(iv)	On or before June 1, 2020:	\$500,000

The grant is conditioned on Park City acquiring Bonanza Flat using it for Bonanza Flat for active and passive recreational open space purposes. Summit County's payment in years 2019 and 2020 are conditioned on the placement of a conservation easement on Bonanza Flat acceptable in both form and substance to Summit County.

Summit County is also requiring that it will have a representative on any governing board or advisory committee if one is created for the purposes of creating and/or implementing a management plan for Bonanza Flat, and that if such a board or committee is not formed, Park City shall consult with Summit County in the course of programming all or portions of Bonanza Flat as active recreational open space.

Finally, Summit County is conditioning its payments in 2017 and thereafter on PCMC conveying to Summit County a property interest in Bonanza Flat similar to any interest conveyed to any other entity (other than Salt Lake Public Utilities). The amount of property in such a conveyance would be subject to the conservation easement and in proportion to the amount of Summit County's grant relative to the total funds contributed to the purchase of Bonanza Flat.

Alternatives for City Council to Consider

1. Recommended Alternative: Authorize the Mayor to execute the Grant Agreement

Pros

- a. Under the terms of the grant, the gap between the Bonanza Flat open space bond and the purchase price would be reduced by \$2,000,000.

Cons

- a. Though certainly not a negative impact of entering into the Grant Agreement, Council should carefully review the *conditions* related to the contribution.

2. Null Alternative: If PCMC and Summit County do not enter into the Grant Agreement, PCMC would not receive \$2,000,000 toward its acquisition of Bonanza Flat.

Department Review

This report has been reviewed by the Executive Department, Budget and Finance Department, and the Community Development Department.

Funding Source

No funds are required for the execution of the Grant Agreement.

Attachments

Attachment A: The Agreement

GRANT AGREEMENT

THIS GRANT AGREEMENT (the “**Agreement**”) made and entered into this 31st day of May, 2017 (the “**Effective Date**”) by and between Summit County, a body corporate and politic of the State of Utah (“**County**”), whose address is 60 N. Main Street, P.O. Box 128, Coalville, Utah 84017, and Park City Municipal Corporation, a municipal corporation of the State of Utah (“**Park City**”), whose address is 445 Marsac Avenue, Park City, Utah 84060. The County and Park City each is a “**Party**” and collectively they are referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, in accordance with UCA §17-31-2, a county may use transient room sales tax provided for in UCA §59-12-301 to establish and promote public recreation, including the acquisition of real property for recreational facilities and trails (the “**TRT Fund**”); and,

WHEREAS, Park City intends to purchase 1,350 acres of land abutting Park City for the purpose of preserving the lands as recreational open space for the benefit of the public (“**Bonanza Flats**”); and,

WHEREAS, it is anticipated that Park City will own fee simple interest in Bonanza Flats with “**Utah Open Lands**” holding a perpetual “**Conservation Easement**” (defined below) over such land; and,

WHEREAS, the County Council finds that it is in the best interests of the County to participate in Bonanza Flats through a monetary grant to Park City; and,

WHEREAS, the County and Park City have agreed to the following terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, it is agreed as follows:

1. Park City’s Responsibilities.
 - A. Park City shall use the “**Grant**” (as described below): (i) to acquire real property interests in Bonanza Flats, and (ii) to utilize Bonanza Flats for active and passive recreational open space purposes, inclusive of public trails.
 - B. As a condition subsequent to the award of the Grant and as a condition precedent to the County’s payment of the portions of the Grant due in years 2019 and thereafter, Park City shall enter into and record against the title of Bonanza Flats an appropriate form of conservation easement with Utah Open Lands in a form

and substance reasonably acceptable to the County consistent with the “**Land Conservation Easement Act**,” UCA Title 57, Chapter 18, in order to adequately protect Bonanza Flats and preserve it as recreational open space (the “**Conservation Easement**”).

- C. Park City, in collaboration with Utah Open Lands, shall create a “**Management Plan**” for Bonanza Flats with input from the County and other stakeholders. The Management Plan may identify how, in what manner, and by whom Bonanza Flats will be managed. City agrees that if a governing board or advisory committee is created (a “**Board**”) for the purposes of creating and/or implementing a Management Plan, the make-up of such Board shall include one representative of the County. In the event that a Board is not formed, Park City shall consult with the County in the course of programming all or portions of Bonanza Flats as active recreational open space. This subsection shall survive the award of the Grant and the expiration or termination of this Agreement.
- D. City and County acknowledge that Salt Lake Public Utilities may acquire fee title to approximately fifty-five (55) acres of the area of Bonanza Flats that is subject to City’s Agreement for Purchase and Sale of Real Property dated January 12, 2017. As a condition subsequent to the award of the Grant and as a condition precedent to the County’s payment of the portions of the Grant due in years 2017 and thereafter, Park City shall notify the County in writing of any real property interests granted to the Other Partners (as defined below), exclusive of Salt Lake Public Utilities, and shall grant to the County similar real property interests, subject to the Conservation Easement and including stewardship and maintenance obligations in connection therewith, in proportion to the amount of the Grant relative to the total funds provided by Park City, the County through the Grant, Salt Lake Public Utilities and the Other Partners.

2. County's Responsibilities.

- A. Grant. Subject to Park City’s timely performance of its obligations set forth in Section 1 above, the County shall pay out of the TRT Fund as a Grant to Park City two million dollars (\$2,000,000.00) to be disbursed in the following time frames and in the following amounts:
 - (i) The later of June 1, 2017
or the date of closing of
Bonanza Flats: \$500,000
 - (ii) On or before June 1, 2018: \$500,000
 - (iii) On or before June 1, 2019: \$500,000
 - (iv) On or before June 1, 2020: \$500,000

- B. As provided for in Section 1(B) above, the County shall have the right for thirty (30) days following its receipt of the Conservation Easement set forth in Section 1 above to review and offer input on the Conservation Easement consistent with the intent of this Agreement and the purposes of the TRT Fund. The County's obligation to pay the Grant is expressly conditioned upon the City's purchase of Bonanza Flats. In the event that Park City fails to purchase Bonanza Flats, Park City shall promptly repay to the County any portion of the Grant previously paid to Park City and the County's obligation to make subsequent installment payments of the Grant shall be deemed terminated.
3. Other Funding Partners. Park City and Utah Open Lands intend to seek funding for Bonanza Flats from sources that may include but not be limited to the United States Department of Agriculture, the United States Forest Service, the Utah Quality Growth Commission, the Utah Department of Wildlife Resources, counties, cities, non-profit organizations, foundations and individual donors (collectively "**Other Partners**"). Alternate funding sources may require certain title encumbrances to Bonanza Flats, such encumbrances which are consistent with the public recreational use and enjoyment of Bonanza Flats are expressly permitted by the County.
4. Conservation Values. Title encumbrances for Bonanza Flats may provide for the protection of other "**Conservation Values**" (defined herein) including but not limited to watershed, water quality, agricultural uses, aquatic and terrestrial wildlife habitat and scenic values, provided the protection of such Conservation Values does not preclude the public recreational use of Bonanza Flats. This section shall survive the award of the Grant and the expiration or termination of this Agreement.
5. Public Recreational Uses. Notwithstanding the terms of this Grant Agreement, Park City may manage Bonanza Flats to balance competing recreational uses and protect Conservation Values. Trail routes may be designed to protect environmentally sensitive areas and public access to portions of Bonanza Flats may be temporarily restricted to allow for restoration work. This section shall survive the award of the Grant and the expiration or termination of this Agreement.
6. Term. The term of this Agreement shall commence on the Effective Date and shall continue until June 2, 2020.
7. Insurance. Park City, at its own expense, shall maintain sufficient liability insurance against claims or lawsuits which result from the actions of Park City or its employees, contractors or agents on Bonanza Flats. County is a body corporate and politic of the State of Utah, subject to the Governmental Immunity Act of Utah (the "**Governmental Immunity Act**" or "**Act**"), UCA §§ 63G-7-101 to 904. The Parties agree that County shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

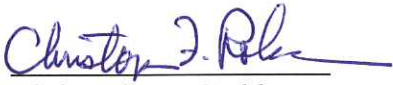
8. Indemnification. In the event County acquires a property interest in Bonanza Flats, Park City agrees to indemnify and hold the County harmless from any claim or damages for injuries, including costs and reasonable attorneys' fees, resulting from the use by Park City, its agents, employees, members, officers, and invitees, of Bonanza Flats or any actions of its contractors, employees or agents in installing any improvements on that portion of Bonanza Flats to which County holds title. The provisions of this section shall survive the expiration or termination of this Agreement.
9. Assignability. The rights and obligations of Park City under this Agreement are not transferable or assignable in whole or in part without the written consent of the County.
10. Waiver. No failure of the County to exercise any power given to it under this Agreement, or to insist upon strict compliance by Park City with any obligation, responsibility, or condition under it, and no custom or practice of the Parties at variance with its terms shall constitute a waiver of the County's right to demand exact compliance with those terms upon any subsequent default.
11. Independent Contractor. In making and performing this Agreement, Park City acts and shall act at all times as an independent contractor, and nothing contained in this Agreement shall be so construed or applied as to create or imply the relationship of partners, of agency, joint adventurers, or of employer and employee between the Parties hereto.
12. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.
13. No Officer or Employee Interest. It is understood and agreed that no officer or employee of the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.
14. Severability. If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
15. Governing Law. This Agreement shall be interpreted according to the laws of the State of Utah.
16. Entire Agreement. This Agreement contains the entire agreement between the Parties concerning its subject matter, and no representations, inducements, promises, or agreements, oral or otherwise, between the Parties with reference to it and not embodied in this Agreement shall be of any force or effect.
17. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all the Parties, notwithstanding that each of

the Parties are not signatory to the original or the same counterpart. Further, executed copies of this Agreement delivered by facsimile shall be deemed an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SUMMIT COUNTY

PARK CITY MUNICIPAL CORPORATION

By: 
Christopher F. Robinson
Chair

By: _____
Jack Thomas
Mayor

Approved as to form:

Approved as to form:


David L. Thomas
Chief Civil Deputy

Thomas A. Daley
Deputy City Attorney



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

Council should consider authorizing the City Manager to the City Manager to select Utah Open Lands Conservation Association as the holder of a conservation easement for the Bonanza Flat Open Space Conservation Easement and Stewardship Project, subject to final contract and price negotiation. City Council, by resolution authorizing the \$25,000,000 Bonanza Flat open space bond on the November 8, 2016 ballot and the subsequent agreement with Redus Park City, LLC, has committed to granting a conservation easement on the Bonanza Flat property.

Respectfully:

Heinrich Deters, Trails and Open Space Program Manager



City Council Staff Report

Subject: Bonanza Flat Conservation Easement

Author: Heinrich Deters

Department: Sustainability

Date: June 15, 2017

Type of Item: Administrative

Summary Recommendation

Staff recommends City Council authorize the City Manager to select Utah Open Lands Conservation Association as the holder of a conservation easement for the Bonanza Flat Open Space Conservation Easement and Stewardship Project, subject to final contract and price negotiation.

Executive Summary

Council should consider authorizing the City Manager to the City Manager to select Utah Open Lands Conservation Association as the holder of a conservation easement for the Bonanza Flat Open Space Conservation Easement and Stewardship Project, subject to final contract and price negotiation. City Council, by resolution authorizing the \$25,000,000 Bonanza Flat open space bond on the November 8, 2016 ballot and the subsequent agreement with Redus Park City, LLC, has committed to granting a conservation easement on the Bonanza Flat property.

Acronyms

PCMC	Park City Municipal Corporation
UOL	Utah Open Lands
RFQ	Request for Qualifications

Background

On August 11, 2016, and again on January 12 and May 11, 2017 City Council has declared an intent to acquire and preserve the Bonanza Flat property under a future conservation easement.

Date

August 11, 2016
January 12, 2017
May 11, 2017

Item

[Bonanza Flat Open Space GO Bond \(page 195\)](#)
[Bonanza Flat Option Agreement \(page 70\)](#)
[Bonanza Flat Conservation Easement Intent \(page 175\)](#)

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Select Utah Open Lands as the future holder of a conservation easement on the Bonanza Flat properties, subject to final contract and price negotiation.

Pros:

- Utah Open Lands was selected consistent with the City's procurement policy and confirmed UOL is a qualified responder to provide the required services.
- Utah Open Lands holds easements on almost 60,000 acres within Utah and has well-documented qualifications to provide conservation services for Bonanza Flat.

Cons: None

2. **Alternative:** Council may choose to **not** select Utah Open Lands and readvertise the request for qualifications (RFQ). (Not recommended by staff.)

Cons:

- Readvertising will delay moving forward with the project, and staff believes that UOL is the best candidate to provide the requested services.

Analysis

On May 31st, staff advertised the RFQ for the project on the City's website. Additionally, the project was noticed in the June 3rd edition of the Park Record.

Three organizations/firms requested copies of the full RFQ; however, staff only received one proposal (UOL) by the June 9th deadline.

Staff from Sustainability, Budget, Legal and Executive Departments reviewed the proposals and confirmed UOL is a qualified responder. Should Council select Utah Open Lands, staff will negotiate the final scope and contract amount and return to City Council with a Professional Service Provider Contract.

Department Review

This report has been reviewed by the City Attorney's Office, the Budget Department and Executive Departments. Their comments and edits have been included.

Funding Source

Funding for this project will come from the Open Space Maintenance Budget.

Attachments

A- Map of Bonanza Flat Property

Attachment A - Map of Bonanza Flat Property





DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

Under the terms of the attached Cooperative Agreement, Summit County would exchange certain parcels of property and reimburse PCMC \$2,250,000 for PCMC's cost of purchasing the Triangle Parcel. The Summit County Council has approved this Cooperative Agreement. The City Council has previously indicated its desire to utilize the \$2,250,000 sale proceeds towards the purchase of open space, preferably towards the purchase of Bonanza Flat. The deadline for PCMC's acquisition of Bonanza Flat is June 15, 2017.

Respectfully:

Matt Dias, Asst City Manager



City Council Staff Report

Subject: Open Space Cooperation Agreement between PCMC, Summit County and the Snyderville Basin Special Recreation Service District
Author: Heinrich Deters & Matthew Dias
Department: Executive
Date: June 15, 2017
Type of Item: Administrative

Summary Recommendation

City Council should hold a public hearing and consider authorizing the Mayor to execute the Open Space Cooperation Agreement ("Cooperation Agreement") attached to this report as Attachment A. The agreement would exchange open space property with Summit County and Snyderville Basin Special Recreation District and reimburse PCMC for its share of the Triangle Parcel in the amount of \$2,250,000.

Executive Summary

Under the terms of the attached Cooperation Agreement, Summit County would exchange certain parcels of property and reimburse PCMC \$2,250,000 for PCMC's cost of purchasing the Triangle Parcel. The Summit County Council has approved this Cooperation Agreement.

The City Council has previously indicated its desire to utilize the \$2,250,000 sale proceeds towards the purchase of open space, preferably towards the purchase of Bonanza Flat. The deadline for PCMC's acquisition of Bonanza Flat is June 15, 2017.

Acronyms

PCMC Park City Municipal Corporation
SBSRD Snyderville Basin Special Recreation District

The Opportunity

Exchanging open space property with Summit County and Snyderville Basin Special Recreation District (SBSRD) and accepting reimbursement for PCMC's share of the Triangle Parcel in the amount of \$2,250,000. These monies are sale proceeds, not a donation.

Background and Analysis

On January 12, 2017, PCMC entered into the "Agreement for Purchase and Sale of Real Property [Bonanza Flats (sic)]. Since execution of that agreement, PCMC and a coalition of conservation groups led by Utah Open Lands have waged a campaign to close the gap between the purchase price of \$38,000,000 and the proceeds of the \$25,000,000 Bonanza Flat open space bond. The attached Cooperation Agreement would make \$2,250,000 available to purchase open space and help close that gap.

Material Terms of the Cooperation Agreement

Summit County, SBSRD, and PCMC will enter into a property transaction wherein:

1. PCMC conveys all of its interests in Quarry Mountain (approximately 182.97 acres) to Summit County and SBSRD. Summit County and SBSRD shall maintain Quarry Mountain as recreational open space in perpetuity consistent with the existing Quarry Mountain Conservation Easement.
2. Summit County conveys all of its interests in Old Ranch Hills (approximately 50 acres) to PCMC. Summit County agrees not to protest PCMC's potential annexation of Old Ranch Hills and PCMC agrees to place a conservation easement on the property.
3. PCMC conveys all of its interests in the Triangle Parcel (approximately 111.28 acres) to Summit County and SBSRD. Summit County pays PCMC \$2,250,000 to reimburse PCMC for its share of the original acquisition of the Triangle Parcel. Summit County and SBSRD shall maintain the Triangle Parcel as recreational open space in perpetuity, and Summit County shall place a conservation easement on the property within 180 days of reaching an agreement with EPA which determines the County and SBSRD's responsibilities for conditions on the Triangle Parcel. The scope of the conservation easement will also depend on whether and to the extent that Summit County and PCMC have not agreed to locate a joint public works facility on the property.

PCMC will assign to Summit County and SBSRD its obligations under the Environmental Cost Sharing Agreement that PCMC entered into when purchasing the Triangle Parcel in 2007. Similarly, PCMC will assign Summit County and SBSRD its obligations under the Utah Department of Environmental Quality's Voluntary Clean-Up Program and PCMC will formally terminate its participation in that program. Finally, PCMC will assign to Summit County and SBSRD its interest in a five acre lot within the Triangle Parcel that has been limited by agreement to the construction of a future LDS meeting house.

The Summit County and SBSRD will indemnify and hold PCMC harmless from and against any cost incurred by PCMC for any environmental liability associated with the Triangle Parcel. PCMC will indemnify Summit County and SBSRD for any cost incurred by either of them as a result of PCMC having introduced hazardous substances on the Triangle Parcel or exacerbated existing hazardous substances on the property between the date PCMC purchased its share of the Triangle Parcel and the date of closing the Cooperation Agreement.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Authorize the Mayor to execute the Grant Agreement
Pros

- a. Under the terms of the Cooperation Agreement, the \$2,250,000 can be used to purchase open space and help close the gap between the Bonanza Flat open space bond and the purchase price.
- b. The original intent for use of this property was public works and other related needs. Since that time City and County staff have met on numerous occasions to jointly plan this property and determined that if storage or other facilities were to be placed on this property, both City and County staff would recommend that only a small portion of the land be utilized;
- c. This new agreement with Summit County includes a provision for the City to have the use 10 acres of a future County public works facility in the Lower Silver Creek area;
- d. The preservation of this property helps Park City meet one of its Top Priority goals of preserving land, not only within the City, but also within proximity to the City, as open space;
- e. Because this property is included in the Operable Unit of EPA's Administrative Order on Consent with United Park City Mines, it is highly unlikely the City could have generated a similar amount of cash to put towards the Bonanza Flat purchase from the free market. Thus, it is unlikely that a free market buyer would have given the City \$2.25 million AND agreed to preserve the land as open space;
- f. The County has indemnified the City for environmental liability – and while future environmental liability is not expected to be as great as it would be for other properties in the area – the County has taken on all liability, including any future cost contribution that may result from the Lower Silver Creek cleanup that will be the result of the aforementioned Administrative Order on Consent;
- g. Partnership begets partnership: The City and County collaborated similarly on the County's purchase of the Toll Canyon property. Furthermore, this type of collaboration encourages and supports other City-County collaborations, such as the current transportation partnership.

Cons

- a. If the \$2,250,000 is put towards the Bonanza Flat purchase, it would raise the total contribution by Park City taxpayers, who have already approved \$25 million.
- b. Some argue that the Park City taxpayers have done enough by raising \$25 million and should not be allocating additional monies towards the Bonanza Flat purchase.
- c. There is some confusion among the community that the \$2,250,000 is a donation by Summit County – it is not. Instead, PCMC is selling its interests in the Triangle parcel to raise an additional \$2,250,000 for open space.

2. Null Alternative: If PCMC and Summit County do not enter into the Grant Agreement, PCMC would not receive the Old Ranch Hills property nor the \$2,250,000 reimbursement, which could be applied to the acquisition of Bonanza Flat.

Department Review

This report has been reviewed by the Executive Department, Budget and Finance Department, and the Community Development Department.

Funding Source

No funds are required for the execution of the Cooperation Agreement.

Attachments

Attachment A: The Cooperation Agreement

OPEN SPACE COOPERATION AGREEMENT

This Open Space Cooperation Agreement (“**Agreement**”) is made as of this 31st day of May, 2017 (the “**Effective Date**”) by and between **Summit County**, a political subdivision of the State of Utah (the “**County**”), **Snyderville Basin Special Recreation District**, a local district of the State of Utah (the “**District**”) and **Park City Municipal Corporation**, a municipal corporation (the “**City**”) (individually referred to herein as a “**Party**” and jointly referred to herein as the “**Parties**”). The County and the District are collectively referred to herein as the “**County Parties**”.

WITNESSETH

WHEREAS, the County is the fee title owner of certain parcels of real property identified as SS-61-B-12-X, SS-61-B-2-X, SS-61-B-9-X, SS-61-B-11-X, and SS-61-B-4-X (together, “**Old Ranch Hills**”), as graphically depicted on **Exhibit A**, consisting of approximately 50 acres, which is not currently encumbered by a conservation easement and has no outstanding or pending litigation against it. Old Ranch Hills is adjacent to open space in Round Valley owned by the City. Both the County and City desire that Old Ranch Hills remain as open space through the conveyance of an appropriate form of conservation easement; and,

WHEREAS, the County and City jointly acquired as equal tenants-in-common that certain parcel of real property identified as SS-57-1-B-X (the “**Triangle Parcel**”), as graphically depicted on **Exhibit B**, consisting of approximately 111.28 acres, with the stipulation that the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints (“**CPB**”) be granted a five (5) acre lot within the Triangle Parcel for purposes of the construction of a future meetinghouse (the “**CPB Obligation**”). The Triangle Parcel is included within both the County’s Silver Creek Soils Temporary Overlay Zone (“**Overlay Zone**”) and Operable Unit 2 (“**OU2**”) under CERCLA. To assist in the eventual clean-up of the Triangle Parcel, the County, City and The Boyer Company entered into a three-party “**Environmental Cost Sharing Agreement**,” dated December 2008, wherein each committed \$200,000 toward remediation. The County and City jointly applied and were accepted into the Utah Department of Environmental Quality’s Voluntary Clean-up Program, UCA Title 19, Chapter 8, for the Triangle Parcel (Triangle Parcel, Lower Silver Creek, VCP Site #C069, Park City, Utah, dated July 8, 2010) (the “**VCUP**”). The VCUP is still active; and,

WHEREAS, the County and City jointly acquired as equal tenants-in-common those certain parcels of real property identified as PP-122-X, PP-118-X, PP-17-C-X, and SS-59-7-A-X (together, “**Quarry Mountain**”), as graphically depicted on **Exhibit C**, consisting of 182.97 acres for the purpose of preserving the land as open space. A Deed of Conservation Easement Agreement, dated December 23, 2009, encumbering Quarry Mountain, was recorded as Entry No. 00888979 in the Office of the Summit County Recorder, in Book 2015, beginning at Page

0098, with Summit Land Conservancy as the easement holder (the “**Quarry Mountain Conservation Easement**”); and,

WHEREAS, the City has entered into that certain Agreement for Purchase and Sale of Real Property [Bonanza Flats], dated January 12, 2017, with Redus Park City, LLC to purchase approximately 1,350 acres of land abutting the City for the purpose of preserving the lands as recreational open space for the benefit of the public (“**Bonanza Flats**”) for \$38,000,000; and,

WHEREAS, the County Parties desire to assist in the City’s purchase of Bonanza Flats on the same basis as the Parties have previously cooperated in open space purchases; namely, by engaging in exchange and land sales purchase transactions for the purpose of acquiring meaningful open space consistent with each Party’s individual open space goals; and,

WHEREAS, the County, District and City desire to enter into a land transaction wherein the City conveys all of its interests in the Triangle Parcel and Quarry Mountain to the County and District in exchange for the County’s conveying all of its interest in Old Ranch Hills to the City and paying \$2,250,000 to the City to reimburse it for its costs associated with the original acquisition of the Triangle Parcel; and,

WHEREAS, it is also the City’s desire to obtain from the County an “**Environmental Indemnification**” (defined below) on the Triangle Parcel; and,

WHEREAS, it is in the best interests of the Parties to enter into this Agreement;

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Reimbursement Amount; Land Exchanges.**

- (a) The County Parties shall pay into “**Escrow**” (defined below) as a lump sum the amount of Two Million Two Hundred Fifty Thousand and 00/100 Dollars (\$2,250,000.00) to reimburse the City for its original cost of acquiring its interest in the Triangle Parcel (the “**Reimbursement Amount**”).
- (b) At the “**Closing**” (defined below), by separate Special Warranty Deeds, the City shall convey all of its interest in the Triangle Parcel and Quarry Mountain to the County Parties, in such vesting as the County Parties shall direct.
- (c) At the Closing, by Special Warranty Deed, the County shall convey all of its interest in Old Ranch Hills to the City.

2. **Old Ranch Hills.**

- (a) **Consent to Annexation.** In the event the City pursues the annexation of Old Ranch Hills into the municipal boundaries of the City, the County Parties hereby agree not to protest such annexation.

- (b) **Conservation Easement.** The City agrees to place on Old Ranch Hills a conservation easement which meets the requirements of UCA § 57-18-1 et. seq., as amended, and applicable Internal Revenue Code. City shall select the conservation group in its sole discretion, and agrees that the conservation group shall be a qualified organization under IRC §§ 170(h)(1)(B), 170(h)(3). The provisions of this subsection shall survive the Closing and the expiration or termination of this Agreement.

3. **Triangle Parcel.**

- (a) **Open Space.** Except as may be provided herein, the County Parties shall maintain the Triangle Parcel as recreational open space in perpetuity. Within 180 days of County and EPA executing an Administrative Order on Consent or other agreement which determines the County Parties' responsibilities for conditions on the Triangle Parcel, and to the extent that the County and City have not implemented the provisions of Section 5 as to the County's current ownership interest in the Triangle Parcel, the County Parties' agree to place a conservation easement on the Triangle Parcel that meets the requirements of Utah Code § 57-18-1 et seq., as amended, and applicable Internal Revenue Code. In the event that the County and City have implemented the provisions of Section 5 as to the County's current ownership interest in the Triangle Parcel, then the conservation easement shall be limited to those areas upon the Triangle Parcel that are outside of the activities provided for in Section 5. The provisions of this subsection shall survive the Closing and the expiration or termination of this Agreement.
- (b) **Assignment of Environmental Cost Sharing Agreement.** Effective as of and conditioned upon the Closing, the City hereby assigns, transfers, and sets over to the County Parties all rights, title, interest, duties, and obligations in and to that certain Environmental Cost Sharing Agreement, subject to all terms and conditions thereof, and the County Parties hereby accept and assume all of the rights, title, interest, duties and obligations of the Environmental Cost Sharing Agreement, subject to all the terms and conditions thereof.
- (c) **Assignment of VCUP.** Effective as of and conditioned upon the Closing, the City hereby assigns, transfers, and sets over to the County Parties all rights, title, interest, duties, and obligations in and to that certain VCUP, subject to all terms and conditions thereof, and the County Parties hereby accept and assume all of the rights, title, interest, duties and obligations of the VCUP, subject to all the terms and conditions thereof. The County Parties shall cooperate with City's termination of City's participation in the VCUP pursuant to Utah Code § 19-8-109.
- (d) **Assignment of CPB Obligation.** Effective as of and conditioned upon the Closing, the City hereby assigns, transfers, and sets over to the County Parties all rights, title, interest, duties, and obligations in and to that certain Purchase Agreement (Highway 40 Commercial Parcel), dated December 2, 2008, which includes the CPB Obligation (the "**Triangle Purchase Agreement**"), subject to all terms and conditions thereof, and the County Parties hereby accept and assume all of the rights, title, interest, duties and

obligations of the Triangle Purchase Agreement, subject to all the terms and conditions thereof.

- (e) **Grazing Lease.** The County Parties acknowledge that the Triangle Parcel is subject to a current grazing lease with the Pace family.
- (f) **Environmental Indemnification.** The County Parties, at their sole cost and expense, hereby jointly and severally, irrevocably and unconditionally agree to defend, protect, indemnify and hold the City harmless from and against any and all expenses, claims, demands, suits, at law or equity, actions, penalties, losses, damages, fines, costs, of whatsoever kind and nature, incurred by the City relating to, resulting from or otherwise attributable to, directly or indirectly, (i) any Hazardous Substance present or alleged to be present in, upon, under, over or at, or emanating from or alleged to be emanating from the Triangle Parcel, whether or not such Hazardous Substances were produced, stored, used or transported in compliance with applicable federal, state and local environmental laws and regardless of whether such Hazardous Substances are present (or alleged to be present) at or emanating (or are alleged to be emanating) from the Triangle Parcel, (ii) any activity (and the consequences thereof), including any release of Hazardous Substances, or claimed activity (and the consequences thereof) carried on or undertaken on or off of the Triangle Parcel, whether by the County Parties, any predecessor in title, or any employees, agents, contractors or subcontractors of the foregoing, or any third parties at any time occupying or present on the Triangle Parcel, without limitation, in connection with the handling, treatment, removal, storage, decontamination, clean-up, restoration, transport or disposal of any Hazardous Substance at any time located or present on, under or incorporated in, or used in connection with the Triangle Parcel, (iii) the violation (and the consequences thereof) or claimed violation (and the consequences thereof) of any applicable federal, state or local environmental law affecting the Triangle Parcel, (iv) the nonperformance (and the consequences thereof) or delay in performance (and the consequences thereof) of any corrective work, to include remediation and restoration work done or required by governmental entities to be done on the Triangle Parcel, (v) any place or location used for the disposal of Hazardous Substances by the County Parties or their predecessors-in-interest, whether for its own behalf or on behalf of others, (vi) any other environmental matter, and any action or inaction of County Parties or their predecessors-in-interest with respect thereto, (viii) any discharge, release or emission, or any alleged discharge, release or emission, of any Hazardous Substance upon or from the Triangle Parcel into the environment, (ix) any use of the Triangle Parcel at any time as a permanent or temporary treatment, storage or disposal site for any Hazardous Substances to any location which is listed or proposed for listing under CERCLA or on any similar state list or which is the subject of federal, state or local enforcement actions or other investigations.

The City, at no cost or expense to the County Parties, hereby irrevocably and unconditionally agrees to indemnify the County Parties against any expenses, claims, demands, suits, at law or equity, actions, penalties, losses, damages, fines, costs, of whatsoever kind and nature directly caused by (i) the introduction of Hazardous Substances to the Triangle Parcel by the City or its employees, officers, contractors, subcontractors or agents (but not by any other third parties) after the date on which the

City purchased its interest in the Triangle Parcel, but before the “Closing Date” (defined below); or (ii) exacerbation of Hazardous Substances existing on the Triangle Parcel prior to the date the City purchased its interest in the Triangle Parcel by the City or its employees, officers, contractors, subcontractors or agents (but not by any other third parties) on or after the date on which the City purchased its interest in the Triangle Parcel, but before the “Closing Date” (defined below).

The provisions of this subsection shall survive the Closing and the expiration or termination of this Agreement.

- (g) **Environmental Work Reimbursement.** The City hereby waives all rights or entitlements to reimbursement from the County Parties of the City’s costs and expenses it has incurred for any and all environmental work done on the Triangle Parcel.

4. **Quarry Mountain.**

- (a) **Open Space.** The County Parties shall maintain Quarry Mountain as recreational open space in perpetuity consistent with the Quarry Mountain Conservation Easement. The provisions of this subsection shall survive the Closing and the expiration or termination of this Agreement.

5. **Public Works Facility.** In the event the County elects to develop for itself or its special service districts public work facilities within the Lower Silver Creek area (the “**Public Work Facilities**”), it will use commercially reasonable efforts to cooperate with the City in allowing the City to use up to ten (10) acres of such for the City’s public work needs as such public work needs are mutually agreed between the City and the County. The City shall be responsible for its share of the development costs for such Public Work Facilities. Further, the County and City acknowledge that the Public Work Facilities shall be subject to all required state and county regulations and permit requirements.

County and City may agree to jointly operate transit and public works facilities at an agreed location in the Lower Silver Creek area. In the event County and City so agree, County and City shall enter into an appropriate agreement which addresses City’s immediate needs.

6. **Escrow Agent; Title Report.** The transactions contemplated by this Agreement shall be escrowed, closed, and settled (collectively, the “**Closing**”) at the offices of U.S. Title Insurance Agency, 1630 Shortline Road, P.O. Box 681128, Park City, UT, 84060, (the “**Escrow Agent**”) (attention Corinne Woodward; telephone 435-615-1148; email cwoodward@ustitleutah.com). The Escrow Agent has provided title commitments for the Triangle Parcel, Quarry Mountain and Old Ranch Hills, respectively (collectively the “**Title Commitments**”). The Parties shall have until June 10, 2017 to accept the Title Commitments and the exceptions identified therein (the “**Permitted Exceptions**”).
7. **Closing Condition; Closing; Closing Date.** The Closing shall occur (the “**Closing Date**”) on or before June 15, 2017. At the Closing, the Parties shall do the following through Escrow: (a) the County shall execute and deliver to the City a special warranty deed

conveying the County's good and marketable title to all of the County's interest in Old Ranch Hills, subject to the Permitted Exceptions; (b) the City shall execute and deliver to the County Parties the following deeds: (i) a special warranty deed conveying good and marketable title to all of the City's interest in the Triangle Parcel, subject to the Permitted Exceptions, and (ii) a special warranty deed conveying good and marketable title to all of the City's interest in Quarry Mountain, subject to the Permitted Exceptions; (c) the County Parties shall pay the Reimbursement Amount to the City; (d) the County, at its expense, shall purchase a standard A.L.T.A. owners title insurance policy in the amount of \$1,700,000, insuring good and marketable title to Old Ranch Hills in the City, based upon the Title Commitment and subject only to the Permitted Exceptions; (e) the City, at its expense, shall purchase a standard A.L.T.A. owners title insurance policy in the amount of \$2,250,000, insuring good and marketable title in the Triangle Parcel in the County Parties, based upon the Title Commitment and subject only to the Permitted Exceptions; (f) the City, at its expense, shall purchase a standard A.L.T.A. owners title insurance policy in the amount of \$1,700,000, insuring good and marketable title in Quarry Mountain in the County Parties, based upon the Title Commitment and subject only to the Permitted Exceptions; (g) the County and City shall equally share in the costs of the escrow; and (i) the Parties shall take all other steps needed to effectuate the transactions contemplated by this Agreement.

8. **Joint Acknowledgment of the Parties.** The Parties agree that they shall enter into a joint press release to announce their involvement in the open space transactions contemplated by this Agreement, which include the Triangle Parcel, Quarry Mountain, and Old Ranch Hills. In addition, to the extent that there are any plaques, monuments, signs, or other public displays or announcements identifying these open spaces, the Parties shall each be listed therein as contributing partners to the preservation of these open spaces.
9. **Notices.** All notices provided for herein to be deemed delivered when sent to the following:

If to the County:

Summit County Manager
Summit County Courthouse
P.O. Box 128
60 N. Main
Coalville, Utah 84017

If to the District:

District Director
Snyderville Basin Special Recreation District
5715 Trailside Dr.
Park City, Utah 84098

If to the City:

Park City Manager
P.O. Box 1480
445 Marsac Ave
Park City, Utah 84060

10. **Entire Agreement; Amendment Waiver.** This Agreement constitutes the entire agreement between the parties pertaining to any right or interest in and to the Triangle Parcel, Quarry Mountain, and Old Ranch Hills, or any other subject matter contained in it and supersedes all prior agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. Only a writing executed by all Parties clearly stating its termination may cancel this Agreement.
11. **Severability.** Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.
12. **Authority.** Each Party represents and warrants that it has full authority to perform as herein provided, and has received all consents necessary or desirable in connection with the execution of this Agreement.
13. **Execution.** This Agreement may be executed by the execution of one of more counterparts and may be executed by sending an electronic copy of an executed Agreement to the other Party hereto.
14. **Dispute Resolution.** The Parties agree that any dispute related to this Agreement may first be submitted to mediation. If mediation is mutually agreed upon then, the dispute shall be submitted to mediation through a mediation provider unanimously agreed upon by the Parties. Each Party agrees to bear its own costs of mediation. If, however, any Party is required to take legal action to pursue any rights under this Agreement, then the prevailing Party shall be entitled to attorneys' fees and costs. Each of the Parties agrees that the other Parties shall be entitled to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court having jurisdiction over the Parties and the matter, in addition to any other remedy to which they may be entitled, at law or in equity.
15. **No Brokers.** All Parties represent to each other that they have not engaged a real estate broker or other professional to whom monies might be owed by reason of this transaction. The Parties agree to indemnify and hold the other harmless from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar forms of

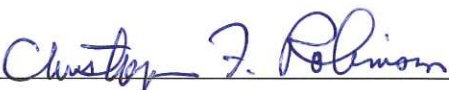
compensation made by any real estate broker or any other person or entity because of any of the transactions contemplated by this Agreement.

16. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Utah. The Parties consent to the jurisdiction of the courts of the state of Utah and further agree that any action arising out of or relating to this Agreement may only be commenced in the courts of the state of Utah. The terms and provisions of the Agreement are for the benefit of the County, the District and the City only and no other person shall have any right or cause of action on account thereof.
17. **Prorations.** At Closing, all real estate taxes and assessments, both general and special, shall be prorated as of the Closing Date. Further, the costs of Closing shall be divided as between the Parties in the manner typical for this type of transaction.
18. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the County, the District, and the City and their respective successors and assigns.
19. **Assignment.** This Agreement may be assigned with the prior written permission of the non-assigning Party or Parties, which permission will not be unreasonably withheld.

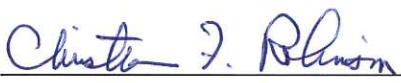
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date written above.

SUMMIT COUNTY

By: 
Its: County Manager

By: 
Its: Council Chair

SNYDERVILLE BASIN SPECIAL RECREATION
DISTRICT

By: 
Its: Chair, Governing Board

PARK CITY MUNICIPAL CORPORATION

By: _____

Its: Mayor

EXHIBIT A
Old Ranch Hills
[see attached]

EXHIBIT A
Old Ranch Hills

EXHIBIT B

Triangle Parcel

[see attached]

EXHIBIT B
Triangle Parcel

EXHIBIT C

Quarry Mountain

[see attached]

EXHIBIT C

Quarry Mountain



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

Council should consider approving the amended 2017 budget and the 2018 budget.

Respectfully:

Kory Kersavage, Budget Analyst

Ordinance No.

**ORDINANCE ADOPTING A REVISED BUDGET FOR FY 2017 AND A
BUDGET FOR FY 2018 FOR PARK CITY MUNICIPAL CORPORATION AND
ITS RELATED AGENCIES.**

WHEREAS, the Utah State law requires that city budgets be adopted by ordinance: and;

WHEREAS, a public hearing was held on May 11, May 25, June 8, 2017, and one more scheduled for June 15, 2017 at the City Council's regularly scheduled meetings, complying with State law;

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

SECTION 1. REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 11, 2017 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the Revised FY 2017 Operating Budget for Park City Municipal Corporation and its related agencies.

SECTION 2. BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended budget presented on May 11, 2017 and with changes as summarized in the Attachments to this ordinance is hereby adopted as the budget for FY 2018 for Park City Municipal Corporation and its related agencies.

SECTION 3. CERTIFIED PROPERTY TAX RATE. The City's Budget Officer is authorized to compute and file the City's Certified Property Tax rate for FY 2018 at a "no tax increase rate". This ordinance hereby adopts the Certified Property Tax rate for FY 2018. The Budget Officer is also authorized to compute the City's Certified Property Tax rate for the issuance of General Obligation Bonds as approved by voters in November of 2001, 2002, 2006, 2007, and 2016.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect June 15, 2017 for the FY 2017 revised budget and July 1, 2017 for the FY 2018 budget.

PASSED AND ADOPTED this 15th day of June, 2017.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Expenditure Summary by Fund and Major Object (FY 2017 Adjusted Budget)

Description	Personnel FY 2017	Mat, Supplies, Services FY 2017	Capital FY 2017	Debt Service FY 2017	Contingency FY 2017	Sub - Total FY 2017	Interfund Transfer FY 2017	Ending Balance FY 2017	Total FY 2017
Park City Municipal Corporation									
011 GENERAL FUND	\$21,293,441	\$6,717,709	\$587,202	\$0	\$300,000	\$28,898,352	\$2,270,784	\$11,282,293	\$42,451,429
012 QUINNS RECREATION COMPLEX	\$783,876	\$412,277	\$6,000	\$0	\$0	\$1,202,153	\$0	\$-4,247,324	\$-3,045,171
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$32,954	\$0	\$0	\$32,954	\$0	\$0	\$32,954
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$26,071	\$0	\$0	\$26,071	\$0	\$0	\$26,071
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$93,316,018	\$0	\$0	\$93,316,018	\$1,285,867	\$35,280,427	\$129,882,312
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$2,394,556	\$0	\$0	\$2,394,556	\$0	\$255,855	\$2,650,411
051 WATER FUND	\$2,958,603	\$3,386,856	\$21,589,114	\$4,507,304	\$100,000	\$32,541,877	\$1,637,962	\$7,522,178	\$41,702,017
052 STORM WATER FUND	\$653,223	\$295,400	\$31,500	\$0	\$0	\$980,123	\$75,000	\$44,877	\$1,100,000
055 GOLF COURSE FUND	\$928,410	\$498,529	\$455,313	\$8,094	\$0	\$1,890,346	\$127,574	\$873,260	\$2,891,180
057 TRANSPORTATION & PARKING FUND	\$6,523,387	\$1,222,956	\$35,792,408	\$0	\$0	\$43,538,752	\$2,754,182	\$3,442,144	\$49,735,078
062 FLEET SERVICES FUND	\$964,100	\$1,662,620	\$10,000	\$0	\$0	\$2,636,720	\$0	\$1,059,336	\$3,696,056
064 SELF INSURANCE FUND	\$0	\$1,746,500	\$0	\$0	\$0	\$1,746,500	\$0	\$183,771	\$1,930,271
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,261,013	\$0	\$2,261,013	\$462,696	\$2,371,332	\$5,095,041
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$4,384,985	\$0	\$4,384,985	\$27,708,333	\$627,961	\$32,721,279
Total Park City Municipal Corporation	\$34,105,040	\$15,942,848	\$154,241,137	\$11,161,396	\$400,000	\$215,850,421	\$36,322,398	\$58,696,110	\$310,868,929
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$25,161	\$750,000	\$0	\$0	\$0	\$775,162	\$1,641,125	\$251,553	\$2,667,840
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$265,447	\$1,502,447
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$24,326,423	\$0	\$0	\$24,326,424	\$0	\$61,453	\$24,387,877
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$90,062	\$0	\$0	\$90,062	\$806,088	\$1,106,080	\$2,002,230
Total Park City Redevelopment Agency	\$25,162	\$1,235,000	\$24,416,485	\$0	\$0	\$25,676,647	\$3,199,213	\$1,684,533	\$30,560,393
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$34,187	\$0	\$0	\$34,187	\$0	\$419,900	\$454,087
Total Municipal Building Authority	\$0	\$0	\$34,187	\$0	\$0	\$34,187	\$0	\$419,900	\$454,087
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$34,130,202	\$17,177,848	\$178,691,810	\$11,161,396	\$400,000	\$241,561,255	\$39,521,611	\$60,800,543	\$341,883,409

Expenditure Summary by Fund and Major Object (FY 2018 Budget)

Description	Personnel FY 2018	Mat, Supplies, Services FY 2018	Capital FY 2018	Debt Service FY 2018	Contingency FY 2018	Sub - Total FY 2018	Interfund Transfer FY 2018	Ending Balance FY 2018	Total FY 2018
Park City Municipal Corporation									
011 GENERAL FUND	\$21,464,113	\$7,848,385	\$388,140	\$0	\$290,000	\$29,990,638	\$2,475,876	\$13,043,341	\$45,509,855
012 QUINNS RECREATION COMPLEX	\$887,134	\$351,215	\$6,000	\$0	\$0	\$1,244,349	\$1,200	\$-4,738,373	\$-3,492,824
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$10,432,890	\$0	\$0	\$10,432,890	\$1,288,297	\$39,816,947	\$51,538,134
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,228,700	\$0	\$0	\$1,228,700	\$0	\$100,855	\$1,329,555
051 WATER FUND	\$3,024,995	\$3,520,546	\$16,690,980	\$4,516,154	\$100,000	\$27,852,675	\$1,678,427	\$4,817,599	\$34,348,701
052 STORM WATER FUND	\$670,594	\$295,400	\$14,500	\$0	\$0	\$980,494	\$75,000	\$239,383	\$1,294,877
055 GOLF COURSE FUND	\$907,519	\$498,529	\$117,215	\$32,377	\$0	\$1,555,640	\$125,111	\$788,455	\$2,469,206
057 TRANSPORTATION & PARKING FUND	\$9,012,206	\$1,640,182	\$8,811,399	\$0	\$0	\$19,463,787	\$2,939,050	\$33,065	\$22,435,902
062 FLEET SERVICES FUND	\$964,546	\$1,587,620	\$10,000	\$0	\$0	\$2,562,166	\$0	\$1,070,570	\$3,632,736
064 SELF INSURANCE FUND	\$0	\$1,296,500	\$0	\$0	\$0	\$1,296,500	\$0	\$47,827	\$1,344,327
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,266,613	\$0	\$2,266,613	\$0	\$2,362,332	\$4,628,945
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$6,439,235	\$0	\$6,439,235	\$0	\$678,567	\$7,117,802
Total Park City Municipal Corporation	\$36,931,107	\$17,038,377	\$37,699,824	\$13,254,379	\$390,000	\$105,313,687	\$8,582,961	\$58,260,568	\$172,157,216
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$57,987	\$750,000	\$0	\$0	\$0	\$807,987	\$1,641,125	\$216,233	\$2,665,345
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$270,447	\$1,507,447
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$1,296,000	\$0	\$0	\$1,296,000	\$0	\$11,372,129	\$12,668,129
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$450,000	\$0	\$0	\$450,000	\$809,490	\$598,590	\$1,858,080
Total Park City Redevelopment Agency	\$57,987	\$1,235,000	\$1,746,000	\$0	\$0	\$3,038,988	\$3,202,615	\$12,457,399	\$18,699,002
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$419,900	\$419,900
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$419,900	\$419,900
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$36,989,094	\$18,273,377	\$39,445,824	\$13,254,379	\$390,000	\$108,352,675	\$11,785,576	\$71,137,867	\$191,276,118

All Funds Combined

Revenue	Actual FY 2015	Actual FY 2016	Actual FY 2017	Adjusted FY 2017	Collection % FY 2017	Original FY 2018
RESOURCES						
Property Taxes	\$18,155,545	\$18,491,389	\$18,225,799	\$18,899,183	96%	\$21,578,011
Sales Tax	\$19,196,824	\$21,212,061	\$19,884,180	\$22,427,169	89%	\$23,505,380
Franchise Tax	\$3,061,207	\$3,185,820	\$2,726,673	\$3,269,000	83%	\$3,351,000
Licenses	\$1,452,619	\$1,488,789	\$1,091,250	\$1,395,183	78%	\$1,412,666
Planning Building & Engineering Fees	\$5,699,680	\$3,439,664	\$3,303,474	\$3,965,000	83%	\$4,565,000
Special Event Fees	\$37,185	\$135,413	\$90,443	\$120,000	75%	\$133,200
Federal Revenue	\$3,124,867	\$566,156	\$7,564,834	\$15,155,809	50%	\$4,820,080
State Revenue	\$2,452,457	\$358,985	\$497,073	\$478,885	104%	\$463,000
County/SP District Revenue	\$100,000	\$50,000	\$187,316	\$7,069,000	3%	\$52,000
Water Charges for Services	\$14,125,896	\$15,162,429	\$15,796,902	\$17,848,500	89%	\$18,698,500
Transit Charges for Services	\$2,200,248	\$2,312,576	\$2,216,180	\$7,160,523	31%	\$5,338,584
Cemetery Charges for Services	\$38,188	\$21,937	\$27,221	\$22,800	119%	\$23,400
Recreation	\$3,353,645	\$3,397,284	\$2,950,382	\$3,521,596	84%	\$3,614,096
Ice	\$757,271	\$749,880	\$777,050	\$769,000	101%	\$750,000
Other Service Revenue	\$99,640	\$90,239	\$57,536	\$90,000	64%	\$90,000
Library Fines & Fees	\$12,456	\$21,407	\$29,632	\$10,000	296%	\$10,000
Fines & Forfeitures	\$970,488	\$1,080,705	\$997,629	\$1,469,200	68%	\$1,469,200
Misc. Revenues	\$2,986,257	\$2,602,787	\$1,115,078	\$1,180,018	94%	\$12,142,181
Interfund Transactions (Admin)	\$5,527,077	\$5,861,114	\$4,591,389	\$5,816,802	79%	\$6,195,964
Interfund Transactions (CIP/Debt)	\$17,418,595	\$9,569,945	\$5,072,617	\$33,704,809	15%	\$5,589,612
Special Revenues & Resources	\$796,792	\$636,167	\$418,659	\$4,383,700	10%	\$1,473,700
Bond Proceeds	\$28,532,387		\$27,863,698	\$111,363,698	25%	\$15,200,000
Beginning Balance	\$76,584,096	\$83,622,487	\$81,763,532	\$81,763,532	100%	\$60,800,543
TOTAL	\$206,683,419	\$174,057,233	\$197,248,546	\$341,883,407	1,837	\$191,276,117

Change in Fund Balance

Fund	Actuals FY 2015	Actuals FY 2016	Actuals FY 2017	Adjusted FY 2017	Increase (red) FY 2017	% Inc (red) FY 2017	Budget FY 2018	Increase (red) FY 2018	% Inc (red) FY 2018
Park City Municipal Corporation									
011 GENERAL FUND	\$10,255,105	\$10,522,730	\$0	\$11,282,293	\$759,563	7%	\$13,043,341	\$1,761,048	16%
012 QUINNS RECREATION COMPLEX	\$-3,497,044	\$-3,814,171	\$0	\$-4,247,324	\$-433,153	11%	\$-4,738,373	\$-491,049	12%
021 POLICE SPECIAL REVENUE FUND	\$29,944	\$32,254	\$0	\$0	\$-32,254	-100%	\$0	\$0	
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$17,257	\$16,386	\$0	\$0	\$-16,386	-100%	\$0	\$0	
031 CAPITAL IMPROVEMENT FUND	\$32,950,023	\$36,922,033	\$0	\$35,280,427	\$-1,641,606	-4%	\$39,816,947	\$4,536,520	13%
038 EQUIPMENT REPLACEMENT CIP	\$1,832,162	\$1,626,711	\$0	\$255,855	\$-1,370,856	-84%	\$100,855	\$-155,000	-61%
051 WATER FUND	\$8,909,527	\$7,275,494	\$0	\$7,522,178	\$246,684	3%	\$4,817,599	\$-2,704,579	-36%
052 STORM WATER FUND	\$0	\$0	\$0	\$44,877	\$44,877		\$239,383	\$194,506	433%
055 GOLF COURSE FUND	\$1,187,987	\$1,325,234	\$0	\$873,260	\$-451,974	-34%	\$788,455	\$-84,805	-10%
057 TRANSPORTATION & PARKING FUND	\$20,105,652	\$19,381,363	\$0	\$3,442,144	\$-15,939,219	-82%	\$33,065	\$-3,409,079	-99%
062 FLEET SERVICES FUND	\$1,145,417	\$1,123,856	\$0	\$1,059,336	\$-64,520	-6%	\$1,070,570	\$11,234	1%
064 SELF INSURANCE FUND	\$607,450	\$968,274	\$0	\$183,771	\$-784,503	-81%	\$47,827	\$-135,944	-74%
070 SALES TAX REV BOND - DEBT SVS FUND	\$6,527,765	\$2,843,028	\$0	\$2,371,332	\$-471,696	-17%	\$2,362,332	\$-9,000	0%
071 DEBT SERVICE FUND	\$1,003,018	\$574,778	\$0	\$627,961	\$53,183	9%	\$678,567	\$50,606	8%
Total Park City Municipal Corporation	\$81,074,263	\$78,797,970	\$0	\$58,696,110	\$-20,101,860	-477%	\$58,260,568	\$-435,542	203%
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$133,527	\$254,047	\$0	\$251,553	\$-2,494	-1%	\$216,233	\$-35,320	-14%
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$59,638	\$260,447	\$0	\$265,447	\$5,000	2%	\$270,447	\$5,000	2%
033 REDEVELOPMENT AGENCY-LOWER PRK	\$555,559	\$746,751	\$0	\$61,453	\$-685,298	-92%	\$11,372,129	\$11,310,676	18,405%
034 REDEVELOPMENT AGENCY-MAIN ST	\$1,340,589	\$1,250,230	\$0	\$1,106,080	\$-144,150	-12%	\$598,590	\$-507,490	-46%
Total Park City Redevelopment Agency	\$2,089,313	\$2,511,475	\$0	\$1,684,533	\$-826,942	-102%	\$12,457,399	\$10,772,866	18,347%
Municipal Building Authority									
035 BUILDING AUTHORITY	\$458,911	\$454,087	\$0	\$419,900	\$-34,187	-8%	\$419,900		
Total Municipal Building Authority	\$458,911	\$454,087	\$0	\$419,900	\$-34,187	-8%	\$419,900		



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

The City's CEMP requires formal annual adoption in order to remain compliant with the National Incident Management System (NIMS) requirements, and to be eligible for Federal Emergency Management Program Grant (EMPG) funding and/or Public Assistance (PA) reimbursements.

The current CEMP was originally adopted in August of 2007 and has been re-adopted annually including any changes every year since then. Resolution *13-2016* requires all amendments to the CEMP to be ratified by the City Council within one year.

The Emergency Program Manager (EPM) in conjunction with the Emergency Management Group (EMG) has amended the CEMP with minor updates and revisions to better outline how the City will respond to emergencies and disasters while compiling with current Federal and State regulations.

Respectfully:

Hugh Daniels,



City Council Staff Report

Subject: Comprehensive Emergency Management Plan Adoption
Author: Hugh Daniels, CEM, UCEM, Emergency Program Manager
J. Mike McComb, Emergency Management Intern
Department: Executive
Date: June 15, 2017
Type of Item: Administrative

Summary Recommendation

Staff recommends that the City Council review the amended 2017 Comprehensive Emergency Management Plan (CEMP), hold a public hearing and adopt by resolution the CEMP in compliance with FEMA requirements and standards.

Executive Summary

- The City's CEMP requires formal annual adoption in order to remain compliant with the National Incident Management System (NIMS) requirements, and to be eligible for Federal Emergency Management Program Grant (EMPG) funding and/or Public Assistance (PA) reimbursements.
- The current CEMP was originally adopted in August of 2007 and has been re-adopted annually including any changes every year since then. Resolution 13-2016 requires all amendments to the CEMP to be ratified by the City Council within one year.
- The Emergency Program Manager (EPM) in conjunction with the Emergency Management Group (EMG) has amended the CEMP with minor updates and revisions to better outline how the City will respond to emergencies and disasters while compiling with current Federal and State regulations.

Acronyms

CEMP	Comprehensive Emergency Management Plan
EMG	Emergency Management Group
EMPG	Emergency Management Performance Grants
EOC	Emergency Operations Center
EPM	Emergency Program Manager
ESF	Emergency Support Function
FEMA	Federal Emergency Management Agency
HIVA/EAP	Hazard Identification and Vulnerability Analysis/Emergency Action Plans
NIMS	National Incident Management System
PA	Public Assistance
PCMC	Park City Municipal Corporation
SOP	Standard Operating Procedures
UDEM	Utah Department of Emergency Management

The Problem

Without formal adoption of a CEMP, the City is not eligible for certain federal grants and federal disaster Public Assistance (PA) reimbursements. Further, NIMS compliance is becoming a requirement for other federal assistance and grants. State assistance to municipalities through the Utah Division of Emergency Management (UDEM) is also available with approved emergency management plans, required training, an Emergency Manager and CEMP adoption. Park City continues to receive FEMA/State Emergency Management Performance Grants (EMPG) because we have an Emergency Manager and have met the state and federal NIMS requirements. We will continue to apply for available EMPG grants as they become available.

Background

- The Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. §§ 5121 et seq.) and Section 662 of the Post Katrina Emergency Management Reform Act of 2006, as amended (6 U.S.C. § 762), authorize non-disaster (ND) Federal preparedness grants to all 56 U.S. States and territories, administered by the Federal Emergency Management Agency (FEMA).
- Park City Municipal Corporation (PCMC), through UDEM, has successfully applied for and received annual non-disaster grant funding through FEMA's EMPG Program since 2008. This funding is provided at a 50-50 level, meaning for every Federal dollar received through UDEM, the City funds an equal amount.
- PCMC received disaster PA funding in 2011 due to flooding in Summit and surrounding counties.

Analysis

This year, there are a number of updates required for the CEMP:

Nature of the Change	Page Affected
Update Community Engagement Manager title	Page 13,14
Update Public Utilities department title	Pages 22, 23, 27
Remove Deputy Fire Marshal title from CBO	Page 14
Update ESF departmental responsibilities for Volunteers and Donations	Page 16 and Chapter 14
Update SOPs in Support of ESF 17	Appendix Q
Update SOPs in Support of ESF HR	Appendix Q
Update Risk Sector populations and facilities in all HIVA/EAPs	Appendix C
Update Employee Contacts List	Appendix I
Update contents and changes for the EOC	Appendix K
Update Grammar and Spelling for clarity	Throughout
Automate the Table of Contents	Page 2
Added Response Conditions Chart	Page 25

In addition to the basic plan, seventeen (17) Appendices lay out the details of Mitigation, Preparedness, Response and Recovery. The basic CEMP is before you for review (*Attachment A*) and adoption meeting the State/Federal NIMS requirements. The resolution to readopt the CEMP is *Attachment B*.

The various appendices are not included with the CEMP to save on paper (jointly they exceed 800 pages), but are available to the Council for review. Some appendices are protected documents under UCA-63G-2-305 due to personnel and security contents.

Alternatives for City Council to Consider

1. Recommended Alternative:

A. Adopt by Resolution the 2017 Comprehensive Emergency Management Plan, as amended

Pros:

- a. Ensures continued National Incident Management System (NIMS) compliance. NIMS compliance is required for receipt of EMPG and disaster PA funding.
- b. Updates existing policy.
- c. Ensures the City remains in compliance with existing regulatory requirements.
- d. Ensures continued functioning of the City's emergency management program.

Cons: None.

Consequences of Selecting This Alternative: The City's CEMP is updated and PCMC continues to receive funding for the EPM through Federal grant money. The City EPM maintains standard and improved operating levels and capabilities.

2. Other Alternatives:

A. Null Alternative - Choose not to pass the resolution

Pros: None.

Cons:

- a. Will result in delay or denial of continued receipt of Federal Emergency Management Performance Grant (EMPG) funding and other assistance.
- b. Causes lapse in NIMS compliance
- c. Prevents an update to existing policy.
- d. Severely degrades PCMC's EM program and capabilities.

B. Modify the CEMP and/or Resolution

Pros: Council may choose to modify the CEMP and/or Resolution based on public or Council input.

Cons: Delay may hamper continued receipt of Federal EMPG funding and other disaster assistance.

C. Continue the Item for additional information from staff

Pros: Council may direct staff to return with additional information or modify the CEMP and/or Resolution.

Cons: May result in delay or denial of continued receipt of Federal EMPG funding and other disaster assistance.

Department Review

Emergency Management, Legal and Executive

Funding Source

Funding for the PCMC emergency management program is provided through four general fund accounts and one CIP account as approved by the City Council.

Attachments

- A. 2017 CEMP as amended
- B. A RESOLUTION ADOPTING THE PARK CITY 2017 COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)



PARK CITY MUNICIPAL CORPORATION

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

June 2017

Re-adopted 6/15/2017

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APPENDICES (provided under separate covers)

- Appendix A. Park City Municipal Code - Emergency Management & Responsibilities
- Appendix B. State of Utah Code Annotated 1953 - Title 53 – Emergency Management Act
- Appendix C. Hazard Identification and Vulnerability Analysis Worksheets and
Emergency/Disaster Action Plans (HIVA/EAP) (Protected*)
- Appendix D. Emergency Preparedness for City Facilities (Protected*)
- Appendix E. Training, Implementation and Exercise Plan
- Appendix F. Incident Command Structure (ICS)
- Appendix G. Mutual Aid Agreements
- Appendix H. Resource List and Contracts
- Appendix I. Employee Contact List (Protected*)
- Appendix J. Available FEMA Training Courses
- Appendix K. Emergency Operations Center (EOC) (Protected*)
- Appendix L. Emergency Support Functions (ESF) (Protected*)
- Appendix M. Community Preparedness Information and Plan
- Appendix N. Acronyms and Glossary
- Appendix O. Form and Log Templates
- Appendix P. Emergency Manager (EM) Notification Procedure
- Appendix Q. Standard Operating Procedures (SOP) in Support of ESF (Protected*)

* Some parts or all of these appendices are Private or Protected pursuant to UCA-63G-2-305 for Personnel and Security



Resolution No. XX-2017

**A RESOLUTION ADOPTING THE PARK CITY COMPREHENSIVE
EMERGENCY MANAGEMENT PLAN (CEMP)**

WHEREAS, the purpose of the CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system, in order to return the community to its normal state of affairs; and

WHEREAS, this plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources; and

WHEREAS, on February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS) and the directive also requires Federal Departments and agencies to make adoption of the NIMS by State, Tribal and local organizations a condition for Federal preparedness assistance beginning in Federal FY 2005; and

WHEREAS, certain State and Federal disaster reimbursements require local jurisdictions to adopt and train in a CEMP, NIMS and Incident Command Systems (ICS); and

WHEREAS, certain Federal grant programs now require an adopted CEMP; and

WHEREAS, the City Manager and the Emergency Management Group (EMG) have reviewed the updated Comprehensive Emergency Management Plan with all of its attachments as periodically amended by the EMG and recommends adoption by the City Council; and

WHEREAS, the City Council deems it in the best interest of Park City Municipal Corporation to formally adopt them;

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

SECTION 1. ADOPTION. The Comprehensive Emergency Management Plan, dated June, 2017 attached hereto, along with all appendices and compendiums as periodically amended by the City Manager, are hereby adopted, to replace any and all others previously adopted. Any amendments approved by the City Manager shall be effective for not more than one year unless ratified by the City Council.

adoption. **SECTION 2. EFFECTIVE DATE.** This Resolution shall take effect upon

PASSED AND ADOPTED this 15th day of June, 2017

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney



Resolution No. 23-07

**A RESOLUTION ADOPTING THE USE OF THE NATIONAL INCIDENT
MANAGEMENT SYSTEM (NIMS)**

WHEREAS, natural and man-made disasters may occur in any part of Park City, and;

WHEREAS, Utah State Code Title 63, State Affairs in General, Chapter 5a, Disaster Response and Recovery outlines authority, and;

WHEREAS, Park City is responsible to respond to emergency incidents as well as disasters with local responders, i.e. Law Enforcement, Fire, Emergency Medical Services, Public Services, and other such departments and divisions that might be required, and;

WHEREAS, City departments may be called to respond to and/or assist in response and/or recovery from the effects of emergency incidents and disasters, and;

WHEREAS, Park City is committed to achieving a system that will provide a consistent approach for local, state and federal governments to work effectively and efficiently together to prevent, prepare for, respond to and recover from domestic emergency and disaster incidents, regardless of cause, size or complexity, and;

WHEREAS, The Homeland Security Presidential Directive (HSPD-5) requires federal departments and local jurisdictions to adopt the National Incident Management Systems (NIMS), and;

WHEREAS, in times of disaster, local and state agencies work closely with federal agencies, and;

WHEREAS, NIMS provides a consistent nationwide template for all agencies to work together to prevent, prepare for, respond to and recover from all hazards, and;

WHEREAS, as a condition for federal preparedness assistance, beginning in federal Fiscal Year 2005, local organizations are mandated by HSPD-5 to adopt NIMS as the model for incident management in times of disaster;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Park City, Utah as follows:

SECTION 1. ADOPTION. Park City Municipal Corporation hereby adopts the National Incident Management System (NIMS) to be used by all City departments in response to all incidents and/or disasters within Park City.

SECTION 2. EFFECTIVE DATE. This resolution shall take effect upon adoption.

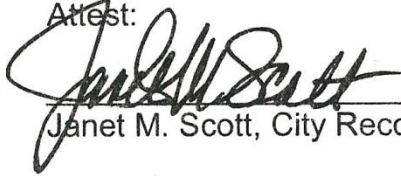
PASSED AND ADOPTED by the City Council this 9th day of August, 2007.

PARK CITY MUNICIPAL CORPORATION



Mayor Dana Williams

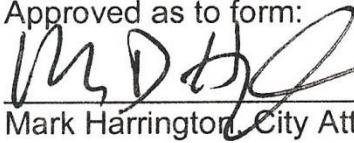
Attest:



Janet M. Scott, City Recorder



Approved as to form:



Mark Harrington, City Attorney

**Park City Municipal Corporation
Comprehensive Emergency Management Plan**

Record of Changes

Pursuant to Resolution XX-17, the City Manager may approve amendments to the Comprehensive Emergency Management Plan (CEMP), which shall remain in effect for up to one year or until permanently ratified by the City Council.

Nature of Changes	Date of Change	Pages Affected	City Manager's Signature
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PARK CITY MUNICIPAL CORPORATION

COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

PURPOSE

The purpose of the Park City Comprehensive Emergency Management Plan (CEMP) is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system in order to return the community to its normal state of affairs.

This plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources.

CONCEPT & PRINCIPALS

On February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS). This plan utilizes the tenants of NIMS, including the Incident Command System (ICS), as the basis for operations and to the level the various tenants apply to local government. In adopting this CEMP, Park City Municipal Corporation also adopts NIMS and ICS as required in HSPD-5.

It is the responsibility of Park City government to undertake comprehensive emergency management planning in order to protect life and property from the effect of an event prompted by natural or man-made occurrences. Local government has the primary responsibility of emergency management activities. When the emergency exceeds the local government's capabilities to respond, assistance will be requested from Summit County, and then the State of Utah. The Federal Government will provide assistance to the State when appropriate.

This plan is based upon the concept that the emergency functions for City departments, functions or groups will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases.

Day-to-day functions that do not contribute directly to the emergency response or operations may be suspended for the duration of the incident. The efforts that would normally be required for those functions will be redirected to accomplish the emergency response tasks.

A CEMP should be concerned with all types of emergency situations. It is more than an operational plan and it accounts for activities before, during and after the emergency operations. While the City has a plan as outlined herein, we realize that we may not have adequate resources to carry out all phases of the plan depending on the size and type of a specific emergency or disaster. The following are the four phases of a CEMP:

Phases of Emergency Management

1. Mitigation: Mitigation activities are those that eliminate or reduce the probability of an occurrence. Actions accomplished before an event to prevent it from causing a disaster, or to reduce its effects if it does, save the most lives, prevent the most damage, and are the most cost effective. City departments will enforce all public safety mandates including land use management and building codes; and recommend to governing bodies legislation required to improve the emergency readiness of the City. These activities also include long-term efforts that lessen the undesirable effects of unavoidable hazards.
2. Preparedness: Preparedness activities develop the response capabilities needed if an emergency arises. Preparedness consists of almost any pre-disaster action that is assured to improve the safety or effectiveness of disaster response. Preparedness consists of those activities that have the potential to save lives, lessen property damage, and increase individual and community control over the subsequent disaster response. Emergency/Disaster Action Plans spell out the scope of activities required for community response. Departments/agencies shall ensure that employees are trained to implement emergency and disaster procedures and instructions. Departments/agencies shall validate their level of emergency readiness through internal drills and participation in exercises selected by the Emergency Program Manager (EPM). Other government jurisdictions within and outside the city boundaries shall also participate in these exercises. Exercise results shall be documented and used in a continuous planning effort to improve the city's emergency readiness posture. In addition to the ongoing training and education of City employees and elected officials in the CEMP, local citizens and businesses shall also be educated on their responsibilities in preparing for an emergency.
3. Response: Response is the actual provision of services during the incident or crisis. These activities help reduce casualties and damage and speeds recovery from the incident. The active use of resources to address the immediate and short-term effects of an emergency or disaster constitutes the response phase and is the focus of department/agency Emergency/Disaster Action Plans. They include emergency and short-term medical care, return of vital life-support systems to minimum operating conditions, mass communications, evacuations and initial damage assessment. When any department/agency within the city receives information about a potential emergency or disaster, it will conduct an initial assessment, determine the need to alert others, and set in motion appropriate actions to reduce risk and potential impacts. Emergency response activities will be described in department/agency Emergency/Disaster Action Plans and may involve activating the Emergency Operations Center (EOC) for coordination and support of the Incident Command System (ICS). Departments/agencies will strive to provide support to warning and emergency public information, save lives and property, supply basic human needs, maintain or restore essential services, and protect vital resources and the environment.

4. Recovery: Recovery is both a short-term and long-term process. They involve detailed damage assessments, complete restoration of vital life-support systems, financial assistance, and long-term medical care. There is no definite point at which response ends and recovery begins. However, generally speaking, most recovery efforts will occur after the emergency organization is deactivated and departments/agencies have returned to pre-disaster operation, and will be integrated with day-to-day functions. The recovery period is also an opportune time to institute mitigation measures, particularly those related to the recent incident. Examples of recovery actions would be: provision of temporary housing and food, restoration of non-vital government services, and reconstruction of damaged areas.

OBJECTIVES CONTAINED WITHIN THE CEMP

1. Defines clearly the roles and responsibilities of key members of City staff, City departments or functions and elected officials, in order to mitigate, prepare for, respond to, and recover from the effects of any major emergency or disaster.
2. Establishes and defines roles and responsibilities within NIMS and ICS, as required by law.
3. Ensures that essential City services are maintained during an emergency or disaster.
4. Outlines the cooperative efforts between the City, the County, other governmental subdivisions and the State in response to an emergency or disaster.
5. Provides the necessary Mitigation, Preparedness, Response, Recovery, Mutual Aid, Action Plans, Hazard Identification, Risk Assessment, Emergency Support Functions, Resource Lists, Contact Lists and documents in appendices and compendiums to accomplish the activities laid out in this CEMP.

CHAPTER 1 – Authority

Emergency Authority

A compendium of existing local and state legislation pertaining to emergency management and authority are shown in Appendices A and B.

Mayor

Statutory Authority

The Mayor, as outlined in City Code 2-2-3, shall be the chief executive of the City. He/she shall be recognized as the head of the City government for all ceremonial and legal purposes, and he/she shall execute and authenticate legal instruments requiring his/her signature as such official. Further, the Mayor has emergency powers as set out in UCA 53-2a-205. The Mayor heads the Emergency Policy Council.

Proclamation of Local Emergency

In the event of or threat of, as disaster, attack, internal disturbance, natural phenomenon, or technological hazard, the Mayor may proclaim a state of “Local Emergency” under UCA 53-2a-208.

Appointment of Special Police

Under City Code 2-4-12C, the Mayor may upon any emergency, riot, pestilence, invasion, or at any time he shall deem necessary for the peace, good order or health of the City, order the Chief of Police to appoint special policemen for a specified time.

City Council

Emergency Ordinances

Emergency ordinances, as outlined in City Code 2-3-7C, may be enacted by City Council for the preservation of public property, health, peace or safety. Further, the City Council may authorize expenditures for an emergency in excess of the budget as outlined in UCA 10-6-129.

Emergency Interim Successors

The City Council and Mayor shall annually set out Emergency Interim Successors for Local Officers as set out in UCA 53-2a-807 (see also Continuity of Government Operations - Succession of Command).

City Manager

Statutory Authority

The City Manager is the Chief Administrative Officer of the City as defined in City Code 2-4-1 and will administer all affairs of the City as directed in City Code 2-4-3 A through M. In

the absence of the Mayor, the City Manager may proclaim a state of “Local Emergency” as provided for in City Code and UCA 53-2a-203.

Administrative Authority

The City Manager or his/her designee or successor, as Chief Administrative Officer shall administer all emergency or disaster operations as outlined in the CEMP, including but not limited to EOC Operations Commander, Unified Commander (UC), Area Commander (AC) and/or Incident Commander (IC).

City Attorney

Statutory Authority

The City Attorney shall be the legal representative of the City and he shall advise the Mayor and Council and City officials in matters relating to their official powers and duties and perform such other duties as the Mayor and Council may prescribe by ordinance, resolution or otherwise as outlined in City Code 2-4-10 .

Chief of Police/Deputy Fire Marshal

Statutory Authority

The Chief of Police shall direct the police department in the enforcement of all the laws of the City and all statutes of the State of Utah applicable to the City as outlined in City Code 2-4-12, 6-3-6 and 11-9-2, including evacuation orders. The Chief of Police shall also serve as the City’s Deputy Fire Marshal.

Emergency Program Manager

Administrative Authority

The Emergency Program Manager (EPM), also sometimes known as the Emergency Manager (EM) is hereby appointed by the City Manager to act as the City’s designated manager to be involved in all areas of emergency management for the City. His or her responsibilities include; the keeping of the CEMP with all of its appendices (which must be updated annually); establishing and maintaining the City’s state and federal NIMS compliance in the FEMA database; Emergency Operations Center (EOC) manager; establishes, maintains and participates in the training of all City staff in emergency preparedness and response; helps set City building preparedness and response to building specific emergencies; identifies and analyzes potential hazards to the community and the City’s response; liaison to the Summit County Emergency Manager and Region 2 of the Utah Division of Emergency Management; participates in individual incidents as a coordinator and review officer and in conjunction with the Community and Public Affairs Manager sets up citizen and business emergency preparedness programs. The EPM works with a policy and review body called the Emergency Management Group (EMG). The City Manager may reassign the responsibilities of EPM at any time with or without cause.

Community Engagement Manager

Administrative Authority

The Community Engagement Manager is hereby appointed by the City Manager to act as the City's designated Public Information Officer (PIO). The City Manager may reassign the responsibilities of the PIO at any time with or without cause.

Chief Building Official/Chief Fire Official

Statutory Authority

The Chief Building Official shall be responsible for the enforcement of the building codes, and all other such codes as adopted by the City and as outlined in City Code 6-1-2, 6-3-6, 11-2-2, 11-2-3 and 11-9-1.

CHAPTER 2 – Organization

Departments within the City will have emergency functions in addition to their normal duties. Each department is responsible for developing and maintaining its own emergency management procedures with assistance from the Emergency Manager and in concert with the CEMP. Departments will prepare plans, forms, documents and procedures to carry out their missions as outlined in the CEMP. Specific responsibilities for some departments may be outlined within the plan and/or in the appendix sections.

Emergency Management Group (EMG)

An Emergency Management Group (EMG) has been established to assist in the preparation of the CEMP, make periodic reviews and amendments, provide assistance and direction to the Emergency Program Manager (EPM) and assist departments with their components and implementation of the CEMP. The EPM is Chair of this group and the Police Chief is the Vice-Chair.

The Emergency Management Group (EMG) members are:

1. City Manager – Operations Commander
2. Assistant City Manager
3. Emergency Program Manager (EPM) - Chair
4. Community Engagement Manager (PIO)
5. Information Technology Director
6. Chief of Police – Vice Chair
7. City Attorney
8. Public Works Director
9. Chief Building Official
10. City Engineer
11. Outside Agency and other members (as decided by the City Manager)

The Committee will ensure that emergency policies, activities, and resources, are coordinated among the City departments. On no less than an annual basis, the EPM will hold an EMG policy review meeting; make necessary CEMP amendments and a training session for the Committee members and the elected City officials.

The EPM will also facilitate on at least a bi-annual basis a City wide emergency response field training exercise or table top training exercise to evaluate this plan, its components and the individual department's emergency management procedures.

Departmental Emergency Management

Under the direction of each City department manager or designee, each department will educate its employees on the CEMP and how it impacts their department, including individual and department roles and responsibilities, specific facility action plans and they will conduct regular training to meet the requirements of the CEMP. Further, training in the ICS will be conducted at all levels, including the need to complete tasks while under the supervision of an

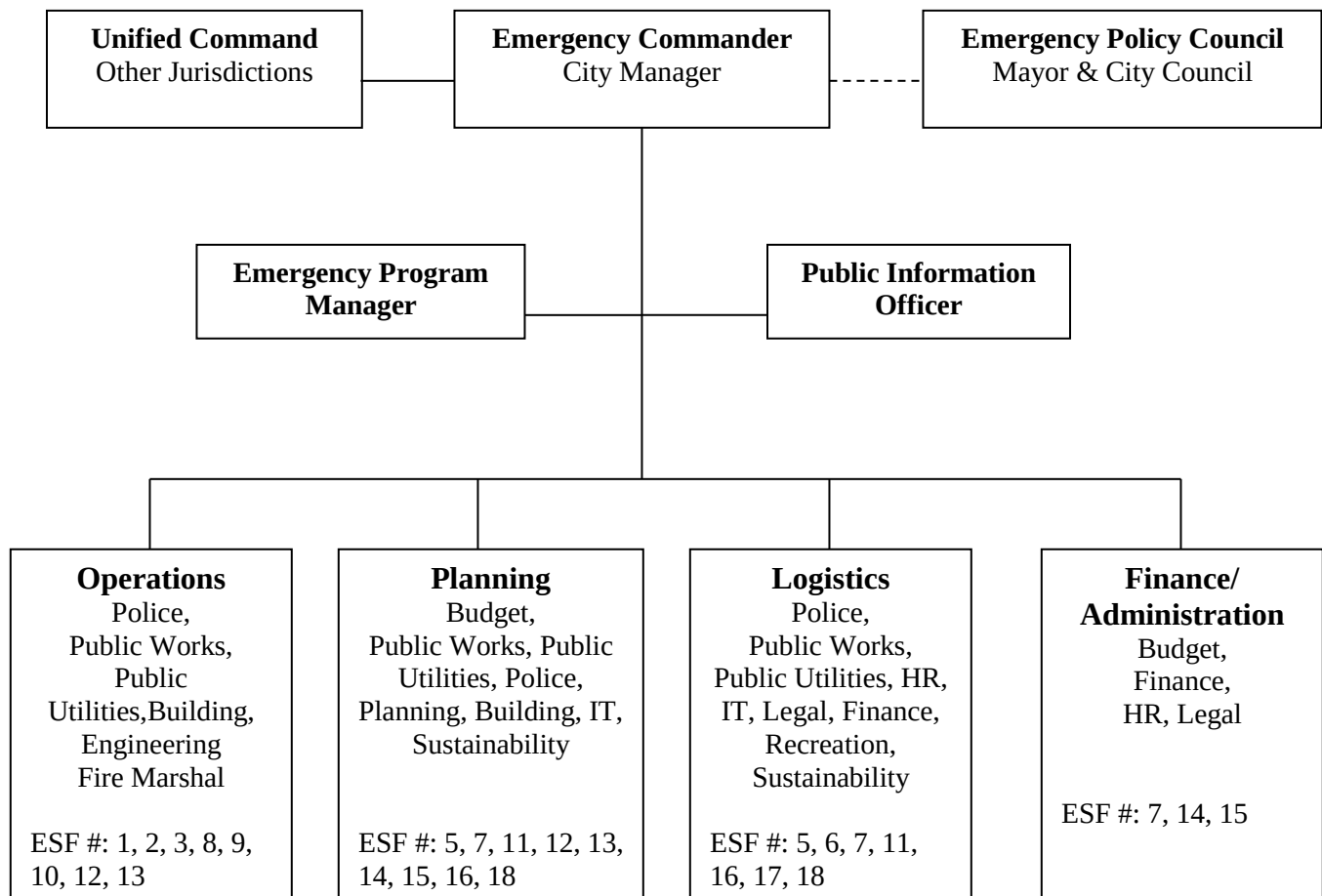
Incident Commander who may not be a regular supervisor. An outline of FEMA training required for various line and supervisory levels of City staff are outlined in Appendix E and F.

Direction and Control

The final responsibility for all emergency management belongs to the City Manager, a member of the Emergency Management Group (EMG) and Operations Commander. The EMG is responsible for all policy level recommendations and changes. The City Council shall adopt by resolution the CEMP and the federal NIMS, including all appendices and compendiums that encompass the total plan as periodically amended by the EMG. During response operations, elected official(s) will be available to, interact with constituents and forward community concerns, provide emergency policy direction, enact emergency legislation, provide for funding and provide designated public information in conjunction with the Public Information Officer (PIO) and/or other duties as agreed upon with the Operations Commander

The EPM has responsibility for coordinating the entire emergency plan and response program, and makes all routine decisions for this committee. During emergency operations, the EPM ensures that the policy and coordination of all groups are working in concerted, supportive effort to overcome the emergency.

CEMP Organizational Chart



Continuity of Government Operations

Succession of Command

1. The line of succession of the City Manager as the Operations Commander is to the Assistant City Manager, the Chief of Police and then to the Emergency Manager. In the event the Emergency Manager assumes the Operations Commander position, he/she will be replaced by a trained Acting Emergency Manager.

The line of succession of the City Manager for his/her position as City Manager, i.e. appointment of an Acting City Manager, is to the Assistant City Manager, the City Attorney and then the Chief of Police. An Acting City Manager may not serve as Emergency Manager or Acting Emergency Manager at the same time.

2. The line of succession of each City department is according to the operating procedures established by each department and should be no less than three deep.
3. The line of succession of the Mayor is to the Mayor Pro Tempore, to the Alternate Mayor Pro Tempore and then to the most senior member of the City Council.
4. The line of succession of the City Council shall be governed by Park City Municipal Code 2-2-9. In the event a majority of Council members are unavailable or unable to fill vacancies by appointment, then emergency interim succession is pursuant to UCA 53-2a-807.

Preservation of Records

1. In order to develop after-action reports, all messages and logs will be maintained and submitted to the EPM immediately after deactivating emergency operations.
2. Documentation of emergency response actions is required for the following:
 - a. Accounting/reimbursement
 - b. Response action improvement
 - c. Possible legal action

Administrative Items

Emergency Authority

1. A compendium of existing state legislation pertaining to emergency management are shown in Appendix A and B.

Mutual Aid/Automatic Aid

1. Should local government resources prove to be inadequate during an emergency operation, requests will be made for assistance from other local jurisdictions and higher levels of government according to existing or emergency negotiated mutual aid/automatic aid agreements and memorandums of understanding entered

into by duly authorized officials and will be formalized in writing whenever possible. See Appendix G.

Consumer Protection

1. Consumer complaints pertaining to alleged unfair or illegal business practices will be referred to the State Attorney General's Consumer Protection Division.

Accounting for Resources, Costs and Losses

In an emergency, proper accounting of costs and losses is required for insurance or federal disaster assistance reimbursements. Care should be taken to include all direct and indirect costs. Park City will use accounting methods in accordance with federal guidelines. The required documentation will be forwarded to appropriate state and federal agencies.

Incident Command System (ICS)

The Incident Command System is one of the key organizational systems of the National Incident Command System (NIMS). The ICS provides overall management at the incident site. The Incident Commander develops a management structure based on the needs of the incident. All appropriate elected officials, department heads, managers, supervisors and line personnel shall be trained in the ICS. See Appendices E and F.

Plan Development and Maintenance

If a plan is to be effective, its contents must be known and understood by those who are responsible for its implementation. The Emergency Program Manager (EPM) and members of the Emergency Management Group (EMG) will brief appropriate public/private sector officials in emergency management operations of this plan in particular.

The plan shall be updated at least once every year. Training for all employees and elected officials shall be ongoing.

CHAPTER 3 – Procedures and Operations

Emergency Levels

During an emergency situation, a timely and well-documented system of assessing the damage experienced or expected is crucial for determining appropriate response actions, alleviating victim suffering and hardship, managing resources effectively, and planning future hazard mitigation activities.

When carrying out the Comprehensive Emergency Management Plan, the transition from normal operations to emergency operation must be orderly. To achieve unified response operations, it is important that all departments have a common definition and status of emergencies. These defined levels of an emergency provide a transition from normal operating posture to full alert and provide for coordination with other agencies. When responding to emergencies, the following apply:

Level III: NO OUTSIDE ASSISTANCE NECESSARY

An emergency that poses a threat to life, property, or the environment and where ample local resources exist. The responding department(s) handles the incident with on-duty resources and notifies the City Manager or his/her designee via department notification protocols.

Level II: ENHANCED RESPONSE REQUIRED

An emergency of a greater hazard, which poses a threat to life, property, or the environment, and requires coordination between more than one City department. Park City personnel handle the emergency with City resources, mutual aid, and resource sharing. Once a Level II emergency is in effect, any request for assistance or resources from the on scene Incident Commander will take precedence over other daily activities. Incident Commanders responding to Level II emergencies will notify the City Manager or his designee via department notification protocols. If needed, request for EOC activation may be made by responding Incident Commander(s), involved department chiefs or department heads, the City Manager, or the Emergency Program Manager.

Level I: MAJOR INCIDENT

An emergency involving a catastrophic incident. The incident may result from a natural or man-made disaster such as earthquake, flood, fire, terrorism, etc. The incident may result in an immediate threat to persons, property, or the environment and requires the resources of the entire City, including government, private, and outside assistance. The Mayor or designee may issue a formal declaration of emergency.

During response operations, responders maintain the principle of centralized control and decentralized execution. All response actions are in harmony and orchestrated by legal authority from the Emergency Operations Center.

As City departments, agencies, and non-governmental organizations progress from normal operations to an emergency posture, they go through the response conditions outlined below in accordance with the emergency level. For example, a locally-occurring Level II incident would initially require Response Condition II.

Response Conditions

Response Condition - III: NO OUTSIDE ASSISTANCE NECESSARY

1. Monitor the situation regularly.
2. Review applicable plans and Standard Operating Procedures.
3. Review the status of all equipment and supplies.
4. Notify the City Manager and key personnel.

Response Condition II: ENHANCED RESPONSE REQUIRED

1. The Emergency Operations Center may be activated as needed with partial staffing.
2. Notify City Manager and key personnel.
3. Accelerate repair or procurement of equipment and supplies on an emergency basis 24 hours a day, if necessary. Emergency procedures for procurement of supplies and equipment may be implemented.
4. Place personnel on standby status as needed.

Response Condition I: MAJOR INCIDENT

1. Place Emergency Operations Center on full staffing.
2. Bring equipment and supplies to full operational status.
3. Recall personnel as necessary.
4. Freeze supplies and resources and commit them to the emergency as needed.
5. Notify the County and the State

Incident Levels	Response Conditions		
	Response Condition III: NO OUTSIDE ASSISTANCE NECESSARY	Response Condition II: ENHANCED RESPONSE REQUIRED	Response Condition I: MAJOR INCIDENT
Level I: MAJOR INCIDENT A catastrophic incident resulting from a natural or man-made disaster such as earthquake, flood, fire, terrorism, etc. The incident may constitute an immediate threat to persons, property, or the environment, and <u>requires the resources of the entire City, including government, private, and outside assistance.</u>	1. Monitor the situation regularly. 2. Review applicable plans and Standard Operating Procedures. 3. Review the status of all equipment and supplies. 4. Notify the City Manager and key personnel. <i>NOTE: May be appropriate if Level I incident occurs at a National level, or in a neighboring State or jurisdiction.</i>	1. The Emergency Operations Center may be activated as needed with partial staffing. 2. Notify City Manager and key personnel. 3. Accelerate repair or procurement of equipment and supplies on an emergency basis 24 hours a day, if necessary. Emergency procedures for procurement of supplies and equipment may be implemented. 4. Place personnel on standby status as needed. <i>NOTE: May be appropriate if Level I incident occurs in nearby or neighboring jurisdiction, with potential for local impact.</i>	1. Place Emergency Operations Center on full staffing. 2. Bring equipment and supplies to full operational status. 3. Recall personnel as necessary. 4. Freeze supplies and resources and commit them to the emergency as needed. 5. Notify the County and the State
Level II: ENHANCED RESPONSE REQUIRED An emergency of a greater hazard, posing a threat to life, property, or the environment, and requires efforts and coordination between <u>more than one City department.</u>	1. Monitor the situation regularly. 2. Review applicable plans and Standard Operating Procedures. 3. Review the status of all equipment and supplies. 4. Notify the City Manager and key personnel. <i>NOTE: May be appropriate if Level II incident occurs in nearby or neighboring jurisdiction, with potential for local impact.</i>	1. The Emergency Operations Center may be activated as needed with partial staffing. 2. Notify City Manager and key personnel. 3. Accelerate repair or procurement of equipment and supplies on an emergency basis 24 hours a day, if necessary. Emergency procedures for procurement of supplies and equipment may be implemented. 4. Place personnel on standby status as needed.	1. Place Emergency Operations Center on full staffing. 2. Bring equipment and supplies to full operational status. 3. Recall personnel as necessary. 4. Freeze supplies and resources and commit them to the emergency as needed. 5. Notify the County and the State <i>NOTE: May be appropriate if Level II incident expands.</i>
Level III: NO OUTSIDE ASSISTANCE NECESSARY A local emergency that poses a threat to life, property, or the environment and where ample local resources exist to mitigate the effects. <u>Typically manageable by a single City department.</u>	1. Monitor the situation regularly. 2. Review applicable plans and Standard Operating Procedures. 3. Review the status of all equipment and supplies. 4. Notify the City Manager and key personnel.	1. The Emergency Operations Center (or Mobile Command Trailer) may be activated as needed with partial staffing. 2. Notify City Manager and key personnel. 3. Accelerate repair or procurement of equipment and supplies on an emergency basis 24 hours a day, if necessary. Emergency procedures for procurement of supplies and equipment may be implemented. 4. Place personnel on standby status as needed. <i>NOTE: Upgrading response condition may be appropriate if incident expands, consider upgrading to Level II incident.</i>	Not Applicable

NOTE: The above procedures are provided as an initial response guide only and shall not constrain or limit appropriate emergency actions of any responding department or agency. It is entirely possible - even likely - to move between Response Conditions and Incident Levels as an incident progresses, is managed, and is mitigated.

Declaration of Emergency

Park City is the primary responder to a disaster in the City. As such, it rapidly mobilizes resources, assesses the situation, and plans a course of action. Once the situation exceeds Park City's capability to respond, officials will first seek supplemental resources from Summit County, then the State of Utah, and finally the Federal government.

A local "emergency" may be declared by proclamation of the Mayor. In the absence of the Mayor, an interim successor, or City Manager may declare an emergency. Nothing in this section is intended to preclude the declaration of an emergency and the exercise of emergency powers as long as those actions are consistent with the requirements of declaring an emergency outlined herein.

The proclamation declaring the emergency will be filed with the City Recorder and will state four things:

- Nature of the emergency.
- Areas threatened.
- Various conditions which cause the emergency to be declared.
- Initial period of the emergency.

The declaration is kept on file with other supporting documentation to justify the disbursement of disaster assistance funds if available. See Appendix O for templates.

Emergency Operations Center (EOC)

The EOC serves as a centralized management center for emergency operations. Here, decisions are made by the EOC managers based upon information provided by the Incident Commander (IC) and other personnel. Regardless of size or process, every facility should designate an area where decision makers can gather during an emergency. Each facility must determine its requirements for an EOC based upon the functions to be performed and the number of people involved. Ideally, the EOC is a dedicated area equipped with communications equipment, reference materials, activity logs and all the tools necessary to respond quickly and appropriately to an emergency.

EOC Resources:

- Communications equipment
- A copy of the emergency management plan and EOC procedures
- Blueprints, maps, status boards
- A list of EOC personnel and descriptions of their duties
- Technical information and data for advising responders
- Building security system information
- Information and data management capabilities

- Directories
- Backup power, communications and lighting
- Emergency supplies

An EOC has been established within the Police Facility Building, 2060 Park Avenue. Those participating in the EOC will be located in secure meeting space adjacent to Police Records/Reception (the Lloyd D. Evans, Sr. Meeting Room). The Emergency Policy Council (EPC) will be located in the secure Police Facility Administrative Conference Room. The general operations of the EOC functions will be conducted within the confines of the space available at the time of activation of the EOC.

1. Secondary Emergency Operations Center. Should the primary EOC location become unavailable due to structural failure, road inaccessibility, etc., the EOC functions will be moved to the Public Works Facility or the Marsac Building, as available and appropriate. The EOC shall function at that location until such time as the primary EOC becomes operational or an alternate site is identified that can facilitate the EOC operations to a higher degree.

2. Alternate Emergency Operations Center. In the event Park City Municipal Corporation facilities (including Mobile Command) designated for use as EOC sites become unavailable or unusable, the EOC function may be moved to the Summit County EOC at the Summit County Health Department in Park City, the Summit County Search & Rescue Building in Kamas, or the Summit County Mobile Command (SCMC).

3. Authority to Activate EOC. Activation of the EOC is solely the responsibility of the City Manager, designee, or successor. The City Manager may consult with the Emergency Program Manager, Chief of Police, PIO, Public Works Director, and the Mayor in making the determination to activate the EOC; however, the final decision rests with the City Manager. In the absence of the City Manager or an immediate successor, in order to expedite the City's emergency response, the Emergency Program Manager may activate the EOC.

4. EOC Command Structure. While the EOC is functional, the City Manager will act as the EOC Commander, unless he/she relinquishes that responsibility to a designee. The City Manager will interact with the appropriate manager or managers when addressing the incident response, operations, assessment and recovery phases. Each City Department or function involved in any phase of an incident will have a management representative located within the EOC operations area, or in a location directed by the City Manager. The EPM or designee shall manage the EOC. See Appendix K.

CHAPTER 4 – Incident Response and Management

Emergency Support Functions (ESF) Concept

In order to facilitate the delivery of emergency services during a disaster, Park City has adopted the Emergency Support Function (ESF) concept found in the National Response Framework (NRF). The Emergency Support Function concept is based on the idea of designating specific emergency response tasks to the City departments and outside organizations best suited to complete the designated task. Each function has an assigned department or organization responsible for that function with other departments and organizations playing supporting roles.

ESF Overview

The tasks that may need to be performed in emergency situations have been categorized as Emergency Support Functions (ESFs) under the National Incident Management System (NIMS) and Park City's CEMP generally follows that categorization. The tasks have been grouped into 18 Emergency Support Functions. Each ESF is supported by Standard Operating Procedures (SOP) for that ESF. See ESF and SOP details in Appendices L and Q.

ESF 1 TRANSPORTATION Public Works/Transit/Fleet

Coordinate the use of transportation resources required to perform the emergency response, recovery and assistance mission.

ESF 2 COMMUNICATIONS.....Police/Information Technology

Coordinate and provide communication support, and, where necessary, establish temporary telecommunications support.

ESF 3 PUBLIC WORKS.....Public Works/Public Utilities/Building/Engineering

Assist in lifesaving or life-protection activity following a disaster. This may include technical advice and evaluation, engineering services, construction management and inspection, emergency contracting, and emergency repairs.

ESF 4 FIREFIGHTING.....Park City Fire District (PCFD)

Manage and coordinate firefighting and emergency medical activity.

ESF 5 INFORMATION MANAGEMENT.....Sustainability

Collect, process, and organize information about a potential or actual disaster or emergency. Disseminate accurate information to the public.

ESF 6 MASS CARE.....>>>>Red Cross/FEMA/GRIL

Coordinate activities involved with emergency shelter, mass feeding, bulk distribution of relief supplies for victims of disaster, and disaster welfare information.

ESF 7 RESOURCE SUPPORT.....Sustainability/Emergency Manager

Provide logistical and resource support. This includes provision of emergency relief supplies, space, office equipment, office supplies, telecommunications, contracting services, transportation services, and personnel.

ESF 8 HEALTH & MEDICAL SERVICESSummit County Health/PCFD

Provide assistance in identifying and meeting the health and medical needs of disaster victims and emergency responders.

ESF 9 URBAN SEARCH & RESCUE.....Park City Fire District (PCFD)

Provide support in locating, extricating, and treating victims if buildings are damaged or collapsed.

ESF 10 HAZARDOUS MATERIALS.....PCFD/Summit County Health

Provide support in response to actual or potential discharge and/or release of hazardous materials.

ESF 11 FOOD & WATER.....GRIL

Identify food and water needs. Identify sources of water; arrange for manpower and transportation to the disaster area and distribute as needed to responders and mass shelters.

ESF 12 UTILITIES.....Public Works/Public Utilities/Utility Companies

Assist in coordinating efforts to provide emergency power and fuel to support response operations as well as providing power and fuel to restore normal community functions.

ESF 13 LAW ENFORCEMENT.....Police

Provide sufficient resources to maintain civil order under emergency conditions.

ESF 14 LEGALCity Attorney's Office

Review local legal authorities and state statutes relating to emergency activities and advise City decision makers.

ESF 15 FINANCE MANAGEMENTFinance/Budget

Create a central management committee to oversee the emergency purchasing and reimbursement process. Maintain a disaster documentation system.

ESF 16 FACILITIES.....Building/Engineering/Building Maint/Planning

Coordinate the inspection and use of City owned/operated facilities to support disaster response and recovery operations.

ESF 17 VOLUNTEERS & DONATIONS.....GRIL/Finance & Budget

Coordinate the use of volunteers (Recreation Departments) and donated goods (Finance & Budget) in support of disaster recovery operations.

ESF 18 ANIMALS.....Summit County Animal Services

Provide for emergency evacuation, medical care, shelter food and water for domestic animals.

Departmental Roles and Responsibilities

General Responsibilities

1. General Preparedness Responsibilities

The following common responsibilities are assigned to each department listed in this plan. Further, each department shall create an internal emergency management organization and develop standard operating procedures (SOP) in accordance with the provisions of this plan. Preparation activities include:

- Establishing departmental and individual responsibilities (as indicated in this plan); identify emergency tasks.
- Working with other departments to enhance cooperation and coordination, and eliminate redundancy. Departments having shared responsibilities should work to complement each other.
- Establishing education and training programs so that each division and employee will know exactly where, when and how to respond.
- Developing site specific plans for department facilities as necessary.
- Ensuring that employee job descriptions reflect their emergency duties.
- Training staff and volunteer augmentees to perform emergency duties, tasks.
- Identifying, categorizing and inventorying all available departmental resources, including but not limited to fixed assets, personnel and contracts.
- Developing procedures for mobilizing and employing additional resources.
- Ensuring communication capabilities.

- Preparing to provide internal logistical support to department operations during the initial emergency response phase.
- Prepare Standard Operating Procedures (SOP) in support of ESF responsibilities.

2. General Response Responsibilities

The following common responsibilities are assigned to each department listed in this plan.

- Upon receipt of an alert or warning, initiate notification actions to alert employees and volunteers of assigned response duties.
- As appropriate:
 - Suspend or curtail normal business activities
 - Recall essential off-duty employees
 - Release non-essential employees
 - Evacuate departmental facilities
- As requested, augment the City's effort to warn the public through use of vehicles equipped with public address systems, sirens, radio, employees going from door to door, etc.
- Keep the Operations Commander informed of field activities, and maintain a communications link to the Incident Commander and/or EOC.
- Activate a control center to support and facilitate department response activities, maintain events log, and report information within the ICS or EOC.
- Report damages and status of critical facilities within the ICS or EOC.
- If appropriate or requested, send a representative to the EOC.
- Ensure staff members tasked to work with the EOC have the authority to commit resources and set policies.
- Coordinate with the EOC to establish protocols for interfacing with county, state, federal responders.
- Utilize only the Public Information Officer to release any information to the media.
- Submit reports to the EPM detailing departmental emergency expenditures and obligations.

Individual Responsibilities

1. Chief Administrative Officer/City Manager (Executive)

- Provide overall administration, direction and control of the emergency, damage assessment, and response operation within Park City
- Serve as a member of the Emergency Management Group (EMG)
- Command the EOC
- Coordinate with the Mayor and Emergency Policy Council
- Provide risk management reporting and city insurance program
- Provide resources (supplies, equipment, and personnel) as requested

2. Emergency Program Manager (Executive)

- Assist the City Manager with the planning, management, and control of emergency operations
- Make the Emergency Operations Center available to Park City officials for conducting overall direction/coordination of response and recovery operations. Manage and coordinate the EOC and interdepartmental operations

- c. Maintain supplies and equipment for the Emergency Operations Center.
- d. Coordinate department provision of supplies, equipment, and personnel as requested
- e. Work with the PIO and volunteer agencies to inform citizens of the actions they should take for their protection
- f. Coordinate with other departments to ensure that special needs populations receive information regarding actions taken for them to protect their life and property
- g. Conduct after-action meetings and prepare after-action reports in conjunction with the Operations Commander and/or Incident Commander(s)
- h. Additional responsibilities prior to an emergency include:
 - 1) Updating the Comprehensive Emergency Management Plan, and providing updated copies of the CEMP
 - 2) Coordinating emergency management exercises involving the City and community
 - 3) Participating in community preparedness training in conjunction with the PIO
 - 4) Coordinating the Special Needs Registry and assisting in Special Needs community planning

3. Mayor and City Council

- a. Monitor situations within their constituencies and coordinate information with City Manager or designee
- b. Mayor submits formal local Declarations of Emergency
- c. Meet formally as a City Council as necessary.
- d. Mayor or designee acts as official City spokesperson in concert with the PIO, as needed
- e. Provide emergency policy direction
- f. Issue emergency rules and proclamations that have the force of law during proclaimed emergency period
- g. Identify and allocate funds to meet disaster expenditure needs
- h. Extend or terminate Declarations of Emergency

4. Finance

- a. Perform functions in the EOC or on-scene as assigned
- b. Assist IC and/or EOC initial situation/damage reports as per field units observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Provide appraisers to assist with damage assessments
- e. Process emergency purchases/procurement
- f. Establish and maintain a system whereby incident costs are identified and accumulated for county, state and federal reimbursement
- g. Ensure payroll system setup to pay employees and contractors
- h. Coordinate financial resources
- i. Maintain records of expenditures and use of resources.
- j. In conjunction with Budget and EOC assistance, manage any Donations Programs
- k. Under the direction of the City Manager, assist with the resolution of claims and accounting for resources expended during the emergency.

5. City Attorney

- a. Provide legal advice to staff and Council
- b. Be familiar with laws governing emergency powers and advise on all related issues
- c. Review and approve as to form all emergency documents signed by the Mayor or

- designee
- d. Perform functions in the EOC as needed or assigned
- e. Act as liaison between the Emergency Policy Council and the Operations Commander

6. City Recorder (Executive)

- a. Provide safekeeping of vital records during the emergency
- b. Co-sign all emergency documents signed by the Mayor or designee
- c. Assist in logging and documenting all actions during the emergency
- d. Provide administrative support to Operations Commander

7. Police

- a. Perform functions in the EOC and/or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Augment warning system by providing siren-equipped and/or public address mobile units, and/or manpower for door-to-door warning
- e. Coordinate search and rescue and heavy rescue operations in conjunction with PCFD and SCSD as needed
- f. Maintain law and order and provide public safety activities as required
- g. Provide security for key facilities
- h. Protect property in evacuated areas
- i. Enforce orders of fire officers and implement/enforce evacuation orders, when necessary
- j. Provide law enforcement and traffic control in support of emergency actions
- k. Organizes auxiliary law enforcement personnel and commits available resources to maintain peace
- l. Coordinate City radio communication capabilities

8. Budget and Grants

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit's observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. In conjunction with Finance and EOC assistance manages any Donations Programs
- e. Provides planning, logistic and financial support to operations

9. Sustainability/Community Engagement

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit's observations and reports from the general public
- c. Provide logistical and resource support as requested, which may include, the provision of emergency relief supplies, space, office equipment, office supplies, telecommunications, contracting services, transportation services, and personnel
- d. Serves as the Public Information Officer (PIO)
- e. Under the direction of the City Manager, collects, organizes, prepares and distributes public information materials about a potential or actual disaster or emergency.
- f. Participate with the EPM in disseminating and training in citizen and business preparedness plans

- g. In conjunction with the Mayor, act as the designated contact for the news media and public
- h. Ensure that special needs populations receive information regarding actions taken for them to protect their life and property

10. Public Works/Public Utilities

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist with initial infrastructure damage assessment of horizontal construction, i.e., roads, bridges, storm sewers, etc.
- e. Provide heavy equipment to support rescue operations
- f. Provide technical information on damaged structures
- g. Provide traffic control signs and barricades
- h. Assist with the identification of evacuation routes and keep evacuation routes clear of stalled vehicles
- i. Coordinate the disposal of solid waste from congregate care facilities (shelter/mass feeding)
- j. Coordinate emergency utility support requirements with public and private utilities
- k. Operate fleet repair facility
- l. Provide for availability of motor fuels, vehicles and fuel driven equipment
- m. Provide for storage of equipment and vehicles in a safe place
- n. Provide comprehensive list of City vehicles and equipment to IC or EOC
- o. Provides for the removal of debris and maintenance of roadways
- p. Obtains additional equipment and transportation resources
- q. Establish contracts for outside services in compliance with FEMA schedules
- r. Coordinate transportation requirements for special needs agencies/individuals
- s. Provide buses for evacuations and temporary shelters
- t. Provide additional bus transportation resources
- u. Coordinate mobilization of emergency transportation services
- v. Use transportation communication links to provide damage assessment information
- w. Ensure that transportation assets meet the demands of emergency response personnel
- x. Maintain a resource list of all Park City fleet equipment and provides the EOC with updates of disaster damage to fleet
- y. Maintain fuel resources, controls and rations fuel as needed

11. Information Technology

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Maintain all communication and data systems
- e. Protect archives and necessary documents
- f. Provide supplies, equipment, and personnel as requested

12. Building/Fire Marshal/Engineering

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public

- c. Provide supplies, equipment, and personnel as requested
- e. Direct building inspectors and/or rapid assessment teams to assist with damage assessment and safety of City facilities
- f. Provide Fire Marshal services

13. Planning

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist in initial planning and ongoing planning during an emergency
- e. Organize staff to support damage assessment teams and participate in City wide damage assessment and recovery with the Building Dept
- e. Provide documents and maps to assist in response and recovery
- f. Support building and engineering in their emergency functions.

14. Human Resources

- a. Perform functions in the EOC or on-scene as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Establish an employee call back system
- e. Establish a system to check on employee's families and communicate that information
- f. Assist with employee needs at work and with their families
- g. Track man power requests and needs and assist with obtaining outside staffing

15. GRIL [for the purpose of this document, “GRIL” refers to the Golf, Recreation, Ice and Library departments working jointly]

- a. Perform functions in the EOC or on-scene, as assigned
- b. Provide IC and/or EOC initial situation/damage reports as per field unit observations and reports from the general public
- c. Provide supplies, equipment, and personnel as requested
- d. Assist with the assessment of human needs during and after a disaster
- e. Obtain and supply food and water to city and emergency staff
- f. Coordinate with the Red Cross and other agencies as necessary to provide emergency programs for basic human needs, to include reception centers, shelters, and mass feeding at City-designated shelters
- g. Provide assistance in the registration of people at congregate care facilities (shelter/mass feeding)
- h. Work in close concert with Red Cross and others in activation and operation of short term, and longer-term shelters/disaster centers
- i. With assistance from the EOC, manage Volunteer Programs
- j. Provide facilities for emergency shelter, food, and water distribution points, child care facilities as needed
- k. Provide receiving and distribution sites and assist with the delivery of goods

CHAPTER 5 – Damage Assessment and Recovery

Damage Assessment and Analysis Information

1. Accurate damage assessment information must be obtained by Park City at the earliest possible time in order to:
 - a. Evaluate the impact on the population and socioeconomic system of Park City and its ability to respond and recover.
 - b. Assist the Governor with determining local and state level of contribution to the recovery effort.
 - c. Allow the State Coordination Officer and the Federal Emergency Management Agency Regional Director to determine the kinds and quantities of disaster assistance to be provided by the state and federal government, if appropriate.
 - d. Document the need for supplementary federal assistance under a Presidential ‘Emergency’ or ‘Major Disaster’ Declaration.
 - e. Notify insurers of damaged/destroyed property.

Damage Assessment and Reporting

1. Initial Damage Assessment. The nature and magnitude of a disaster will determine how quickly a complete Initial Damage Assessment can be conducted. Widespread debris, washed out bridges, inundated roads, and unsafe buildings are a few of the problems that can delay the assessment. Immediately after the occurrence of a disaster, it is important to get a preliminary assessment of the extent and magnitude of the damage. The Planning Department will assist in this function.

2. Damage Assessment Forms. During the response and recovery phases of a disaster, it is vital that the State Coordinating Officer and the Governor have accurate damage, cost and socioeconomic impact information available in summary form. This will determine how best to supplement the action taken by Park City and whether federal assistance is required. See Appendix O.

3. City Manager. It is the responsibility of the City Manager or his/her designee to coordinate with City and County elected officials to determine a systematic, unified course of action. The following items should be covered:

- Outline the extent (geographic area) and magnitude (severity) of the damage.
- Assess the socioeconomic impact on the City.
- Discuss the need for requesting outside assistance, the nature of such assistance and implications of accepting aid.
- Specify the geographic areas and damage categories, which need to be examined in greater detail.

4. Department Managers. It is the responsibility of department directors to oversee the gathering of damage assessment information in accordance with the assigned departmental duties. To assure accurate and efficient collection of data, department heads must take the following actions:

- Designate assessment teams of two or three people with specific areas of expertise.
- Assign the team to a specific geographic area or category of damage.

- Brief team members to ensure uniformity and understanding of damage categories, community impact, costs, reporting, procedures, etc.
- Identify damage sites by map location and street address. Roads and bridges should be listed by pre-assigned Utah State Department of Transportation numbers. Maps and photo identifications of damage sites will aid in conducting future surveys and on-site assessments.
- Provide each team with supplies to effectively perform the assessments (maps, cameras, list of property owners and locations). Have teams take photographs of damage sites and attach brief descriptions detailing vital information and describing the damage.
- Establish a deadline for gathering information so it can be summarized and presented to the governing body.
- Gather and maintain supporting documentation (invoices, contracts, expenditure records) for costs incurred in emergency response and mitigation work. Copies of emergency expenditure records should be maintained and attached to each damage site file.

Incident Reporting

1. Description and Purpose. Situation Reports should be made to continually update disaster status information. The information provided in the initial and subsequent Situation Reports should outline a sequential record of actions taken from the point of first response through restoration activities. The degree of detail will vary with the type and severity of the events.

2. Content and Format. Situation Reports contain specific data and answer the following basic questions:

- a. Location and nature of damage.
- b. Description of the categories and degree of damage.
- c. Socioeconomic impact on the community.
- d. Response actions being taken by local government.
- e. Form of supplemental state and federal assistance requested.
- f. Public assistance and individual assistance for the community.

Reports and Record Keeping

1. A number of prescribed documents, reports and records must be executed and maintained during disaster operations. These ensure prompt and coordinated state and federal disaster response and maximize financial assistance.

2. Once an emergency is declared an ‘**Emergency**’ or ‘**Major Disaster**’ by the President of the United States, the federal disaster assistance programs may be made available to the state and its designated political subdivision. The Federal Emergency Management Agency is responsible for coordinating and administering all federal disaster relief programs through the Region VIII office. Subsequent to a presidential declaration, the Federal Coordinating Officer will establish a field office in the disaster area to administer disaster relief programs according to Public Law 93-288, the Robert T. Stafford Disaster Relief and Emergency Assistance, and the Code of Federal Regulations, Title 44, Part 206.

3. An accurate record system maintained separately from normal day-to-day operations

should be established immediately at the onset of the emergency. All recipients of state and federal monies must maintain adequate disbursement and accounting records of costs incurred for approved disaster work.

4. One of the main responsibilities of Park City officials involved in disaster operations will be the preparation and maintenance of all required documents, reports and records. The Governor's Authorized Representative is responsible for the execution of all necessary documents on behalf of the State of Utah for state and federal disaster assistance including certifying any applications for public assistance. In addition, the Governor's Authorized Representative will provide guidance and assistance to Park City officials involved in the preparation and maintenance of their required reports and records.

5. All contracts subject to FEMA Public Assistance (PA) must follow the **Procurement Guidance as found in Title 44 of the [Code of Federal Regulations Part 13.36](#)** and established Park City Purchasing Policies.

END

Attachment B



Resolution No. 16-2017

**A RESOLUTION ADOPTING THE PARK CITY COMPREHENSIVE
EMERGENCY MANAGEMENT PLAN (CEMP)**

WHEREAS, the purpose of the CEMP is to develop a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency or disaster, preserve life, respond during emergencies, provide necessary assistance, and establish a recovery system, in order to return the community to its normal state of affairs; and

WHEREAS, this plan attempts to define clearly the roles and responsibilities of each department and function within the City organization by providing guidance in accomplishing the objectives of this plan with lists of guidelines, plans, assessments and resources; and

WHEREAS, on February 28, 2003, the President issued Homeland Security Presidential Directive (HSPD) - 5 *Management of Domestic Incidents*, which directs the Secretary of Homeland Security to develop and administer a National Incident Management System (NIMS) and the directive also requires Federal Departments and agencies to make adoption of the NIMS by State, Tribal and local organizations a condition for Federal preparedness assistance beginning in Federal FY 2005; and

WHEREAS, certain State and Federal disaster reimbursements require local jurisdictions to adopt and train in a CEMP, NIMS and Incident Command Systems (ICS); and

WHEREAS, certain Federal grant programs now require an adopted CEMP; and

WHEREAS, the City Manager and the Emergency Management Group (EMG) have reviewed the updated Comprehensive Emergency Management Plan with all of its attachments as periodically amended by the EMG and recommends adoption by the City Council; and

WHEREAS, the City Council deems it in the best interest of Park City Municipal Corporation to formally adopt them;

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

SECTION 1. ADOPTION. The Comprehensive Emergency Management Plan, dated June, 2017 attached hereto, along with all appendices and compendiums as periodically amended by the City Manager, are hereby adopted, to replace any and all others previously adopted. Any amendments approved by the City Manager shall be effective for not more than one year unless ratified by the City Council.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 15th day of June, 2017

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

The Disaster Mitigation and Cost Recovery Act of 2000 was signed into law on October 30, 2000. The Act required all jurisdictions to be covered by a Pre-Disaster Hazard Mitigation Plan in order to be eligible for Federal Emergency Management Agency (FEMA) pre-disaster and post-disaster mitigation grant funds. Mountainland Association of Governments (MAG) prepared its original plan in 2004 for all the member cities and counties, which encompass Summit, Wasatch, and Utah counties. The plan was last approved by the Utah Division of Emergency Management (UEMA) and FEMA Region 8 and adopted by the City Council in September of 2011 (Resolution 24-11).

The 2017 Plan consists of nine parts and covers the three member counties and their cities. The plan can be reviewed in its entirety at the MAG [website](#).

Respectfully:

Hugh Daniels,



City Council Staff Report

Subject: Resolution Adopting the 2017 Mountainland Association of Governments Pre-Disaster Hazard Mitigation Plan
Author: Hugh Daniels, CEM, UCEM, Emergency Program Manager
J. Mike McComb, Emergency Management Intern
Department: Executive
Date: June 15, 2017
Type of Item: Administrative

Summary Recommendation

Staff recommends that the City Council review the 2017 Mountainland Association of Governments (MAG) Pre-Disaster Hazard Mitigation Plan, hold a public hearing and adopt by resolution the 2017 MAG Pre-Disaster Hazard Mitigation Plan in compliance with Disaster Mitigation and Cost Recovery Act of 2000.

Executive Summary

The Disaster Mitigation and Cost Recovery Act of 2000 was signed into law on October 30, 2000. The Act required all jurisdictions to be covered by a Pre-Disaster Hazard Mitigation Plan in order to be eligible for Federal Emergency Management Agency (FEMA) pre-disaster and post-disaster mitigation grant funds. Mountainland Association of Governments (MAG) prepared its original plan in 2004 for all the member cities and counties, which encompass Summit, Wasatch, and Utah counties. The plan was last approved by the Utah Division of Emergency Management (UEMA) and FEMA Region 8 and adopted by the City Council in September of 2011 (Resolution 24-11).

The 2017 Plan consists of nine parts and covers the three member counties and their cities. The plan can be reviewed in its entirety at the MAG [website](#).

Acronyms

MAG	Mountainland Association of Governments
FEMA	Federal Emergency Management Agency
PCMC	Park City Municipal Corporation
UDEM	Utah Department of Emergency Management

The Problem

The 2017 Pre-Disaster Hazard Mitigation Plan accurately describes some of the potential disasters and their effects on Summit County and Park City. While not all-inclusive, it meets the requirements under the federal law. Every year FEMA has provided grant opportunities under the Pre-Disaster Mitigation Grant program. Further, after a Presidentially-declared disaster such as Utah's 2017 spring flooding in Box Elder and Cache County, additional grant funds are available for mitigation projects.

Neither of these grant opportunities are available without an approved and adopted Pre-Disaster Mitigation Plan.

Background

As required by federal law, the plan must be updated every five years and be re-approved and adopted by all of the parties. The 2017 plan has been completed by MAG with the participation of Park City Municipal Corporation (PCMC) Executive, Engineering, Public Works, Planning, Building, and Legal departments. The Plan has been approved by the State of Utah and FEMA Region 8 and now requires local adoption for the City to be eligible for certain federal grants.

<u>Date</u>	<u>Item</u>
Sept. 29, 2011	<u>Resolution 24-11 Passed and Adopted</u>
April 1, 2017	<u>2017 MAG Pre-Disaster Hazard Mitigation Plan</u>

Alternatives for City Council to Consider

1. Recommended Alternative:

A. Adopt by Resolution the 2017 MAG Pre-Disaster Hazard Mitigation Plan

Pros:

- a. Meets FEMA requirements for local adoption, in order for the City to be eligible for certain federal grants.
- b. Ensures the City remains better prepared to respond to local emergencies by using the latest readiness plans and materials available.
- c. Continues the City's existing partnership within the Mountainland Association of Governments.

Cons: None.

Consequences of Selecting This Alternative: The City's readiness to prepare, mitigate and respond to emergencies is improved.

2. Other Alternatives:

A. Null Alternative - Choose not to pass the resolution

Pros: None.

Cons:

- a. Will result in delay or denial of continued receipt of Federal grant funding and other assistance.
- b. Prevents an update to existing mitigation plans.
- c. Reduces quality of PCMC's mitigation program and capabilities.

B. Modify the Resolution

Pros: The Council may choose to make modifications to the Resolution

Cons: Delay may hamper continued receipt of Federal funding and other assistance.

C. Continue the Item for additional information from staff

Pros: Council may give direction to staff for modifications or changes in the Plan and/or Resolution.

Cons:

- a. May result in delay or denial of continued receipt of Federal funding and other assistance.
- b. Any changes in the Plan itself will require the participation of MAG, UDEM and FEMA Region 8

D. Do Nothing:

Same results as Null Alternative.

Department Review

Emergency Management, Legal and Executive

Funding Source

Not applicable

Attachments

- A. Resolution adopting the 2017 Mountainland Association of Governments (MAG) Pre-Disaster Hazard Mitigation Plan

Attachment A



Resolution No. 17-2017

A RESOLUTION ADOPTING THE 2017 MOUNTAINLAND ASSOCIATION OF GOVERNMENTS PRE-DISASTER HAZARD MITIGATION PLAN AS REQUIRED BY THE FEDERAL DISASTER MITIGATION AND COST REDUCTION ACT OF 2000

WHEREAS, President William J. Clinton signed H.R. 707, the *Disaster Mitigation and Cost Reduction Act of 2000*, into law on October 30, 2000; and

WHEREAS, the Disaster Mitigation Act of 2000 requires all jurisdictions to be covered by a Pre-Disaster Hazard Mitigation Plan to be eligible for Federal Emergency Management Agency pre-disaster and post-disaster mitigation funds; and

WHEREAS, Park City Municipal Corporation adopted with Resolution 24-11 the 2011 Mountainland Association of Governments Pre-disaster Hazard Mitigation Plan; and

WHEREAS, Mountainland Association of Governments (MAG) has been contracted by the State of Utah to prepare an updated Pre-Disaster Mitigation Plan as required by Federal Law covering all of the jurisdictions in the MAG Area; and

WHEREAS, Mountainland Association of Governments Pre-Disaster Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Park City from the impacts of future hazards and disasters; and

WHEREAS adoption by Park City Municipal Corporation demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Mountainland Pre-Disaster Hazard Mitigation Plan; and

WHEREAS, Park City Municipal Corporation is within the MAG Area; and

WHEREAS, the Park City Council is concerned about mitigating potential losses from natural disasters before they occur; and

WHEREAS, the plan identifies potential hazards, potential losses and potential mitigation measures to limit losses; and

WHEREAS, the Park City Council has determined that it would be in the best interest of the community as a whole to adopt the 2017 Pre-Disaster Hazard Mitigation Plan as it pertains to the City;

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

Section 1. Adoption. The referenced "[2017 Mountainland Association of Governments Pre-Disaster Mitigation Plan](#)" are hereby adopted, to replace any and all others previously adopted, to meet the requirements of the Disaster Mitigation and Cost Reduction Act of 2000.

Section 2. Effective Date. This Resolution shall take effective upon adoption.

PASSED AND ADOPTED this 15th day of June, 2017.

PARK CITY MUNICIPAL CORPORATION

Mayor Jack Thomas

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

Staff recommends that the City Council considers leasing approximately 231 square feet of City property located to the east of (behind) 562 Main Street to Fletcher's so that the restaurant can provide Outdoor Dining services from the date of approval through October 31, 2017.

Respectfully:

Ashley Scarff,



City Council Staff Report

Subject: Fletcher's Outdoor Dining - 2017
Author: Ashley Scarff, Planning Technician
Louis Rodriguez, Planning Analyst II
Department: Planning
Date: 15 June 2017
Type of Item: Administrative

Executive Summary

Staff recommends that the City Council considers leasing approximately 231 square feet of City property located to the east of (behind) 562 Main Street to Fletcher's so that the restaurant can provide Outdoor Dining services from the date of approval through October 31, 2017.

Topic/Description

Fletcher's Restaurant at 562 Main Street has been providing Outdoor Dining services within a 231 square foot area of City property that lies behind their building since the summer of 2015, when City Council approved a lease agreement for this purpose (refer to Exhibit A, Site Photo). Steve Demarest, owner of Fletcher's, would like to continue leasing the same area from the City and utilizing it in the same manner during the summer months. Despite not being located within the right-of-way, the lease would be executed and conditioned in a similar manner as those used for the Street Dining on Main program, with the same program period running from May 1st – October 31st. Staff requests that the City Council review the rental rate, sample lease, and operating conditions for 2017, and authorizes the Mayor to sign the lease agreement, which is in a form approved by the City Attorney.

Background

Land Management Code (LMC) §15-2.6-12(B) allows Outdoor Dining on "leased public property" as an Administrative Conditional Use Permit (CUP). Fletcher's Restaurant applied for and received an Administrative CUP and requested leasing City property for the purpose of Outdoor Dining in the spring/summer of 2015. City Council approved a lease and rental rate for the 231 sf. area on June 25, 2015, which was used the lease and rental rates approved for the Street Dining on Main program.

In 2015, the City began charging parking fees for the Street Dining on Main program that were based on the Parking Department's Fiscal Year 2014 (FY14) estimated loss of \$1,525 in revenue per one (1) parking space measuring 20 linear feet (20'). Council directed staff to institute an escalating fee schedule that increases by ten percent (10%) each year, i.e., in 2015 the City charged 60% of the estimated value of one (1) parking space; in 2016, the City charged 70%; in 2017, the City charged 80%, etc. The yearly

increase will continue through 2019, when the rental rate will reach 100% of the FY14 estimated value of one (1) parking space (\$1,525).

Year	Rental Fee (per one space)	Percent of \$1,525
2015	\$915.00	60%
2016	\$1,067.50	70%
2017	\$1,220.00	80%
2018	\$1,372.50	90%
2019	\$1,525.00	100%

Even though the 231 sf. area of City property behind Fletcher's is not typically used for parking purposes, Council chose to apply the same rental fee calculation used for participating restaurants of the Street Dining on Main program, who utilize usable parking spaces with their on-street dining decks. Hypothetically, if Fletcher's placed a standard dining deck on Main Street, its maximum length would equal the width of the front façade of the building at 27 feet (27')—27' equals 1.35 parking spaces at 20 linear feet per space. In addition, Council decided to charge the restaurant a one-time capital cost of \$1,000 since Fletcher's does not have to make the same upfront deck construction and installation investment as other participating restaurants (they simply install outdoor furniture within the subject area).

Year	Initial Capital Cost	(Hypothetical) Deck Length	Rental Fee	Percent of \$1,525
2015	\$1,000.00	27 feet (1.35 spaces)	\$1,235.25	60%
2016	-	27 feet (1.35 spaces)	\$1,441.13	70%
2017	-	27 feet (1.35 spaces)	\$1,647.00	80%

Despite Council direction and approval on June 25, 2015, a 2015 lease was never executed with the owner, and rental and business license fees were never paid. In 2016, the restaurant once again conducted Outdoor Dining services on City property, but Council did not approve or execute a lease, and rental and business license fees were never paid. Staff has drafted a lease for 2017 (Exhibit B) that includes language requiring the payment of past rent from 2015 and 2016, as well as current rent for 2017, prior to installation of the dining area this season. The property owner requested an invoice during the spring of 2017 when he became aware that they had not paid in 2015 and 2016. This comes to \$2,235.25 owed for 2015; \$1,441.13 owed for 2016; and \$1,647.00 owed for 2017, based on Council's June 25, 2015 direction. Staff sent an invoice on June 6, 2017 for the amount of \$3,676.38.

Analysis

Staff recommends permitting, leasing, and charging for Outdoor Dining on City property at Fletcher's in the same manner as participating restaurants of the Street Dining on Main program, as directed by City Council. Fletcher's may conduct Outdoor Dining services from May 1st – October 30th of each year provided that City Council approves the leasing of City property and authorizes the Mayor to sign an updated lease (refer to Exhibit B Lease and C, Operational Restrictions).

Administrative Conditional Use Permit

An Administrative CUP was granted on July 9, 2015 for the outdoor dining. Administrative CUPs do not have an expiration date and run with the land. The City Council may dictate how long this area is used since they are using City Property for Outdoor Dining. Currently, 562 Main Street has an active Administrative CUP for Outdoor Dining in the subject area. Therefore, in order to participate in the program, they need to enter into a lease agreement with the City for the use of City property, and follow all Operation Restrictions found in Exhibit C. Staff does not find any issues that cannot be properly mitigated via the submitted Administrative CUP for Outdoor Dining, other than having the business owner secure the lease agreement with the City and pay all past and current due rental and business license fees.

Department Review

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

Alternatives

A. Approve:

The City Council may approve the Fletcher's Outdoor Dining proposal for 2017 and the proposed lease agreement as presented; or

B. Deny:

The City Council may deny the Fletcher's Outdoor Dining proposal for 2017 by choosing not to enter into a lease agreement, and provide direction to end Outdoor Dining on City property to the east of 562 Main Street; or

C. Modify:

The City Council may provide direction to City staff regarding Fletcher's Outdoor Dining proposal for 2017 and review the proposed lease agreement AND modify the proposed language; or

D. Continue the item:

The City Council may continue the item to another date to allow City staff to return with additional information and discussion.

E. Do Nothing:

The City Council may do nothing which would be the same as alternative B. Denial.

Significant Impacts

Staff finds that there will be no significant impacts from allowing an Outdoor Dining use within the proposed area of City property, and have received no complaints associated with the use in past seasons.

Funding Source

Not applicable.

Consequences of not taking the recommended action

The City Council may deny the request, which would prevent the 231 sf of City property from being leased to Fletcher's, and the restaurant could not conduct Outdoor Dining services in that area.

Recommendation

Staff requests that the City Council reviews the rental rate, sample lease, and operating conditions for 2017, and authorizes the Mayor to sign the lease agreement, which is in a form approved by the City Attorney.

Exhibits

Exhibit A – Site Photo

Exhibit B – Proposed Lease Agreement

Exhibit C – Outdoor Dining Operational Restrictions

Exhibit D – June 25, 2015, City Council Staff Report, Exhibits, and Minutes



OUTDOOR DINING LEASE

This LEASE AGREEMENT is made and executed this ____ day of _____, 2017, by and between Park City Municipal Corporation, a municipal corporation and political subdivision of the state of Utah ("Park City") and _____, located at _____, Park City, Utah ("Tenant").

RECITALS

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

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

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

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

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

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

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

TERMS & CONDITIONS OF LEASE

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

1. **PROPERTY.** The property affected by this lease is generally described as the street area directly behind the Tenant's building located at 562 Main Street, and more specifically described in site plan Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Premises"). The length of the outdoor dining area may not exceed nineteen feet (19') along the rear part of the building and shall not extend more than fifteen feet three inches (15'-3") which totals 231 square feet.

2. RENT. Rent for 2017 shall be prorated based on an annual rent of One Thousand Six Hundred Forty Seven dollars (\$1,647) which is calculated as 80% of the annual rate of Two Thousand Fifty Eight and Seventy Five cents (2,058.75). This rent may be prorated based upon initial installation and final removal dates; however the rent reduction shall not exceed one (1) month. Payment is due prior to installation and any prorated amount due upon removal shall be refunded by the City. Tenant shall be solely responsible for payment of any and all costs associated with Tenant's performance under this lease, including but not limited to City rent, additional business licensing fees, insurance, sales taxes and other expenses.

3. PAST RENT: Past rent is due prior to installation of the 2017 dining area. Total amount for past rent is Three Thousand Six Hundred Seventy Six dollars and Thirty Eight cents (\$3,676.38). Calculation is as follows:

Year	2015	2016	
Initial Capital Cost	\$1,000.00		
Annual Rent	\$1,235.25	\$1,441.13	
Total	\$2,235.25	\$1,441.13	
Amount Previously Paid	-	-	
Past Amount Owed			\$3,676.38

4. TERM. The term of this Agreement shall commence on May 1, 2017 and shall terminate on October 30, 2017 unless terminated earlier as provided herein. The Premises may only be utilized for a six (6) month period commencing on May 1st and terminating on October 30, 2017.

5. USE OF PREMISES. Tenant may use the Premises only for outdoor dining services in a manner consistent with Section 15-2.6-12(B) (1) of the Park City Land Management Code and the terms of this Agreement. While this agreement is in place, the applicant will not be able to request to participate in the Street Dining on Main program requesting to use parking spaces on Main Street to accommodate a street dining deck. From installation until removed, dining area will serve lunch and dinner seven (7) days a week. Service (beginning at 8 AM) is not precluded by this paragraph with approval of the Planning Department. 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 One Million Dollars (\$1,000,000) per combined single limit per occurrence and Two Million Dollars (\$2,000,000) per aggregate for personal injury, bodily injury and property damage. Park City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be noncontributory. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

9. HOLD HARMLESS. Tenant covenants and agrees to defend, indemnify, hold Park City harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant'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, utility, the structure may be removed or damaged by response teams at the cost of the owner.

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

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

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

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

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

Executed the day and year first above written.

Tenant:

By:

Its:

ACKNOWLEDGMENT

STATE OF UTAH)

) ss.

COUNTY OF SUMMIT)

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

Notary Public

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Attest:

Approved as to form:

Michelle Kellogg, City Recorder

City Attorney's Office

Exhibit C

Outdoor Dining on City Property - Operational Restrictions

Outdoor Dining may be allowed on City property by the Planning Department upon issuance of an Outdoor Dining Administrative Conditional Use Permit. Outdoor Dining is permitted on City property beginning May 1st, and shall terminate on October 30th of each year. 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 outdoor dining area. 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 outdoor dining application. This will include all tables, chairs, umbrellas, etc.

Design Standards:

1. Size. Outdoor dining area shall be limited to the linear frontage a building has on Main Street. Each outdoor dining area 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 area:
 - If the proposed dining area is for a restaurant that does not have direct access at street level.
 - If the proposed dining area is for a business with existing outdoor dining space and the expansion of such is deemed excessive.
 - If the proposed dining area 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 area as well as impacts of traffic and public safety concerns. A recommendation will be given to the City Council for final review and approval.
3. Hours of Operation. The dining area shall be utilized for dining and shall serve lunch and dinner seven (7) days a week for the duration that the dining is on the Property of Park City. Lunch service shall start no later than 12 p.m. (noon). **Service (beginning at 8 AM) is not precluded by this paragraph with approval of the Planning Department.**

4. Advertising. Additional signing or advertising beyond what is allowed by the Park City Sign Code is prohibited.
5. 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.
6. Umbrellas. Umbrellas must be free standing and are prohibited from extending beyond the dining area. Any umbrellas shall be affixed permanently to the dining area as required by the International Building Code requirements (including fire standards) and shall not create any public hazard.
7. Lighting. No additional electric lighting is permitted, including exterior building lighting.
8. 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.
9. 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.
10. Duration. Street dining is permitted from May 1st, and shall terminate on October 30th, each year.
11. Health & Safety. The Use shall not violate the Summit County Health Code, the Fire Code, or International Building Code.
12. Music. The use of outdoor speakers and music is prohibited.
13. Maintenance. The dining area shall be clean and maintained in a neat and orderly fashion.
14. 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 areas may be stored outdoors on-site during the off-season.
15. Removal. Dining area shall be completely removed from the property of Park City prior to the end of business day October 30. If the outdoor dining structures are not removed as required, the City will remove the structures at cost to compensate for the employees and equipment needed to complete the task.
16. Utilities. Access to utilities shall not be hindered by the structures. No outdoor dining area 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.
17. Insurance Requirement. The tenant shall carry a policy of liability insurance in an amount of at least \$1 million per combined single limit per occurrence and \$2 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.

18. Violations. The dining area shall be in compliance with 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: 562 Main Street, Outdoor Dining
Author: Francisco J. Astorga, Senior Planner
Department: Planning
Date: June 25, 2015
Type of Item: Administrative

Summary Recommendations:

Consider approving a lease of City property for outdoor dining for Fletcher's Restaurant located at 562 Main Street so that they can have on outdoor dining.

Executive Summary:

Fletcher's Restaurant, at 562 Main Street, requests to utilize 231 square feet of City property for outdoor dining.

Topic/Description:

Steve Demarest, owner of Fletcher's Restaurant, proposes to accommodate outdoor dining on Swede Alley adjacent to their building on the newly renovated Bear Bench Alley plaza. The proposed outdoor dining is requested during the spring, summer, and fall. The proposed outdoor dining area is on the backside of the Fletcher's restaurant on Swede Alley and would be approximately 231 square feet as shown on Exhibit A.

Acronyms in this Report:

ADA Americans with Disabilities Act
UDABC Utah Department of Alcohol Beverage Control

Background:

Section 15-2.6-12 of the Land Management Code allows Outdoor Dining on "leased public property" as an Administrative Conditional Use Permit.

Analysis:

Any seasonal lease the City enters would: regulate the time and duration of the use, provide for consistency in look and materials, ensure the aesthetic value of the Historic District by preventing visual clutter, prevent conflicts with Special Events/Master Festival Licenses, mitigate for conflicting uses in the public right-of-way, ensure for clean sidewalks, and provide an ongoing monitoring mechanism and revocation provision for failure to comply with regulation.

Staff has prepared a draft lease template that would be executed with the applicant prior to approving the outdoor dining (Exhibit B). At this time, staff has made a preliminary determination that the applicant's request meets the outdoor dining Administrative Conditional Use Permit as described in Land Management Code § 15-2.6-12:

- a) *The proposed seating Area is located on private Property or leased public Property and does not diminish parking or landscaping. **Complies as mitigated and Discussion Requested***

The proposed outdoor dining area is within proposed leased public property. Per a recent City Council direction regarding this possible use of space, the City received Main Street outdoor dining comparisons to charge the applicant for the appropriate amount of rent of the space. The City had a reputable commercial realtor assist in finding out outdoor dining spaces and was provided this information below:

The most recent leases on Main Street have ranged from \$45/SF to \$60/SF for street level spaces for Base Rent with the triple net fees being in addition to the Base Rent.

Since the dining area is at the rear of the building I feel the rent should be at the lower end of the range with no charges for triple net fees. The rent should also be adjusted for the percent of the year that outdoor dining is feasible.

Here is how I would calculate the rent:

231 square feet multiplied by the annual rate per square foot, \$45/SF would be \$10,395. Assuming the outdoor space would be used 4 months of the year the lease rate would be 33% of the annual rent. 33% of \$10,395 would be \$3,340.

If the outdoor dining season is to be consistent with the Street Dining on Main program, May 1 to October 30, the outdoor dining season would be a total of six (6) months with a rent of **\$5,197.50** (\$866.25 per month) for the identified space of 231 square feet.

The applicant feels that the amount is too high based on the rent paid by the Street Dining on Main and Sidewalk Dining program participants. The average Street Dining on Main deck area for this year is 211.6 square feet, with includes structural members. The subject site, Fletcher's, has a street frontage along Main Street of twenty-seven feet (27'), therefore, should they have participated in the Street Dining on Main program, their hypothetical deck would be approximately 243 square feet (9'x27'), assuming that the rest of the Street Dining on Main criteria would be complied with. Hypothetically, if Fletcher's would have applied to participate on the Street Dining on Main Street program, and would have been approved by the City, they would have paid \$1,235.25 for the six (6) month season.

The prominent difference, however, between participating in the Street Dining on Main program and the proposed outdoor dining space at Fletcher's, is the actual location of the outdoor dining space as street dining decks are located on Main Street City Right-of-Way normally used for parking. The Fletcher's area is not used for parking. Also, the Main Street restaurant owners have to take care of their initial costs associated with building their street dining deck and have to take care any other costs associated by yearly maintenance, etc. In the case of Fletcher's, subject

restaurant, all they would have to do is provide their furniture (tables and chairs) and any applicable delineation required by the Utah Department of Alcohol Beverage Control (UDABC) , as their proposed space was already built and improved by the City.

The current Street Dining on Main fee was calculated from the actual revenue estimated for 2015, based on actuals from 2014 and the lengthening of Main Street metered hours currently in place, which is \$1,525 per space for the period of May through October. Because the Main Street improvements are scheduled to be completed in 2019 the City Council decided to charge them 60% of the rent this year (\$915 per 20 linear feet, an estimated parked vehicle), 70% in 2016, 80% in 2017, and so on. The entire parking fee is based on the revenue that the City is not making should there be a vehicle parked in that place.

In 2008 the following establishments submitted applications to do a five (5) year sidewalk dining:

- Eating Establishment, 317 Main Street
- The Main Street Deli, 525 Main Street
- Uptown Fare, located at 227 Main Street
- Bistro 412, located at 412 Main Street
- Java Cow Café & Bakery, 402 Main Street
- Main Street Pizza & Noodle, 530 Main Street

The Sustainability Department handled these requests. The following language was incorporated in in their lease agreements regarding rent as nothing was collected by the City:

RENT. Annual rent is hereby waived in exchange for other indirect and intangible benefits provided to the City. Tenant shall be solely responsible for payment of any and all costs associated with Tenant's performance under this lease, including but not limited to City additional business licensing fees, insurance, sales taxes and other expenses.

Of the six (6) restaurants approved with sidewalk dining in 2008, three (3) of them currently participate in the Street Dining on Main program.

Fee Recommendation

Staff recommends charging the applicant the fee consisting of \$5,197.50 for the six (6) month period, based on \$45 a square foot, May thru October season, as indicated in this staff report with a discount to mimic the street dining decks, i.e., 60% of the rent this year (\$3,118.50), 70% in 2016, 80% in 2017, and so on. The final lease amount is to be determined by the City Council in a form approved by the City Attorney. The final cost of the lease may affect the owner's decision to move forward with their plans to have outdoor dining at Fletcher's.

Possible Area Expansion

Regarding the subject area, the City is currently reviewing an expansion of the 231 square feet towards the East, Swede Alley. The area was limited to by the planned location of bicycle racks to be located near this area and a walkway needed to and from the Gallery Mall site. Should the City, be able to locate another location in the newly designed bear bench alley plaza, staff recommends a possible expansion of the requested outdoor dining area.

- b) *The proposed seating Area does not impede pedestrian circulation.* **Complies as mitigated.**

The proposed outdoor dining area is designing not to impede pedestrian circulation from the general area of the Galleria Mall, north of the site, towards the newly renovated Bear Bench pedestrian alley from Swede Alley to Main Street. The City is also incorporating bicycle racks near the proposed outdoor dining area with the appropriate clearance at all times to comply with ADA access.

- c) *The proposed seating Area does not impede emergency Access or circulation.* **Complies.**

Due to the temporary nature of the outdoor dining, emergency access vehicles will have the ability to access the building to service any emergency if necessary.

- d) *The proposed furniture is Compatible with the Streetscape.* **Complies as conditioned.**

The proposed furniture shall be compatible with the streetscape and it will complement the historic structure.

- e) *No music or noise is in excess of the City Noise Ordinance, Title 6.* **Complies as conditioned.**

The use shall be in compliance of the City Noise Ordinance.

- f) *No Use after 10:00 p.m.* **Complies as conditioned.**

The outdoor dining shall not be permitted after 10:00 p.m.

- g) *Review of the Restaurant's seating capacity to determine appropriate mitigation measures in the event of increased parking demand.* **Complies as mitigated.**

Based on the size of the propose outdoor dining area, being limited to approximately 231 square feet, Staff does not find that the restaurant's seating capacity would drastically increase parking demand. The applicant will have to provide to staff a

review of the restaurant's seating capacity showing that the seating capacity does not exceed the parking demand.

The Administrative Conditional Use Permit does not have an expiration date, and runs with the land, or until City Council provides direction to not allow use of City property for outdoor dining. Staff recommends a timeline that extends from May 1 thru October 30, to match the Street Dining on Main program timeline. Staff recommends placing a one (1) year approval through the lease being reviewed by City Council to be renewed each year, also similar to the Street Dining on Main program.

Department Review:

The Building, Planning, Engineering, Sustainability, and Legal Departments have reviewed the outdoor dining request and have provided comments on the drafted language of the lease.

Alternatives:

A. Approve:

Provide direction to approve the requested Outdoor Dining on City property; and approve the lease for outdoor dining for Fletcher's Restaurant as presented; or

B. Deny:

Provide direction to deny the requested Outdoor Dining on City property; or

C. Modify:

Provide direction to approve the requested Outdoor Dining on City property, but modify the lease language and provide direction to approve the lease as amended; or

D. Continue the Item:

Continue the hearing for more information or discussion; or

E. Do Nothing:

Not taking any action, providing direction, or requesting more information or discussion would have a similar effect as denying the request.

Significant Impacts:

	World Class Multi-Seasonal Resort Destination (Economic Impact)	Preserving & Enhancing the Natural Environment (Environmental Impact)	An Inclusive Community of Diverse Economic & Cultural Opportunities (Social Equity Impact)	Responsive, Cutting-Edge & Effective Government
Which Desired Outcomes might the Recommended Action Impact?	(+/-) Balance between tourism and local quality of life (+/-) Varied and extensive event offerings (+/-) Unique and diverse businesses (+/-) Accessibility during peak seasonal times		(+/-) Preserved and celebrated history; protected National Historic District (+/-) Shared use of Main Street by locals and visitors (+/-) Community gathering spaces and places	(+/-) Fiscally and legally sound (+/-) Well-maintained assets and infrastructure
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Very Positive 	Neutral 	Very Positive 	Positive 
Comments: This program is very unique in that it may utilizes the shoulder season to bring more people to Main Street. 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. . The City's goals include the desire to strengthen the pedestrian experience along Main Street; and the City recognizes the desire of many visitors and residents to dine outdoors along historic Main Street;				

Funding Source:

Not applicable.

Consequences of not taking the recommended action:

The applicant would not be able to use the City property for outdoor dining.

Recommendation:

Consider approving a lease of City property for outdoor dining for Fletcher's Restaurant located at 562 Main Street so that they can have on outdoor dining.

Exhibits

Exhibit A – Outdoor Dining Area, Site Plan & Photograph

Exhibit B – Draft Lease

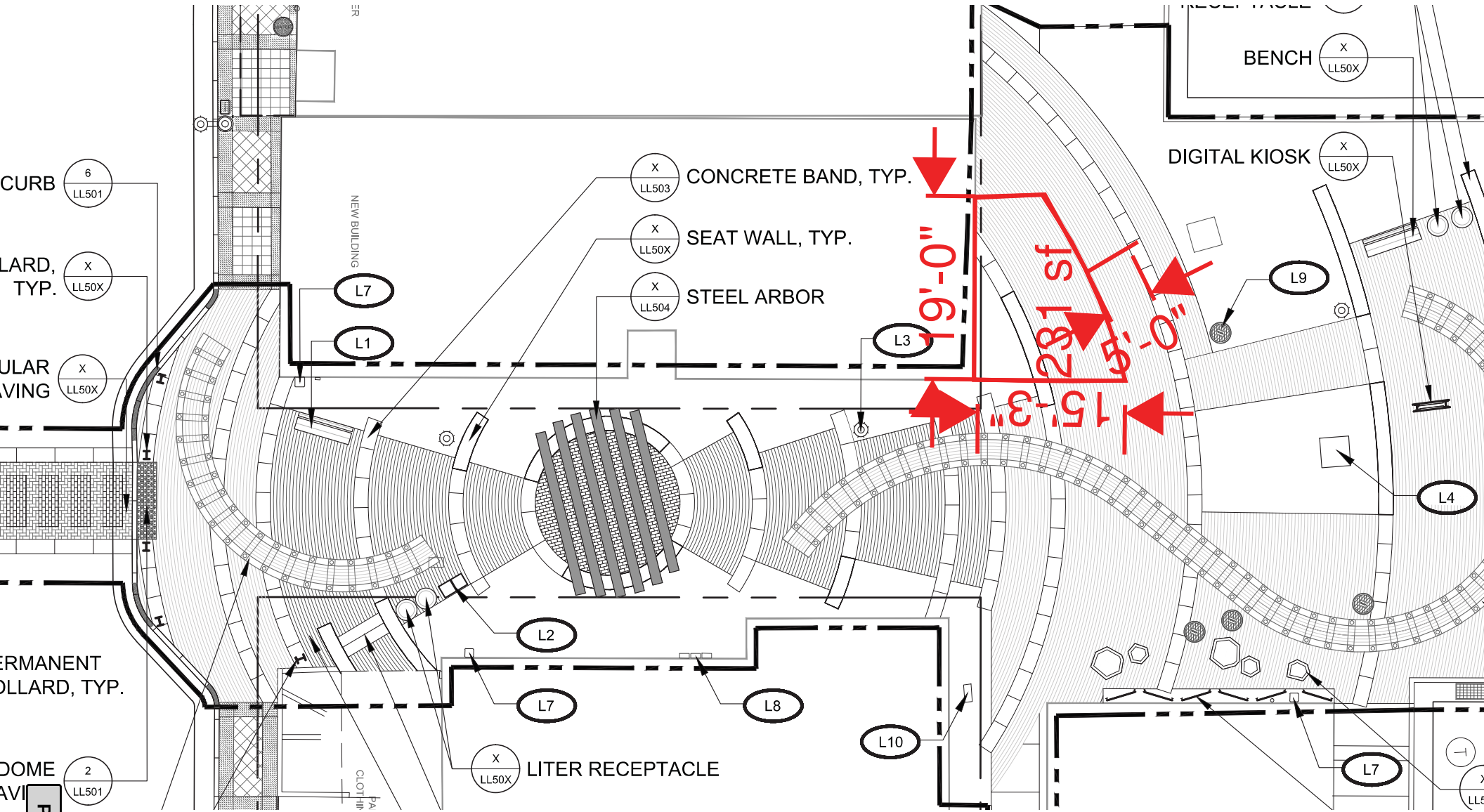




Exhibit B

OUTDOOR DINING LEASE

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

RECITALS

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

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

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

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

WHEREAS, the City's 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 behind the Tenant's building located at 562 Main Street, and more specifically described in site plan Exhibit A, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Premises"). The length of the outdoor dining area may not exceed nineteen feet (19') along the rear part of the building and shall not extend more than fifteen feet three inches (15'-3").

2. **RENT.** Annual rent is for the use of the outdoor dining area is Five Thousand One Hundred and Ninety Seven dollars (\$5,197). This rent may be prorated based upon initial installation and final removal dates. Payment is due prior to installation and any prorated amount due upon removal shall be refunded by the City. Tenant shall be

solely responsible for payment of any and all costs associated with Tenant's performance under this lease, including but not limited to City rent, additional business licensing fees, insurance, sales taxes and other expenses.

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

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

4. MAIN STREET IMPROVEMENTS. If at any time the outdoor dining needs to be removed due to maintenance/construction related to Main Street improvements the City will give provide the outdoor dining business owner a minimum of 72 hours to have their outdoor dining removed. The City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue.

5. USE OF PREMISES. Tenant may use the Premises only for outdoor dining services in a manner consistent with Section 15-2.6-12(B)(1) of the Park City Land Management Code and the terms of this Agreement. While this agreement is in place, the applicant will not be able to request to participate in the Street Dining on Main program requesting to use parking spaces on Main Street to accommodate a street dining deck. Park City makes no representations regarding the premises and Tenant accepts the premises "as is."

6. IMPROVEMENTS TO THE PREMISES. Tenant shall not make any improvements to the Premises without first obtaining Park City's written consent. Any improvements approved by Park City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted.

7. SIGNS. No signs shall be permitted on the Premises except as specifically approved by the Park City Municipal Corporation Planning Department pursuant to the Park City Sign Code and/or Tenant's Master Sign Plan.

8. **INSURANCE.** Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least Two Million Dollars (\$2,000,000) per combined single limit per occurrence and Three Million Dollars (\$3,000,000) per aggregate for personal injury, bodily injury and property damage. Park City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Park City's and Park City's insurance shall be noncontributory. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Park City on or before the lease commencement date, and maintained continuously during the term of the lease. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Park City. Park City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act in behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Park City for liability or allegations arising out of the Tenant's use of the Premises.

9. **HOLD HARMLESS.** Tenant covenants and agrees to defend, indemnify, hold Park City harmless from all claims, loss damage, injury or liability (hereafter "Liability") resulting from Tenant'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, utility, the structure may be removed or damaged by response teams at the cost of the owner.

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

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

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

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

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

Executed the day and year first above written.

Tenant:

By:

Its:

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

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

Notary Public

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Attest:

Approved as to form:

Marcy Heil, City Recorder

City Attorney's Office

Hugh Daniels and Kurt Simister, deputy fire marshal, spoke to the wildfire season and possibility of adopting a fire restriction ordinance. Daniels states since last week they haven't seen much change in the weather, but that fuels have continued to dry with the heat. He states forecasts show the high will continue through the next week, no storms are predicted and temperatures look to be higher than normal. Daniels states he and his team are required to make an educated guess and evaluate conditions, and they unanimously find current conditions to be hazardous; however, there is some disagreement as to the level of risk to Park City this year. Staff feels risks are high enough to move forward with a restriction, but Chief Hewitt does not. Chief Carpenter feels we should not take an unnecessary risk in allowing fireworks. Simister states the best time to do tests are during the heat of the day, between 3 - 6 pm, and that his tests show rapid burning and feels it's time to do a ban. Daniels says Staff recommends Council pass the ordinance.

Mayor Thomas opened the public hearing. No comments were made. Mayor Thomas closed the public hearing.

Council member Simpson feels if there are hazardous conditions, we should do all we can to prevent risks. Council member Henney agrees with Simpson and that we should take steps to protect the built environment. Council member Matsumoto agrees that fuels have continued to dry out over the past week and that it is unsettling to know fires could be started. Mayor Thomas states the consequences of fire would be devastating despite the likelihood and we should take steps to prevent them.

Council member Matsumoto moved to approve a possible ordinance prohibiting open fires and restricting the use of fireworks as amended with the effective date of June 25th, 2015
Council member Simpson seconded
Approved unanimously

2. Consideration of a Lease Agreement on City Property for Outdoor Dining by Fletcher's Restaurant Located at 562 Main Street.

Francisco Astorga and Steve Demirist, owner of Fletcher's, spoke to the outdoor dining conditional use permit for public property on 562 Main Street. Astorga states the area is 231 square feet towards the rear of the property. He mentions there is sufficient space for the bike rack and walkway which Sustainability wishes to implement. After studying comparables, the recommended rent came in at \$45 per square foot, \$866/mo. This lease would be a successive rent schedule due to Main Street improvements and other impacts. So this year the City would only charge 60% of the total annual rent, the next year 70%, and so on.

Demirist states this would be an alternative to a dining deck and can fit six tables in the back area of his restaurant. He explains this move for him would not be a great financial gain, but is more of a move to draw attention to Swede Alley.

Mayor Thomas opened the public hearing. Mike Sweeney states he doesn't understand the proposed price per square foot based on what he and others charge for open space. Feels more analysis should be done to compare apples to apples and not apples to oranges.

Council member Beerman agrees with Sweeney and feels the numbers are high for outside space. He explains these base numbers are high in that figures are usually based on a year-round schedule that includes busy periods such as Sundance. Council member Matsumoto is in favor of having the tables and agrees the \$45 per square foot price is high, is in favor of looking at a lower base price. She doesn't feel this space is comparable to dining decks and doesn't agree with a graduated fee schedule. She also states she doesn't know how there would be enough room for bike racks, tables and a walkway. Council member Henney says the dining deck number in the packet provides a good baseline figure, and with an amortized capital improvement amount factored in, reflecting the improvement by the city on Fletcher's behalf, that would be a solid figure to use. Council member Peek agrees with Henney's capital improvement assessment; he also questions the stairway he sees in the picture that goes to the adjacent building that looks to be blocking the Swede Alley right of way. Council member Simpson states the dining decks are required to serve lunch seven days a week, which is not what Fletcher's has in mind, and therefore she feels this situation is not comparable to dining decks. She feels a fair price is more along the lines of \$30 per square foot and that Council should come up with a fairer amount. Council member Henney feels there are similarities to the dining deck argument here in that it provides vibrancy and is not sure how Council would arrive at a fair price but that we need a simple fix.

Astorga states his guesstimate is \$1700 per season based on a 10-year life span for dining decks. Mayor Thomas suggests a price of around \$25 to \$30 per square foot. Council member Beerman suggests \$30, to which Council member Matsumoto agrees. Council member Peek agrees with that price and suggests Staff review it after 12 months. Demirist asks that the required numbers on the insurance be adjusted from \$2 million per occurrence and \$3 million per aggregate to \$1 million per incident and \$2 aggregate, to which Astorga says Staff is OK with lowering.

Council member Simpson moved to approve consideration of a lease agreement on city property for outdoor dining by Fletcher's Restaurant located at 562 Main Street with direction to Staff to set the rental rate similar to the dining decks of \$1235 per season adding \$1000 towards capital cost, determining a square footage price, lowering the insurance requirements as agreed upon by Staff, and having Staff review at the end of 12 months
Council member Henney seconded

Approved unanimously

3. Consideration of the Stein Eriksen Residences Condominium Plat Amending North Silver Lake Condominium Plat Pursuant to Findings of Fact, Conclusions of Law, and Conditions of Approval in a Form Approved by the City Attorney.

Mayor Thomas recused himself due to architectural involvement. Council member Peek acted as mayor pro-tem.

Francisco Astorga and Tom Bennett, property owner representative, spoke to the plat, saying it replaces the North Silver Lake condominium plat which was approved May, 2014. Astorga states this is in response to market trends and buyer requests as well as specific configuration of units. The original MPD didn't specify maximum number of unit equivalents or maximum square footages. Staff finds that everything is in line in keeping with the original intent as far as the number of units staying at 54 as well as the massings and heights.

Council member Simpson asks Bennett if he contacted both appellants to receive confirmation that there are no issues. Bennett states yes he did and Astorga verifies there are no outstanding issues. Council member Beerman asks for clarification that they are asking to exchange one single family unit for a duplex, to which Astorga says yes. Council member Matsumoto states if Bennett has contacted the appellants and Astorga verifies there are no issues, then she is comfortable with the changes.

Mayor pro-tem Peek opened the public hearing. No comments were made. Mayor pro-tem Peek closed the public hearing.

Council member Simpson moved to approve consideration of the Stein Eriksen Residences Condominium Plat amending North Silver Lake Condominium Plat pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the city attorney
Council member Matsumoto seconded
Approved unanimously

4. LMC Amendments Chapter 6 Master Planned Developments

Kristen Whetstone, planning, spoke to the land management code amendments to chapter 6 of the Land Management Code to allow MPD process to be used for development proposals in the BoPA area. Whetstone states the proposed amendments allow projects with less than 20,000 square feet to utilize the MPD process in the GC and LI zones. The existing code requires the MPD process in GC and LI for projects with 10 or more lots or 10 UE (20,000 square feet) or more, but does not allow the MPD process for smaller projects. This would also



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

Summary

As part of constant review of the Land Management Code and General Plan action items, the proposed amendments came up as policy discussions and procedural items which need to be addressed and updated. These amendments provide clarity and regulations regarding the following items:

- 1) Lot and site requirements in the SF District (Chapter 2.11);
- 2) Annexation Expansion Area boundary modification (Chapter 8.7);
- 3) Numbering of defined terms (Chapter 15 and throughout the LMC).

The LMC 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 neighborhoods and unique character and values, as well as to comply with State requirements. These proposed Land Management Code (LMC) amendments have been reviewed for consistency with the current adopted Park City General Plan.

On April 26th the Planning Commission conducted a public hearing, discussed the proposed amendments and voted unanimously to forward a positive recommendation on these amendments (Exhibit D- minutes) and requested the findings stated in the Staff report regarding state code criteria for annexation expansion area boundaries, be incorporated into the final Ordinance. There was no public input.

Respectfully:

Kirsten Whetstone, Senior Planner

City Council Staff Report



PLANNING DEPARTMENT

Application: PL-17-03483
Subject: LMC Amendments
Author: Kirsten Whetstone, MS, AICP, Senior Planner
Date: June 15, 2017
Type of Item: Legislative- Land Management Code (LMC) Amendments

Recommendation

Staff recommends City Council review the proposed administrative and substantive amendments to the Land Management Code (LMC), conduct a public hearing, and consider approving amendments to the Park City Land Management Code related to 1) lot and site requirements in the SF District (Chapter 2.11), 2) the Annexation Expansion Area (Chapter 8.7) and 3) elimination of the numbering of definitions in Chapter 15 and throughout the LMC, pursuant to the findings of fact and conclusion of law in the attached Ordinance.

Description

Project Name: LMC Amendments
Approximate Location: Citywide
Proposal: Land Management Code (LMC) amendments- various administrative and substantive amendments to the Park City Development Code regarding the following:

- 1) Lot and site development standards in the SF District (**Chapter 2.11**)
- 2) Annexation Expansion Area boundary amendments (**Chapter 8.7**)
- 3) Elimination of numbering of definitions (**Chapter 15**)

Summary

As part of constant review of the Land Management Code and General Plan action items, the proposed amendments came up as policy discussions and procedural items which need to be addressed and updated. These amendments provide clarity and regulations regarding the following items:

- 1) Lot and site requirements in the SF District (Chapter 2.11);
- 2) Annexation Expansion Area boundary modification (Chapter 8.7);
- 3) Numbering of defined terms (Chapter 15 and throughout the LMC).

The LMC 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 neighborhoods and unique character and values, as well as to comply with State requirements. These proposed Land Management Code (LMC) amendments have been reviewed for consistency with the current adopted Park City General Plan.

On April 26th the Planning Commission conducted a public hearing, discussed the proposed amendments and voted unanimously to forward a positive recommendation on these amendments (Exhibit D- minutes) and requested the findings stated in the Staff report regarding state code criteria for annexation expansion area boundaries, be incorporated into the final Ordinance. There was no public input.

Purpose of the Land Management Code

The LMC is designed, enacted, restated and reorganized to implement the goals and policies of the (adopted) Park City General Plan, and for the following purposes:

- (A) To promote the general health, safety and welfare of the present and future inhabitants, Businesses, and visitors of the City,
- (B) To protect and enhance the vitality of the City's resort-based economy, the overall quality of life, the Historic character, and unique mountain town community,
- (C) To protect and preserve peace and good order, comfort, convenience, and aesthetics of the City,
- (D) To protect the tax base and to secure economy in governmental expenditures,
- (E) To allow Development in a manner that encourages the preservation of scenic vistas, environmentally sensitive lands, Historic Structures, the integrity of Historic Districts, and the unique urban scale of original Park City,
- (F) To provide for well-planned commercial and residential centers, safe and efficient traffic and pedestrian circulation, preservation of night skies and efficient delivery of municipal services,
- (G) To prevent Development that adds to existing Geologic Hazards, erosion, flooding, degradation of air quality, wildfire danger or other conditions that create potential dangers to life and safety in the community or that detracts from the quality of life in the community,
- (H) To protect and ensure access to sunlight for solar energy devices, and
- (I) To protect or promote moderate income housing.

It is the intention of the City in adopting this LMC to make amendments on a regular basis and to fully exercise all of the powers granted to the City by the provisions of the Title 10, Chapter 9a of the Utah Municipal Land Use Development and Management Act. Utah Code Annotated, 1991, as amended and all other powers granted by statute

or by common law, for the necessary regulation of the Use and Development of land within the City.

General Plan

These proposed Land Management Code (LMC) amendments have been reviewed for consistency with the current adopted Park City General Plan. The LMC 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 neighborhoods and unique character and values. Additionally, the LMC is intended to be updated on a regular basis to stay current with State Law, as well as to adapt and anticipate changing conditions. Where appropriate, the specific General Plan sections are discussed in the analysis below.

Background

As part of constant review of the Land Management Code, the proposed amendments came up either as policy discussions or as procedural items which need to be updated.

Analysis

Proposed LMC Amendments

I. Lot and Site Requirements in the Single Family (SF) Zoning Districts (See Exhibit A- Chapter 2.11-3 Zoning Districts).

Background: During normal application of the LMC Staff has identified language that is unclear or confusing that could lead to inconsistent interpretation.

Purpose of Amendments: The purpose of these amendments is to clarify this section for consistency of application. No change to the regulations is proposed.

Implications and consequences: These amendments clarify codified setbacks approved with the Thayne's Canyon I and II, Prospector Village, and Prospector Park 1, 2, and 3 Subdivisions adopted by Ordinance and later incorporated into the LMC. Amending this language will make the LMC reflect clearly the intent of the subdivision approvals and eliminate current confusion as to whether the additional setback exceptions also apply to these subdivisions. No substantive changes are proposed to the regulations. These amendments propose to reorganize this section of the code for clarity of use.

Staff recommendation: Staff proposes changes as redlined in Exhibit A.

II. Annexation Expansion Area boundary modification (See Exhibits B, B1, and B2 - Chapter 8 Annexation).

Background: In recent years the City purchased for open space purposes, as well as utility uses, land adjacent to and generally north and east of the current

municipal boundary and the Round Valley Open Space areas. City Council desires that this open space be annexed into the municipal boundaries. It is currently unincorporated land located within the Summit County jurisdiction. During the purchase of the Stoneridge Parcel Summit County indicated that they would not oppose annexation of this parcel into Park City.

All of the open space parcels are described in the following table. The Planning Commission recommends that only the Stoneridge Parcel be added to the Annexation Expansion Area boundary at this time and requested staff return with additional analysis on the PRI and Clark Ranch parcels.

Parcel	Name	Acres	Use
Gillmor-4-X	Stoneridge Parcel	292	Open Space
SS-57-2-A-X	PRI Water Tank	29	Water Tank
SS-57-A-X	PRI Round Valley	300	Open Space
SS-121-X	Clark Ranch	125	Open Space
PP-26-X	Clark Ranch	125	Open Space
SS-91-X	Clark Ranch	45	Open Space
PP-26-A-1-A-X	Clark Ranch	44	Open Space
TOTAL		960	

Purpose of Amendments: If annexed, land use decisions, including trails, trailheads, permitted and conditional uses, etc. will be reviewed by the Park City Planning Commission and/or City Council as opposed to by Summit County officials. Additionally, regulation of the land will be according to the Park City Municipal Code and Zoning (including the Land Management Code). The purpose of this amendment is to expand the Annexation Expansion Area Boundary (AEAB) to the north and east of boundary as currently identified in the Park City Annexation Policy Plan (Chapter 8.7 of the LMC).

Implications and consequences: The primary implications and consequences of amending the AEAB are to include within the Expansion Area land the City owns, or may own in the near future, and other land that may be designated as recreation open space, located on the Northern and Eastern boundaries. Petitions for Annexation of land in Utah require that the property be within a designated Annexation Expansion Area before a municipality may accept them for further review and possible approval. This amendment does not annex any property but allows for an annexation petition to be filed consistent with State Code.

General Plan: The Park City General Plan refers to these lands as “Proposed Expansion Area Boundary” and discusses adopting a modified expansion area that is consistent with City and County regional planning objectives, as well as mandates of the State Code. The General Plan further mentions that there are

other identified lands, namely to the south, but also including additional lands east of Hwy 40, that should be considered for annexation “after further consultation with adjacent jurisdictions...”. The General Plan also shows (in hatching marks) additional lands to the west of the current annexation boundaries that the City should consider for annexation. The City does not own these “hatched” properties to the west.

State Code Requirements: The State Code (Section 10-2-401.5 - Annexation policy plan) regarding establishment (and amendment) of an annexation policy plan requires the following considerations:

In developing, considering, and adopting an annexation policy plan, the planning commission and municipal legislative body shall:

- (a) attempt to avoid gaps between or overlaps with the expansion areas of other municipalities; **Not applicable as no other municipalities are in this area.**
- (b) consider population growth projections for the municipality and adjoining areas for the next 20 years; The **included area is for open space to preserve lands for open space and recreational purposes anticipating population growth in the surrounding area. The subject land is not for residential or commercial purposes.**
- (c) consider current and projected costs of infrastructure, urban services, and public facilities necessary: **Significant infrastructure, urban services, or public facilities are not anticipated if this open space land is annexed in the future.**
 - § (i) to facilitate full development of the area within the municipality; and
 - § (ii) to expand the infrastructure, services, and facilities into the area being considered for inclusion in the expansion area;
- (d) consider, in conjunction with the municipality’s general plan, the need over the next 20 years for additional land suitable for residential, commercial, and industrial development; **Not applicable, as the subject land is not for future development.**
- (e) consider the reasons for including agricultural lands, forests, recreational areas, and wildlife management areas in the municipality; **Added lands are for open space and a water tank. Reason to include recreational areas within City Limits is that the land was purchased for open space and is owned by the City. The City desires to be the land use authority on associated applications for trailheads, trails, and other recreational uses.**
- (f) be guided by the principles set forth in [Subsection 10-2-403\(5\)](#). **Not applicable as this refers to land within a County of the first class.**

Staff recommendation: Staff proposed the following Annexation Expansion Area options for Planning Commission consideration.

- a. Amend the Annexation Expansion Area Boundary (AEAB) to include only City owned property to the north and east of the current Annexation Expansion Area Boundary (Exhibit B1).

- b. Amend the AEAB to include all of the hatched areas designated in the General Plan (pages 35-37) as Proposed Expansion Area Boundary. This includes the City owned open space to the north, other private and City owned properties to the north and east, as well as privately held properties located to the west of the current AEAB. This does not include any of the areas to the south that are indicated in the General Plan as “areas for future discussion” (Exhibit B2)
- c. Do nothing and leave the current AEAB as it is (Exhibit B).

On April 26, 2017, following a lengthy discussion by the Commission regarding the Annexation Expansion Area Boundary, the Planning Commission forwarded a positive recommendation to City Council to only expand the AEAB for the City purchased open space to the north of the current boundary with a conservation easement (the Stoneridge parcel). There was no public input.

The Commission expressed a desire to expedite the annexation process for this City owned parcel (Stoneridge parcel), as it is dedicated open space with a conservation easement. Some of the Commission expressed concerns about potential future uses of other areas identified in the General Plan for possible annexation. The Commission continued discussion of those areas to a later date.

Staff will return to the Commission in late summer for additional public hearing and discussion on the PRI and Clark Ranch parcels. (Exhibit D- minutes of the April 26th Planning Commission meeting).

III. Elimination of numbering of Definitions in Chapter 15

Background: The current LMC numbers each definition and sub-definition in addition to listing defined terms in alphabetical order. The City Recorder requested consideration of elimination of the numbering to streamline the updating process.

Purpose of Amendments: The purpose of these amendments is to eliminate the numbering and maintain the alphabetical order of definitions and sub-definitions to streamline the updating process with the new on-line LMC program.

Implications and consequences: Eliminating the numbering, both in Chapter 15, and throughout the LMC where some definitions are identified with a specific number, will streamline the updating process and prevent missed cross references between Chapter 15 definitions and the rest of the LMC. Many on-line development codes have removed numbering and use an alphabetical listing for ease of use as well as for accurate and streamlined updating.

Staff recommendation: Staff proposes that all numbering of defined terms and definitions, in both Chapter 15 and throughout the LMC be removed.

Planning Commission Action

On April 26th the Planning Commission conducted a public hearing, discussed the proposed amendments and voted unanimously to forward a positive recommendation on these amendments (Exhibit D- minutes) and requested the findings stated in the Staff report regarding state code criteria for annexation expansion area boundaries, be incorporated into the final Ordinance. The Commission forwarded a recommendation to include the Stoneridge open space parcel in the Annexation Expansion Area and to return with additional analysis for the PRI and Clark Ranch parcels. There was no public input.

Process

Land Management Code amendments are processed according to Section 15-1-7. Amendments to the Land Management Code require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction per LMC § 15-1-18. A public hearing is required by both the Planning Commission and City Council, with proper notice as outlined in Section 15-1-12- Notice.

Notice

On April 12, 2017, notice of the April 26, 2017 Planning Commission public hearing was published in the Park Record and placed on the City's website as well as on the Utah Public Notice website.

Public Input

Public hearings are required to be conducted by the Planning Commission and City Council prior to adoption of Land Management Code amendments. No public input was received at the time of this report on these items.

Alternatives

- The City Council may approve Amendments related to 1) Site and Lot Requirements in the Single Family (SF) District, 2) Annexation Expansion Boundary amendment to include the Stoneridge parcel, and 3) elimination of numbering of Definitions as presented or as amended; or
- The City Council may deny these Amendments; or
- The City Council may continue the public hearing and discussion to a date certain.

Significant Impacts

There are no significant fiscal or environmental impacts to the City from these LMC Amendments that provide clarification of current annexation and development code language and definitions as further described above. Amending the Annexation Expansion Area boundary allows the City to accept an Annexation petition and potentially annex such property into the City Limits following the procedures outlined in LMC Chapter 8.

Recommendation

Staff recommends City Council review the proposed administrative and substantive amendments to the Land Management Code (LMC), conduct a public hearing, and consider adopting an ordinance approving amendments to the Park City Land Management Code related to 1) lot and site requirements in the SF District (Chapter 2.11-3), 2) the Annexation Expansion Area (Chapter 8.7) and 3) elimination of the numbering of definitions in Chapter 15 and throughout the LMC, pursuant to the findings of fact and conclusion of law in the Ordinance.

Exhibits

Draft Ordinance

Exhibit A – Chapter 2.11-3 – SF District Lot and Site requirements

Exhibit B – Chapter 8.7- Annexation Expansion Area map - existing code

Exhibit B1 – Proposed Annexation Expansion Area map

Exhibit B2 – Annexation Section of the General Plan

Exhibit C – Chapter 15.1- Defined Terms (just first two pages to show example)

Exhibit D – Minutes of the April 26, 2017 Planning Commission meeting

Ordinance 2017-29

AN ORDINANCE AMENDING THE LAND MANAGEMENT CODE OF PARK CITY, UTAH, REVISING CHAPTER 2 ZONING DISTRICTS, CHAPTER 8 ANNEXATIONS AND CHAPTER 15 DEFINED TERMS

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; and

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 its residents and visitors; and to preserve the community's unique character and values; and

WHEREAS, the City reviews the Land Management Code on a regular basis and identifies necessary amendments to address planning and zoning issues that have come up; to address specific LMC issues raised by Staff, Planning Commission, and City Council; and to align the Code with the State Code, the Park City General Plan, and City Council goals; and

WHEREAS, Chapter 2.11 provides a description of requirements related to uses and development of land in the Single Family (SF) District that the City desires to revise for clarity of use. These revisions are specifically related to the Front, Rear, and Side Yard Setback requirements for the Thayne's Canyon Subdivisions I and II, Prospector Village Subdivision, and Prospector Park Subdivisions 1, 2, and 3; and

WHEREAS, Chapter 8.7 provides a description of requirements, provisions, and procedures for annexation of land into the Park City Municipal Boundary that the City desires to amend. These amendments concern the amendment of the Annexation Area Expansion area and map to include City owned land currently outside of the Expansion area; and

WHEREAS, Chapter 15 provides a list of defined terms that have definitions specific to this Land Management Code that the City desires to amend by removing the numbering for streamlining the updating process; and

WHEREAS, the Planning Commission hearing was duly noticed, a public hearing was conducted at the regularly scheduled meeting on April 26, 2017, and the Commission forwarded a positive recommendation to City Council; and

WHEREAS, the City Council hearing was duly noticed and a public hearing was conducted at its regularly scheduled meeting on June 15, 2017; and

WHEREAS, it is in the best interest of the residents of Park City, Utah to amend the Land Management Code to be consistent with the State of Utah Code and the Park

City General Plan and to be consistent with the values and goals of the Park City community and City Council, to protect health and safety, to maintain the quality of life for its residents, to preserve and protect the residential neighborhoods, to ensure compatible development, to preserve historic resources, to protect environmentally sensitive lands, and to preserve the community's unique character.

WHEREAS, the amendment to Chapter 8- Annexations, has been reviewed for consistency with State Code Section 10-2-401.5 - Annexation policy plan, regarding establishment (and amendment) of an annexation policy plan.

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

SECTION 1. AMENDMENTS TO TITLE 15 - Land Management Code Chapter Two (SF Zoning District Chapter 15- 2.11). The recitals above are incorporated herein as findings of fact. Chapter 2.11 of the Land Management Code of Park City is hereby amended as redlined (see Exhibit A).

SECTION 2. AMENDMENTS TO TITLE 15 - Land Management Code Chapter Eight (Annexations- Section 15-8-7). The recitals above are incorporated herein as findings of fact. Chapter 8 of the Land Management Code of Park City is hereby amended as redlined (see Exhibit B).

SECTION 3. AMENDMENTS TO TITLE 15 - Land Management Code Chapter 15 (Defined Terms). The recitals above are incorporated herein as findings of fact. Chapter 15 of the Land Management Code of Park City is hereby amended to remove all numbering from the list of defined terms (see Exhibit C).

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this ____ day of _____, 2017

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

Attest:

Michelle Kellogg, Recorder

Approved as to form:

Mark Harrington, City Attorney

Exhibits

Exhibit A- Chapter 2.11

Exhibit B- Chapter 8.7

Exhibit C- Chapter 15

EXHIBIT A

15-2.11-3 Lot And Site Requirements

Except as may otherwise be provided in this Code, no Building Permit shall be issued for a Lot unless such Lot has Frontage on a Street shown as a private or Public Street on the Streets Master Plan, or on a private easement connecting the Lot to a Street shown on the Streets Master Plan. All Development must comply with the following:

- A. **DENSITY**. The maximum Density for Subdivisions is three (3) units per acre. Subdivisions must Cluster Development to maximize common Transferred Development Right (TDR) Open Space.
- B. **FRONT, REAR, AND SIDE YARDS**. All Development activity must comply with the following minimum Yards. ~~See Section 15-2.11-3(I) for Yard exceptions for Thaynes Canyon Subdivision I and II, Prospector Village Subdivision, and Prospector Park Subdivision 1, 2, and 3.~~
- C. **FRONT YARD**.

1. In Thaynes Canyon Subdivision 1 and 2 and Prospector Village Subdivision, the minimum Front Yard for Main Buildings is twenty feet (20') and minimum Front Yard for Garages is ten feet (10').

2. In Prospector Park Subdivisions 1, 2, and 3, the minimum Front Yard is 20 feet, including Garages.

3. In all other subdivisions, the minimum Front Yard is twenty feet (20'). New Front -Facing Garages for Single Family and Duplex Dwellings must maintain a minimum of twenty five (25') from Front Lot Line.

~~The minimum Front Yard is twenty feet (20'). New Front Facing Garages for Single Family and Duplex Dwellings must be at least twenty five feet (25') from the Front Lot Line.~~

D. FRONT YARD EXCEPTIONS.

- 1. The Planning Commission may designate specific Single Family Lots on which the Front Yard Setback is ten feet (10') for the Main Building and fifteen feet (15') for a new Front Facing Garage or garage element, including any habitable space above the garage. This exception may be granted to:
 - a. solve Access problems with relatively steep Grades,
 - b. preserve Significant Vegetation,
 - c. eliminate or minimize cut and fill Areas,
 - d. promote Clustered Development, and
 - e. preserve Open Space.

Lots to which this exception applies must be so designated on the Subdivision Plat at the time the plat is approved.

- ~~2. See Section 15-2.11-3(I) for Setback exceptions for Thaynes Canyon Subdivision I and II, Prospector Village Subdivision, and Prospector Park Subdivision 1, 2, and 3.~~

~~3.2.~~ The Front Yard must be open and free of any Structure except:

- a. Fences, walls, and retaining walls not more than four feet (4') in height, or as permitted in Section 15-4-2. On Corner Lots, Fences more than three feet (3') in

height are prohibited within twenty-five feet (25') of the intersection at back of curb.

- b. Uncovered steps leading to the Main Building provided the steps are not more than four feet (4') in height from Final Grade, not including any required handrail, and do not cause any danger or hazard to traffic by obstructing the view of a Street or intersection.
- c. Decks, porches, and Bay Windows, not more than ten feet (10') wide, projecting not more than five feet (5') into the Front Yard.
- d. Roof overhangs, eaves, and cornices projecting not more than three feet (3') into the Front Yard.
- e. Sidewalks, patios, and pathways.
- f. Driveways leading to a garage or Parking Area. No portion of a Front Yard, except for approved driveways and patios, allowed Parking Areas, and sidewalks may be Hard-Surfaced or graveled.
- g. Circular driveways meeting all requirements stated in Section 15-3-4.

E. REAR YARD.

1. In Thaynes Canyon Subdivision 1 and 2 and Prospector Village Subdivision, the minimum Rear Yard is 10 feet (10').

2. In Prospector Park Subdivisions 1, 2, and 3 the minimum Rear Yard is ten feet (10').

3. In all other subdivisions, the minimum Rear Yard is fifteen feet (15')

~~The minimum Rear Yard is fifteen feet (15').~~

F. REAR YARD EXCEPTIONS. The Rear Yard must be open and free of any Structure except:
The Rear Yard must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Rear Yard.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Rear Yard.
3. Window wells and light wells projecting not more than four feet (4') into the Rear Yard.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Rear Yard.
5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. Detached Accessory Buildings not more than eighteen feet (18') in height and maintaining a minimum Rear Yard Setback of five feet (5'). Such Structure must not cover over fifty percent (50%) of the Rear Yard. See the following illustration:
(ILLUSTRATION DELETED FOR THIS EXHIBIT)
7. Hard-Surfaced Parking Areas subject to the same location requirements as detached Accessory Buildings.
8. Screened mechanical equipment, hot tubs, and similar Structures located at least five feet (5') from the Rear Lot Line.
9. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Section 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning

Director may approve minor deviations to the height and stepping requirements based on Site specific review.¹

10. Patios, decks, pathways, steps, or similar Structures not more than thirty inches (30") above Final Grade, provided it is located at least five feet (5') from the Rear Lot Line.

G. **SIDE YARD.**

1. The minimum Side Yard is twelve feet (12').

2. A Side Yard between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.

a. Exterior Side Yards shall be based on the required minimum Side Yard for each Lot; however the Planning Commission may consider increasing exterior Side Yards during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Yard exceptions continue to apply.

G. SIDE YARD.

~~The minimum Side Yard is twelve feet (12').~~

1. In Thaynes Canyon Subdivision 1 and 2 and Prospector Village Subdivision, The minimum Side Yard is five feet (5'). On Corner Lots the minimum Side Yard abutting a Street is ten feet (10').

2. In Prospector Park Subdivisions 1, 2, and 3 the minimum Rear Yard is ten feet (10').

3. In all other subdivisions, the minimum Side Yard is twelve feet (12').

~~4.4.~~ A Side Yard between connected Structures is not required where Structures are designed with a common wall on a Property Line, each Structure is located on an individual Lot, the Lots are burdened with a party wall agreement in a form approved by the City Attorney and Chief Building Official, all applicable Building and Fire Code requirements are met, and the Use is an Allowed or Conditional Use in the Zoning District.

a. Exterior Side Yards shall be based on the required minimum Side Yard for each Lot; however the Planning Commission may consider increasing exterior Side Yards during Conditional Use Permit review to mitigate potential impacts on adjacent Property. Side Yard exceptions continue to apply.

D. **H. SIDE YARD EXCEPTIONS.** The Side Yard must be open and free of any Structure except:

1. Bay Windows not more than ten feet (10') wide projecting not more than two feet (2') into the Side Yard.
2. Chimneys not more than five feet (5') wide projecting not more than two feet (2') into the Side Yard.
3. Window wells and light wells projecting not more than four feet (4') into the Side Yard.
4. Roof overhangs and eaves projecting not more than three feet (3') into the Side Yard.

5. Window sills, belt courses, cornices, trim, and other ornamental features projecting not more than six inches (6") beyond the window or main Structure to which it is attached.
6. Patios, decks, pathways, steps, and similar Structures not more than thirty inches (30") in height above Final Grade, provided there is at least one foot (1') Setback to the Side Lot Line.
7. Fences, walls, and retaining walls not more than six feet (6') in height, or as permitted in Sections 15-4-2. Retaining walls may have multiple steps, however, each exposed face cannot exceed six feet (6') in height and the horizontal distance between the walls, front face to rear face, must be at least three feet (3') and planted with approved vegetation. The Planning Director may approve minor deviations to the height and stepping requirements based on Site specific review.²
8. Driveways leading to an approved garage or Parking Area maintaining a three foot (3') landscaped Setback to the Side Lot Line. A paved turn out Area, to aid in backing a vehicle out of a garage or Parking Area, is allowed but may not be used for parking, and must maintain a one foot (1') landscaped Setback to the Side Lot Line.
9. Detached Accessory Buildings not more than eighteen feet (18') in height, located a minimum of five feet (5') behind the front facade of the Main Building, and maintaining a minimum Side Yard Setback of five feet (5').
10. Screened mechanical equipment, hot tubs, and similar Structures located a minimum of five feet (5') from the Side Lot Line.

E. OTHER EXCEPTIONS:

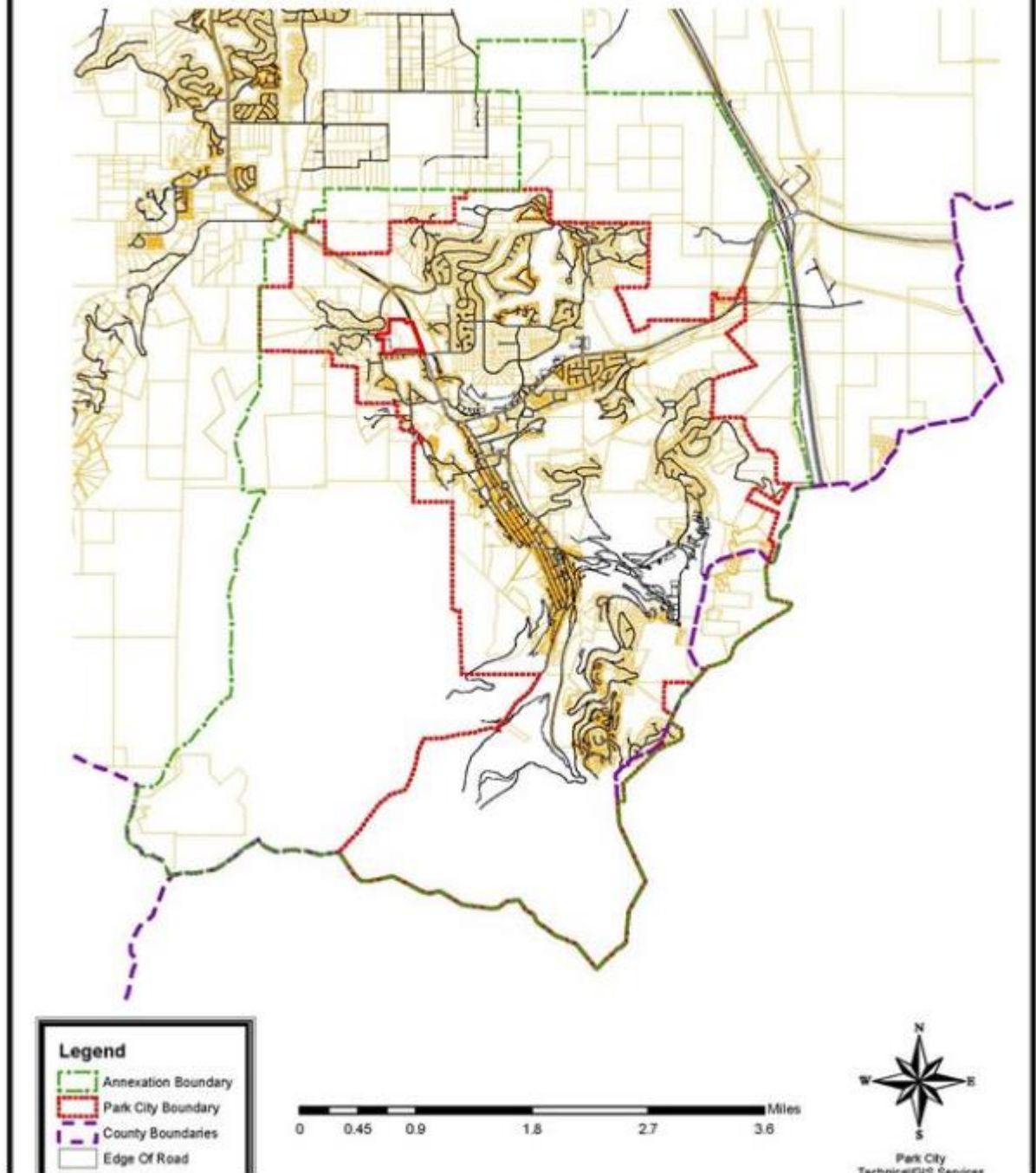
- ~~1. In Thaynes Canyon Subdivision I and II, and Prospector Village Subdivision, minimum required Yards are as follows:~~
 - ~~a. FRONT YARD. The minimum Front Yard for Main Buildings is twenty feet (20') and the Front Yard for garages is ten feet (10');~~
 - ~~b. SIDE YARD. The minimum Side Yard is five feet (5'). On Corner Lots the minimum Side Yard abutting a Street is ten feet (10'). In Thaynes Canyon Subdivision 1, the minimum Side Yard is ten feet (10').~~
 - ~~c. REAR YARD. The minimum Rear Yard is ten feet (10').~~
- ~~2. In Prospector Park Subdivisions 1, 2, and 3, minimum required Yards are as follows:~~
 - ~~a. FRONT YARD. The minimum Front Yard is twenty feet (20').~~
 - ~~b. SIDE YARD. The minimum Side Yard is ten feet (10'). On Corner Lots the Side Yard that faces the Street must not be less than fifteen feet (15').~~
 - ~~c. REAR YARD. The minimum Rear Yard is ten feet (10').~~

EXHIBIT B- Existing LMC Chapter 15-8-7

[15-8-7 Expansion Area Boundary Map](#)

A. The Expansion Area Boundary Map is included as Exhibit A below:

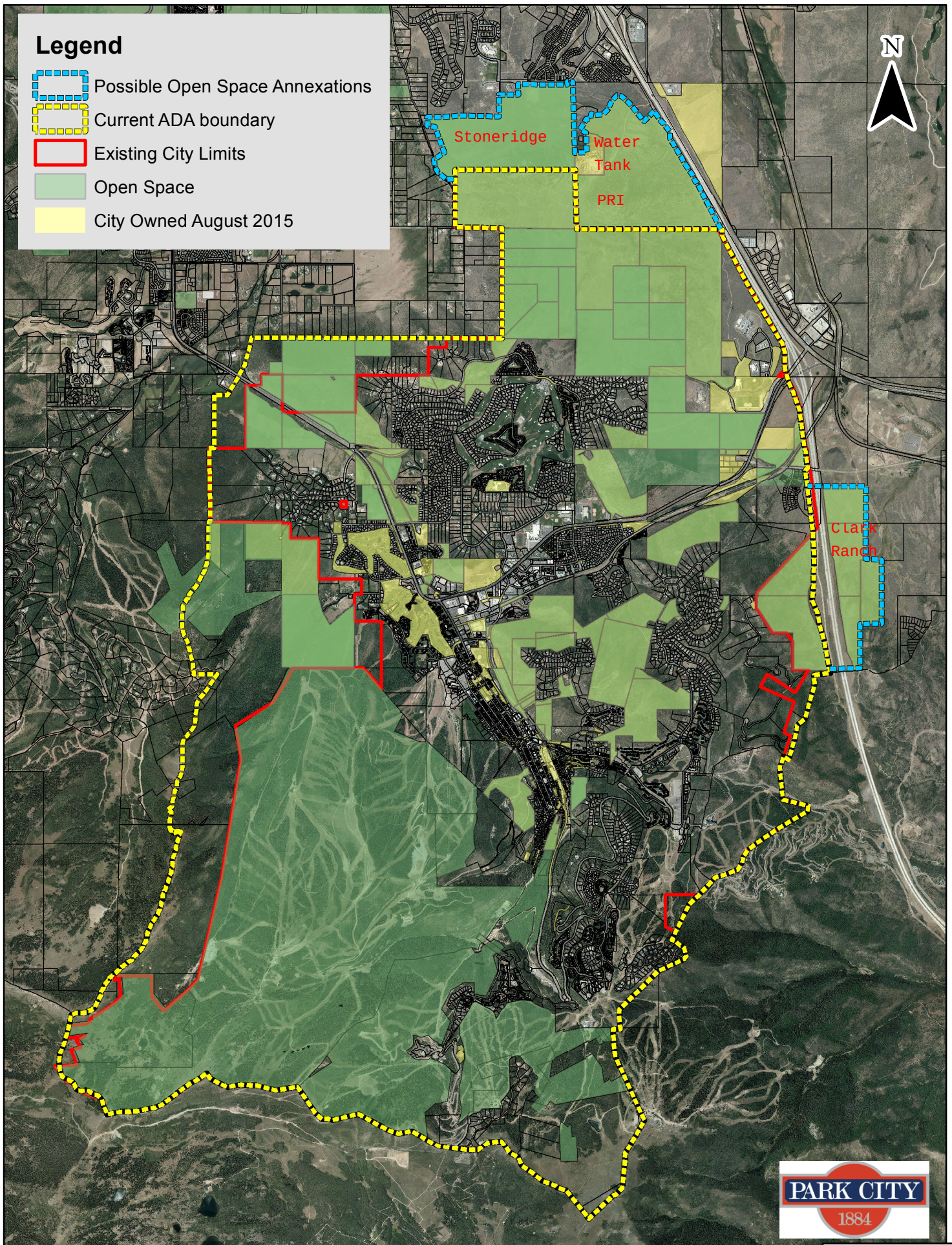
Annexation Expansion Area Map



- B. The following criteria were used as justification to exclude from the expansion Area Property considered by State definition to be Urban Development:
1. Topography and other physical constraints to efficient delivery of basic services.

2. Overlapping utility providers with services already being provided by others.
3. Level of existing services and standing of existing roads are below City standards and require expensive upgrades.
4. Other high fiscal implications to the City.
5. Overlapping school districts, i.e. not in Park City School District.
6. Overlapping taxing entities and location in Wasatch County.

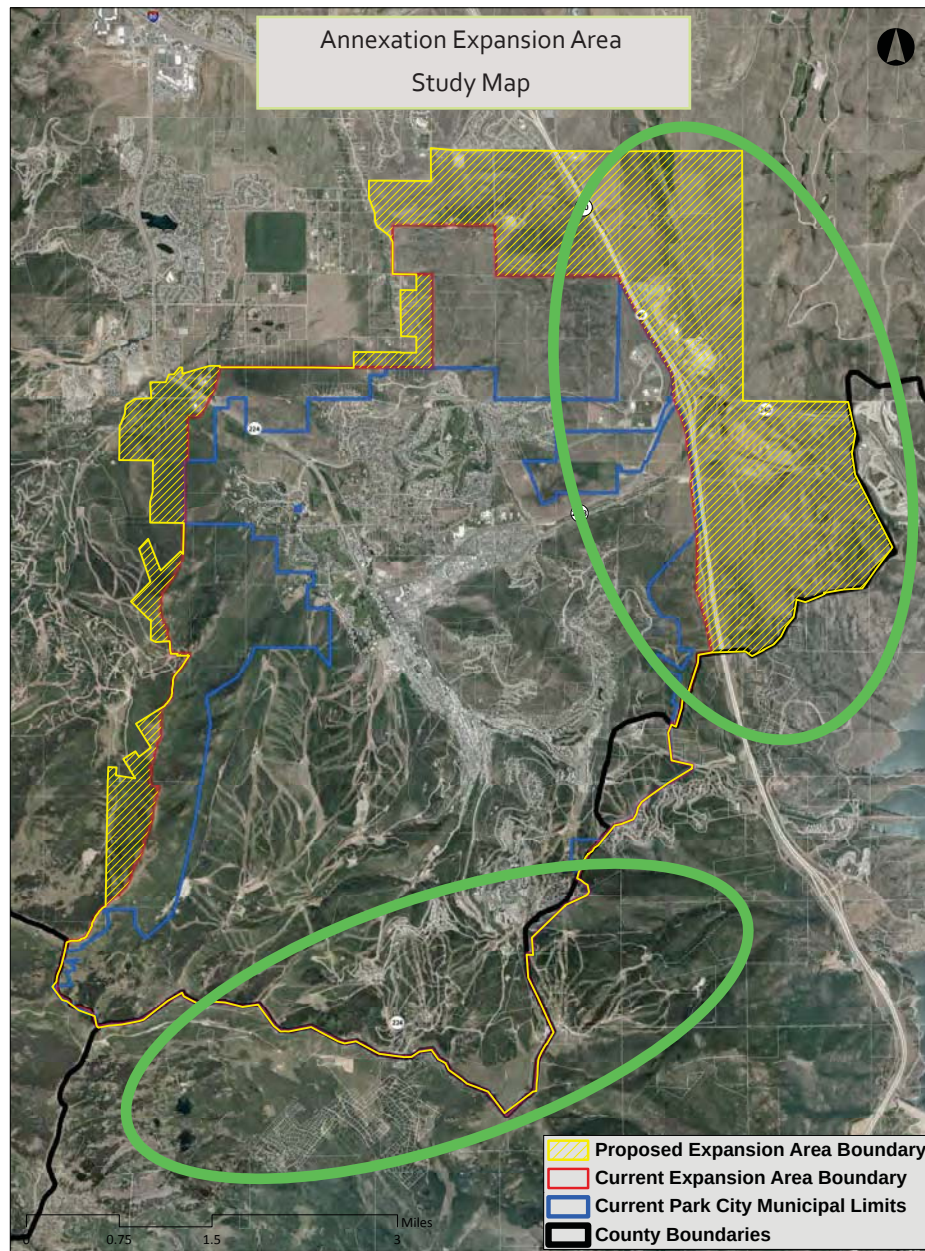
Adopted by Ord. [03-01](#) on 1/9/2003



Annexation Expansion Area

Modifications to the expansion area require full analysis of the annexations within the state and local code. This map represents the need to discuss expansion possibilities with our regional partners and the Park City Planning Commission and City Council. This map is a draft to be utilized for discussions toward adoption of an expansion area that is consistent with the City and Counties' regional planning goals as well as the mandates of the State Code. Additional lands may be considered for annexation after further consultation with adjacent jurisdictions; this map is not intended to exclude such lands.

Area for future discussions with our regional partners in Wasatch County.



Annexation Expansion Area (AEA) Outlined

It is worth noting that the Annexation Expansion Area (AEA) that is included within this General Plan is the recommended area for the City to consider formally adopting as part of the Annexation Policy Plan in Chapter 8 of the LMC, pursuant to state code procedure. This process involves public noticing, public input, Planning Commission review and recommendation to the City Council and, ultimately, adoption by the City Council. The areas outlined in yellow crosshatch on the map on the prior page are explained in detail below regarding why these areas might be considered for annexation by the City:

- The proposed AEA boundary to the northeast of the current City boundary will allow the City to bring much of our acquired and protected open space within Round Valley into the City limits. In addition, the

proposed expansion of the AEA east of US40 will allow the City to jointly plan this area in conjunction with the County recognizing that the General Plan recommends this area to primarily be preserved as open space with the consideration of wildlife corridors. Preserving this area along the corridor preserves one of the gateways to the City while also recommending any future development be directed to the existing development nodes of Silver Creek/Summit to the north (where the land is currently zoned by the County as Community Commercial – CC) and the east side of US40 at Quinn’s Junction to the south where the County has the land zoned by the County as Service Commercial (SC). In addition, the land located further to the east – to the Snyderville Basin jurisdictional boundary and south to the Wasatch County line is included also as an opportunity to protect and plan this gateway into the City.

- The proposed AEA boundary to the southeast of the current City boundary will allow the City to ensure that the south gateway to the City will be preserved, specifically in light of the anticipated development that will result as part of the Jordanelle Basin entitlements. Again, the General Plan recommends protecting the corridor from sprawl and concentrating any future development into nodes – in this case, in the Jordanelle Regional Special Planning Area and not allowing corridor creep toward the north.
- The proposed AEA boundary to the west of the current City boundary will allow the City to clean up the existing AEA boundary by following existing property lines. In addition, the proposed AEA expansion to the northwest of the City along SR224 will allow the City to actively plan within the area to protect the

gateway to the City (just before you get to the McPolin Barn). There may be opportunities in this area to look at clustering and/or the creation of a TDR sending zone to protect some of these entitled lands.

Land to the south of the City may be explored for possible inclusion within the AEA subject to collaborative efforts with Wasatch County. Opportunities may exist in this area to mutually plan, consider creating TDR "sending" zones for entitled lands, and/or look at open space and wildlife connections.

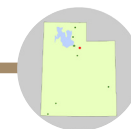
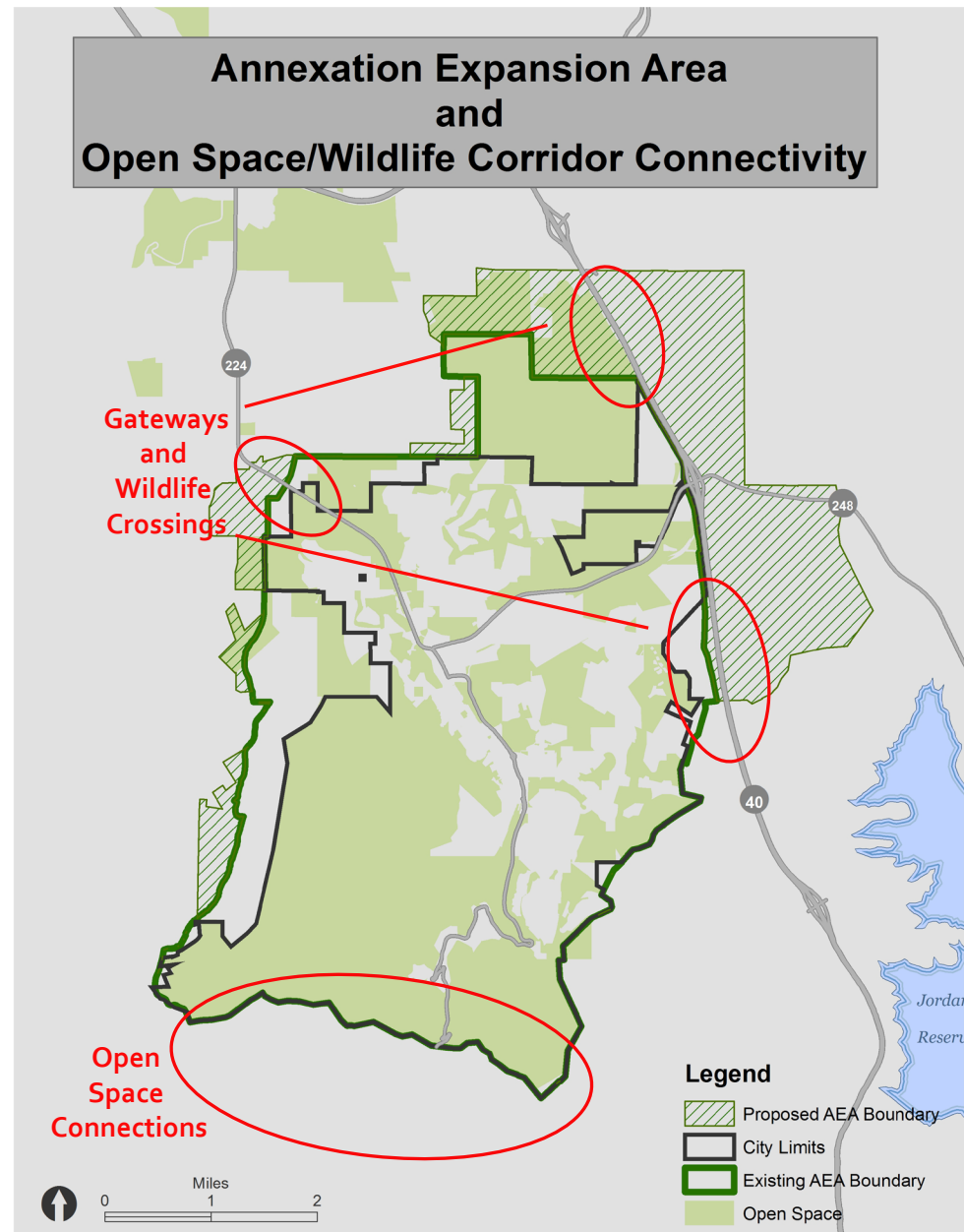


EXHIBIT C

15-15 Defined Terms

- [15-15-1 Definitions](#)
- [15-15-2 List Of Defined Terms](#)

15-15-1 Definitions

For the purpose of the LMC, certain numbers, abbreviations, terms, and words shall be used, interpreted, and defined as set forth herein. Defined terms will appear as proper nouns throughout this Title. Words not defined herein shall have a meaning consistent with Webster's New Collegiate Dictionary, latest edition.

Unless the context clearly indicates to the contrary, words used in the present tense include the future tense; words used in the plural number include the singular; the word "herein" means "in these regulations"; the word "regulations" means "these regulations"; "used" or "occupied" as applied to any land or Building shall be construed to include the words "intended, arranged, or designed to be used or occupied".

~~1.1~~ **ACCESS**. The provision of vehicular and/or pedestrian ingress and egress to Structures, facilities or Property.

~~1.2~~ **ACCESSORY APARTMENT**. A self-contained Apartment, with cooking, sleeping, and sanitary facilities, created either by converting part of and/or by adding on to a Single-Family Dwelling or detached garage. Accessory Apartments do not increase the residential Unit Equivalent of the Property and are an Accessory Use to the primary Dwelling.

~~1.3~~ **ACCESSORY BUILDING**. A Building on the same Lot as the principal Building and that is:

- A. clearly incidental to, and customarily found in connection with such principal Building, such as detached garages, barns, and other similar Structures that require a Building Permit;
- B. operated and maintained for the benefit of the principal Use;
- C. not a Dwelling Unit; and
- D. also includes Structures that do not require a Building Permit, such as sheds, outbuildings, or similar Ancillary Structures. See Ancillary Structure.

~~1.4~~ **ACCESSORY USE**. A land Use that is customarily incidental and subordinate to the to the primary Use located on the same Lot.

~~1.5~~ **ACTIVE BUILDING PERMIT**. Any Building Permit that has not expired.

~~1.6~~ **ADMINISTRATIVE PERMIT**. A permit issued by the Planning, Building, and Engineering Departments for specified Use upon proof of compliance with certain criteria.

~~(and continue to delete all numbering in this Chapter)~~

Planning Commission Meeting
 April 26, 2017
 Page 17

requested that the Planning Department consider the distinction between motorized and non-motorized.

Commissioner Band stated that years ago she attended all of the Soil Ordinance Blue Ribbon Commission meetings, and they had talked about expanding the soil ordinance into potentially Park Meadows and Thaynes Canyon. She asked if that idea had gone away. Director Erickson was unsure and offered to find out how far it was expanded. Commissioner Band thought that would be important to know that information.

REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. **Land Management Code (LMC) amendments - Administrative and substantive amendments to the Park City Development Code, specifically amending Land Management Code Chapter 2 Zoning Districts regarding setbacks, group mailboxes and others; Chapter 4 Supplemental Regulations regarding Fences, Childcare, Accessory Apartments, group mailboxes and others; Chapter 8 Annexations (amending the Annexation Expansion Area boundary and regulations for consistency with State Code); and Chapter 15-15 Defined Terms for associated definitions. (Application PL-17-03483)**
2. **Land Management Code (LMC) amendments - Administrative and substantive amendments to the Park City Development Code for Chapter 4 Supplemental Regulations regarding Fences, Childcare, Accessory Apartments, group mailboxes and others and for Chapter 8 Annexation regulations and standards for consistency with State Code. (Application PL-17-03483)**

Planner Whetstone noted that in the first set of amendments there were three items that the Staff recommended for a positive recommendation to the City Council.

Planner Whetstone stated that the first item related to the setbacks in the Single Family Zone for subdivisions that were given different setbacks than the Single Family Zone. She explained that the setbacks were already listed in the LMC; however, it was confusing. The proposed change would only rearrange where they are located in the Code.

Planner Whetstone stated that the second item was the Annexation Expansion Area map in Chapter 8, which is the Annexation Policy Plan that identifies the area outside the City boundary that the City may accept an annexation petition. She clarified that an annexation petition cannot be applied for and submitted to the City Council unless the property is within the annexation expansion area described in the Annexation Policy Plan. The Staff was proposing to amend the annexation expansion area.

Planner Whetstone commented on the third item, and noted that when the LMC was put online in a certain program, the numbering of the definitions has been an issue every time it is updated or referred to. Many other cities have removed the numbers and do it alphabetically. Planner Whetstone stated that the City Reorder requested that the Staff propose that change to the Planning Commission. She was unsure whether the Staff had the ability to make the change, but to avoid any question they decided to amend the ordinance to officially remove the numbering of any definitions.

Planner Whetstone requested that the Planning Commission conduct a public hearing on three items mentioned. She pointed out that the Annexation Expansion Area was the only substantive amendment.

Planner Whetstone explained the change for the setbacks. She noted that currently they were listed as setbacks exceptions, but they are the actual setbacks on the plat. They are just different than the SF zone. Listing them as setback exceptions raises the question of whether the exceptions apply in those subdivision. The intent of the amendment is to clarify the setbacks, and then follow the setback exceptions. Planner Whetstone remarked that the three subdivisions were Thaynes Canyon Subdivisions 1 and 2; the Prospector Village Subdivision; and Prospector Park Subdivisions 1, 2 and 3. The setback exceptions were added to the Code approximately ten years ago because they were on plats. People did not always look at the plat and there was a lot of confusion. Planner Whetstone emphasized that the requirements were not being changed. The change was only for clarification.

Commissioner Joyce thought the language on page 108, and replicated on page 117, was confusing. The Section heading read, Front, Side and Rear requirements for Thaynes Canyon, Prospector Village, and Prospector Park. He noted that the third bullet point says, "front rear and side yard exceptions listed above also apply to Thaynes Canyon Subdivisions 1 and 2; the Prospector Village Subdivision; and Prospector Park Subdivisions 1, 2 and 3", which are the same subdivisions.

Planner Whetstone explained that it addressed the front, rear and side yard exceptions; and all those exceptions were listed in the Code. She referred to the Code language on page 117 of the Staff report, which outlined the lot and site requirements in the Single Family Zone. It defines the front yard setback and the front yard exceptions. The following page lists the rear yard setback and exceptions. The side yard setback is 12' with a number of exceptions. Planner Whetstone clarified that as a part of setbacks, the front, side and rear requirements for Thaynes Canyon were listed, along with the exceptions that apply. Commissioner Joyce remarked that the explanation cleared up his confusion.

Planner Whetstone reviewed the amendment to the Annexation Expansion Area map on Page 121 of the Staff report. She stated that the intent was to make it simpler and more straightforward. Planner Whetstone reported that the City Council has spoken with the Planning Department, Sustainability and Trails. The City Council would like to annex the Stoneridge area north of Round Valley that the City purchased for open space, into the City Limits; however, it was currently outside of the expansion area. Planner Whetstone clarified that all of the land they were talking about expanding in the expansion area was City-owned and purchased for open space, except for one small parcel with a water tank.

Chair Strachan wanted to know what document was in place to keep it open space. Commissioner Joyce replied that it was a conservation easement. If the City were to annex it, it would be zoned ROS or POS, or possibly create a new zone. She believed that Round Valley was zoned ROS.

Director Erickson stated that as part of their deliberations, the Planning Commission could recommend that these areas remain open space. He did not believe that the Clark Ranch Parcel, which is east of US40 on the south portion of the expansion area, was covered by a conservation easement. He pointed out that the north parcels were acquired specifically in density exchanges and purchases for open space.

Chair Strachan asked for the thinking behind the Clark Ranch parcel. Director Erickson stated that in discussions with the Planning Department, the City Council wanted to make sure they would not preclude an appropriate municipal use in that location. However, they have ruled out housing in that area, but it could be used for a water treatment plant or a solar plant. There have been discussions in terms of how much limitation should be placed. He noted that Commissioner Joyce, as a member of COSAC, had been part of that discussion.

Commissioner Joyce stated that the recommendation that went from COSAC to the City Council was that at least most of the land be preserved with a conservation easement, and Utah Open Lands has been working on that. He pointed to a small triangular piece that was already in the ADA boundary of the Clark Ranch, and noted that COSAC recommended that area as being most appropriate for any municipality development because it backs up to the housing being built. The COSAC recommendation for the rest was passive recreation versus active recreation. That recommendation went forward unanimously.

Planner Whetstone noted that the area of the Clark Ranch on the west side of US40 was already in the annexation expansion area. The expansion across US40 was for passive

ROS. If the Planning Commission had additional recommendations, it could be added to the map.

Director Erickson clarified that the Staff was recommending that the Planning Commission approve the change to the Annexation Boundary. Planner Whetstone answered yes.

Commissioner Phillips referred to the triangle at the top of the page. It was owned by the City and he questioned why it was not included in the Annexation Boundary. Planner Whetstone replied that it was to facilitate this particular change. It is City-owned but it was not for open space. Director Erickson stated that it was one of the three triangle parcels in on-going discussions when they talk about placing additional facilities, joint-use facilities with Summit County, and similar negotiations. Director Erickson stated that the intent was to move Stoneridge and Clark Ranch forward without a number of larger issues until they get direction. That was the reason for setting it up the way it was.

Chair Strachan asked if the City, as the owner, would be the petitioner. Director Erickson answered yes. Commissioner Joyce noted that he is not involved in other discussions once COSAC forwards their recommendation to the City Council; however, he is aware that there have been discussions about the annexation area of the Clark Ranch that was not currently done. When they were talking about the Richardson Flat park and ride, one of the discussions was that it was difficult to reach coming in from Heber. He understood that there was talk about a potential fly-way exit coming off of US40 for easier access. Commissioner Joyce stated that if they decide to do the fly-way, he assumed they would have to come through some of the Clark Ranch property. He pointed out that lands that are purchased with open space funds are protected as part of the purchase agreement. However, that was not the case with Clark Ranch. Commissioner Joyce remarked that the City has been cautious on what to do. If the Commissioners had concerns depending on that being open space, he wanted it clear that it was not protected for open space. He clarified that there was a conservation easement on the Stoneridge piece.

Director Erickson clarified that the action being requested would make public the City's intention to consider an annexation in this area. The next step would be the annexation petition. The Planning Commission would be reviewing that petition specifically for the land uses that would occur. Director Erickson stated that the Planning Commission could forward a recommendation for uses in any of those areas, and the Planning Department would clarify any purchase agreements, negotiations, and conservation easements. He noted that there was another regulatory cycle once they get beyond this policy discussion in accordance with State Regulations.

Chair Strachan asked for the standard the Planning Commission should be applying when deciding whether or not to expand the boundary. He wanted to know the legal standard if

they were overturned by the court. Assistant City Attorney McLean replied that annexations are considered legislative.

Planner Whetstone noted that the Annexation Expansion Area map is a requirement of the policy plan. When they design the map and the policy plan, they have to consider State Code Requirements A through F outlined on page 110 of the Staff report.

Assistant City Attorney McLean stated that in re-reviewing the ordinance and the related criteria, and also hearing the discussion this evening regarding the Clark Ranch, she recommended that the Planning Commission continue that portion of the Code to the next meeting. She preferred to have Findings related to the State Code criteria directly to the areas that were being annexed. Ms. McLean thought they could move forward without those findings if they knew it was all open space and that it would remain open space, but where one portion has the possibility of other uses, she felt the criteria A through F needed to be addressed. She suggested that it would be cleaner to have it be its own ordinance, because they could just have findings related only to that, which is not typical for LMC amendments.

Planner Whetstone clarified that she was given the information that these were the open space parcels. She agreed with Ms. McLean about having Findings if it was not open space.

Councilman Beerman thought Commissioner Joyce was accurate in stating that it was not guaranteed for open space. Mr. Beerman clarified that the triangle parcel was not strictly City owned. The City co-owns it with the County and a portion by the PRI Group. The City Council purchased it with Resort City sales tax funds, and it does not have to remain open space, even though it was purchased with a preservation intent. He stated that COSAC and the City Council were working through the policy. Mr. Beerman noted that the Round Valley parcels already have conservation easements on them and they were already protected.

The Planning Commission had no issues with the amendment to remove the numbering from the definitions.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

Chair Strachan was comfortable with extending the annexation boundary to include the Round Valley parcels but not the Clark Ranch area. He understood that Assistant City Attorney McLean recommended continuing the Clark Ranch piece to a date uncertain. He was comfortable recommending extending the boundary on the Round Valley parcel.

Commissioner Joyce believed that annexation boundary extensions were important steps that should not be done all at once. He asked if it was useful to continue Clark Ranch to another meeting. Ms. McLean recommended that they not continue to a date uncertain, and suggested a continuance to June 26 with the other LMC Amendments. She was unsure whether timing would be an issue because if the boundary is amended, the next steps would be to annex, which could take some time.

Chair Strachan stated that in his opinion, annexations should only be done for open space or affordable housing. It was a philosophical position that he gained from being on the Planning Commission for a long time. He has never seen an annexation for any other purpose turn into anything positive. Chair Strachan did not want to be in the position of getting an open space parcel but only with a Clark Ranch tack-on. When the petition comes to them from the City, it is likely to take that form. They would be petitioning to annex in both the Clark Ranch and the north Round Valley parcels in a take it or leave it proposition. He favored the open space annexation but he did not favor annexing Clark Ranch if it would not be open space or affordable housing. Chair Strachan preferred to move forward on the annexation boundary for the open space, but nothing further. He noted that one of the requirements for annexations in 15-8-2, Subsection L of the Code, and which he thought should be amended, reads "annexations that expand the resort and/or tourist economy provides second home or rental residential properties". He believed that clause was terrible. It causes a lot of problems and it should not be in the Code. Chair Strachan stated that the remainder of the sentence says, "...preserve environmentally sensitive lands, and provide significantly public open space and/or community facilities are preferred." When Clark Ranch comes back Subsection L will be cited because it says community facilities, which could be a solar farm or an exit to access the park and ride. He recognized that they were all laudable goals, but often times land is annexed and it does not take on the form that the petition for annexation envisioned.

Planner Whetstone stated that that Chapter would be coming to the Planning Commission, and she would bring it back with the amendments for compliance with the State Code and the General Plan. She would schedule it for a work session.

Director Erickson stated that Planning Whetstone had written separate Staff reports for changing the boundaries. If they choose to bifurcate the parcels, it would only be a matter of crafting the findings differently for the two parcels. Director Erickson remarked that the

Staff would like to move Stoneridge forward as quickly as possible. Clark Ranch could come back in June.

Assistant City Attorney McLean stated that another issue that requires consideration per State Code, is that an annexation boundary is the first threshold. The question is whether it is appropriate for the City to consider annexing those parcels. She believed that the items Chair Strachan was talking about were more tied to what they look at when deciding whether to annex.

Commissioner Thimm supported bifurcation. Even if the parcels came up for a vote on the same night, he thought they would look at each of the areas separately. He was not opposed to acting on Stoneridge this evening if they had everything they needed to take action.

Director Erickson clarified that the Planning Commission was recommending adoption of the ordinance in accordance with the lot and site requirements in the SF Districts, Chapter 2.11, remove Chapter 8.7 description requirement provisions because that would not move forward until they prepare findings for Stoneridge and Clark Ranch. Planner Kirsten stated that if they wanted to expedite a vote on Stoneridge this evening, the findings for Stoneridge identified in the Staff could be incorporated into the ordinance before it goes to the City Council.

MOTION: Commissioner Joyce moved to forward a POSITIVE recommendation to the City Council for 1) the Lot and Site Development Standards in the SF District, Chapter 2.1; 2) expanding the annexation boundary in the Stoneridge area to the north of the current City limits, and include the Findings on page 110 of the Staff in the ordinance that goes to the City Council; and 3) to eliminate the numbering of definitions in Chapter 15. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

MOTION: Commissioner Phillips moved to CONTINUE all of the proposed Land Management Code Amendments that were not forwarded to the City Council to June 28, 2017. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

3. **166 Main Street – A plat amendment requesting to combine two existing lots located at 166 Main Street into one lot of record.** (Application PL-17-03499)



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

The applicant, Deer Crest Associates I, L.C., developer of the Deer Crest Master Planned Development community, successor in interest to Trans Wasatch Company, L.L.C. and Park City Consolidated Mines Company in matters related to the Deer Crest Settlement Agreement (Settlement Agreement) dated December 29, 1995, submitted a request for a Third Amendment to the Settlement Agreement requesting suspension of a requirement for physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a vacant development parcel known as the Slalom Village parcel (aka Deer Hollow Village).

The original purpose of the disconnect requirement was to prevent direct public through traffic between Jordanelle basin/US 40 area and Park City that would negatively impact lower Deer Valley neighborhoods. During development of Deer Crest, permanent gates were installed on the east and west entrances. These guard controlled gates are known as the east and west perimeter gates. The Third Amendment includes the Deer Crest Master Association (DCMA) as party to the Agreement as they own and maintain the roads and gate houses within Deer Crest. The property is generally located between Deer Valley Drive East and US 40.

On March 22, 2017, the Planning Commission conducted a public hearing, approved the associated Deer Crest Master Planned Development (MPD) amendment and forwarded a positive recommendation to Council with a 3-2 vote to approve the Third Amendment to the Deer Crest Settlement Agreement. This item was initially scheduled for May 11th. The applicant requested a June 15th Council meeting due to scheduling conflicts on May 11th.

Respectfully:

Kirsten Whetstone, Senior Planner

City Council Staff Report



Application #: PL-16-03209
Subject: Third Amendment to the Deer Crest Settlement Agreement
Author: Kirsten Whetstone, MS, AICP- Senior Planner
Date: June 15, 2017
Type of Item: Settlement Agreement Amendment

Summary Recommendation

Staff recommends the City Council review and approve a Third Amendment to the Deer Crest Settlement Agreement to suspend a requirement that Deer Hollow Road (aka Keetley Road) be physically disconnected at the time of development of the Deer Hollow Village (aka Slalom Village) parcel as conditioned.

Description

Applicant: Deer Crest Associates I, L.C., represented by Thomas G. Bennett, Ballard Spahr Law
Location: Deer Hollow Road in the vicinity of the Deer Crest Chairlift, within the Deer Crest Master Planned Development
Zoning: Recreation Commercial- Master Planned Development (RC-MPD)
Adjacent Land Uses: Deer Valley Resort, St. Regis Hotel and Residences, single family homes of Snowtop and Deer Crest Estates, and open space.
Reason for Review: Settlement Agreement amendments require City Council review and final action. Planning Commission, at the request of City Council, forwarded a positive recommendation to approve the amendment.

Proposal

The applicant, Deer Crest Associates I, L.C., developer of the Deer Crest Master Planned Development community, successor in interest to Trans Wasatch Company, L.L.C. and Park City Consolidated Mines Company in matters related to the Deer Crest Settlement Agreement (Settlement Agreement) dated December 29, 1995, submitted a request for a Third Amendment to the Settlement Agreement (Exhibit A) requesting suspension of a requirement for physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a vacant development parcel known as the Slalom Village parcel (aka Deer Hollow Village).

The original purpose of the disconnect requirement was to prevent direct public through traffic between Jordanelle basin/US 40 area and Park City that would negatively impact lower Deer Valley neighborhoods. During development of Deer Crest, permanent gates were installed on the east and west entrances. These guard controlled gates are known as the east and west perimeter gates. The Third Amendment includes the Deer Crest

Master Association (DCMA) as party to the Agreement as they own and maintain the roads and gate houses within Deer Crest. The property is generally located between Deer Valley Drive East and US 40.

On March 22, 2017, the Planning Commission conducted a public hearing and approved the associated Deer Crest Master Planned Development (MPD) amendment and forwarded a positive recommendation to Council with a 3 to 2 vote, to approve the Third Amendment to the Deer Crest Settlement Agreement (see Exhibit E for minutes).

Background

December 29, 1995-The Deer Crest Settlement Agreement (Agreement) by and between Park City Consolidated Mines Company and Trans-Wasatch Company, L.L.C and Park City Municipal Corporation was executed (Exhibit F). A requirement for a physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a development parcel known as the Slalom Village parcel (aka Deer Hollow Village) was included in this original Agreement. The original purpose of the disconnect requirement was to prevent direct public through access between the Jordanelle basin (Wasatch County)/Highway US 40 and Park City.

August 1, 1996- A Settlement Agreement and Release (Exhibit H) was executed between the Queen Ester Village Project Owners Association, Trans Wasatch LLC, Deer Crest Associates I, L.C., and Park City Consolidated Mines (PCCM) (developers).

Queen Ester Settlement Agreement included a provision that allowed the removal of the physical disconnect at Slalom Village, if approved by Park City, “so as to permit and encourage the use of the east control gate as the point of entry and exit for commercial, oversized or trailering vehicles, and vehicles operating outside of specified hours of operation, subject to Developer’s agreement to implement gate controls no less stringent than those set forth on Exhibit B hereto in the master covenants, conditions and restrictions for the Deer Crest Project...”

April 8, 1997- A First Amendment to the Agreement (aka the First Amendment to the Telemark Park Settlement Agreement) was approved by City Council.

First Amendment

- 1) Clarified density, use and configuration, and location of the development areas;
- 2) Addressed timing of annexation of and permit issuance for the Snowtop/Hidden Hollow, Slalom Village, and Roosevelt Gap Areas;
- 3) Moved the previous 20,000 sf ski academy (and parking limitation) from the Slalom Village Area to Telemark Park Village (aka Jordanelle Village Resort) outside of the east perimeter gate and increased the single family lots by one to five (5);
- 4) Added right to construct ski runs and lifts to the section pertaining to the right to construct roads under certain conditions, and
- 5) Included additional stipulations related to ski lifts, ski runs, open space, trails, other

road construction, gates, utilities, and ski runs.

December 17, 1998- Park City annexed 253 acres of this property as the Deer Crest Annexation (Ordinance 98-53) and 84 acres as the Hidden Hollow Annexation (Ordinance 98-52). The remaining property was developed in unincorporated Wasatch County. Access to a majority of the Deer Crest Community is from US 40 at the Mayflower interchange via the east perimeter control gate (also known as the Jordanelle gate house). Access from Park City to the Deer Crest Community is from Deer Valley Drive to Queen Ester Drive and to Deer Hollow Road via the west perimeter control gates (also known as the Queen Ester gate house). (See Exhibit G- location maps and aerial photo of the Deer Crest area).

April 6, 2001- A Second Amendment to the Agreement (aka the Second Amendment to the Telemark Park Settlement Agreement) was approved by City Council.
Second Amendment

- 1) Increased the density of Hidden Hollow subdivision by one single family lot,
- 2) Amended related exhibits, and
- 3) Amended the annexation agreement regarding overnight parking spaces at Roosevelt Gap.

2007 to 2010

Development of the St Regis Resort on the Roosevelt Gap and Snow Park Hotel parcels with a funicular connecting the two as well as two employee housing units and one residential condominium unit within the funicular building. Phases 2 and 3 of the St. Regis Hotel (aka Deer Crest Hotel Conditional Use Permit (CUP)) for future residential condominiums are also approved at the Snow Park Hotel site but have not been constructed. Parking and access through the west perimeter gates for the St. Regis Hotel (approved as the Deer Crest Hotel CUP) is subject to the Deer Crest Settlement Agreement, the Queen Ester Agreement, and the conditions of approval.

During construction of the St. Regis Hotel the temporary disconnect (metal crash gates and boulders) was removed, according to statements made by the Applicant during the June 18, 2009 CUP Amendment Appeal hearings. Chief Building Official (CBO) at that time made a determination that for health and safety reasons Keetley Road should be opened and continually paved as long as the east and west perimeter gates were installed as permanent gates and monitored per the Agreements. The City Engineer recalls the CBO had requested crash gates to be installed at the disconnect site, however this was not done. The east and west gates provided the controlled access to and from US 40 and Park City.

June 9, 2016-

Applicant submitted an application for an amendment to the Deer Crest Master Planned Development (MPD) and a Third Amendment to the Settlement Agreement.

November 22, 2016-

The application was deemed complete upon submittal of a revised surrounding property owner mailing list and envelopes.

February 8, 2017-

Planning Commission conducted a public hearing and following public input and discussion continued the hearing to March 22, 2017 (See Exhibit D- minutes). The Commission was supportive of the requested amendment, as described by the applicant at the meeting, and discussed additional language related to maintenance and operation of the existing gates. The applicant described the amendment as a request to suspend the disconnect requirement provided that the east and west perimeter gates were maintained and operated as specified in the Settlement Agreement preventing public through traffic on Deer Hollow Road.

March 6, 2017-

Applicant submitted a revised Third Amended Settlement Agreement (Exhibit A) and a revised letter (Exhibit B) responding to issues raised by the Commission.

March 22, 2017-

Planning Commission conducted a public hearing and voted 3-2 in favor of amending the Agreement (See Exhibit E- minutes). Discussion at the meeting focused on whether general public traffic should be allowed to use Deer Hollow Road, including once recommendation that the guard gates should be relocated to allow general public access from Park City to US 40 on Deer Hollow Road in exchange for removing the requirement for a disconnect at Slalom Village. Discussion regarding allowing use of Deer Hollow Road to relieve general traffic congestion on Deer Valley Drive as an emergency use was also discussed. There was no public input at this meeting. A earlier motion failed to pass that included, as a condition of approval, that "... parties acknowledge and agree that traffic congestion or delays caused by weather, public or private events and gatherings and other non-life endangering causes may be considered events sufficient to justify or allow occasional access to public traffic over Deer Hollow Drive". Staff recommends the Council review the minutes of the Planning Commission meeting (Exhibits D and E).

Process

Council requested Planning Commission review of the amendment. Planning Commission approved the associated Master Planned Development amendment and forwarded a positive recommendation on the Third Amendment to the Settlement Agreement.

Analysis**Location and description**

The Settlement Agreement property consists of approximately 678 acres, of which 523 are located within Wasatch County and 155 acres are located within Summit County.

At the time of the Agreement a majority of the property was located within the unincorporated areas of these counties. The Settlement Agreement requires Property Owner and/or Homeowners' Association responsibility for the permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian and bike pathways, including snow removal.

Purpose

The original purpose of the disconnect requirement was to prevent Keetley Road (aka Deer Hollow Road) from becoming a through way for public access between Jordanelle basin/Highway US 40 and Park City and negatively impacting lower Deer Valley neighborhoods. Historically the road was an unpaved county road. With development proposals for the Deer Crest property being reviewed by Wasatch County (aka Telemark Park) this required disconnect was seen as necessary to prevent through traffic and public access to Park City and to protect the lower Deer Valley neighborhoods and Deer Valley Drive from the impact of this through traffic. The requirement was memorialized as part of the 1995 Settlement Agreement. With the Deer Crest development, permanent guard control gates at the east and west entrances were constructed.

Perimeter gates

The guard controlled east and west perimeter gates effectively prevent the through traffic and resulting impacts on the lower Deer Valley neighborhoods and the disconnect requirement at Slalom Village is no longer necessary. A permanent disconnect creates issues with emergency access and internal circulation. Provisions of the amended Agreement state that if these permanent gates are not maintained and operated then the disconnection of Keetley Road would be required. Essentially the disconnection requirement is suspended as long as the east and west gates are controlling the through traffic as intended. There is significant approved future development density in the Jordanelle Basin area of Wasatch County.

Internal circulation

This Third Settlement Agreement Amendment allows internal vehicular and pedestrian/bicycle circulation for residents within the Deer Crest/Hidden Hollow/Snowtop/St Regis Hotel Neighborhood area, by keeping the loop open within the Deer Crest development (keeping the perimeter gates in place). There will continue to be relatively direct access between the various subdivisions and hotels within the development.

Additionally, service and delivery, employee vans, guests and owners of the St. Regis Hotel, approaching from US 40 and the east gate, will take a more direct route using Deer Hollow Road, as opposed to Deer Crest Estates Drive, a more circuitous route through a residential neighborhood. Creation of two dead end roads interrupts a loop route for internal circulation within (inside the two gates) the Deer Crest/Hidden Hollow/Snowtop/St. Regis Hotel Neighborhood.

Provision for Emergency use and Evacuation route

Section 5 of the proposed Amendment includes a provision that official vehicles of emergency service providers (police, fire and emergency medical) shall always be allowed to use Deer Hollow Drive to provide emergency services to properties, residents, guests and others within the Project. It also allows use by the general public “in the event of (i) an evacuation necessary to protect human life, (ii) a natural disaster, or (iii) a major public safety event, in each case as determined by the Park City Fire Marshall, Park City Police Chief, Wasatch County Fire Chief or other public safety officer of similar rank in Park City or Wasatch County.

The associated Master Planned Development and Third Settlement Agreement amendment includes a provision for a gated emergency /utility road at the Deer Hollow Village location (one that does not allow general public access) in the event a permanent disconnect is required at some time in the future, due to failure of the perimeter gates.

Snow removal and snow storage

Snow removal and snow storage for the Deer Hollow Village parcel are not changed with the proposed Amendment. Specifics of snow removal and snow storage are reviewed at the time of the Conditional Use Permit review. Creation of two dead end roads, as required by the current agreement, interrupts a more efficient loop route for snow removal and trash removal services, and requires two large turn around areas to be constructed. The road is relatively steep (about 10%) in this area and the terrain within the Slalom Village parcel slopes down from north to south at a 50-60% slope with the north side of the road steeper than the south.

Reduction in vehicular trips

The Settlement Agreement Amendment encourages reduction of vehicular trips. A more direct route from US 40 to the Hotel for van and shuttle service and employee shuttles will contribute to a reduction in vehicular trips within the Deer Crest Development area and at the west entrance gates, reducing impacts on the lower Deer Valley neighborhoods.

Department Review

This request has gone through an interdepartmental review. Service providers at the meeting, both emergency service and utility providers, expressed support for the elimination of the disconnection, for reasons of better emergency access and more efficient delivery and provision of services to the area.

Transportation Planning believes it is incumbent upon the City to provide flexibility in the public and private transportation network to address existing and future transportation needs. While numerous goals and objectives in the General Plan and Traffic and Transportation Master Plan do not support increases in capacity in the transportation system for the private automobile the Disconnect should be viewed under a different context given the location and utility it could provide during times of emergency, especially those associated with natural disasters such as wildfire and

gridlock that impedes response time of public safety officers.

Additionally, limited use of this facility could also result in a reduction in vehicle miles traveled by providing access to residential and commercial facilities via access from US 40 as opposed to requiring all vehicles to travel on SR 248, then Bonanza, and ultimately Deer Valley Drive and Queen Ester.

All that being said, Transportation Planning supports a “suspension” of the disconnect provided that east and west gates function as intended and do not allow for general purpose traffic freely travel from US 40 to Lower Deer Valley. It will be imperative that the functionality of these gates be monitored and evaluated for compliance with this condition which should be explicitly documented.

From a long range perspective upgrading this facility to meet applicable design standards should be considered as to provide for transit only access through the development as the Jordanelle Basin experiences increased growth. Increasing capacity by providing priority to transit is consistent with the General Plan and TTMP and should not be eliminated from future consideration, if and when warranted.

On November 12, 2013, the Deer Crest Interlocal Development Services Committee met and discussed the disconnect requirement. The committee expressed support for the amendment to permanently remove the required disconnection and to rely on the east and west perimeter gates to control access. The Development Services Committee also met on February 7, 2017, and confirmed support for the amendment as proposed.

Notice

On November 30, 2016, the property was posted and notices of the public hearing were mailed to property owners within the Deer Crest Homeowner Association (HOA) as well as to property owners within 300 feet of the lower west perimeter gate, including the Queen Ester and lower Solamere neighborhoods. Legal notice was published in the Park Record, on the City Website, and on the Utah Public Notice Website on November 26, 2016 and on January 21, 2017 for the February 8th Planning Commission meeting. On February 8th this item was continued at the request of the applicant to March 22nd.

Public Input

Staff received letters in support from Wasatch County, Deer Valley Resort, Jordanelle Special Service District, and several home owners within Deer Crest Estates and Snowtop subdivisions (See Exhibit C). No letters were received that identified the author as being a Queen Ester resident or owner. Queen Ester HOA signed a Settlement Release Agreement (Exhibit H) in 1996, with conditions as spelled out in the release agreement, agreeing to not oppose a proposed Deer Crest Settlement Agreement amendment regarding the disconnect of Deer Hollow Road.

Recommendation

Staff recommends the City Council review and approve a Third Amendment to the Deer Crest Settlement Agreement to suspend a requirement that Deer Hollow Road

(aka Keetley Road) be physically disconnected at the time of development of the Deer Hollow Village (aka Slalom Village) parcel based on the following findings of fact and conditions of approval:

Findings of Fact

1. The Deer Crest Settlement Agreement (Agreement) by and between Park City Consolidated Mines Company and Trans-Wasatch Company, L.L.C and Park City Municipal Corporation was executed on December 29, 1995.
2. A requirement for a physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a development parcel known as the Slalom Village parcel (aka Deer Hollow Village) was included in this original Agreement.
3. The original purpose of the disconnect requirement was to prevent direct public through traffic between Jordanelle basin/US 40 and Park City.
4. During development of Deer Crest, permanent gates were installed on the east and west entrances. These east and west gates are guard controlled and are known as the east and west perimeter gates.
5. In 1996 a Settlement Agreement and Release was executed between the Queen Ester Village Project Owners Association, Trans Wasatch LLC, Deer Crest Associates I, L.C., and Park City Consolidated Mines (PCCM) (Trans Wasatch, Deer Crest and PCCM were the developers).
6. Included in this Queen Ester Settlement Agreement was a provision that allowed the removal of the physical disconnect at Slalom Village, if approved by Park City, "so as to permit and encourage the use of the east control gate as the point of entry and exit for commercial, oversized or trailering vehicles, and vehicles operating outside of specified hours of operation, subject to Developer's agreement to implement gate controls no less stringent than those set forth on Exhibit B hereto in the master covenants, conditions and restrictions for the Deer Crest Project..."
7. A First Amendment to the 1995 Deer Crest Settlement Agreement (aka the First Amendment to the Telemark Park Settlement Agreement) was approved by City Council on April 8, 1997.
8. Items of the First Amendment included the following: 1) clarified density, use and configuration, and location of the development areas; 2) addressed timing of annexation of and permit issuance for the Snowtop/Hidden Hollow, Slalom Village, and Roosevelt Gap Areas; 3) moved the previous 20,000 sf ski academy (and parking limitation) from the Slalom Village Area to Telemark Park Village (aka Jordanelle Village Resort) outside of the east perimeter gate and increased the single family lots by one to five (5); 4) added right to construct ski runs and lifts to the section pertaining to the right to construct roads under certain conditions, and 5) included additional stipulations related to ski lifts, ski runs, open space, trails, other road construction, gates, utilities, and ski runs.
9. A Second Amendment to the 1995 Deer Crest Settlement Agreement (aka the Second Amendment to the Telemark Park Settlement Agreement) was approved by City Council on April 6, 2001.
10. The purpose of the Second Amendment was to increase the density of Hidden Hollow subdivision by one single family lot, thus increasing the total number of

single family lots lying west of the east perimeter gate by one to 151 (from 150) and increasing the total number of units by one to 546 units (from 545); amending related exhibits, and amending the annexation agreement for Alternative A for the Roosevelt Gap/Snow Park Hotel Area (now known as the St. Regis Resort approved with the Deer Crest Hotel Conditional Use Permit) to allow the Planning Commission to approve up to 105 overnight parking spaces at Roosevelt Gap.

11. The Deer Crest property consists of approximately 678 acres, of which 523 are located within Wasatch County and 155 acres are located within Summit County.
12. The property is generally located between Deer Valley Drive East and US 40.
13. There is significant approved future development density in the Jordanelle Basin area of Wasatch County that will access US 40.
14. At the time of the Agreement a majority of the property was located within the unincorporated areas of these counties.
15. The Agreement requires Property Owner and/or Homeowners' Association responsibility for the permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian and bike pathways, including snow removal.
16. On December 17th, 1998, Park City annexed 253 acres of this property as the Deer Crest Annexation (Ordinance 98-53) and 84 acres as the Hidden Hollow Annexation (Ordinance 98-52). The remaining property was developed in unincorporated Wasatch County.
17. Access to a majority of the Deer Crest Community is from US 40 at the Mayflower interchange via the east perimeter control gate (also known as the Jordanelle gate house). Access from Park City to the Deer Crest Community is from Deer Valley Drive to Queen Ester Drive and to Deer Hollow Road via the west perimeter control gates (also known as the Queen Ester gate house).
18. The Roosevelt Gap and Snow Park parcels were developed with the Deer Crest Hotel Conditional Use Permit (CUP) (St. Regis Hotel), including a funicular connecting them, two employee housing units and one residential condominium unit within the funicular building.
19. Phases 2 and 3 of the St. Regis Hotel (aka Deer Crest Hotel CUP) (future residential condominiums) are also approved at the Snow Park Hotel site but have not been constructed. Parking and access through the west perimeter gates for the St. Regis Hotel (approved as the Deer Crest Hotel CUP) is subject to the Settlement Agreement, as amended, and as reflected in the Deer Crest Hotel CUP conditions of approval.
20. Access through the gates is also described in the Queen Ester Settlement Agreement executed on August 1, 1996.
21. The applicant, Deer Crest Associates I, L.C., developer of the Deer Crest Master Planned Development community, is successor in interest to Trans Wasatch Company, L.L.C. and Park City Consolidated Mines Company in matters related to the Deer Crest Settlement Agreement dated December 29, 1995.
22. On June 9, 2016, the applicant submitted a request for a Third Amendment to the Settlement Agreement (which acts as the Master Planned Development for the

property) to suspend a requirement for a physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a development parcel known as the Slalom Village parcel (aka Deer Hollow Village).

23. The application was considered complete on November 22, 2016 upon submittal of a revised surrounding property owner mailing list and envelopes on November 22, 2016.
24. Deer Crest Master Association (DCMA), as owner and responsible party for the roads and gates within the Deer Crest Development, is party to this Third Amendment.
25. Wasatch County, Deer Valley Resort, Jordanelle Special Services district, the Deer Crest Master Association, and Deer Valley Resort submitted letters in support of this amendment.
26. Staff received letters in support of this amendment from home owners within Deer Crest Estates.
27. This proposed Third Amended Settlement Agreement does not request changes to the approved Deer Crest Hotel CUP, or any of the other development parcels within the Deer Crest Development area.
28. No changes are proposed to parcel densities outlined in the Settlement Agreement, as amended. Slalom Village (aka Deer Hollow Village) is one of the remaining undeveloped areas of the MPD. Section 5.2.3.1 states the density "shall not exceed 83 multi-family units (maximum 2,400 square feet per unit) with support commercial space up to 5% of the gross square footage and appropriate amenities and five (5) single-family lots (per 1st Amendment)".
29. No changes are proposed to setbacks, open space, off-street parking, building height, landscaping, sensitive lands compliance, affordable housing requirements, child care, trails, clustered development site planning, grading and retaining walls, as outlined in the Settlement Agreement, as amended.
30. The proposed amendment allows for emergency vehicle access on Deer Hollow Road, as well as use during emergencies declared by public safety officials.
31. The proposed amendment allows for internal vehicular and pedestrian/bicycle circulation for residents within the Deer Crest/Hidden Hollow/Snowtop/St Regis Hotel Neighborhood area, by keeping the loop open within the area (keeping existing perimeter gates in place). There will continue to be relatively direct access between the various subdivisions and hotels within the development.
32. Additionally, service and delivery, employee vans, guests and owners of the St. Regis Hotel, approaching from US 40 and the east gate, will take a more direct route using Deer Hollow Road, as opposed to Deer Crest Estates Drive, a more circuitous route through a residential neighborhood. Creation of two dead end roads interrupts a loop route for internal circulation within (inside the two gates) the Deer Crest/Hidden Hollow/Snowtop/St. Regis Hotel Neighborhood.
33. The amendment include a provision for a gated emergency /utility road at the Deer Hollow Village location (one that does not allow general public access) in the event a permanent disconnect is required at some time in the future due to failure to maintain required traffic control.
34. Snow removal and snow storage for the Deer Hollow Village parcel are not changed with the proposed amendment. Creation of two dead end roads would

interrupt a more efficient loop route for snow removal services, and requires two large turn around areas to be constructed.

35. The road is relatively steep (about 10%) in this area and the terrain within the Slalom Village parcel slopes down from north to south at a 50-60% slope with the north side of the road steeper than the south.
36. The amendment encourages reduction of vehicular trips. A more direct route from US 40 to the Hotel for van and shuttle service and employee shuttles will contribute to a reduction in vehicular trips within the Deer Crest Development area and the west entrance gates, reducing impacts on the lower Deer Valley neighborhoods. As written the amendment does not address use of the road for Transit.
37. The amendment was reviewed for consistency with goals and objectives of the Park City General Plan and found to maintain Park City's resort and neighborhood character, protect neighborhoods from impacts of development, provide pedestrian amenities and connections, promote efficient delivery of services and emergency response, provide efficient vehicular circulation and promote reduction of vehicular trips.
38. On November 30, 2016, the property was posted and notices of the public hearing regarding the amended MPD were mailed to property owners within the Deer Crest Master Homeowner's Association (HOA) as well as to property owners within 300 feet of the lower west perimeter gate, including the Queen Ester and lower Solamere neighborhoods.
39. Legal notice of the public hearing regarding the amended Master Planned Development (MPD) was published in the Park Record, on the City Website, and on the Utah Public Notice Website on November 26, 2016.
40. On February 8th and March 22nd, 2017, the Planning Commission conducted public hearings. On March 22nd, the Commission approved an amendment to the Deer Crest Development MPD and forwarded a positive recommendation to the City Council to approve the Agreement amendment by a vote of 3 in favor and 2 opposed.

Conditions of Approval

1. All provisions, requirements, regulations, and conditions of approval of the 1995 Deer Crest Settlement Agreement, as amended, continue to apply.
2. Approval of the Third Amendment to the Settlement Agreement by the City Council is a condition precedent to submittal of a Conditional Use Permit for development of the Deer Hollow Village parcels.
3. The Third Amendment to the Settlement Agreement shall be fully executed and recorded at Summit County within six (6) months of approval by City Council or this approval shall be null and void, unless a written request for an extension is submitted to the Planning Department and approved by the Planning Commission.
4. In order to enforce provisions of the Third Amendment to the Settlement Agreement, in particular Section 6 (Maintenance of Access Gates), Section 7 (Failure to Maintain Access Gates), and Section 8 (Reinstatement of the Disconnect Requirement) an annual report on the maintenance and operation

of the east and west perimeter gates shall be provided by the Deer Crest Master Association to the Park City Planning Department on the anniversary date of execution of the Third Amendment.

Exhibits

Exhibit A- Proposed Third Amendment to Deer Crest Settlement Agreement

Exhibit B- Applicant's letter and attachments ([link](#))

Exhibit C- Letters from affected property owners, Deer Valley, service providers

Exhibit D- Minutes of the February 8, 2017 Planning Commission meeting

Exhibit E- Minutes of the March 22, 2017 Planning Commission meeting

Exhibit F- 1995 Settlement Agreement and Exhibits ([link](#))

Exhibit G- Aerial photo/map overview of Deer Crest area

Exhibit H- Queen Esther Settlement Release Agreement

**THIRD AMENDMENT TO
SETTLEMENT AGREEMENT**

This THIRD AMENDMENT TO SETTLEMENT AGREEMENT ("Amendment") is made and executed as of _____, 2017 by and among DEER CREST ASSOCIATES I, L.C., a Utah limited liability company ("DCA"), DEER CREST MASTER ASSOCIATION, INC., a Utah non-profit corporation ("DCMA"), and PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah ("City").

RECITALS

A. The City, Trans-Wasatch Company, L.L.C., a Utah limited liability company ("Trans-Wasatch"), and Park City Consolidated Mines Company, a Utah corporation ("ParkCon") entered into that certain Telemark Park Settlement Agreement dated December 29, 1995, as amended by that certain First Amendment to the Telemark Park Settlement Agreement dated April 8, 1997, and that certain Second Amendment to the Telemark Park Settlement Agreement dated April 6, 2001 (collectively, the "Settlement Agreement"), which agreement governed certain development rights within a residential development known as Deer Crest ("Project").

B. DCA acquired all of the interest of Trans-Wasatch and ParkCon in and to the Project, including all rights and obligations of Trans-Wasatch and ParkCon under the Settlement Agreement.

C. The Settlement Agreement contemplated that Keetley Road within the Project (now known and referred to herein as "Deer Hollow Drive") would be disconnected and that physical improvements would be placed on the historic location of such road in order to prevent through traffic use of Deer Hollow Drive.

D. In furtherance of a common plan of development for the Project, DCA adopted the Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Deer Crest dated October 31, 1997, as amended (the "Master Declaration"), which sets forth master covenants, conditions and restrictions affecting the Project. Pursuant to the Master Declaration, DCA also created DCMA for the purposes set forth in the Master Declaration including, without limitation, for the purposes of owning, maintaining, and administering the common elements in the Project.

E. DCA has conveyed to DCMA all of the roads, open space parcels and other common elements in the Project, including Deer Hollow Drive.

F. The parties believe that it is in the best interest of the Project and the City that Deer Hollow Drive be preserved as a means of access through the Project, including access by emergency vehicles.

G. The parties desire to modify the Settlement Agreement to suspend the requirement to create a physical disconnect on Deer Hollow Drive in order to prevent through traffic over Deer Hollow Drive, and to remove any requirement that structures be built in the historic location of such road.

H. DCA, DCMA and the City desire to amend the Settlement Agreement as set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DCA, DCMA and the City hereby agree as follows:

1. Defined Terms and Status of Recitals. Capitalized terms used and not otherwise defined in this Amendment shall have the meaning or meanings given to them in the Settlement Agreement. The foregoing recitals are true and correct and are incorporated herein by reference.

2. References to Keetley Road. All references in the Settlement Agreement to Keetley Road shall mean and refer to Deer Hollow Drive.

3. Continued Existence of Deer Hollow Drive. The requirement for a permanent physical disconnect of Deer Hollow Drive, at the Slalom Village location, is hereby suspended. Subject to the terms and conditions of this Amendment, Deer Hollow Drive shall remain a main road within the Project, and shall not be disconnected, either temporarily or permanently, except as provided herein.

4. Right to Relocate Deer Hollow Drive. DCA, its successors and assigns, shall have the right to relocate portions of Deer Hollow Drive, at its sole cost and expense, to accommodate the eventual development of Slalom Village and other properties within the Project.

5. Use of Deer Hollow Drive. Official vehicles of emergency service providers (police, fire and emergency medical) shall always be allowed to use Deer Hollow Drive to provide emergency services to properties, residents, guests and others within the Project. Otherwise, Deer Hollow Drive shall be for the exclusive use by the owners, guests, and invitees within the Project; provided, however, that Deer Hollow Drive may be used by members of the general public in the event of (i) an evacuation necessary to protect human life, (ii) a natural disaster, or (iii) a major public safety event, in each case as determined by the Park City Fire Marshall, Park City Police Chief, Wasatch County Fire Chief or other public safety officer of similar rank in Park City or Wasatch County. Without broadening the uses provided for in the immediately preceding sentence, the parties acknowledge and agree that traffic congestion or delays caused by weather, public or private events and gatherings, and other non-life endangering causes shall not be considered events of sufficient health and safety risk to justify or allow access to public traffic over Deer Hollow Drive.

6. Maintenance of Access Gates. The access gates on the east and west sides of the Project shall continue to be maintained and operated in accordance with the Settlement Agreement to prevent general public access through the Project between Highway 40 and Park City. DCMA shall maintain and operate the access gates, or shall cause the access gates to be maintained and operated, in accordance with the Settlement Agreement so as to prevent general public access through the Project between Highway 40 and Park City.

7. Failure to Maintain Access Gates. In the event that the City finds that the access gates on the east and west sides of the Project are not being maintained or operated in such manner so as to prevent general public access through the Project between Highway 40 and Park City, the City shall notify DCA and DCMA, in writing, of any such objectionable circumstance (each such circumstance, a “Gate Defect”), whereupon DCMA shall have sixty (60) calendar days to respond to each such notice and remedy the Gate Defect. In the event that a Gate Defect cannot reasonably be remedied within sixty (60) calendar days, DCMA will have such additional time as reasonably necessary to remedy the Gate Defect if it notifies the City of the manner in which the Gate Defect will be cured, and if appropriate corrective action is instituted within the initial sixty (60) calendar day period and is diligently pursued after the corrective action begins. In the event that the City continues to dispute the sufficiency of the maintenance and operation of the access gates after DCMA has taken the action it believes to be adequate to correct a Gate Defect, and the City and DCMA are unable to reach an agreement as to the appropriate action to be taken, such dispute shall be submitted for resolution in the Third Judicial District Court for State of Utah.

8. Reinstatement of Disconnect Requirement. In the event the failure to fully remedy a Gate Defect or other violation of the Settlement Agreement regulating access over Deer Hollow Drive and a court of competent jurisdiction determines that there has been an uncured default under the Settlement Agreement, the City may reinstate the Deer Hollow Drive disconnect requirement, and cause DCMA to construct, at its sole cost and expense, permanent gates, landscaping, boulders or other means to permanently disconnect Deer Hollow Drive and to render it unusable for travel between the east and west boundaries of the Project. The method and placement of the Deer Hollow Drive disconnect shall be determined by DCA and DCMA, but shall not impede the development of Slalom Village, and there shall be no requirement that the Primary Village Structure developed as part of Slalom Village be built to physically disconnect Deer Hollow Drive. In the event that the suspension of the disconnect requirement is terminated and the disconnect requirement is reinstated at some time in the future, a gated emergency bypass road that allows the passage of emergency and snow removal vehicles, as well as pedestrian and bicycle use, shall be constructed at the same time as the disconnect to create an emergency bypass around the constructed disconnect.

9. General Amendment of Settlement Agreement. Notwithstanding any specific reference, or lack thereof, in this Amendment, the Settlement Agreement is hereby amended to reflect the foregoing intent and agreement of the parties. Any provision of the Settlement Agreement inconsistent with this Amendment is hereby terminated or amended to be consistent with this Amendment.

10. Specific Amendments. Without limiting the generality of the foregoing provisions, and subject to the conditions set forth above, the Settlement Agreement is hereby amended as follows:

10.1. Section 5.2.3.2 of the Settlement Agreement is hereby hereby amended as follows:

5.2.3.2 Annexation Agreement. If Slalom Village is annexed into Park City, then the following conditions of

development shall bind the parties: (a) the density of Slalom Village Area shall not exceed 83 multi-family units (maximum 2,400 sq. ft./unit) with support commercial space up to 5% of the gross square footage and appropriate amenities, four (4) single-family lots, and a 20,000 square foot ski academy, (b) a ski chair lift shall be constructed within a 1,100 foot radius of the Primary Village Structure at Slalom Village prior to the issuance of a certificate of occupancy for any portion of the Slalom Village Area, ~~(c) the Primary Village Structure shall be placed to physically disconnect the historical configuration of Keetley Road, and (d) and (c)~~ the Property Owners shall irrevocably grant limited conservation easements to the ski run(s) and remaining areas, as so depicted in Exhibit "N." Park City shall not accept the conservation easements until the ski runs and appurtenant ski facilities are built or for a period of one year from certificate of occupancy, whichever is earlier. As more fully described in Section 5.2.2.1 above, Property Owners may transfer up to ten (10) single-family and/or multi-family units from the Slalom Village Area to Telemark Park Village outside the eastern perimeter controlled access gate, in exchange for an increase of up to ten (10) multi-family units being added to the Snow Park Hotel Site, upon Park City's consent. The final sentence of Section 5.2.3.3 of the Settlement Agreement is hereby deleted in its entirety and is of no further force and effect.

10.2. Section 5.2.3.3 of the Settlement Agreement is hereby amended as follows:

5.2.3.3 Development Alternative to Slalom Village. In the event Property Owners elect not to construct the development described in Section 5.2.3 above, then Property Owners shall have the right to develop a single family subdivision not to exceed twelve (12) lots in place of the 83 multi-family units. The twelve (12) lots shall be platted in Wasatch County and may be recorded within the Slalom Village development envelope with limits of disturbance established by Wasatch County and as generally depicted in Exhibit "S." The Park City staff and City Council have reviewed Exhibit "S," and found said exhibit to be generally acceptable as to density, use and configuration. The twelve (12) single-family lots are in addition to the four (4) lots shown on Exhibits "C" and "F" and the 20,000 square foot Ski Academy. Property Owners shall have the right to develop the 12 single-family lot subdivision and the 20,000 square foot Ski Academy as a Wasatch County development. ~~In the event Property Owners elect to develop the twelve (12) single family lot subdivision, then Property Owners shall realign and construct Keetley Road as depicted on Exhibit "S," wherein Slalom Village becomes a cul-de~~

~~sac that is not accessible from the eastern portion of Keetley Road except via St. Louis Drive.~~

10.3. Section 5.2.3.4 of the Settlement Agreement is hereby deleted in its entirety as follows:

~~5.2.3.4 Disconnection of Keetley Road at Slalom Village Location. A permanent physical disconnection of Keetley Road shall occur at the Slalom Village Area location, which disconnection shall be accomplished as follows: (a) Upon the platting of lots in the Little Baldy neighborhood or upper St. Louis neighborhood, Property Owners shall disconnect, either by steel gates and/or boulders and natural vegetation, Keetley Road so as to prevent vehicular through traffic in the Slalom Village Area; and (b) disconnection shall be permanent at the Slalom Village location upon the construction of the Primary Village Structure at Slalom Village (the footprint of which shall partially be within the historic configuration of Keetley Road right-of-way, such that the right-of-way is completely obstructed) or the construction of the cul-de-sac configuration described in Section 5.2.3.3. Upon the permanent physical disconnection, there shall be no reconnection of Keetley Road at the Slalom Village location. Nothing herein shall preclude the parking and internal circulation at the Primary Village Structure as described in Section 5.2.3.7.~~

10.4. Section 5.2.3.8 of the Settlement Agreement is hereby amended as follows:

5.2.3.8 Vehicular Access to Slalom Village. Access to Slalom Village area shall be via Keetley Road from the western and eastern perimeter controlled access gates, ~~except as limited by Section 5.2.3.4 above. However, parking and internal circulation within Slalom Village shall discourage the use of Keetley Road as a means of vehicular travel from U.S. Highway 40 to Park City. An emergency/utility road, as described in paragraph 5.3.7.3 below, shall bypass Slalom Village connecting the easterly and westerly sections of the disconnected Keetley Road, and shall be crash gated to prevent vehicular through traffic by the general public, except as limited by Section 5.2.3.4 above.~~

10.5. Section 5.2.3.10 of the Settlement Agreement is hereby amended as follows:

5.2.3.10 Slalom Village Parking. Property Owners may construct no more parking stalls underneath the Slalom Village multi-family unit structure than are required to service that structure as may be required by the appropriate Wasatch County

official(s). ~~The parking structure at Primary Village Structure may be accessible from Park City so long as the connection between the parking levels is designed to Park City's reasonable satisfaction in such a manner that sufficiently discourages the tendency to use the Keetley Road as a means of vehicular travel from U.S. 40 to Park City. It is contemplated that such will be accomplished by the construction of a multi-level structure with vertical separation between the east and west parking entrances, and an internal ramping and gate system.~~ No more than 25 vehicular parking spaces shall be constructed at the Ski Academy. Shuttle service to and from the Ski Academy and/or Slalom Village Area shall be provided by all reasonable means in order to discourage the use of individual vehicular forms of transportation.

10.6. Section 5.3.7 of the Settlement Agreement is hereby deleted in its entirety as follows:

~~5.3.7 Construction and Conveyance of Slalom Village Emergency Utility Road. Prior to completion of the foundation for the primary Slalom Village multi-family structure, the Property Owners shall construct (at their cost and expense) and convey to Park City, in fee simple, title in the Slalom Village Emergency Utility Road designated on the Development Plan as running in a northwest/southeast direction just northeast of the Slalom Village Area. Said deed shall take the form of Exhibit "X."~~

11. Settlement Agreement Remains in Effect. This Amendment shall be considered supplemental to the Settlement Agreement. Except as expressly amended by the foregoing, the Settlement Agreement shall remain in full force and effect and shall not be canceled, suspended or otherwise abrogated by this Amendment.

12. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, this THIRD AMENDMENT TO SETTLEMENT AGREEMENT is entered into as of the date first set forth above.

DCA:

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By: Grand Harvest Ventures, LLC, its
Managing Member

By: _____
Angela C. Sabella, Manager

DCMA:

DEER CREST MASTER ASSOCIATION, a Utah
non-profit corporation

By: _____
Name: _____
Its: _____

CITY:

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

By: _____
Name: _____
Its: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

EXHIBIT B - SEE LINK IN EXHIBIT LIST

EXHIBIT C

Park City Planning Commission
445 Marsac Avenue
Park City, Utah 84060
Email: kirsten@parkcity.org

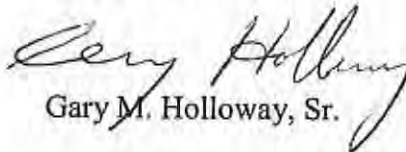
RE: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest Master
Planned Development

Dear Planning Commissioners:

As a homeowner in the Deer Crest development, I am writing in support of the application of Deer Crest Associates to eliminate the disconnect requirement presently affecting Deer Hollow Road. This requirement, if maintained, will adversely impact the delivery of emergency services to Deer Crest, which substantially increases the likelihood of harm to the residents and their property in the unfortunate event such services are needed. Traffic through Deer Crest residential areas and the Queen Esther Gate will substantially increase if the disconnect remains in effect. Finally, the original rationale of the disconnect – preventing vehicles from using Deer Hollow Road as a shortcut from Highway 40 to Deer Valley and Park City – is more than adequately addressed with the presence of manned gates at Queen Esther entrance and at the Jordanelle entrance. In short, the benefits of the disconnect (if any) are substantially outweighed by its detriments.

Your attention to this letter is greatly appreciated.

Respectfully submitted,


Gary M. Holloway, Sr.



Kirsten Whetstone

From: Gary Holloway <GHolloway@gmh-inc.com>
Sent: Wednesday, January 18, 2017 10:26 AM
To: Kirsten Whetstone
Subject: Letter for Deer Crest Annual Meeting
Attachments: Letter to Park City Planning Commission.pdf

Kristen, attached is my letter that was requested.

Thank you,
Gary Holloway

Kirsten Whetstone

From: Steve Issowits <sissowits@deervalley.com>
Sent: Tuesday, January 17, 2017 3:25 PM
To: Kirsten Whetstone
Subject: Letter to Planning - Re: Deer Hollow Rd Disconnect
Attachments: 20170117152010663.pdf

Hi Kirsten - Please find the attached letter on behalf of Deer Valley Resort as it relates to our support of removing the requirement to physically disconnect Deer Hollow Rd. I would like this to be made part of the public record. If you could please confirm receipt and also let me know if you have any questions or comments, I would appreciate that. Thank you,

Steve

Steven J. Issowits
Director - Real Estate and Resort Planning
steve@deervalley.com
435-645-2630 direct | 435-640-9854 cell
435-645-6538 fax

Deer Valley Resort
PO Box 1000
Park City, UT 84060
www.deervalley.com

Deer Valley Resort is honored to be ranked #1 for Access, Guest Service, Grooming, Lodging, Dining, On-mountain Food and Kid-Friendliness by the readers of SKI Magazine for 2017.



DEER VALLEY

January 16, 2017

Planning Department – Attn: Kirsten Whetstone
Park City Municipal Corporation
445 Marsac Avenue
P.O. Box 1480
Park City, UT 84060

Re: Deer Hollow Road Disconnect

Dear Ms. Whetstone:

Please accept this letter written in support of the recent application by Deer Crest Associates I, L.C. ("DCA"), as it relates to removal of the requirement to create a physical disconnect along Deer Hollow Road through the Deer Crest Master Planned Development community ("Deer Crest").

It is my understanding with respect to the Settlement Agreement dated December 29, 1995 with Park City Municipal Corporation ("Settlement Agreement") as referenced by your recent Staff Report, such agreement required the physical disconnection of Deer Hollow Road (formerly known as Keetley Road) as it passes through Deer Crest at the approximate location of a development parcel referred to in the Settlement Agreement as Slalom Village. Through subsequent installation of guarded gate houses at the east and west entrances to Deer Crest, an effective barrier was created to eliminate the ability for public use of Deer Hollow Road for direct access between Wasatch County and Park City. It is in Deer Valley Resort's opinion that such gate houses appropriately control traffic through Deer Crest and accomplishes the original intent of the physical disconnect. It is also our opinion that upholding such physical disconnect requirement would alternatively place unnecessary traffic flow onto Deer Crest Estates Drive resulting in undesirable and less safe conditions for the community, while providing no benefit to Park City.

Additionally and as you may be aware, Deer Valley Resort utilizes Deer Hollow Road to access, operate and maintain certain areas of the resort. This includes, but is not limited to the Jordanelle Gondola, Mountaineer chairlift, Jordanelle snowmaking pump house and various ski runs, summer trails and infrastructure. Physically disconnecting Deer Hollow Road would significantly impair the needs of Deer Valley Resort staff and create additional vehicle miles traveled to access the same locations as needed to maintain and operate the resort.

Based on these and other reasons, Deer Valley Resort is in favor of the Settlement Agreement being amended to remove the disconnect requirement and encourages Park City to adopt an amendment to the Settlement Agreement to accomplish this. I appreciate your consideration and am requesting this letter be shared with the Planning Commission members as you see fit. Thank you.

Sincerely,


Steve Issowits

Deer Valley Resort

Director of Real Estate & Resort Planning

Kirsten Whetstone

From: Bob Jones <bob.jonesying@gmail.com>
Sent: Wednesday, January 11, 2017 9:09 PM
To: Kirsten Whetstone; Don Taylor, Deer Crest Ops Manager
Subject: Deer Hollow disconnect

Hi,

I am a Deer Crest resident (3516 W Crest Ct) and wanted to express my support for eliminating the disconnect requirement for Deer Hollow road. Keeping the road open will make it easier for commercial and emergency traffic to navigate our community, while reducing traffic for both residents of Deer Crest and the communities near the Queen Esther Gate. Also, since Deer Crest is a private community, there is no risk Deer Hollow will ever become a short cut from town to Highway 40.

Thanks,

--

=====

Bob Jones
3516 W Crest Ct
Park City, UT 84060
908-313-9614 (c)
bob.jonesying@gmail.com

Kirsten Whetstone

From: James Asali <jasali@gmh-inc.com>
Sent: Tuesday, January 10, 2017 2:23 PM
To: Kirsten Whetstone
Cc: Gary Holloway
Subject: RE: Deer Crest Application

Thank you.

From: Kirsten Whetstone [mailto:kirsten@parkcity.org]
Sent: Tuesday, January 10, 2017 4:22 PM
To: James Asali
Cc: Gary Holloway
Subject: RE: Deer Crest Application

Thank you for your letter regarding the Deer Crest disconnect issue.
I will include it with the others in the packet when the Planning Commission discusses this issue on February 8th

Kirsten

Kirsten A. Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060



From: James Asali [mailto:jasali@gmh-inc.com]
Sent: Tuesday, January 10, 2017 1:40 PM
To: Kirsten Whetstone
Cc: Gary Holloway
Subject: Deer Crest Application

Please see the attached correspondence from Mr. Gary Holloway, Sr.

Regards,

James T. Asali
Vice President and General Counsel
GMH Associates
10 Campus Boulevard | Newtown Square, PA | 19073
P: 610-355-8224 | F: 610-355-8524
jasali@gmh-inc.com
<http://www.gmhassoc.com>

January 9, 2017

Park City Planning Commission
445 Marsac Avenue
Park City, UT 84060

RE: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest Master Planned Development

Gentlemen:

We are residents in the Deer Crest Development of Deer Valley at Snow Top Court. Having recently learned of the Park City Planning Commission's upcoming review of Deer Crest Associates (DCA) application to eliminate the Deer Hollow Road Disconnect ("the disconnect"), we are sending this letter to voice our support of the of this application. In other words, we are TOTALLY against the road disconnect.

We travel to Provo and Heber City on a regular basis, and "the disconnect" would be an extreme inconvenience forcing us to drive through the development using Deer Crest Estates Drive. Our concerns are as follows:

- Lack of safety for both traffic and other Deer Crest residents
- An impairment to emergency services (fire and life-safety 911 calls) to several areas including our residence on Snow Top Court
- An increase in traffic through the Queen Ester Gate and adjacent Deer Valley neighborhoods
- Increase in traffic through Deer Valley and Park City via Kearns Blvd.
- Increase in heavy construction vehicle traffic on Deer Crest Estates Drive, and throughout the development
- A decrease in potential property value

We currently use the Jordanelle Gate for access to Provo and Heber City. It is significantly more accessible, and a safer route when leaving our home.

We believe that since this is a gated community at both Jordanelle Gate and Queen Ester Gate, the thru traffic from Hwy 40 to Deer Valley and Park City (short-cut) is not an issue, and that "the disconnect" would serve no useful purpose. It would only increase traffic and lessen residential and life-safety issues.

If you have further questions regarding our concerns, please call me at 650-892-5213 or email to: bhammond@accoes.com

Sincerely,



Robert T. Hammond
3461 W. Snow Top Court
Park City, UT 84060



Kirsten Whetstone

From: Brian Sterrett <briansterrett@hotmail.com>
Sent: Saturday, January 07, 2017 12:32 PM
To: Kirsten Whetstone
Subject: PL-16-03209 Deer Crest Associates

Hi Kirsten,

We are Deer Crest residents and support the proposal to eliminate the disconnect. This feels like a "no-brainer" given the investment in the manned gatehouses, successful status quo, and the horrible inconveniences and safety risks to our community if Deer Hollow didn't go through.

Brian & Jane Sterrett
Townhome 11
331.213.8227

Kirsten Whetstone

From: Cari WELLIVER <welliver@cox.net>
Sent: Tuesday, January 03, 2017 5:09 PM
To: Kirsten Whetstone
Subject: Feb 8th Hearing on Deer Crest Association application to remove disconnect

To: Park City Planning Commission
445 Marsac Ave
Park City, UT 84060

From: Cari Welliver
11271 N Snowcap Road
Park City, UT 84060

I am writing today to express my interest in making sure the commission recommends to the City Council the removal of the disconnect requirement in the Deer Crest Homeowners association.

The disconnect, in my view will create significant problems in the DCA and requiring a disconnect as currently established would do the following:

- 1) It will significantly impair emergency services to Deer Crest**
- 2) It likely will increase traffic through the Queen Esther Gate, and therefore through the Queen Esther area
- 3) It will increase the traffic through Deer Crest Residential areas, as opposed to being able to transit a street with very few residential properties being affected
- 4) As far as I can see, there is no benefit to Park City to have a disconnect in this location, as the community is gated and the gates are not going to be removed.

I will follow this up with a letter to you as well.

Sincerely,

Cari Welliver

Kirsten Whetstone

From: Tonya <tlcumbee@comcast.net>
Sent: Tuesday, January 03, 2017 10:43 PM
To: Kirsten Whetstone
Subject: Feb 8th Hearing on Deer Crest Association application to remove disconnect

To: Park City Planning Commission
445 Marsac Ave
Park City, UT 84060

From: Tonya Cumbee
11289 Snowtop Road
Park City, UT 84060

I am writing today to express my interest in making sure the commission recommends to the City Council the removal of the disconnect requirement in the Deer Crest Homeowners association.

The disconnect, in my view will create significant problems in the DCA and requiring a disconnect as currently established would do the following:

- 1) It likely will increase traffic through the Queen Esther Gate, and therefore through the Queen Esther area
- 2) It will increase the traffic through Deer Crest Residential areas, as opposed to being able to transit a street with very few residential properties being affected
- 3) It will significantly impair emergency services to Deer Crest**
- 4) As far as I can see, there is no benefit to Park City to have a disconnect in this location, as the community is gated and the gates are not going to be removed.

Sincerely,

Tonya Cumbee

6154193777

01/03/2017

To: Park City Planning Commission
445 Marsac Ave
Park City, UT 84060

From: William Welliver
11271 N Snowcap Road
Park City, UT 84060

I am writing today to express my interest in making sure the commission recommends to the City Council the removal of the disconnect requirement in the Deer Crest Homeowners association.

The disconnect, in my view will create significant problems in the DCA and requiring a disconnect as currently established would do the following:

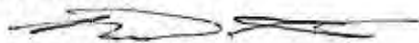
- 1) It likely will increase traffic through the Queen Esther Gate, and therefore through the Queen Esther area
- 2) It will increase the traffic through Deer Crest Residential areas, as opposed to being able to transit a street with very few residential properties being affected

3) It will significantly impair emergency services to Deer Crest

- 4) As far as I can see, there is no benefit to Park City to have a disconnect in this location, as the community is gated and the gates are not going to be removed.

I will follow this up with a letter to you as well.

Sincerely,



William Welliver
will@hirehonest.com
(949) 689-7195

JAN 03 2017

01/03/2017

To: Park City Planning Commission
445 Marsac Ave
Park City, UT 84060

From: Cari Welliver
11271 N Snowcap Road
Park City, UT 84060

I am writing today to express my interest in making sure the commission recommends to the City Council the removal of the disconnect requirement in the Deer Crest Homeowners association.

The disconnect, in my view will create significant problems in the DCA and requiring a disconnect as currently established would do the following:

- 1) It likely will increase traffic through the Queen Esther Gate, and therefore through the Queen Esther area
- 2) It will increase the traffic through Deer Crest Residential areas, as opposed to being able to transit a street with very few residential properties being affected
- 3) It will significantly impair emergency services to Deer Crest**
- 4) As far as I can see, there is no benefit to Park City to have a disconnect in this location, as the community is gated and the gates are not going to be removed.

I will follow this up with a letter to you as well.

Sincerely,

Cari

Cari Welliver
will@hirehonest.com
(949) 689-7195



Kirsten Whetstone

From: Nelly Weldon <nellyweldon@gmail.com>
Sent: Tuesday, January 03, 2017 11:31 AM
To: Kirsten Whetstone
Subject: Deer Crest Disconnect

Hello Kristen,

I am one of few full time residents of Deer Crest and as such, I am extremely upset at the possibility of a Disconnect between the two gates. The agreement is archaic and invalid in present time due to the existence of the two gates. There is no need to disconnect as traffic flow is a non factor in present day. The only thing it will effect is the residents lives as I travel to Heber quite a bit and this would prevent me to do so in a timely manner.

I would like the record to state that I oppose such an action and if that was to take place, I will likely look for new residence.

Regards,

Nelly Weldon
Sent from my iPad Pro

Kirsten Whetstone

From: Shannon Horvath <shannon@sdrtrans.com>
Sent: Tuesday, January 03, 2017 9:56 AM
To: Kirsten Whetstone
Subject: Deer Crest Association Application #PL-16-03209

Attn:
Park City Planning Commission
445 Marsac Avenue
Park City, Utah 84060

RE: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest Master
Planned Development

I am a new resident of Deer Crest and was made aware of the application to eliminate the disconnect requirement at the Annual Homeowners Meeting.

I would like to go on record in favor of eliminating the disconnect for the following reasons:

1. **It will impair emergency services to Deer Crest if the disconnect is required.**
2. **It will increase traffic through Deer Crest residential areas if the disconnect is required.**
3. **It will increase traffic through the Queen Esther Gate if the disconnect is required.**
4. **There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community.**

Thank you in advance for your time.

Shannon & Dan Horvath
Lot 48 - Deer Crest
(901) 277-7017

Kirsten Whetstone

From: will@hirehonest.com
Sent: Tuesday, January 03, 2017 1:35 PM
To: Kirsten Whetstone
Subject: Feb 8th Hearing on Deer Crest Association application to remove disconnect

To: Park City Planning Commission
445 Marsac Ave
Park City, UT 84060

From: William Welliver
11325 N Snowcap Road
Park City, UT 84060

I am writing today to express my interest in making sure the commission recommends to the City Council the removal of the disconnect requirement in the Deer Crest Homeowners association.

The disconnect, in my view will create significant problems in the DCA and requiring a disconnect as currently established would do the following:

- 1) It likely will increase traffic through the Queen Esther Gate, and therefore through the Queen Esther area
- 2) It will increase the traffic through Deer Crest Residential areas, as opposed to being able to transit a street with very few residential properties being affected
- 3) **It will significantly impair emergency services to Deer Crest**
- 4) As far as I can see, there is no benefit to Park City to have a disconnect in this location, as the community is gated and the gates are not going to be removed.

I will follow this up with a letter to you as well.

Sincerely,
William Welliver
www.hirehonest.com
will@hirehonest.com
(949) 689-7195

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Kirsten Whetstone

From: will@hirehonest.com
Sent: Tuesday, January 03, 2017 1:29 PM
To: Kirsten Whetstone
Subject: Feb 8th Hearing on Deer Crest Association application to remove disconnect

To: Park City Planning Commission
445 Marsac Ave
Park City, UT 84060

From: William Welliver
11271 N Snowcap Road
Park City, UT 84060

I am writing today to express my interest in making sure the commission recommends to the City Council the removal of the disconnect requirement in the Deer Crest Homeowners association.

The disconnect, in my view will create significant problems in the DCA and requiring a disconnect as currently established would do the following:

- 1) It likely will increase traffic through the Queen Esther Gate, and therefore through the Queen Esther area
- 2) It will increase the traffic through Deer Crest Residential areas, as opposed to being able to transit a street with very few residential properties being affected
- 3) It will significantly impair emergency services to Deer Crest**
- 4) As far as I can see, there is no benefit to Park City to have a disconnect in this location, as the community is gated and the gates are not going to be removed.

I will follow this up with a letter to you as well.

Sincerely,

William Welliver
will@hirehonest.com
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Kirsten Whetstone

From: Sorin, Robert J. <Robert.Sorin@friedfrank.com>
Sent: Monday, January 02, 2017 1:05 PM
To: Kirsten Whetstone
Subject: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest Master

To: Park City Planning Commission
445 Marsac Avenue
Park City, Utah 84060

To Whom it May Concern:

My name is Robert Sorin, and I am the owner of Lot 19 in Deercreek, 3631 Crestwood Court, Park City, Utah 84060. I understand that on February 8, 2017, the Park City Planning Commission is scheduled to hear the Deer Crest Association's application to eliminate the disconnect requirement regarding Deer Hollow Road. While the original intent of that requirement was to prevent vehicles from using Deer Hollow Road as a shortcut from Highway 40 to Deer Valley and Park City, that requirement pre-dates the establishment of manned gates at Queen Esther entrance and at the Jordanelle entrance, which makes the disconnect requirement unnecessary.

Please eliminate the disconnect requirement because:

- 1. It will impair emergency services to Deer Crest if the disconnect is required.**
- 2. It will increase traffic through Deer Crest residential areas if the disconnect is required.**
- 3. It will increase traffic through the Queen Esther Gate if the disconnect is required.**
- 4. There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community.**

Thank you for your consideration.

Robert Sorin

Robert J. Sorin
Partner
Robert.Sorin@friedfrank.com | Tel: +1 212 859 8487

Fried, Frank, Harris, Shriver & Jacobson LLP
One New York Plaza, New York, NY 10004
friedfrank.com

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Kirsten Whetstone

From: Shon Boney <shonboney@gmail.com>
Sent: Monday, January 02, 2017 1:05 PM
To: Kirsten Whetstone
Cc: Don Taylor
Subject: Deercrest disconnect elimination

To whom it may concern,

Our house is located at 2997 Deercrest Estates Drive and we are in favor of eliminating the disconnect requirement because:

1. **It will impair emergency services to Deer Crest if the disconnect is required.**
2. **It will increase traffic through Deer Crest residential areas if the disconnect is required.**
3. **It will increase traffic through the Queen Esther Gate if the disconnect is required.**
4. **There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community.**

Thanks,

Shon Boney
858-367-8407
Sent from my iPad

Kirsten Whetstone

From: Chris O'Brien <chrisjobrien@optonline.net>
Sent: Monday, January 02, 2017 12:57 PM
To: Kirsten Whetstone

Park City Planning Commission
[445 Marsac Avenue](#)
[Park City, Utah 84060](#)

RE: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest
Master
Planned Development

My name is Chris O'Brien at I live at 2681 West Deer Hollow Drive in Deer Crest. I have been alerted to an issue coming up before the Commission relating to a historical requirement requiring disconnecting certain roads here in Deer Crest and I am writing in support of eliminating this disconnect requirement.

Please eliminate the disconnect requirement because:

1. **It will impair emergency services to Deer Crest if the disconnect is required.**
2. **It will increase traffic through Deer Crest residential areas if the disconnect is required.**
3. **It will increase traffic through the Queen Esther Gate if the disconnect is required.**
4. **There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community.**

Thank you for your consideration.

Chris O'Brien

Sent from my iPhone

Kirsten Whetstone

From: Marc Spellman <marc@metalsguy.com>
Sent: Monday, January 02, 2017 7:54 PM
To: Kirsten Whetstone

Kirsten,

My family purchased a home in Deer Crest 4 years ago. One of the reasons we bought there was the access it provided to us. There is no benefit to keeping the disconnect requirement in place. Because Deer Crest is a gated community where access is carefully controlled and monitored, and there are also a number of historic agreements that require Deer Crest to continue to be a gated community, that original purpose is implemented by the gates and there would be no additional benefit by requiring a disconnect.

Please eliminate the disconnect requirement because:

- 1. It will impair emergency services to Deer Crest if the disconnect is required.**
- 2. It will increase traffic through Deer Crest residential areas if the disconnect is required.**
- 3. It will increase traffic through the Queen Esther Gate if the disconnect is required.**
- 4. There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community.**

Marc Spellman
Tri State Metal Company
Imperial Zinc Corp.

Sent from my iPad

Kirsten Whetstone

From: sgmacey@gmail.com
Sent: Monday, January 02, 2017 2:22 PM
To: Kirsten Whetstone
Subject: Application #PL-16-03209

To: Park City Planning Commission

RE: Above application affecting Slalom Village parcel within Deer Crest Master Planned Development

As a Deer Crest resident, we would like to request voting to eliminate the disconnect requirement because

- 1) it will increase traffic through Deer Crest (DC) residential areas if the disconnect is required.
- 2) it will significantly impair emergency services to DC, thereby putting residents in increased danger in case of an emergency.
- 3) It will increase traffic through the Queen Esther Gatehouse if the disconnect is required
- 4) DC is, and always will be, a gated community. Therefore, there is no benefit in requiring the disconnect.

Sincerely,
William and Sharon Macey
Lot 47, Summit View Drive,
Deer Crest

Typos and strange thoughts by iPad

Kirsten Whetstone

From: Michelle Leader <mbjleader@gmail.com>
Sent: Monday, January 02, 2017 2:20 PM
To: Kirsten Whetstone

Please eliminate the disconnect requirement because:

1. **It will impair emergency services to Deer Crest if the disconnect is required.**
2. **It will increase traffic through Deer Crest residential areas if the disconnect is required.**
3. **It will increase traffic through the Queen Esther Gate if the disconnect is required.**
4. **There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community**

Thank you.
MichelleLeader
Lot 38

Kirsten Whetstone

From: Neill Brownstein <neillb@wcrescent.com>
Sent: Monday, January 02, 2017 1:15 PM
To: Kirsten Whetstone; Don Taylor; Linda Brownstein; Neill Brownstein; Jim Tozer
Subject: From Neill & Linda Brownstein, 3611 Crestwood Ct, Park City 84060

Dear Park City Planning Commission ---

RE: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest Master Planned Development

Neill and Linda Brownstein are residents of Deer Crest since inception.

Please advise --on this topic which drastically impacts our neighborhood.

Please eliminate the disconnect requirement because:

- 1. It will impair emergency services to Deer Crest if the disconnect is required.**
- 2. It will increase traffic through Deer Crest residential areas if the disconnect is required.**
- 3. It will increase traffic through the Queen Esther Gate if the disconnect is required.**
- 4. There is no benefit in requiring the disconnect since Deer Crest is and always will be a gated community.**

Park City Planning Commission
445 Marsac Avenue
Park City, Utah 84060

Their email address is: kirsten@parkecity.org

.....
Neill & Linda - Park City, Utah
.....

Kirsten Whetstone

From: Eric Seuthe <ebseuthe@sbcglobal.net>
Sent: Monday, January 02, 2017 1:54 PM
To: Kirsten Whetstone
Cc: Don Taylor
Subject: pl-16-03209

to park city
i am a land owner in deer crest and american flag
there is no need whatsoever for the disconnect
eric seuthe

Kirsten Whetstone

From: Mark Weldon <mweldon@wioem.com>
Sent: Sunday, January 01, 2017 2:18 PM
To: Kirsten Whetstone; nellyweldon@gmail.com; don taylor
Subject: deer crest road termination

Kirsten,

It has been brought to my attention that park city is requiring us to comply the main road disconnect in deer crest.

My family has lived in Deer crest for 6 years and I work in Utah County. I have to commute to Utah County daily and it is a long drive. I have to make the drive at 5:00 am in the morning and it is dark, cold, time consuming and dangerous during the winter. I purchased our home in deer crest for a number of reasons but mainly the access to route 40 which a quick drive out the back gate. No where did anyone disclose the requirement of the road closing. The commercial hotel that is in the community would need to close as we can not have commercial trucks driving on the roads in deer crest as it is a hazard for homeowners and residents.

Bottom line there are about 50 good reasons just to leave the road issue alone and manage the situation via the gate control and let the association manage their own affairs. I sure failure to comply will result and a bunch of law suits.

Our family will take legal action to protect our rights to preserve the property values and the access to the road that was promised to us when we purchased our home.

I hope that you reconsider your position and support our request. If there is a going to be a vote on this in the near future we will need to be notified. If their is a deadline I want the right to get a legal injunctive relief to protect the use of our road as it is safe with the correct size for traffic, correctly positioned for bad weather and large commercial trucks and vans, well lit, security patrolled and it was represented by the real estate community, association and everyone that the road would be in place forever.

Thank you for supporting the community needs.

Mark Weldon
Weldon Industries
Wi Commercial Properties
813-248-9800 office
813-787-5910 cell



December 9th, 2016

Park City Planning Commission
445 Marsac Avenue
Park City, Utah 84060

RE: Application #PL-16-03209 affecting Slalom Village parcel within Deer Crest Master Planned Development

To Whom It May Concern:

The Deer Crest Master Association supports Application #PL-16-03209 by Deer Crest Associates (DCA), the original Deer Crest developer, seeking to eliminate the requirement for a physical disconnect within Deer Hollow Drive (formerly Keetley Road) as it passes through the Slalom Village Development Parcel. The disconnect requirement was included in the original settlement agreement between Park City and DCA in order to restrict traffic from the freeway on the east, through Deer Crest and into Park City. The language in that settlement agreement requires a "disconnect" of Deer Hollow Drive by having it dead end at a cul-de-sac halfway down as you travel east from the western gate (commonly referred to as the Queen Esther Gate). There would be another dead end at a second cul-de-sac traveling up Deer Hollow Drive from the eastern gate (commonly referred to as the Jordanelle Gate). Both cul-de-sacs on Deer Hollow Road were expected to be within the Slalom Village Development Parcel, which is owned by DCA.

The disconnect requirement was included in the original settlement agreement before the Queen Esther and Jordanelle gates were contemplated. Those gates were constructed as part of the original development and now serve the same purpose of restricting access that was the basis for the disconnect provision. If the disconnect requirement is not eliminated and is ultimately enforced, it would require all traffic entering Deer Crest from the Jordanelle Gate to drive through the Deer Crest residential neighborhoods instead of up Deer Hollow Drive. This would include a number of heavy delivery vehicles that travel from the Jordanelle Gate to the hotel. It would also make access in and out of Deer Crest more difficult and more time consuming for many Deer Crest homeowners.

Construction of the cul-de-sacs would also impede and significantly extend the time required for fire and life safety vehicles to reach the hotel and more than half of the Deer Crest residences. All the foregoing issues would be exacerbated in winter weather when driving conditions are more treacherous.

DEER CREST MASTER ASSOCIATION

3672 W. DEER CREST ESTATES DR. • PARK CITY, UT • 84060 • PHONE: (435) 655-8215 • FAX: (435) 613-9157





DEER CREST

Not only would construction of the cul-de-sacs result in an increase of traffic within Deer Crest residential neighborhoods, but cul-de-sacs would actually increase traffic through the Queen Esther Gate. For example, even though some private vehicles and chauffeured vehicles coming from the airport or Salt Lake City are entitled to access Deer Crest through Park City and the Queen Esther Gate, they more typically access Deer Crest from Highway 40 through the Jordanelle Gate since it is faster, more direct and avoids getting caught up in Deer Valley ski traffic. If the cul-de-sacs were in place, such vehicles would instead use the Queen Esther Gate because the more cumbersome access through the Jordanelle side would be a less desirable alternative.

For all of these reasons, the Deer Crest Master Association supports this application. We urge you to make a recommendation to the City Council to eliminate the disconnect requirement. Thank you for your consideration.

Very truly yours,



W. James Tozer, Jr.
President, Deer Crest Master Association

Cc: Thomas Bennett
Diane H. Banks

4824-5956-0765, v. 2

DEER CREST MASTER ASSOCIATION

3672 W. DEER CREST ESTATES DR. • PARK CITY, UT • 84060 • PHONE: (435) 655-8215 • FAX: (435) 615-9157

Kirsten Whetstone

From: Jill Kaufman <jillbradandkids1@bellsouth.net>
Sent: Friday, December 02, 2016 2:20 PM
To: Kirsten Whetstone
Subject: Application #PL-16-03209; Project - Slalom Village parcel of the DeerCrest Annexation

Dear Kirsten - my husband, Bradford David Kaufman, and myself, Jill Ellen Kaufman, are the property owners of 3438 W. Snow Top Court, Park City, Utah. 84060. I am writing you to express our support of the proposed amendment to the Deer Crest Settlement Agreement and MPD dated December 29, 1995, to eliminate a requirement for a physical disconnect of the Deer Hollow Road as it passes through Deer Crest development at the approximate location of the Slalom Village Development Parcel. It is our desire that the permanent east and west gates remain and continue to function as they currently do to prevent unauthorized traffic on Keetley Road, per the Agreement.

We cannot attend the public hearing on December 14, 2016 and would appreciate your forwarding this email to the Planning Commision.

Thank you.

Sincerely, Jill Ellen Kaufman

Sent from my iPad

Kirsten Whetstone

From: Melinda Schlueter <mschlueter@provincegroup.com>
Sent: Wednesday, November 30, 2016 11:49 AM
To: Kirsten Whetstone
Subject: Application #PL-16-03209
Attachments: 20161130104625183.pdf

Ms. Whetstone,

Pursuant to the request of Mark Kerslake attached is a letter regarding Application PL-16-03209. Would you please forward it on to the Planning Commission.

Thank you.

Melinda Schlueter
Province Group/Newport Equities LLC
26 Corporate Plaza, Suite 260
Newport Beach, California 92660
Phone (949) 553-4800 ext. 8210
Fax (949) 706-7979
mschlueter@provincegroup.com



Mark J. Kerslake
3127 West Deer Crest Estates Drive
Heber, Utah 84032

November 30, 2016

Planning Commission
Park City

RE: Application PL-16-03209

Dear Commissioners:

I am a homeowner in the Deer Crest community (Lot 125) and have been for a number of years. I am writing to express my support that you vote to eliminate the disconnect requirement of Deer Hollow Road. Deer Hollow Road functions quite well as it is and the disconnect would needlessly force more traffic through the residential areas of Deer Crest. Disconnecting Deer Hollow Road would also make it more difficult and time-consuming for emergency and snow removal vehicles to access our neighborhoods and the St. Regis Hotel. I'm not sure of the genesis of the disconnect requirement, but it seems non-sensical to me. Therefore, I respectfully request that the Planning Commission vote to eliminate the disconnect requirement and make such recommendation to City Council. Thank you for your thoughtful consideration of this matter.

Very Truly Yours,


Mark J. Kerslake

Kirsten Whetstone

From: Letty Callinan <otcb@aol.com>
Sent: Wednesday, November 30, 2016 12:44 PM
To: Kirsten Whetstone
Cc: jim.callinan@osterweis.com
Subject: Re: Application PL-16-03209

Kirsten,

That is what I thought. Thank you for spelling it out so clearly.

Letty

Letty Callinan
otcb@aol.com
(415) 407-9405

-----Original Message-----

From: Kirsten Whetstone <kirsten@parkcity.org>
To: Letty Callinan <otcb@aol.com>
Cc: jim.callinan <jim.callinan@osterweis.com>
Sent: Wed, Nov 30, 2016 10:03 am
Subject: RE: Application PL-16-03209

Hi Letty,

Does this help?

There is not an exact dislocation.

The zoning map I sent shows two RC Zoned properties.

The Slalom Village site is the one that is not the St. Regis Hotel (ie. the other RC Zoned property).

It is in the general location of the end of the Ski Lift noted on this attachment.

The Slalom village site is on both sides of the Deer Hollow Road (aka Keetley Road) – generally near the bottom of the Deer Crest Chair lift.

Kirsten

Kirsten A. Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060

From: Letty Callinan [mailto:otcb@aol.com]
Sent: Tuesday, November 29, 2016 9:47 PM

To: Kirsten Whetstone
Cc: jim.callinan@osterweis.com
Subject: Re: Application PL-16-03209

Kirsten,

Thank you for sharing the maps. I have to admit I still find it a bit confusing as to where the Slalom Village is planned. The Location Map has no reference points.

Letty
Letty Callinan
otcb@aol.com
(415) 407-9405

-----Original Message-----

From: Kirsten Whetstone <kirsten@parkcity.org>
To: Letty Callinan <otcb@aol.com>
Cc: jim.callinan <jim.callinan@osterweis.com>
Sent: Tue, Nov 29, 2016 7:55 pm
Subject: RE: Application PL-16-03209

Hi Letty

I've included the map that might help you with this. The pink zoned RC parcels are 1) St. Regis Hotel and 2) unbuilt Slalom Village (as a note- we do not have a development application for the Slalom village parcel, but there is a Master Plan for future development there- would still require planning commission permission and public hearing prior to any construction).

The disconnect is a current requirement of the Deer Crest Master Planned Development (MPD) and Settlement Agreement- that Keetley Road (which I think is now called West Hollow Road) is disconnected so through traffic from US 40 to Park City is not allowed.

Deer Crest Associates is requesting an amendment to that MPD to allow the existing east and west perimeter gates to continue as permanent gates, operated as they currently do, to create that disconnect instead.

Their request is for West Hollow Road to function as it does today- where traffic from US 40, East Gate to St. Regis, Snow Top, Hidden Hollow, and to the West Gate can continue as it does today.

If the request is not approved then all of this traffic would have to take Deer Crest Estates Road (the one that winds through the Deer Crest Estates neighborhood) to get to the St. Regis, Snow Top, etc.

Anyone authorized to go on to Park City from Deer Crest, would be able to take West Hollow Road.

When the MPD was approved they did not anticipate the east and west gates becoming the permanent disconnect of traffic from US 40 to Park City (that is for those not authorized to travel through).

Let me know if you have questions.
It is confusing!

Sincerely,

Kirsten

Kirsten A. Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060

From: Letty Callinan [mailto:otcb@aol.com]
Sent: Monday, November 28, 2016 11:17 PM
To: Kirsten Whetstone
Cc: jim.callinan@osterweis.com
Subject: Application PL-16-03209

Dear Kirsten,

I am a homeowner in Deercreek (Lot 5U and 6U) and received your Notice of Public Hearing regarding the request to amend the Deer Creek Settlement Agreement to eliminate the requirement for a physical disconnect of Deer Hollow Road as it passes through Deercreek.

After reviewing all of the information I could find online, I am still very confused. Could you please provide me with the following:

- A map showing the location of the Slalom Village Parcel and the proposed usage
- The exact location of the planned disconnect. Am I to assume that the existing Deer Hollow Road which currently runs from the West gate entrance up to Deer Creek Estate Drive is to become disconnected so that we can no longer travel from one end to the other?

Thank you for your clarification.

Warmly,

Letty and Jim Callinan

Letty Callinan
otcb@aol.com
(415) 407-9405

EXHIBIT D

PARK CITY MUNICIPAL CORPORATION
PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS
MARSAC MUNICIPAL BUILDING
FEBRUARY 8, 2017

COMMISSIONERS IN ATTENDANCE:

Chair Adam Strachan, Melissa Band, Preston Campbell, Steve Joyce, John Phillips, Laura Suesser, Doug Thimm,

EX OFFICIO:

Planning Director, Bruce Erickson; Kirsten Whetstone, Planner; Anya Grahm, Planner; Polly Samuels McLean, Assistant City Attorney

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REGULAR MEETING

ROLL CALL

Chair Strachan called the meeting to order at 5:30 p.m. and noted that all Commissioners were present.

PUBLIC INPUT

There were no comments.

ADOPTION OF MINUTES

January 11, 2017

MOTION: Commissioner Band moved to APPROVE the Minutes of January 11, 2017 as written. Commissioner Phillips seconded the motion.

VOTE: The motion passed unanimously.

STAFF/COMMISSIONER COMMUNICATIONS AND DISCLOSURES

There were no comments or reports from the Planning Department.

Commissioner Phillips suggested that this meeting would have been a good time to discuss some of the low hanging fruit on the Planning Commission list that they had started working on last year. He would have more hope moving forward if some of those items were included the next time the Planning Commission has a light agenda.

Director Erickson stated that the Planning Commission would see a series of LMC changes at the next meeting on February 22nd.

Chair Strachan remarked that the Planning Department was not given much notice that the Treasure Hill project would be continued to the next meeting. In order to place LMC changes or other items on an agenda, the City needs to provide the statutory public notice.

Commissioner Phillips requested that the Planning Commission be given the opportunity at the February 22nd meeting to briefly review the list and discuss a path forward.
renovation.

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REGULAR AGENDA - DISCUSSION/PUBLIC HEARINGS/ POSSIBLE ACTION

1. **Request by Deer Crest Associates to amend the Deer Crest Settlement Agreement/Master Planned Development approved on December 29, 1995, to eliminate a required physical disconnect of Deer Hollow Road (aka Keetley Road) at the Slalom Village (aka Deer Hollow) development parcel location. Application PL-16-0326)**

Planner Kirsten Whetstone reviewed the request to amend the Deer Crest Settlement Agreement, which was part of the Deer Crest Annexation. The property is to the east of Lower Deer Valley. She noted that there were two parts to this request. One was to amend the Master Planned Development and how the development parcels are arranged. In this particular case it is primarily road circulation. The second part is a request for the Third Amendment to the Deer Crest Settlement Agreement with specific language about constructing a permanent disconnect of the Deer Hollow Road with the development of Slalom Village.

The Staff requested that the Planning Commission conduct a public hearing, discuss the five items listed on page 117 of the Staff report, and provide direction to Staff. Planner Whetstone asked the Commissioners to continue this item to March 22, 2017, at which time the Staff would come back with Findings based on their direction.

Planner Whetstone reported that she had received a considerable amount of public input, primarily from the Deer Crest Subdivision, which is a subdivision in Wasatch County that would be impacted by the closure of Deer Hollow Road. The Staff report included 50 emails of public input. Planner Whetstone provided the Commissioners the ten additional public comments that she received after the Staff report was prepared.

Planner Whetstone noted that the Staff report also included an analysis of the Master Planned Development criteria that were applicable to the idea of changing the circulation in the settlement agreement.

Tom Bennett, legal counsel representing the applicant, presented an overview of the request. He provided a brief history dating back to 1995 when the prior owners of the property, Park City Consolidated Mines and Trans-Wasatch Company, owned the property that is now Deer Crest. Approval for development was obtained from Wasatch County. There was litigation involving the City, and the litigation was resolved with a settlement agreement that was entered into in 1995. The settlement agreement both settled the litigation and acts in many ways as a development agreement for Deer Crest, and especially that portion of Deer Crest that is situated within Park City. The settlement agreement provided for the Annexation by Park City of a portion of the Deer Crest property that is in Wasatch County. It primarily includes the Roosevelt Gap site, where the St. Regis Hotel is located. It includes the Hidden Hollow and Snow Top Subdivisions, and it includes a piece of property referred to in the Settlement Agreement as the Slalom Village property. It is the base of the Mountaineer Ski lift and there is approval for a condominium project to be built at that location in the future. Mr. Bennett clarified that that property was annexed into Park City and Park City has planning authority over all of the annexed property. An Interlocal Agreement governs the relationship with Park City and Wasatch County with respect to the provision of services, allocation of tax monies and other things. Mr. Bennett stated that for emergency services Wasatch County provides fire protection and EMT protection. Park City provides police protections. Therefore, both Counties are impacted by this request.

Mr. Bennett recalled that at some point people became concerned about the possibility of back door traffic into Park City using what was then referred to as Keetley Road, which was a historic dirt road that was used for mining purposes and travel from the base of the Jordanelle Gondola to the Queen Esther Gate and down the other side. Mr. Bennett stated that people were appalled at the prospect of from Wasatch County entering into Park City through a secret back road, and that issue was addressed in the Settlement Agreement.

Mr. Bennett outlined the requirements in the Settlement Agreement. One requirement is to construct a disconnect to physically prevent people from making that connection. The Settlement Agreement also required that there be permanent access control gates both on the Jordanelle side and on the Deer Valley side to prevent people from entering in the Deer Crest Subdivision from either side, except for residents and guests. Mr. Bennett remarked that initially steel gates were put up on both sides to keep people out. Those gates were subsequently replaced by the manned access gates that currently exist. He explained that the gates were installed approximately 18 years ago; and they were built and are operated by the Deer Crest Master Owners Association, pursuant to the requirements of the Settlement Agreement.

Mr. Bennett stated that the Settlement Agreement also required that the CC&Rs for Deer Crest include a requirement to maintain those gates in perpetuity. The Settlement

Agreement also requires that the subdivision plats for Deer Crest include a plat note that required those gates to be constructed and maintained in perpetuity. It provided also provided that any change or elimination of the gates or failure to maintain them could only be done with the consent of the property owners and with the consent of Park City. Provisions were put in place in the very beginning to protect the City on a long-term basis against Deer Crest Development taking any action that might try and get around this disconnect requirement. Mr. Bennett stated that once those gates were put in place, the Former Chief Building Official, Ron Ivie, directed and authorized the original gate to be taken down so there could be travel over what became Deer Hollow Road. It was essential for the construction of improvements in many places in Deer Crest, but especially the construction of the St. Regis Hotel. It allowed for the construction traffic to circumvent most of the residences located in Deer Crest and to go directly up rather than having to wind around. In the course of being used it was found to be helpful. The emergency services providers liked it because it was a direct route to the St. Regis and over to Park City. The owners liked having the road open because it protected them from the additional traffic.

Mr. Bennett stated that the Settlement Agreement provides that at some point in the future there be a permanent disconnect at that disconnect site. The description for configuring that disconnect requires that when the Slalom Village project is constructed, at least a portion of it is literally built across the road, so the Slalom Village project becomes the permanent disconnect on Deer Hollow Road. In 2009 Deer Crest Jana, the developer of the St. Regis Deer Valley, came to the Planning Commission seeking an amendment to its CUP to modify some of the parking at Snow Park. There was a dispute with a neighbor in Deer Crest who contested it, and one of her arguments was that the St. Regis project should be stopped immediately because no one complied with the disconnect requirements. Mr. Bennett stated that there was discussion with the Planning Commission and the service providers at that time, and it was determined that the disconnect was not necessary. There appeared to be informal support from the Planning Commissioner, and they suggested that the applicant come back in the future with a formal request to eliminate the disconnect. Mr. Bennett noted that the process was started back then, but it was put on the back burner partly because there was no urgency, and partly because of confidence that eliminating the permanent disconnect requirement would be supported by all the interested parties.

Mr. Bennett remarked that in 2014/2015, Deer Crest Associates finally wrapped up a turnover agreement to the Deer Crest Master Association where Deer Crest Associates conveyed all of the common land in Deer Crest to the Master Association. It included all the roads and the large open space parcels. A number of minor disputes and issues that had arisen over the years were resolved with that turnover agreement. Mr. Bennet stated that part of the turnover agreement requested and required Deer Crest Associates to use its best efforts to have the disconnect requirement eliminated because it is extremely important to the Deer Crest Master Association to keep Deer Hollow Road open and not disconnected for specific reasons he would address.

Mr. Bennett reiterated that the applicant was initially told that they only needed to submit their request in a letter, and it would go straight to the City Council to consider an amendment to the Settlement Agreement. However, over time and as the Staff and others have looked at the request, the decision was made to bring it to the Planning Commission. Mr. Bennett pointed out that it began to be cast as also an amendment to an MPD. He wanted it on the record and very clear that Deer Crest Associates did not agree that it was an amendment to the MPD or that the Settlement Agreement constitutes an MPD. However, the applicant was trying to be cooperative and work through the issue.

Mr. Bennett summarized the reasons why the applicant believes the disconnect obligation should be eliminated from the settlement agreement. He clarified that they were asking to amend the settlement agreement on the disconnect issue only, to remove the requirement that there be a permanent disconnect put in place when the Slalom Village project is developed. The first reason is public safety. Using Deer Hollow Drive is the quickest and most efficient direct route from Wasatch County through Deer Crest to the St. Regis and to many of the homes within Deer Crest. It is the safest route because it is more direct and has fewer turns. It is also safer because it avoids having to send vehicles at high speeds through the more densely populated residential lots in the project. Mr. Bennett stated that an interlocal agreement under this settlement agreement requires regular meetings between Wasatch County and Park City. They met in 2013 and raised this issue and all of the emergency service providers expressed their support for eliminating the disconnect. Mr. Bennett stated that by coincidence there was a meeting yesterday with the same group, and the same consensus was expressed strongly by the emergency service providers to keep the road intact as a thoroughfare.

Mr. Bennett stated that the second reason is that the principle purpose for the disconnect was to prevent access between the Jordanelle and Park City through Deer Crest from either direction. That objective was satisfied with the existing control gates on either side. Mr. Bennett noted that the gates are continually manned and they have been extremely effective. The Settlement Agreement requires that the gates be in place, and the Master Association has done an outstanding job maintaining them. In the 18 years since the gates were installed, they were not aware of any complaints or claims that the gates have been ineffective at preventing access by the public from Wasatch County to Park City, or the reverse.

Mr. Bennett stated that the third point is that requiring the disconnect to be built in the future would still not prevent east-west access. If someone were to get through those gates, they could still travel from the Jordanelle to Deer Valley using the roads through Deer Crest. It would only take five minutes longer.

Mr. Bennett stated that the fourth issue is if the disconnect were put in place, that because of the extra time and difficulty circling through Deer Crest, he believed it was likely that it would result in an increase in traffic for vehicles attempting to access Deer Crest through the Queen Esther gate. People try it all the time and when they manage

to circumvent the system they are turned around at the gate. That creates additional traffic because people who go through Deer Crest and are turned around have to go back the same way. Mr. Bennett noted that all of the large delivery vehicles delivering to the St. Regis Deer Valley have to come through the Jordanelle gate and they all do it.

Lastly, Mr. Bennett stated that eliminating the disconnect requirement is supported by what they feel to be all of the stakeholders; the Deer Crest Master Association, the St. Regis Owners Associations, Wasatch County, and the Deer Valley Resort. He noted that the Planning Commission were given letters of support from Deer Crest Master Association, Deer Valley and Wasatch County. He met with them yesterday and confirmed their support.

Mr. Bennett believed that because of the existence and the effectiveness of the east and west control gates, that the requirement for a disconnect at Slalom Village is simply a solution to a problem that does not exist. Those gates are working and prohibit traffic through Deer Crest, and they have for 18 years without complaints. Mr. Bennett thought it was especially noteworthy to consider the level of support that has been indicated by the Deer Crest owners. Mr. Bennett stated that the Deer Crest Owners Association is the most effective way to assure that those access entry gates are going to be maintained, because the privacy and exclusivity that the gates provide is a key issue of importance for the owners in Deer Crest. It is a component of the value of their real estate, and they feel very strongly that those gates need to be maintained. Mr. Bennett believed they would do a better job than anyone in terms of maintaining the gates into the future, and ensuring that the objectives of the City as articulated in the Settlement Agreement are achieved.

Chair Strachan asked if mountain bikers and hikers have any rights to use Deer Hollow Road. The Spin Cycle stops there and the Village Trail picks up. He rides that road all the time and he wanted to know if that had been considered.

Joe Furlong, representing the Deer Crest Master Association, stated that the Settlement Agreement, and a separate Restrictive Covenant that Park City put in at the same time, discussed the issue of public access with cars. However, it does say that secondary access was permitted for bicycles, horses, skiers and pedestrians. Mr. Furlong remarked that mountain bikes and road bikes can be seen on Deer Hollow and Deer Crest Estates Drive.

Chair Strachan assumed that a decision to approve the request would change that. Mr. Furlong remarked that the CC&Rs incorporate the Settlement Agreement, as well as the Park City Restrictive Covenant and part and parcel. All of the elements are listed separate and distinct in terms of who can go through what gate and in what manner. Chair Strachan asked if a biker, as a secondary user as defined in the document, allowed to go through the gates. Mr. Furlong stated that there are passage ways to the right or left of the gates that allow bikers and pedestrians to pass by the monument that the gate swings on.

Commissioner Suesser asked if all of the service vehicles to the St. Regis use Deer Hollow Road, and if that was why the Deer Crest owners prefer that it remain open. Mr. Bennett answered yes on both questions. Commissioner Suesser understood that a gate at Jordanelle and Queen Esther was always anticipated. She asked if the City's only concern originally was public traffic along Deer Hollow Road coming into Park City. Planner Whetstone replied that it was the primary concern. The east and west perimeter gates were mentioned in the document, and it talked about the development that could occur and who could come through those gates. As part of the development for the Slalom Village it would definitely block that road and no one would be able to come through. However, in reading the details, it allows the guests the ability to be in that parking structure and to go in either direction. It also talks about having an emergency access lane. Planner Whetstone pointed out that it is in a canyon. The sides are steep and the road is steep, and there is not a lot of flat area. She stated that a conditional use permit would be required for the 83 units at Slalom Village and the emergency lane would have to be part of the CUP. Planner Whetstone remarked that the main concern was the through traffic mostly from Highway 40 into Park City. Commissioner Suesser clarified that it was a concern even though the gates were always anticipated. Planner Whetstone answered yes.

Planner Whetstone referred to the comment Mr. Bennett had made about being told by the Planning Commission to come back with a letter; and noted that it was actually the City Council who had said that in 2009 when the St. Regis requested a minor modification to build surface parking instead of a parking structure. It was one of the appeal items and the City Council discussed it and made the recommendation to Deer Crest to come back with a formal request for an amendment to the Settlement Agreement, and that it should be reviewed by the Planning Commission on recommendation. Planner Whetstone understood that City Attorney Mark Harrington took the recent request to the City Council and asked how to proceed. The City Council wanted the Planning Commission to make a recommendation on the Settlement Agreement amendment language, and the City Council would make the final determination.

Planner Whetstone stated that the Master Planned Development also came from the Legal Department because they said it was talking about a development plan and the Planning Commission would make that decision.

Commissioner Suesser asked if the Planning Department had received input from the stakeholders of the Slalom Village regarding this change to the MPD. Mr. Bennett replied that there are no stakeholders because the Slalom Village site is still owned by Deer Crest Associates. Mr. Bennett noted that over 400 noticing letters were sent out. As part of the process, Mr. Harrington had requested that they contact the Queen Esther Owners Association directly prior to this occurring, and they had done that. Mr. Bennett stated that there is a separate Settlement Agreement with the Queen Esther Association, and one of the provisions of that agreement is that if the owner/developer of Deer Crest comes in later and requests removal of the disconnect requirement, that

the Queen Esther owners are obligated not to oppose it. Planner Whetstone noted that that agreement was in the Staff report.

Mr. Bennett remarked that originally the control access gates at either end of Deer Crest were not manned gates. They were subsequently modified to be manned gates with codes. He believed that may have been in connection with the Queen Esther Settlement. The gates have been manned for the last 18 years.

Planner Whetstone remarked that the Planning Department noticed everyone within Deer Crest, as well as everyone within 300 feet of the west side, to make sure they notified anyone who would be impacted by traffic coming through that gate.

Commissioner Thimm asked if the gates are manned 24/7. Mr. Furlong replied that the Queen Esther gate is manned 24/7. The Jordanelle gate is manned from approximately 7:00 a.m. to 6:00 p.m. To gain access before and after those hours, an intercom at the base of the Jordanelle gate connects with the Queen Esther gate house. People need to identify themselves and get clearance from the gate operator before he will open the gate at Jordanelle.

Commissioner Thimm asked if emergency vehicles would have to go through the same process. Mr. Furlong answered yes, but it happens very quickly. Commissioner Thimm clarified that the other end is manned and the gate would be opened for an emergency vehicle.

Commissioner Thimm stated that if there is already a requirement on a recorded plat for perpetual maintenance and operation of these gates, he asked if there was a reason that would compel the Planning Commission to make maintenance a condition of their recommendation. Assistant City Attorney McLean stated that in this case, the maintenance is tied to the disconnect. For example, if the two gates are removed for any reason, the disconnect would be re-established. Mr. Bennett remarked that there is already a requirement in the Settlement Agreement that the Master Association maintain those gates. There is also a requirement to place a plat note to that effect and in the CC&Rs. If the Master Association were to eliminate that requirement, they would potentially be in violation of the Settlement Agreement and the City could come down on them. Mr. Bennett believed the City already has the right to take action if the control gates were eliminated or operated in such a way that they did not provide control. Planner Whetstone noted that it could also be incorporated into the language of the third amendment.

Commissioner Campbell wanted to know who pays to snow plow that road and for road maintenance. Mr. Bennett replied that both are paid for by the Master Association. Commissioner Campbell stated that in the three years he has been on the Planning Commission they have talked a lot about their hesitation to overturn decisions of previous Planning Commissions. They cannot bind the hands of future Commissioners, and past Commissions could not bind their hands. However, the Commissioners

struggle with overturning decisions that were previously made because they were not there during the negotiations to know why a specific decision was made.

Commissioner Band understood that it was part of the Settlement Agreement, and not a decision by the Planning Commission. Mr. Bennett replied that it was the Settlement Agreement, and the final decision now was for the City Council. The Council was looking for a recommendation from the Planning Commission before making their decision.

Commissioner Campbell agreed, but in each case, a previous agreement will be overturned for whatever reason. He struggled with the idea that these gates help Park City. The thought that they were keeping out people from Wasatch County was false because they could still come in; they just have to take a longer route. Commissioner Campbell stated that if he could vote, he would prefer to have the gates taken down so all the people who work in Deer Valley and live in Heber would have a quicker way to get to work. He was not convinced by the argument that these gates were for the good of everyone.

Mr. Bennett remarked that the roads, as they were laid out in Deer Valley, were intended to be small community neighborhood roads. They were not intended to address a significant traffic impact. Potentially, if half of the traffic coming in on SR248 from Wasatch County was routed up through Deer Crest, it would create an unpleasant situation with traffic coming through Deer Valley and trying to get out of Deer Valley Drive. He believed several hundred homeowners would be expressing their view.

Commissioner Campbell asked if the gates were an obligation or a right. Mr. Bennett believed it was both. Deer Crest was never opposed to the gates and they would view it as a right to have them. Commissioner Campbell pointed out that Deer Crest now wanted to change the agreement. Mr. Bennett explained that they only want to take out a provision that appears to have accomplished no purpose over the years. Mr. Campbell stated that in his opinion, traffic has gone from being a back burner issue to one of the most important issues they face today. They are constantly struggling for way to reduce the number of cars on the roads. One way to accomplish that is to divide up the number of access points. Commissioner Campbell looked for guidance from Director Erickson or Ms. McLean to eliminate the gates if they intend to renegotiate the Settlement Agreement.

Director Erickson did not believe there would be any support for adding several thousand trips a day on Deer Valley roads and through the roundabout. Neither the General Plan, LMC, Transportation Master Plan, or the Old Town Improvement Master Plan considered trip generation from Wasatch County. Following the logic of the applicant, the reason SR248 is four lanes in and out is to accommodate that traffic. Director Erickson pointed out that in addition to workers from Wasatch County, they would also be dealing with tourists moving through a very steep road. All the roads in Deer Valley are 6% and this particular road is 10%. Director Erickson pointed out that the road is not designed to handle that amount of traffic even if the gates were

eliminated. Director Erickson believed they would be overturning more decisions made by past Planning Commissions and City Councils by allowing through traffic, as opposed to just overturning an effort by the City Council at the end of a very difficult negotiation on the disconnect. He pointed out that it took Planner Whetstone four months to convince him that there was good public policy to do this. Director Erickson stated that Planner Whetstone was correct in her Staff report and he recommended that the Planning Commission consider supporting the Staff recommendation.

Commissioner Campbell felt that keeping the gates up and cutting the road in half were in conflict with each other. Director Erickson replied that it is a matter of size because the road would not handle half the traffic. Commissioner Campbell believed that it would only be used by ones who knew it was a shortcut, which would be less than half. Everyone else would continue to come into town the same way they have been. Planner Whetstone remarked that future development in Wasatch County is projected to be more than 5,000 units around Jordanelle. She pointed out that the road is private and those people could not use it.

Commissioner Phillips wanted to know what percent this MPD was built out. Mr. Bennett stated that all of the Deer Crest lots were platted and built out. He thought the only piece that was not built out was Slalom Village and the piece down by Jordanelle outside of the gate.

Commissioner Joyce pointed out that there was also the base of the funicular, condo developments and parking.

Commissioner Phillips explained that he asked the question in order to assess the numbers at full build out in terms of who would be using that road. Mr. Furlong stated that there are 105 single-family homes that have either been built or are currently under construction. Approximately 40 plus lots are unbuilt within the Deer Crest Estates area that either abut Deer Crest Estates Drive or are off cul-de-sacs that feed off of that. Of those 40+, approximately half are owned by people who own the house next door and bought them as view lots. Mr. Furlong believed that currently there were only three or four lots for sale.

Mr. Bennett stated that the next phase is all at Snow Park. Everything that could be built at Roosevelt Gap has been built. Commissioner Phillips asked for the density at Slalom Village. Planner Whetstone replied that it was 83 units at 2400 square feet. The St. Regis was 96 units.

Michael Zacarro, managing partner for the St. Regis, stated that he is was also a Board member for the Deer Crest Master Association. Mr. Zacarro reviewed the map and noted that if the disconnect existed, the blue area would remain unchanged. Any traffic coming in on the west side would still go over the same area of roadway, which was identified in blue. On the Queen Esther side, the map was split between green and red. Where it splits with the green is where the control gate would be under the Settlement Agreement. Halfway down that road is where the disconnect would occur. Coming in

from Jordanelle, the control gate would have been at the same point at the end of where that blue strip would be. Mr. Zacarro stated that if the disconnect were to be put in place, the traffic coming in from either of those two gates would still travel over part of the roadways that are colored blue. However, with the disconnect, all the traffic heading, which currently uses Deer Hollow Road would be following the path that is currently depicted in red. With the disconnect not in place, which currently exists, the traffic follows the part in the road identified in green.

Mr. Zacarro had done two measurements of the timing. Following the speed limits, the timing to travel from the end of one blue line to the other blue line is exactly 90 seconds. With the disconnect, traveling all the way around where the red is located, the travel time is six minutes and 36 seconds following the speed limit.

Chair Strachan opened the public hearing.

Steve Issowitz with Deer Valley Resort, spoke to the question of why there was both gates and the disconnect. From going through the history, he understood that there was skepticism that the gates would be large gates and maintained to keep everybody out, and that it would be scrutinized in a way that would not just let traffic come through. Mr. Issowitz thought the disconnect was an additional measure. At this point, he agreed with Mr. Zacarro that currently they were not seeing a problem and that would not change. They would only be putting people through the subdivision street instead of the more direct access. Mr. Issowitz noted that they could create an emergency lane with crash gates to keep other vehicles out. In 1995 the City did a great job trying to think forward about being protective of people coming and going into the City in an area that was not necessarily planned to hold that much traffic through the Queen Esther neighborhood. Mr. Issowitz believed Deer Crest had also done a great job since that time in manning those gates and scrutinizing the vehicles. He stated that Deer Valley Resort appreciates the consideration the Planning Commission might give to removing the disconnect. Mr. Issowitz stated that he had sent a letter that was included in the Staff report.

Gil Furlong, a full-time resident of the Deer Crest community and a member of the Deer Crest Homeowners Association. Mr. Furlong voiced their strong support for the application by DCA to eliminate the requirement for the disconnect. Mr. Furlong noted that the president of the HOA was unable to attend this evening, but he had sent a letter that was included in the Staff report outlining the reasoning for the amendment to the Settlement Agreement. Mr. Furlong explained that the fundamental reason is that the current system was working well if the objective was to limit the amount of traffic in and out of the Queen Esther area. It is controlled by the gates and it is a successful system. Mr. Furlong stated that if anyone had driven around Queen Esther in the last couple of week, it was down to a little more than one car width due to the snow loads, and the rationale for limiting traffic was strong. Most of the buildings in Queen Esther are built close to the road, limiting the ability to widen the Queen Esther roads. Mr. Furlong reiterated the adverse effects of the requirement as stated in the discussion. From the point of view of safety for residents and others, requiring delivery vehicles to meander

through the community would create a potential risk. Mr. Furlong noted that people from Snow Top and the upper reaches of Deer Crest going to Salt Lake will go out the Deer Hollow Road to Highway 40 and out of town. If that access is blocked, they will more likely go through the Queen Esther gate and through Park City to SR224 to get to I-80. Mr. Furlong stated that the original purpose was to keep traffic from going through the Queen Esther community as a short cut. The CC&Rs require the Master Association to maintain the gates, and the gates are working. Mr. Furlong commented on Mayflower and noted that the amount of development that will potentially occur in that area on both sides of I-80 is enormous. As it currently exists, none of those people can come through Deer Hollow to reach Deer Valley or Park City. He was unsure whether Queen Esther could handle the additional traffic from the condos and hotels if the road were open to allow people to go through. Mr. Furlong stated that requiring the disconnect provides nothing more than they already have, and it could have a lot of potential negatives outcomes.

William Williber, a Deer Crest resident at the Snow Top area, expressed many of the same concerns. He noted that a lot of the residents during Sundance and other events will use that exit and go down to the grocery stores in Heber, avoiding additional traffic going into Park City. That is one extra benefit from not having that disconnect. Without the disconnect he would head into Park City to the grocery store instead of going down the other way. Mr. Williber was concerned with the potential delay of the emergency service of five minutes just to put in the disconnect. He believed there already was a disconnect with the gates; and that they would only be blocking traffic for the residents within Deer Crest itself.

Mike Zacarro, Managing Partner of the St. Regis, stated that as managing partners of the Hotel they support this proposition. He recalled that when this disconnect issue came up in 2009 they were informally told as the applicant at that time to come back with an amendment. They received an email shortly later expecting that an amendment would be proposed by the local committee to go to the City Council to remove the disconnect requirement. Mr. Zacarro stated that one thing that has changed in the 18 years since this was put in, is that when the Settlement Agreement was done in 1995, it was not contemplated that there would be manned gates. There were two steel gates were located at the top and the bottom of Deer Hollow Road. In discussions with the Queen Esther Association two years after the Settlement Agreement, Deer Crest proposed having manned gates. In the settlement agreement with Queen Esther, a provision was put in that if the manned gates were not installed and there was ever a proposal to do away with the disconnect, that Queen Esther was obligated to support that proposal. Mr. Zacarro pointed out that in addition to delivery trucks for the hotel traveling up and down Deer Hollow road, he recalled that the Planning Commissioner required that all of the employees to use parking outside of the Jordanelle gate and travel by shuttle to and from the hotel. That is the current process for parking and shuttling employees. Having all that traffic go through the residential community would pose safety issues. Mr. Zacarro remarked that there is no pending proposal to implement the disconnect. The requirement to put in the disconnect does not occur until Slalom Village is built and completed. That could still be many years away. They

were coming to the Planning Commission this evening because they have been working the proposed amendment since 2014.

Mr. Zacarro commented on the suggestion by Commissioner Campbell to place other conditions. As an officer of the Board and a member of the DCA, he reminded the Commissioners that the applicant is Deer Crest Associates, the party to the Settlement Agreement. They do not control the roadways or the common areas. DCA cannot agree to conditions that would impact the Deer Crest Master Association without the consent of the Deer Crest Master Association, or consent from the majority of the homeowners.

Chair Strachan closed the public hearing.

The Commissioners reviewed the items for discussion outlined in the Staff report.

Commissioner Joyce remarked that there was an agreement between the City, Queen Esther, and all of the Deer Crest parties that basically limits traffic in a well-defined way. However, his concern was finding a simplistic mechanism to enforce it. Commissioner Joyce understood the perspective of the HOA in having a private community, and he agreed that it may be nice; but the City does not enforce CC&Rs. If things suddenly changed and traffic was getting through, he wanted to know what avenue Queen Esther would have to express their comments and concerns.

Commissioner Joyce referred to the second item for discussion and he liked the idea that as long as the gates are manned and maintained and the system continues to work, the disconnect would not have to be built. However, if that changes for any reason, it would trigger the disconnect.

Commissioner Joyce stated that he is at Deer Crest fairly often, and he could not imagine having the disconnect. Like Commissioner Campbell, he does not like to unravel a decision by a previous Planning Commission, but he could not attribute any value to the disconnect, other than having it as a hammer to make sure the gates continue to be well maintained. He cautioned that when they get into the agreements and the specific language, he would never want the CC&Rs referenced because the HOA could change the CC&Rs. Commissioner Joyce thought the current system was working and it made sense. His only concern was making sure that there was a mechanism to restrict it in the future.

Commissioner Joyce understood that there was a multi-jurisdictional meeting the day before. He had spoken with Diane Foster who said there was a lot of support from both sides to eliminate the disconnect requirement. His concern was that if something substantial happened, such as a fire, and they were trying to evacuate people out of the Deer Valley area, he thought that would be a circumstance where opening the gates for emergency evacuation would be appropriate. Commissioner Joyce wanted to understand what agreements and processes were in place to deal with something consequential.

Director Erickson noted that line item 3 in the discussion items states that the City will negotiate clearly defined terms for access and who gets the authority. He assumed that Deer Crest would want a discussion regarding snow maintenance, etc. Director Erickson anticipated negotiations on whether or not that could happen. Currently, in an emergency the Fire Marshall could open those gates.

Commissioner Joyce read Item 3, "Discuss the potential for allowing overflow traffic use of Deer Hollow Road for traffic emergencies....". He thought "traffic emergency" was a broad term and could mean skiers trying to get home if SR224 is backed up. If the language could include that type of situation, he would not support it. Director Erickson replied that the Staff was looking for that type of clarity from the Commissioners. Commissioner Joyce would like the fire trucks to be able to go through Deer Crest to get over to the other side. If they are going to talk about changing the rules for the road and safety is a primary reason, they need to consider the safety of more than just the residents who live in the Deer Crest Association.

Mr. Bennett noted that Section 5.4 of the Settlement Agreement identifies certain plat notes that need to be put on the plat in Deer Crest. Item 3 says, "Public safety access and utility easements are hereby dedicated for all roads". Mr. Bennett pointed out that there is an existing public safety access right throughout all of the roads in Deer Crest. Commissioner Joyce was not sure that language went far enough. Mr. Bennett thought it would be helpful to have the City Attorney's Office review what rights the Public Service people have right now. Part of the concern is that the Deer Crest Master Association owns the roads and actual control what happens with the roads in Deer Crest. However, they are not the applicant on this matter. The applicant is Deer Crest Associates and the party that is the successor and interest to the developer under the Settlement Agreement. Mr. Bennett stated that it would be easier if the City could conclude that the Fire Marshall has the legal right to request that the gates be opened for access in the event of a fire or emergency. Mr. Bennett remarked that the interplay between Deer Crest Associates and Deer Crest Master Association in terms of who has the right to enter into agreements with respect to specific uses of the road would get complicated.

Commissioner Joyce pointed out that there is an existing agreement that says when Deer Crest Associates build Slalom Village they will build a disconnect. If they cannot work out another agreement, the disconnect will be built according to the Settlement Agreement. Commissioner Joyce believed the disconnect should conditionally be eliminated, but the other issues needed to be resolved at the same time.

Mr. Zacarro stated that on behalf of the Deer Crest Association, if Park City does not currently have the right to open the gates during an evacuation or a similar emergency, the DCA would agree to allow it. Mr. Zacarro remarked that the Deer Crest Association would not be in favor of a condition that included access for traffic emergency. Emergency vehicles are already permitted by the Master Association. Mr. Zacarro was cognizant of the comments and concerns regarding what would happen if things change

in the future and the gates are not properly maintained or staffed. He met with the Staff three weeks ago and suggested that the requirement be “suspended” instead of “eliminated”. It would be suspended and would not have to be adhered to. If the Master Association were to ever fail to continue to operate those gates as they currently are, the City Council would have the right to reinstate the disconnect.

Commissioner Joyce was comfortable with the language change suggested by Mr. Zacarro. Planner Whetstone noted that the Settlement Agreement was with Deer Crest, but it was the Master Association that was suggesting the change. She questioned whether all three parties needed to sign, or whether the two Associations needed an agreement between them saying that they understand the suspension.

Commissioner Thimm supported removing the disconnect requirement. His most compelling reason was emergency vehicle access and safety for the public. Commissioner Thimm concurred with Commissioner Joyce about maintaining some level of enforcement, and conditions with respect to what would happen if the gates are not maintained. He believed that was important to address. Commissioner Thimm commented on the Staff recommendation to include conditions related to mine hazard and mine soil, and he thought those should be included as well.

Mr. Bennett thought there were already requirements in the MPD and CUP process that require mine conditions to be reviewed. When someone comes in with a CUP for Slalom Village, he understood they would be required to address that issue. Planner Whetstone replied that the requirement was added to the Master Planned Development criteria after this was approved. She noted that the language is consistent with other amendments to Master Plans to make sure they get the information with the CUP. Mr. Bennett was not opposed to adding the conditions, but he questioned whether it was necessary.

Commissioner Band understood why the disconnect was included in the Settlement Agreement, but she could find no reason to keep it. She supported Commissioner Joyce’s comments about clarification. She favored the “suspend the physical disconnect” language.

Commissioner Campbell clarified his earlier comments. He thought everyone agreed that the road should stay where it is as opposed to tearing up part of it and stopping traffic from getting through. However, in terms of renegotiating, he felt the Planning Commission had the position as the representatives of the residents of Park City to negotiate it. Commissioner Campbell thought their recommendation to the City Council should include language stating that as a deliberative body, the Planning Commission was in favor of leaving the road as it is, but they were also in favor using this opportunity to negotiate whatever the City Councils determines is best for the rest of the City.

Commissioner Band did not believe they should open the gates and allow people from Wasatch County to use it as an access road. Commissioner Campbell stated that the City has the right to do that. Commissioner Band understood they had the right, but she

was not comfortable making that recommendation. Commissioner Campbell clarified that he was not suggesting that they recommend that. Like Commissioner Joyce had said, if they want a chance to keep some control, it should have teeth to ensure they are not giving up control.

Commissioner Suesser was in favor of removing the disconnect and keeping the road functioning as it is now. She disagreed with Commissioner Campbell about allowing the overflow traffic. She thought that in certain circumstances, an occasional use of Deer Hollow Road for that reason was reasonable and practical. She assumed that was why the Staff added it as a point to consider and she would be in favor of it.

Commissioner Band disagreed. If the intent is to limit traffic and get people to ride public transit, she was opposed to opening a private road through a private community. She was unsure why the City's traffic emergency should become their traffic emergency.

Commissioner Phillips stated that after hearing all the comments he concurred with his fellow Commissioners regarding public safety. It is important for the people who live in this area, and he would also like it to be a benefit to people outside of this MPD if need be for emergencies. Commissioner Phillips remarked that it was tempting to want to create another access through a traffic emergency, but the roads are not built for it and it is subjective. He thought it should remain the way it is.

Chair Strachan had nothing further to add. He clarified for Mr. Bennett that a mine waste analysis is required under LMC 15-1 for a CUP.

MOTION: Commissioner Joyce moved to CONTINUE the Deer Crest Settlement Agreement modifications to March 22, 2017. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

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31. Development on Lot 8 is subject to the January 13 2016 Peace House Conditional Use Permit, and any approved amendments. There is no assigned Unit Equivalent (UE) density on Lot 8. Density on Lot 8 is related to Affordable Unit Equivalents(AUE) and the Peace House facility.

Commissioner Suesser returned to the meeting.

4. **Request by Deer Crest Associates to amend the Deer Crest Settlement Agreement/Master Planned Development approved on December 29, 1995, to eliminate a required physical disconnect of Deer Hollow Road (aka Keetley Road) at the Slalom Village (aka Deer Hollow) development parcel location. (Application PL-16-03209)**

The Planning Commission previously reviewed this application on February 8, 2017.

Planner Whetstone reviewed the request to amend the Deer Crest Settlement Agreement. The Staff recommended approval of the Master Plan Amendment for Deer Crest, and requested that the Planning Commission forward a positive recommendation to the City Council regarding the Third Amended Deer Crest Settlement Agreement pursuant to the Findings in the Staff report.

Tom Bennett, representing the applicant, stated that the only change since the last meeting was to modify the Amendment to the Settlement Agreement to incorporate the issues that were recommended and discussed at that meeting.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

Commissioner Campbell stated that if there was an agreement and one party wants to change it for their benefit, even if the other party agrees with the change, in order to forward a positive recommendation to the City Council there should be a benefit. He referred to a color coded map and understood that the portion in red was what the applicant wanted to protect. It was the private neighborhood that should remain that way. Commissioner Campbell asked if the gates would serve the same purpose if they were moved to the intersection of the roads shown in blue, green and red. They would still be able to use the green road for deliveries; and at some point in the future, that road could potentially be used by the rest of the City if it was ever necessary.

Commissioner Campbell stated that if the City was being asked to amend the agreement he thought the City should get something in return. Commissioner Campbell clarified that the Planning Commission did not have the authority to negotiate a benefit, but as part of their recommendation they could ask the City Council to negotiate that change.

Mr. Zacaro understood that Commissioner Campbell was suggesting that they move the Queen Esther gate to the intersection of Deer Hollow Road and Deer Crest Estates; and that he was proposing the same for the Jordanelle gate. Commissioner Campbell replied that he was correct. Mr. Zacaro clarified that there are two developments within Deer Crest and others to be built that have restricted gate access. If they follow Commissioner Campbell's suggestion, that access would be located outside of the gates and access to those communities would be open to everyone. Mr. Zacaro noted that people purchases their property with the understanding that the community would be private and gated. He did not believe it would be appropriate for the Master Association to take portions of what is currently the Deer Crest community and open it to traffic.

Commissioner Campbell asked which end it would be accessed from. Mr. Zacaro used the map to indicate the location of 15 townhomes and noted that more would be built. They are currently located within the gate; however, if the gate is moved as proposed by Commissioner Campbell, the area would be open to traffic. In terms of the concerns that were raised at the last meeting regarding opening the road to vehicle traffic during traffic emergencies, Mr. Zacaro was unsure what would be accomplished by moving the gate. The gates are substantial structures and it would be a significant cost to move them. He did not believe the Master Association would be in agreement with moving the gates.

Commissioner Campbell noted that the two communities that his proposal would remove from protection inside the gate could be accessed from Highway 40 or from Queen Esther. Mr. Zacaro answered yes. Commissioner Campbell stated that if the road is broken in half, which the current agreement forces them to do, each community would be forced to come in from one side. Mr. Zacaro replied that the people living in the townhomes could still come from both sides. However, if the disconnect were ever to occur, they would still be inside a gated community. Moving the gates would remove that protection. Commissioner Campbell understood that the idea of the disconnect was that the gates would be temporary and at some points the gates would be taken down and the disconnect would serve the function of keeping traffic from using that as an entry into Park City. He thought the developer wanted to remove the disconnect because of construction access. Planner Whetstone pointed out that the east and west perimeter gates were listed in the settlement agreement as required gates. The settlement talks about uses outside the east perimeter gate and access through the

west perimeter gate. The Queen Esther Settlement Agreement talks specifically about the two gates.

Commissioner Band understood that the disconnect was not required in the beginning because it was only something that could be done in case the gates did not work. The gates were always in the MPD and they were intended to serve a purpose. However, in case the gates did not do serve that purpose, they did not want the traffic coming from Wasatch. If the gates did not work, the road would be disconnected to keep people from using it to get into Lower Deer Valley.

Assistant City Attorney McLean stated that based on the conversation from the last meeting, the City was asking that the “give” would be that the City could use that access for traffic emergencies. Commissioner Campbell clarified that his reason for raising the issue was to give the City more measure of control. Ms. McLean recalled from the last meeting that the majority of the Commissioners did not support giving access for traffic emergencies.

Commissioner Suesser stated that it was her position at the last meeting that the City should be granted access in the event of a traffic emergency as determined by the City Police Chief. She still held that position.

Planner Whetstone thought there was consensus at the last meeting that there should be access in the event of an emergency declared by the Police, the Sheriff or the Fire Departments, but not because of heavy ski traffic.

Commissioner Phillips questioned whether it would be a public safety issue if Deer Valley had a good ski day and an ambulance could not get from Point A to Point B. Planner Whetstone replied that such a circumstance could be determined by the Fire District.

Director Erickson referred to Exhibit A, the Agreement, on page 259 of the Staff report and noted that Item 5 allows for the Park City Fire Marshall, Park City Police Chief, Wasatch County Fire Chief or other public safety officer in Park City or Wasatch County to declare an emergency. The language makes the specific distinction that other non-life endangering causes would not be an emergency. He believed that any case where an emergency vehicle is delayed becomes life-endangering. However, it could not be opened up to alleviate traffic congestion.

Commissioner Suesser objected to the last sentence that Director Erickson referenced regarding non-life endangering. Commissioner Campbell agreed. He stated that sometimes the traffic gets so bad at the bottom of Bonanza Drive that it becomes an

emergency for everyone, because by time they know an ambulance cannot get through it is too late. When the traffic reaches a certain density at the intersection of Bonanza and Kearns, the Police Chief should be able to open up the back road.

Director Erickson asked if the other Commissioners concurred. Commissioners Band and Phillips did not concur. Commissioner Phillips did not believe that road was a safe route for excess traffic. Commissioner Band thought it was a “can of worms”. If they intend to renegotiate the Agreement they needed to talk to the Queen Esther HOA and Wasatch County. If they intend to put a significant amount of traffic on potentially a regular basis she questioned how those roads and Highway 40 would handle it. Commissioner Band noted that the reason for putting the disconnect in place was to keep people from doing that. If they intend to make the change, she thought they should first look at why the disconnect was considered in the first place. Commissioner Band thought the conversation should involve the City Council, Wasatch County, Queen Esther, and possibly UDOT.

Commissioner Campbell agreed with Commissioner Band and he did not believe they would be able to settle the matter this evening. If they forward a recommendation to the City Council, it should include the recommendation to discuss it with all the parties mentioned.

Commissioner Phillip stated that removing the disconnect would add traffic through that area. However, if it was used only by the people living in the neighborhood it would not be significant. Commissioner Phillips favored removing the disconnect because it would be better for the traffic to go through that road rather than congesting the entry corridor roads. He believed it was a benefit to the City in that regard. Commissioner Phillips agreed that it would be great to have another way to get people out of town, but he did not think this was the right place to do that. Commissioner Campbell agreed.

Commissioner Campbell clarified that he was not proposing that the road would be open to workers or service vehicles. His point is that long term it may be one of the only primary entrances into town. Because the applicant wants to make a change to the MPD and the Agreement, now is the time to negotiate something that could be good for the City. He completely agreed that this was not the place to do it. Commissioner Campbell did not believe this should be settled by the Planning Commission. The City Council needed to work with other parties to develop a long-term plan that works for everyone.

Mr. Bennett stated that the applicant was not asking the Planning Commission to re-negotiate an agreement. They were required to come before the Planning Commission and request a recommendation to the City Council. Mr. Bennett clarified that they

wanted to go directly to the City Council but they were told to come to the Planning Commission first.

Mr. Bennett thought the Commissioners made it sound like the applicant was trying to take something away from the City, therefore, the City needed to take something back for itself. He noted that they made a concerted effort to go to the various governmental agencies that are impacted by this request. He understood from their response that they would rather have the disconnect requirement eliminated. They believe it would be a benefit to the City and the County. Mr. Bennett clarified that the intent is to eliminate something that was overkill in the first place. It was an extra step that did not make sense.

Commissioner Campbell believed that all the Commissioners agreed that the disconnect should be eliminated. He clarified that he was not suggesting that the applicant was trying to take something from the City. His point is that that piece of property is one of two or three long-term possibilities for traffic access into Park City. In the near term, traffic congestion is the biggest issue they face, and they need to look at all options. If they are going to renegotiate, he would like a conversation about more than just the disconnect, because it is an opportunity to look long-term.

Assistant City Attorney McLean recalled that the Transportation Manager, Alfred Knotts, had given Planner Whetstone language that he thought would be helpful to the City for traffic management. Ms. McLean understood that the applicant was willing to allow something more than just full-on emergency. She recalled discussions about some allowances for using the disconnect under very limited circumstances. Ms. McLean thought it would be helpful for Mr. Bennett to explain to the Planning Commission what the applicant was willing to allow.

Planner Whetstone stated that Mr. Knotts had suggested opening it for traffic flow if another access point was needed. Based on the comments at the last meeting, she understood that the Planning Commission would not support that recommendation and she had articulated that to the City Engineer and the Transportation Manager. Planner Whetstone remarked that the point of the Agreement was to prevent through traffic.

Director Erickson outlined the options. The first option is that the Planning Commission could make a motion with the additional condition of approval that the City Council consider a request for additional traffic capacity during emergencies. The second option is that the Planning Commission could make a motion with a slightly variable requirement. Director Erickson remarked that in both cases, should the City Council elect to take their recommendation, it would come back to the Planning Commission with a request to debate it in the format suggested by Commissioner Band, which was

to include Park City, Wasatch County, UDOT, Queen Esther, and all other affected parties. If the City Council chooses to send it back to the Planning Commission, that discussion would occur in a Work Session.

Commissioner Campbell clarified that the City Council could reject their recommendation and approve the request. Director Erickson replied that he was correct.

Director recommended that the Planning Commission forward the recommendation outlined in the Staff report to eliminate the disconnect and recommend that the City Council consider amending the Development Agreement. However, the motion should also include a recommendation for the City Council to consider additional traffic mitigation for either emergency services or through-traffic.

Commissioner Campbell stated that he would be comfortable with a motion as suggested by Director Erickson. Chair Strachan stated that if the Planning Commission made that motion, it should specifically reference the last sentence in Item 5 of the Agreement on page 259 of the Staff report.

Commissioner Suesser asked if the applicant would be willing to consider different language as opposed to going through the process Director Erickson had outlined. Mr. Zacaro noted that Commissioner Joyce spoke at great length about this same matter at the last meeting, and the direction from the Planning Commission resulted from that conversation. As reflected in the Minutes, Commissioner Joyce spoke strongly against allowing traffic, and only thought that the road should be opened in the case of a life safety/fire safety type of emergency; and he wanted a commitment from the applicant to do that. In response to Commissioner Campbell, Mr. Zacaro pointed out that currently there was no requirement at this time to do the disconnect. The disconnect requirement is triggered when the Deer Hollow Development is completed. He explained that the only thing different since 1995 is that the Master Association owns the road. Mr. Zacaro emphasized that the Master Association would never allow that road to be disconnected, even if it means that the Deer Hollow Development could never occur. He stated that there is no trigger right now, and the trigger may not come up for ten years. Mr. Zacaro noted that the Master Association Board talked about this prior to the last Planning Commission, and the Board was willing to go along with a recommendation consistent with what Commissioner Joyce had discussed on February 8th. The Board had a follow-up meeting and agreed to go along with the amendment that was proposed before the meeting this evening. Mr. Zacaro remarked that if the amendment changes to say that the Deer Hollow road could be opened in a traffic emergency, the Master Association Board would not agree to that or any amendment that includes that requirement. Mr. Zacaro stated that Wasatch County also would

never let that road be disconnected. Fire safety for Deer Crest comes primarily through the Jordanelle Gate. They would not jeopardize lives by allowing someone to put in a disconnect that is not needed simply because the alternative put before the Deer Crest Master Association was either the disconnect requirement or an agreement to open the gates any time someone thinks there is a traffic emergency. Mr. Zacaro was only willing to entertain additional conversations regarding life-safety and similar emergencies.

Commissioner Thimm stated that when this was previously discussed he spoke against the disconnect because it is a public safety-issue. He believed having another path to get an emergency vehicle in quickly is important. Commissioner Thimm stated that if there is a traffic emergency because a glut of vehicles was clogging SR248 and the road was opened up to reduce that glut, this path would become clogged as well, and they would lose the ability to have a safe route for an emergency vehicle. Commissioner Thimm was not concerned about whether or not Deer Crest Master Association would endorse this because the issue is access for emergency vehicles.

Commissioner Campbell agreed with Commissioner Thimm. He believed everyone agreed that it would be difficult to define a traffic emergency and that would have to be negotiated. Commissioner Campbell clarified that no one was talking about a daily or weekly occurrence. It would be used very infrequently. He pointed out that those types of "emergencies" usually occur in the afternoon, and most of the traffic would be going out, which would leave the uphill road free for an emergency vehicle. He could not see both the uphill and the downhill sides being clogged at the same time.

Commissioner Thimm agreed that it was unlikely that both sides would be clogged at the same time, but he questioned whether that was a risk they were willing to take when they have the opportunity to keep it open to emergency vehicles only.

Commissioner Phillips noted that at some point the emergency vehicle would also have to leave in the other direction. In his opinion, this was a public safety benefit and he supported it.

Chair Strachan called for a motion. Assistant City Attorney McLean explained that the Planning Commission would be making a recommendation to the City Council on amending the Settlement Agreement because the MPD is tied to the Settlement Agreement. In addition, it also came to the Planning Commission because it was an MPD. The Planning Commission would be voting to approve it and make a recommendation to the City Council in order to amend the Settlement Agreement.

Director Erickson stated that the motion would be to recommend an amendment to the MPD to eliminate the required physical disconnection of the Deer Hollow Road at the Slalom Village Development parcel location; and forward a POSITIVE recommendation to the City Council to amend the Settlement Agreement in accordance with the recommendations, with a further recommendation to consider expanding the uses of Deer Hollow Road for additional emergency services and/or high traffic exiting requirements.

Mr. Bennett stated that the amendment to the Settlement Agreement as currently proposed already has a provision for emergency access. Director Erickson clarified that he had crafted the language to include an expansion of that to eliminate the last sentence of Item 5 on page 259, Item 5.

Commissioner Suesser proposed replacing the last sentence of Item 5 with language to read, "With regard to the immediately preceding sentence, the parties acknowledge and agree that traffic congestion or delays caused by weather, public or private events and gatherings, and other non-life endangering causes may be considered events sufficient to justify or allow occasional access to public traffic over Deer Hollow Drive".

Chair Strachan believed there either needed to be a clean motion with the language proposed by Commissioner Suesser; or a motion to approve the draft settlement agreement as outlined in the Staff report.

Commissioner Campbell understood that if a motion is made to forward a recommendation to the City Council and include the language drafted by Commissioner Suesser, the City Council would have the opportunity to accept or reject that language, or to revise it. Assistant City Attorney McLean replied that he was correct. Commissioner Band pointed out that through their motion to the City Council the Planning Commission would be agreeing to that language.

MOTION: Commissioner Suesser moved to APPROVE the Third Amendment to the Deer Crest Master Planned Development; and forward a POSITIVE recommendation to the City Council to amend the Settlement Agreement to suspend the requirement that Deer Hollow Road be physically disconnected at the time of development of the Deer Hollow Village aka Slalom Village parcel, pursuant to the Findings of Fact, Conclusions of Law, and Conditions of Approval with the amendment that the last sentence of paragraph 5 of the Third Amendment to the Settlement Agreement be replaced with "With regard to the immediately preceding sentence, the parties acknowledge and agree that traffic congestion or delays caused by weather, public or private events and gatherings and other non-life endangering causes may be considered events sufficient

to justify or allow occasional access to public traffic over Deer Hollow Drive". Chair Strachan seconded the motion.

VOTE: The motion failed. Commissioners Suesser and Campbell voted in favor of the motion. Commissioners Thimm, Phillips and Band voted against the motion.

MOTION: Commissioner Phillips moved to APPROVE the Third Amendment to the Deer Crest Master Planned Development; and forward a POSITIVE recommendation to the City Council to amend the Settlement Agreement to suspend a requirement that Deer Hollow Road may physically be disconnected at the time of development of Deer Hollow Village parcel, pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval. Commissioner Band seconded the motion.

VOTE: The motion passed. Commissioners Thimm, Phillips and Band voted in favor of the motion. Commissioners Suesser and Campbell voted against the motion.

Findings of Fact

1. The Deer Crest Settlement Agreement (Agreement) by and between Park City Consolidated Mines Company and Trans-Wasatch Company, L.L.C and Park City Municipal Corporation was executed on December 29, 1995.
2. A requirement for a physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a development parcel known as the Slalom Village parcel (aka Deer Hollow Village) was included in this original Agreement.
3. The original purpose of the disconnect requirement was to prevent direct public through traffic between Jordanelle basin/US 40 and Park City.
4. During development of Deer Crest, permanent gates were installed on the east and west entrances. These east and west gates are guard controlled and are known as the east and west perimeter gates.
5. In 1996 a Settlement Agreement and Release was executed between the Queen Ester Village Project Owners Association, Trans Wasatch LLC, Deer Crest Associates I, L.C., and Park City Consolidated Mines (PCCM) (Trans Wasatch, Deer Crest and PCCM were the developers).
6. Included in this Queen Ester Settlement Agreement was a provision that allowed the removal of the physical disconnect at Slalom Village, if approved by Park City, "so as to permit and encourage the use of the east control gate as the point

of entry and exit for commercial, oversized or trailering vehicles, and vehicles operating outside of specified hours of operation, subject to Developer's agreement to implement gate controls no less stringent than those set forth on Exhibit B hereto in the master covenants, conditions and restrictions for the Deer Crest Project..."

7. A First Amendment to the 1995 Deer Crest Settlement Agreement (aka the First Amendment to the Telemark Park Settlement Agreement) was approved by City Council on April 8, 1997.

8. Items of the First Amendment included the following: 1) clarified density, use and configuration, and location of the development areas; 2) addressed timing of annexation of and permit issuance for the Snowtop/Hidden Hollow, Slalom Village, and Roosevelt Gap Areas; 3) moved the previous 20,000 sf ski academy (and parking limitation) from the Slalom Village Area to Telemark Park Village (aka Jordanelle Village Resort) outside of the east perimeter gate and increased the single family lots by one to five (5); 4) added right to construct ski runs and lifts to the section pertaining to the right to construct roads under certain conditions, and 5) included additional stipulations related to ski lifts, ski runs, open space, trails, other road construction, gates, utilities, and ski runs.

9. A Second Amendment to the 1995 Deer Crest Settlement Agreement (aka the Second Amendment to the Telemark Park Settlement Agreement) was approved by City Council on April 6, 2001.

10. The purpose of the Second Amendment was to increase the density of Hidden Hollow subdivision by one single family lot, thus increasing the total number of single family lots lying west of the east perimeter gate by one to 151 (from 150) and increasing the total number of units by one to 546 units (from 545); amending related exhibits, and amending the annexation agreement for Alternative A for the Roosevelt Gap/Snow Park Hotel Area (now known as the St. Regis Resort approved with the Deer Crest Hotel Conditional Use Permit) to allow the Planning Commission to approve up to 105 overnight parking spaces at Roosevelt Gap.

11. The 1995 Deer Crest Settlement Agreement property consists of approximately 678 acres, of which 523 are located within Wasatch County and 155 acres are located within Summit County.

12. The property is generally located between Deer Valley Drive East and US 40.

13. At the time of the Agreement a majority of the property was located within the unincorporated areas of these counties.

14. The Deer Crest Settlement Agreement requires Property Owner and/or Homeowners' Association responsibility for the permanent maintenance of all perimeter gates, roads, hard surfaced pedestrian and bike pathways, including snow removal.

15. On December 17th, 1998, Park City annexed 253 acres of this property as the Deer Crest Annexation (Ordinance 98-53) and 84 acres as the Hidden Hollow Annexation (Ordinance 98-52). The remaining property was developed in unincorporated Wasatch County.

16. Access to a majority of the Deer Crest Community is from US 40 at the Mayflower interchange via the east perimeter control gate (also known as the Jordanelle gate house). Access from Park City to the Deer Crest Community is from Deer Valley Drive to Queen Ester Drive and to Deer Hollow Road via the west perimeter control gates (also known as the Queen Ester gate house).

17. Two other parcels were developed in Park City, namely the Roosevelt Gap parcel with the Deer Crest Hotel CUP (St. Regis Hotel) and the Snow Park Hotel parcel with the funicular connecting to Roosevelt Gap, parking, and two employee housing units and one residential condominium unit within the funicular building, also as part of the approved Deer Crest Hotel CUP.

18. Phases 2 and 3 of the St. Regis Hotel (aka Deer Crest Hotel CUP) (future residential condominiums) are also approved at the Snow Park Hotel site but have not been constructed. Parking and access through the west perimeter gates for the St. Regis Hotel (approved as the Deer Crest Hotel CUP) is subject to the Settlement Agreement, as amended, and as reflected in the Deer Crest Hotel CUP conditions of approval.

19. Access through the gates is also described in the Queen Ester Settlement Agreement executed on August 1, 1996.

20. The applicant, Deer Crest Associates I, L.C., developer of the Deer Crest Master Planned Development community, is successor in interest to Trans Wasatch Company, L.L.C. and Park City Consolidated Mines Company in matters related to the Deer Crest Settlement Agreement dated December 29, 1995.

21. On June 9, 2016, the applicant submitted a request for a Third Amendment to the Settlement Agreement (which acts as the Master Planned Development for the property) to suspend a requirement for a physical disconnection of Keetley Road (aka Deer Hollow Road) in the vicinity of a development parcel known as the Slalom Village parcel (aka Deer Hollow Village).
22. The application was considered complete on November 22, 2016 upon submittal of a revised surrounding property owner mailing list and envelopes on November 22, 2016.
23. Subject property, e.g. the general location of the required disconnect, is zoned Recreation Commercial- Master Planned Development (RC-MPD).
24. Deer Crest Master Association (DCMA), as owner and responsible party for the roads and gates within the Deer Crest Development, is party to this Third Amendment.
25. Wasatch County, Deer Valley Resort, JSSD special service district, the Deer Crest Master Association, and Deer Valley Resort submitted letters in support of this amendment.
26. Staff received numerous letters in support of this amendment from home owners within Deer Crest Estates.
27. This proposed Third Amended Settlement Agreement does not request changes to the approved Deer Crest Hotel CUP, or any of the other development parcels within the Deer Crest Development area.
28. On February 8, 2017, the Planning Commission conducted a public hearing on the Third Amended Settlement Agreement and Deer Crest Development MPD.
29. A representative from Deer Valley Resort spoke in favor of the requested Third Amendment to suspend the disconnect requirement.
30. A property owner from the Deer Crest community also spoke in favor of the requested Third Amendment to suspend the disconnect requirement, reiterating the adverse effects of the requirement, as stated in many of the letters received regarding this amendment.
31. A property owner from the Snow Top Subdivision also expressed many of the same concerns with the requirement to disconnect Deer Hollow Road.

32. The managing partner of the St. Regis Resort, a property that is located within the east and west perimeter gates, also spoke in favor of the requested amendment.

33. No changes are proposed to approved parcel densities outlined in the Settlement Agreement, as amended. Slalom Village (aka Deer Hollow Village) is one of the remaining undeveloped areas of the MPD. Section 5.2.3.1 states the density “shall not exceed 83 multi-family units (maximum 2,400 square feet per unit) with support commercial space up to 5% of the gross square footage and appropriate amenities and five (5) single-family lots (per 1st Amendment)”. Alternatively, the Agreement states “in the event Property Owners elect not to construct the development described in Section 5.2.3 above, then Property Owners shall have the right to develop a single family subdivision not to exceed twelve (12) lots in place of the 83 multi-family units. The twelve (12) single-family lots are in addition to the five (5) original lots.

34. No changes are proposed to setbacks, open space, off-street parking, building height, landscaping, sensitive lands compliance, affordable housing requirements, child care, trails, clustered development site planning, grading and retaining walls, as outlined in the Settlement Agreement, as amended.

35. The proposed MPD and Third Settlement Agreement Amendment allows internal vehicular and pedestrian/bicycle circulation for residents within the Deer Crest/Hidden Hollow/Snowtop/St Regis Hotel Neighborhood area, by keeping the loop open within the area (keeping the perimeter gates in place). There will continue to be relatively direct access between the various subdivisions and hotels within the development.

36. Additionally, service and delivery, employee vans, guests and owners of the St. Regis Hotel, approaching from US 40 and the east gate, will take a more direct route using Deer Hollow Road, as opposed to Deer Crest Estates Drive, a more circuitous route through a residential neighborhood. Creation of two dead end roads interrupts a loop route for internal circulation within (inside the two gates) the Deer Crest/Hidden Hollow/Snowtop/St. Regis Hotel Neighborhood.

37. The MPD and Third Settlement Agreement amendment includes a provision for a gated emergency /utility road at the Deer Hollow Village location (one that does not allow general public access) in the event a permanent disconnect is required at some time in the future.

38. Snow removal and snow storage for the Deer Hollow Village parcel are not

changed with the proposed MPD Amendment. Specifics of snow removal and snow storage are reviewed at the time of the Conditional Use Permit review. Creation of two dead end roads interrupts a more efficient loop route for snow removal services, and requires two large turn around areas to be constructed. The road is relatively steep (about 10%) in this area and the terrain within the Slalom Village parcel slopes down from north to south at a 50-60% slope with the north side of the road steeper than the south.

39. Creation of two dead end roads at Deer Hollow Village interrupts a loop route for refuse and recycling collection within the Deer Crest neighborhood. Specifics of trash dumpsters and recycling containers, and the screening of these facilities, are reviewed at the time of the Conditional Use Permit review.

40. The MPD and Third Settlement Agreement Amendment encourages reduction of vehicular trips. A more direct route from US 40 to the Hotel for van and shuttle service and employee shuttles will contribute to a reduction in vehicular trips within the Deer Crest Development area and the west entrance gates.

41. Site specific items regarding service and delivery and loading/unloading areas are reviewed at the time of a Conditional Use Permit.

42. Mine Hazards and Historic Mine Waste mitigation will be identified and reviewed at the time of the Conditional Use Permit.

43. Historic Structures and any required mitigation measures will be identified and reviewed at the time of the Conditional Use Permit.

44. Best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building programs and codes adopted by the Park City Building Department in effect at the time of the Conditional Use Permit Application, will be reviewed at the time of the Conditional Use Permit.

45. The MPD and Third Settlement Agreement Amendment were reviewed for consistency with goals and objectives of the Park City General Plan and found to maintain Park City's resort and neighborhood character, protect neighborhoods from impacts of development, provide pedestrian amenities and connections, promote efficient delivery of services and emergency response, provide efficient vehicular circulation and promote reduction of vehicular trips.

46. On November 30, 2016, the property was posted and notices of the public hearing were mailed to property owners within the Deer Crest Master HOA as well as to property owners within 300 feet of the lower west perimeter gate, including the Queen Ester and lower Solamere neighborhoods.

47. Legal notice was published in the Park Record, on the City Website, and on the Utah Public Notice Website on November 26, 2016.

Conclusions of Law

1. The MPD and Settlement Agreement amendment complies with all the requirements of the Land Management Code.
2. The MPD and Settlement Agreement amendment meets the minimum requirements of Section 15-6-5 of the LMC Code.
3. The MPD and Settlement Agreement amendment provides the highest value of open space, as determined by the Planning Commission.
4. The MPD and Settlement Agreement amendment strengthens and enhances the resort character of Park City.
5. The MPD and Settlement Agreement amendment compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
6. The MPD and Settlement Agreement amendment is Compatible in Use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility and protects residential neighborhoods and Uses.
7. The MPD and Settlement Agreement amendment provides amenities to the community so that there is no net loss of community amenities.
8. The MPD and Settlement Agreement amendment is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
9. The MPD and Settlement Agreement amendment meets the provisions of the Sensitive Lands requirements of the Land Management Code. The project has been designed to place Development on the most developable Land and least visually obtrusive portions of the Site.
10. The MPD and Settlement Agreement amendment promotes the Use of non-vehicular forms of transportation through design and by providing trail connections.
11. The MPD and Settlement Agreement amendment has been noticed and public hearing held in accordance with this Code.
12. The MPD and Settlement Agreement amendment incorporates best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial

Energy and Green Building programs and codes adopted by the Park City Building Department in effect at the time of the Application.

13. The MPD and Settlement Agreement Amendment, as conditioned, addresses Historic Sites and Mine Hazard Waste.

Conditions of Approval

1. All provisions, requirements, regulations, and conditions of approval of the 1995 Deer Crest Settlement Agreement, as amended, continue to apply.
2. Historic Sites and Structures on the property shall be identified and any required mitigation measures shall be taken into consideration during Planning Commission review of the Conditional Use Permit application for the Deer Hollow Village parcels.
3. Mine Hazard Waste shall be identified and any required mitigation shall be taken into consideration during Planning Commission review of the Conditional Use Permit application for the Deer Hollow Village parcels.
4. Best planning practices for sustainable development, including water conservation measures and energy efficient design and construction, per the Residential and Commercial Energy and Green Building programs and codes adopted by the Park City Building Department in effect at the time of the Conditional Use Permit application, shall be reviewed by the Planning Commission during review of the Conditional Use Permit application for Deer Hollow Village parcels.
5. Approval of the Third Amendment to the Settlement Agreement by the City Council is a condition precedent to submittal of a Conditional Use Permit for development of the Deer Hollow Village parcels.
6. The Third Amendment to the Settlement Agreement shall be fully executed and recorded at Summit County within six (6) months of approval by City Council or this approval shall be null and void, unless a written request for an extension is submitted to the Planning Department and approved by the Planning Commission.

The Planning Commission adjourned the Regular Meeting and moved into Work Session for general legal training and the Open Public Meetings Act.

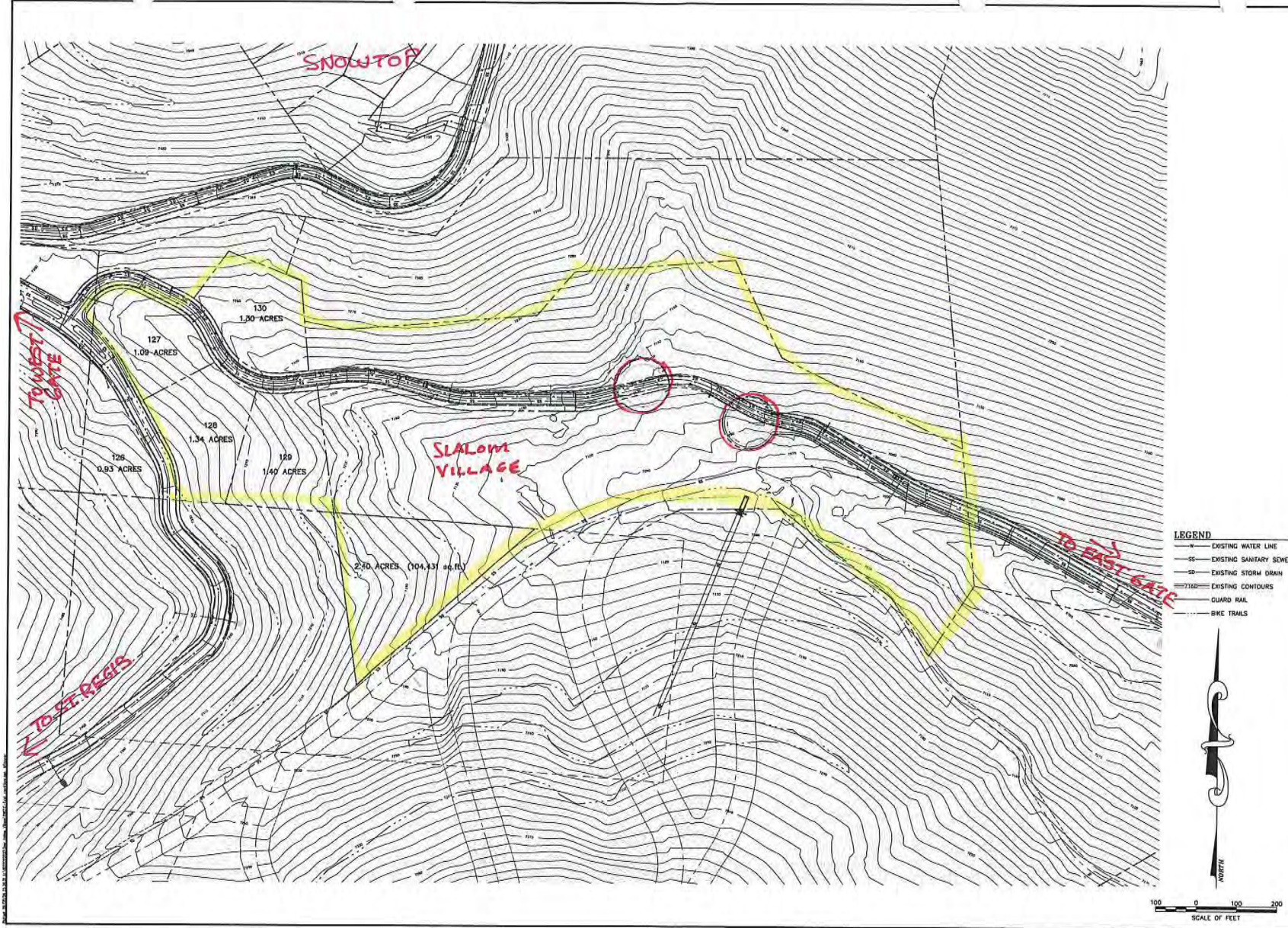
EXHIBIT F- SEE LINK IN EXHIBIT LIST

EXHIBIT G



↑
N





JUNE 2004
 DATE
 1" = 100'

DEER HOLLOW VILLAGE
 EXISTING CONDITIONS

PSOMAS
 2355 East Colfax Avenue, Suite 100
 Salt Lake City, Utah 84143
 (801) 245-9177 (801) 245-9182 (fax)

335
 SHEET

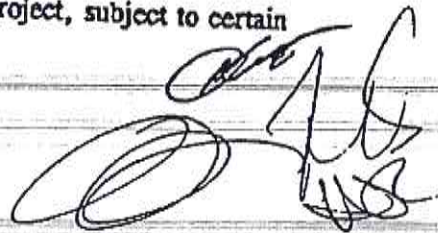
2

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is executed as of August 1, 1996 by and between, The Queen Esther Village Project 1 Owners Association ("Queen Esther"), Trans Wasatch Company, L.L.C. ("Trans Wasatch"), Deer Crest Associates, I, L.C. ("Deer Crest"), and Park City Consolidated Mines ("PCCM") (Trans Wasatch, Deer Crest and PCCM are collectively referred to herein as the "Developers").

RECITALS

- A. Queen Esther is an incorporated association of homeowners within a part of the Queen Esther Condominium Project (the "Queen Esther Project"), a portion of which is in close proximity to a presently unimproved portion of Keetley Road located within Park City. Queen Esther has asserted both contractual rights and rights pursuant to Park City approvals with respect to certain land adjacent to the Queen Esther Project that is included within the approved master plan area for the Queen Esther Project including portions of the unimproved Keetley Road.
- B. Developers are successors in interest to the original developers of the Queen Esther Project in the ownership of the land adjacent to the Queen Esther Project. Developers desire to improve Keetley Road to provide access to a new real estate development to be known as Deer Crest (the "Deer Crest Project").
- C. Park City Municipal Corporation ("Park City") and Trans Wasatch and PCCM have engaged in litigation with respect to the right of the Developers to improve Keetley Road, and those parties have entered into a settlement agreement (the "Original Settlement Agreement") that would allow the improvement of Keetley Road as a private road in connection with the development of the Deer Crest Project, subject to certain



conditions, including the vacation by Park City of any public rights of vehicular access in Keetley Road.

D. Queen Esther has asserted that the implementation of the Original Settlement Agreement and the improvement of Keetley Road would violate the rights and interests of Queen Esther in the event certain provisions of the Original Settlement Agreement were not amended or added and in the event direct enforcement rights were not extended to Queen Esther to protect the interests of homeowners within the Queen Esther Project.

E. Queen Esther and Developers desire now to settle the dispute between them and to permit Keetley Road to be vacated by Park City and improved by Developer subject to the terms of this Agreement.

AGREEMENT

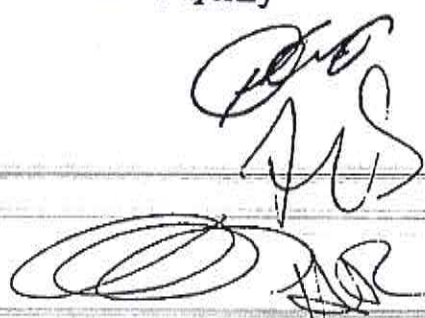
In consideration of the recitals and mutual promises contained herein, Queen Esther and Developers, and each of them, agree as follows:

1. Covenants and Agreements of Developers. Developers agree to the following covenants and other terms. Developers warrant that Deer Crest is the fee title holder and, where applicable, the long-term lessee of the real property within the Deer Crest Project. All obligations of Developers from and after the date of this Agreement shall be performed by Deer Crest, and its affiliates, partners, operators, successors and assigns, and TransWasatch and PCCM shall be released from liability for non-performance of those obligations. To the extent the following provisions conflict with the obligations of Developers under the Original Settlement Agreement, the parties to this



Agreement intend that the terms of this Agreement shall govern between Queen Esther and Developers, and their affiliates, partners, operators, successors and assigns:

a. Approved Drawings: Limits of Disturbance. The 10 pages of engineering drawings identified on Exhibit A hereto (the "Approved Drawings") for the Keetley Road segment located within Park City and adjacent to the Queen Esther Project (the "Park City Keetley Road Segment") shall be the basis for the construction of the Park City Keetley Road Segment other than with respect to the design of the control gate areas and the portions of any wall above the level of asphalt on the roadway. Developers represent that the base of the downhill retaining wall adjacent to the Queen Esther Project as shown on the Approved Drawings leaves not less than 5.0 feet of distance between the downhill face of the wall and the highest existing uphill aspen tree below the road and agree that the 5.0 foot area adjacent to the base of the wall shall constitute the limits of downhill area that will be disturbed in connection with the construction, maintenance or reconstruction of the Park City Keetley Road Segment (the "Limits of Disturbance Area"). The Limits of Disturbance Area specified by this Agreement shall control over any inconsistent specification of a limits of disturbance area in the Approved Drawings. Developers shall install surveyed construction stakes identifying the base of the downhill retaining wall and the Limits of Disturbance Area and provide Queen Esther with not less than 10 days notice prior to the commencement of construction and the installation of those stakes in order to afford Queen Esther the opportunity to confirm that the proposed construction of the road and the location of the Limits of Disturbance Area conform to the locations specified in this paragraph 1.a. Developers further agree to install temporary



fences pursuant to specification G-10 on the first page of the Approved Drawings within the Limits of Disturbance Area. Developers further agree that the retaining wall shall be constructed pursuant to detail KW1 on page G-10 of the Approved Drawings in order to reasonably minimize construction-related downhill impacts. Modifications to the Approved Drawings shall be subject to the approval of Queen Esther. Queen Esther acknowledges that Developers contemplate submitting to Queen Esther for its approval a redesign of the control gates shown on the Approved Drawings.

b. Wall Landscaping and Landscape Maintenance. The landscaping plan attached as part of the Approved Drawings shall be modified in general by locating the Picea Pungens evergreens, of a height of at least 12 feet at the time of installation, at a distance of from 7 to 15 feet from the base of the downhill retaining wall and from 15 to 20 feet apart. The particular location of trees shall be jointly decided by Developers and Queen Esther so as to minimize disturbance to existing trees and to maximize visual screening of the retaining wall from directly affected properties within the Queen Esther Project. Installation of the landscaping shall occur before the end of the next occurring spring or fall planting season following completion of the downhill retaining wall for Keetley Road adjacent to the Queen Esther Project. Developers agree to maintain the installed landscaping along the base of the downhill retaining wall, including watering, the removal of aspen to allow evergreen growth (with the approval of Queen Esther), and dead tree replacement, for the longer of 5 years after planting or the period necessary to establish the trees for survival without watering. In the absence of further notice from Queen Esther, for purposes of the approvals contemplated by paragraphs 1.a. and 1.b.,

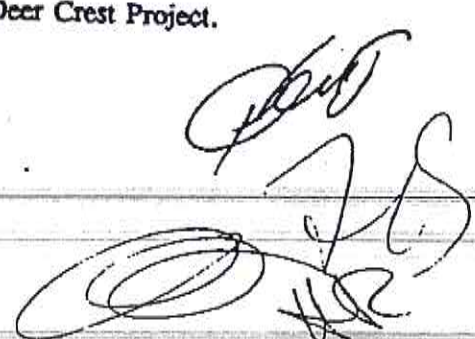
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the President of the Queen Esther homeowners' association, who is presently Franklin Drake, shall be the authorized representative of Queen Esther.

c. Trash Removal. Developers shall remove trash at the base of the downhill retaining wall on a regular basis for the duration of the Deer Crest Project.

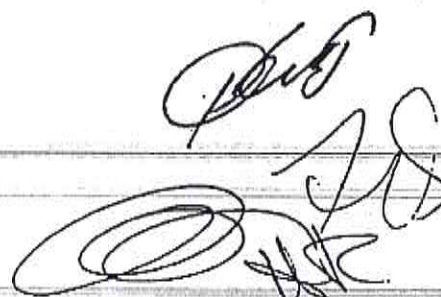
d. Park City Municipal Transportation. The use of Keetley Road for Park City municipal transportation (other than emergency vehicles) or buses shall not be allowed.

e. Oversized Vehicle and Time of Day Limitations on Use of Park City Keetley Road Segment. All RV's, vehicles pulling trailers, tractor-trailer rigs and other vehicles with three axles and all construction traffic (other than vehicles responding to an emergency situation and other than snow removal equipment) shall be prohibited from using the Park City Keetley Road Segment for any purpose other than for the purpose of constructing that road segment, and shall be required to enter and exit the Deer Crest Project at the east control gate on the Wasatch County side of the Deer Crest Project. Certain categories of vehicles trips not prohibited by the preceding sentence on the Park City Keetley Road Segment (other than vehicles responding to an emergency situation and other than snow removal equipment) shall be regulated in one or more respects by requiring a prior appointment, by imposing a time-of-day limitation or by imposing a size of vehicle limitation as applicable under the gate control regulations attached hereto as Exhibit B (the "Regulations"). Any trips not meeting all of the stated requirements of the Regulations shall be required to enter and exit the Deer Crest Project at the east control gate on the Wasatch County side of the Deer Crest Project.



f. Gate Control Regulations, Procedures and Protocols. Developers covenant that the permanent control gates shall be configured and operated in accordance with the Regulations. Developers further agree (i) that the Park City Keetley Road Segment will be used only by the authorized users contemplated by the Original Settlement Agreement as further restricted by this Agreement and as amended by the relocation of the ski academy outside of the east control gate, and (ii) that adequate records will be kept in the operation of the gates for not less than fifteen months to allow Queen Esther periodically to audit and verify compliance with the regulations.

g. Comparable Private Access or Amenity Rights. Developers hereby grant to Queen Esther, for the benefit of its homeowners, any rights of access or other recreational amenity benefits associated with the Deer Crest Project to the extent those rights or recreational amenity benefits have been granted by Developers to the public pursuant to the Original Settlement Agreement. Further, Developers agree to grant to Queen Esther, for the benefit of its homeowners, any rights of access or other recreational amenity benefits associated with the Deer Crest Project on a basis no less favorable than the rights or benefits that may be granted by Developers in the future to any third party amenity holder. For purposes of this Agreement, a third party amenity holder shall mean any person or non-governmental entity other than an owner or lessee of property within the Deer Crest Project or other person with pre-existing permanent access rights within the portion of the Deer Crest Project where public access is controlled pursuant to the Original Settlement Agreement. The requirement of Developers to grant to Queen Esther the rights or benefits indicated in this subparagraph 1.g. shall not apply



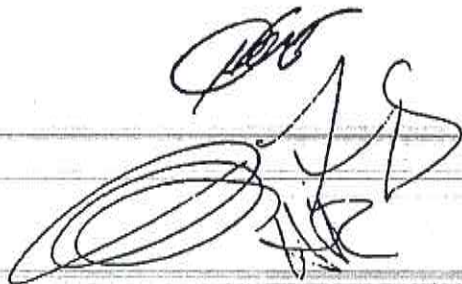
to or include temporary promotional or other temporary rights granted on a non-recurring basis, rights of access granted in connection with the operation of facilities within the Deer Crest Project by third parties, or the creation of rights-of-way or easements for utilities or ski runs or other similar interests essential to the development or operation of facilities within the Deer Crest Project.

h. Deed Restricted Open Space. The area below the Park City Keetley Road Segment and adjacent to the Queen Esther Project boundary as shown on Exhibit D (the "Open Space Area") shall be preserved by Developers as open space by an instrument recorded in favor of Queen Esther. Contemporaneously with the staking of proposed construction work on the Park City Keetley Road Segment, Developers, at Developers' expense, shall cause a registered land surveyor to complete a survey of the Open Space Area. The instrument in favor of Queen Esther shall be recorded within 15 days after the completion of the survey. The preservation of the Open Space Area as open space shall mean the preservation of the Open Space Area generally in its natural state as a visual buffer without above ground improvements. The classification of the Open Space Area as open space shall not preclude Developers from constructing, maintaining, or reconstructing the Park City Keetley Road Segment at its designated location as shown on the Approved Drawings or limit the right of Developers to work within the Limits of Disturbance Area in connection with such construction, maintenance or reconstruction or to install or irrigate vegetation within the Open Space Area. Further, Developers agree to maintain vegetation within the Open Space Area at a level that is at least equivalent to the extent of vegetation presently existing within the Open

Space Area. Developers may, at their option, improve upon the level of vegetation within the Open Space Area with the prior approval of Queen Esther.

2. Mutual Agreements.

a. Support for Amended Development Configuration. In the event Developers elect to pursue the modifications to the Original Settlement Agreement generally described below, Queen Esther, subject to being reimbursed for its out-of-pocket costs and expenses, agrees to support the following modifications to the Original Settlement Agreement that would require the approval of Park City: (i) the removal of the physical disconnect at Slalom Village, so as to permit and encourage the use of the east control gate as the point of entry and exit for commercial, oversized or trailering vehicles and vehicles traveling outside of specified hours of operation, subject to Developer's agreement to implement gate controls no less stringent than those set forth on Exhibit B hereto in the master covenants, conditions and restrictions for the Deer Crest Project, and (ii) the allowance of not more than 155 total parking spaces at the Roosevelt Gap Lodge and the permitted use of not more than 105 of those spaces for overnight resident stay within a condominium unit at the rate of one parking space for each condominium unit, subject to Developers' agreement to construct and operate not more than 105 condominium style hotel units. Any units for which a parking space is provided at the Roosevelt Gap Lodge would not be subject to a unit equivalency adjustment notwithstanding the availability of any such adjustment under the Park City Development Code. Any additional parking spaces for the Roosevelt Gap Lodge beyond the parking spaces addressed in this paragraph shall be provided at the Snow Park Lodge hotel site or



at another site adjacent thereto. Spaces associated with a condominium unit contemplated under this paragraph shall be used only in connection with occupancy of the unit.

b. Recordable Memorandum. Within 30 days following the execution and delivery of this Agreement, Deer Crest and Queen Esther shall cause to be recorded with the Summit County Recorder's Office and Wasatch County Recorder's Office a Memorandum of Agreement substantially in the form attached as Exhibit C-1. Developers may submit to legal counsel for Queen Esther proposed Covenants, Conditions and Restrictions ("CC&Rs") covering the Deer Crest Project for review and approval that the CC&R's incorporate and making binding on the proposed homeowners association the applicable ongoing covenants and obligations of Developer under this Agreement. The costs of Queen Esther's legal counsel in connection with the review and approval contemplated by this subparagraph 2.b. shall be borne by Developers. Developers may also submit to Queen Esther evidence that the proposed homeowners association is financially capable to perform the applicable ongoing covenants and obligations of Developer under this Agreement. Subject to the prior approval by Queen Esther of the CC&Rs and the financial capability of the proposed homeowners association, and subject further to the prior recording by Deer Crest of the CC&Rs against the property within the Deer Crest Project, Queen Esther agrees to release and terminate such Memorandum of Agreement, and each of the parties hereto covenants and agrees to execute and record an instrument to evidence the release and termination of this Memorandum of Agreement in the form attached hereto as Exhibit C-2. In the event Developers provide Queen Esther with copies of documents and other information necessary to allow Queen Esther to



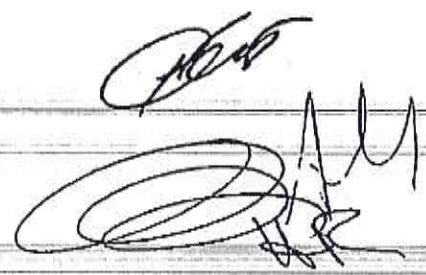
approve or disapprove of the CC&Rs and the financial capability of the proposed homeowners association at least 30 days in advance of the earliest date that Developers contemplate recording the CC&Rs, Queen Esther shall use reasonable efforts to approve or disapprove of the matters described in the paragraph in writing and to execute and deliver the release of the Memorandum within 30 days following submittal of the documents and information to Queen Esther. Neither the execution, delivery or recordation of a release of the Memorandum shall release or be deemed a satisfaction of the Developers' obligations in this Agreement, which obligations shall continue and survive the recordation of the release. In the event Queen Esther does not approve the CC&Rs or the financial capability of the proposed homeowners association within the stated period of time, Developers shall have the right at its discretion to record the CC&Rs with the applicable county recorder's office, and in such an event the Memorandum remains in full force and effect.

3. Fees and Expenses.

Except as provided in paragraphs 2.a., 2.b. and 7, the parties each shall bear their own respective costs and expenses, including attorneys' fees, incurred in connection with this Agreement.

4. Release by Queen Esther.

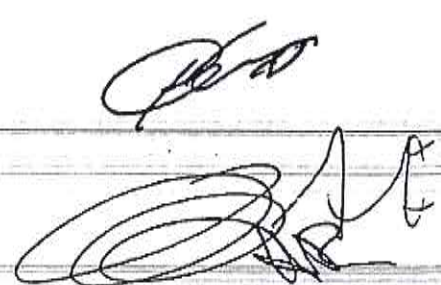
a. Except as otherwise provided in Paragraph 4.c. below, Queen Esther hereby releases and forever discharges the "Developer Releasees," consisting of each of the Developers executing this Agreement, and, where applicable, their respective parents, subsidiaries, divisions, officers, directors, owners, associates, predecessors,



successors, heirs, assigns, agents, partners, employees, insurers, representatives, lawyers, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, and any suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, fixed or contingent, except such claims as may arise in the future under the Original Settlement Agreement or this Agreement (hereinafter "Claims"), that Queen Esther now has against the Developer Releasees, or any of them, by reason of any matter, cause, or thing whatsoever arising out of, based upon, or in any way relating to the use and development of the Park City Kectley Road Segment.

b. Queen Esther represents and warrants that there has been no assignment or other transfer of any interest in any Claim which it may have against any of the Developer Releasees and Queen Esther agrees to indemnify and hold the Developer Releasees, and each of them, harmless from any liabilities, claims, demands, damages, costs, expenses, and attorneys' fees incurred by the Developer Releasees, or any of them, as a result of any person asserting any such assignment or transfer.

c. The release set forth herein shall not extend to or be construed as releasing the Developer Releasees, or any of them, from their express representations set forth in this Agreement or as releasing Deer Crest, or its affiliates, partners, operators successors or assigns from their responsibilities, promises, obligations, covenants, and agreements under or arising out of this Agreement or the Original Settlement Agreement as the same may be amended.



5. Release by Developers.

a. Each of the Developers hereby releases and forever discharges the "Queen Esther Releasees," consisting of Queen Esther, and its respective officers, directors, unit owners, associates, predecessors, successors, heirs, assigns, agents, employees, insurers, representatives, lawyers, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, and any suits, debts, liens, contracts, agreements, promises, liabilities, claims, demands, damages, losses, costs, or expenses, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter "Claims"), that any of the Developers now has against the Queen Esther Releasees, or any of them, by reason of any matter, cause, or thing whatsoever arising out of, based upon, or in any way relating to the use and development of the Park City Keetley Road Segment.

b. Each of the Developers represents and warrants that there has been no assignment or other transfer of any interest in any Claim which any of them may have against the Queen Esther Releasees, or any of them, and each of the Developers agree to indemnify and hold the Queen Esther Releasees, and each of them, harmless from any liabilities, claims, demands, damages, costs, expenses, and attorneys' fees incurred by the Queen Esther Releasees, or any of them, as a result of any person asserting any such assignment or transfer.

6. Inspection.

Queen Esther acting through its duly authorized representatives shall have an easement over Keetley Road into and through the Deer Crest Project to monitor



compliance with this Agreement. For the purpose of this paragraph, "duly authorized representatives" shall mean the individual owners, from time to time, of Units 1 and 2 in the Queen Esther Project (being the two units in closest proximity to Keetley Road and therefore the units most affected by any misuse of Keetley Road), the President of Queen Esther, and no more than one additional trustee of Queen Esther as may be designated from time to time by the President of Queen Esther.

7. Enforcement of Agreement.

If any party to this Agreement brings an action or proceeding to enforce its rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including court costs and attorneys' fees, if any, incurred in connection with such action or proceeding. All parties recognize that damages to Queen Esther are not an adequate remedy for the breach of this Agreement. It is therefore agreed among all parties that injunctive relief is an appropriate remedy available to Queen Esther for the breach of any such provision.

8. Successors and Assigns.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. Construction of Agreement.

This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah. The terms of this Agreement have been negotiated by the parties, and the language of the Agreement shall not be construed in favor of or against any particular party. The headings used herein are

Two handwritten signatures are present at the bottom right of the page. The top signature is a cursive name, possibly "J. B. C.", and the bottom signature is a more stylized, overlapping cursive signature.

for reference only and shall not affect the construction of this Agreement.

10. Entire Agreement.

This Agreement and any exhibits attached hereto represent the sole and entire agreement between the parties and supersede all prior agreements, negotiations, and discussions between the parties hereto and/or their respective counsel with respect to the subject matter covered hereby.

11. Agreement May Be Executed In Counterparts.

This Agreement may be executed in counterparts, which together shall constitute a fully executed original.

12. Severability.

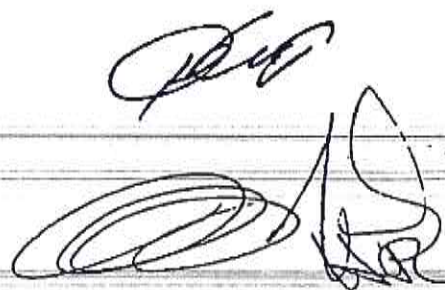
In the event that any provision in or obligation under this Agreement shall be invalid, illegal, or unenforceable in any jurisdiction as to either Queen Esther or any of the Developers, the validity, legality, or enforceability of other provisions in or obligations under this Agreement shall not in any way be affected or impaired thereby.

13. Amendment to Agreement.

An amendment to this Agreement must be in a writing signed by duly authorized representatives of the parties hereto and stating the intent of the parties to amend this Agreement.

14. Notices.

Any notice or demand to be given by one party to the other shall be given in

Handwritten signatures of the parties to the agreement.

writing by personal service, telecopy, express mail, FedEx, DHL, or any other similar form of courier or delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, and addressed to such party as follows:

If to Queen Esther:

Francis C. Brown, Jr.
1155 Avenue of the Americas, 28th Floor
New York, New York 10036-2711
Telecopier: (212) 302-4988

and to:

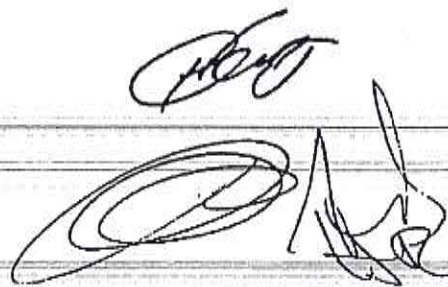
Franklin G. Drake
Chairman and CEO
Drake Management Company
2121 S.W. Broadway, Suite 320
Portland, OR 97201-3182
Telecopier: (503) 295-6467

with a required copy to:

Thomas A. Ellison, Esq.
Stoel Rives LLP
One Utah Center
201 South Main Street, Suite 1100
Salt Lake City, UT 84111-4904
Telecopier: (801) 578-6999

If to Trans Wasatch or PCCM:

Trans Wasatch Company, L.L.C.
Park City Consolidated Mines Company
614 Main Street, Suite 202
P.O. Box 497
Park City, UT 84060
Attention: Harry Reed, President
Telecopier: (801) 649-8207



with a required copy to:

Jeffrey S. Williams, Esq.
Giauque, Crockett, Bendinger & Peterson
170 South Main Street, Suite 400
Salt Lake City, UT 84101
Telecopier: (801) 531-1486

If to Deer Crest:

Deer Crest Associates, I, L.C.
c/o LCC Properties Group, L.C.
2121 Avenue of the Stars, Suite 1700
Los Angeles, CA 90067
Attention: David M. Luber
Telecopier: (310) 552-3229

and to:

Deer Crest Associates I, L.C.
c/o LLC Properties Group, L.C.
Gateway Center
136 Heber Avenue, Suite 308
Park City, UT 84060
Telecopier: (801) 655-8120

with a required copy to:

Jonathan K. Butler, Esq.
Parsons Behle & Latimer
201 South Main Street, Suite 1800
P.O. Box 45898
Salt Lake City, UT 84145-0898
Telecopier: (801) 536-6111

Any party may change the address at which such party desires to receive notice on written notice of such change to the other parties. Any such notice shall be deemed to have been given, and shall be effective, on delivery to the notice address then applicable for the party to which the notice is directed; provided, however, that refusal to accept delivery of

a notice or the inability to deliver a notice because of an address change which was not properly communicated shall not defeat or delay the giving of a notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date written above.

The Queen Esther Village
Project 1 Owners Association:

By: [Signature]
Its: [Signature]

Trans Wasatch Company, L.L.C.

By: [Signature]
Its: Chief Operating Officer

Park City Consolidated Mines Company:

By: [Signature]
Its: President

Deer Crest Associates, I, L.C.
a Utah limited liability company.

By: LCC Properties Group, L.C.
a Utah limited liability company,
Managing Member

By: [Signature]
David M. Luber, Managing Member

EXHIBIT A**APPROVED DRAWINGS**

Plans for Keetley Road dated December 1995 and stamped on December 29, 1995 prepared for TransWasatch Company by Alliance Engineering. The plans consist of 10 sheets identified as:

1. Title Sheet
2. Layout and Utility Plan
3. Keetley Road --Sta 0+00 to 6+00
4. Keetley Road --Sta 6+00 to 12+00
5. Keetley Road --Sta 12+00 to 18+00
6. Keetley Road --Sta 18+00 to 20+46.16
7. Cross Sections
8. Cross Sections
9. Landscape Plan [12/28/95]
10. Details

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EXHIBIT B

**GATE CONTROL CONFIGURATION,
REGULATIONS, PROCEDURES AND PROTOCOLS**

**LIMITATIONS ON ACCESS TO PARK CITY KEETLEY ROAD
SEGMENT AND REQUIRED USE OF EAST CONTROL GATE**

TYPE OF TRAFFIC	#1 #2 #3 #4			
	APPT	HOURS	ETH SIZE	EAST GATE ONLY
Emergency Vehicle and Government entities	No	no limit	no limit	n/a
Lodge or Ski Operations and Maintenance Vehicles	No	no limit	3/4 T + 9 ⁵	vehicles above size limit
Owners/Invitees/House Staff all properties within gates	No	no limit	no limit	n/a
Residential Services, housekeeping, babysitting	No	8 a-8 p	3/4 T + 9	vehicles above size limit or off-hour trip
Commercial Owners/ Lessees & Customers	No	no limit	3/4 T + 9	vehicles above size limit
Commercial Deliveries	No	8 a-8-p	3/4 T + 9	vehicles above size limit or off-hour trip

*Traffic allowed on Park City Keetley Road Segment by prior appointment confirmed with control gate operator

²Traffic allowed on Park City Keetley Road Segment only within this range of hours

³Traffic allowed on Park City Keetley Road Segment only if vehicle this size or smaller

⁴Traffic must enter and exit controlled portion of Deer Crest Project from the east control gate if the traffic meets any one of these requirements. All construction traffic, RV's, vehicles pulling trailers, semi tractor-trailer rigs and all other vehicles with three or more axles (except emergency vehicles and snow removal equipment) must enter and exit from the east control gate.

⁵3/4 Ton pick-up or nine passenger vehicle in size

Courier Deliveries	No	8 a-8 p	UPS van size	vehicles above size limit or off-hour trip
Vendor Residential Deliveries	Yes	no limit	3/4 T + 9	vehicles above size limit
Repairman Residential	Yes	no limit	3/4 T + 9	vehicles above size limit
Taxi and Airport Vans	Yes	no limit	3/4 T + 12 ^s	vehicles above size limit
Construction Traffic	Yes	6:30 a-6:30 p	no limit	all traffic-no trips outside of hours limit
R.B. Sales Traffic	Yes	8 a-8 p	3/4 T + 9	vehicles above size limit or off-hour trip

Methods for Implementation and Control

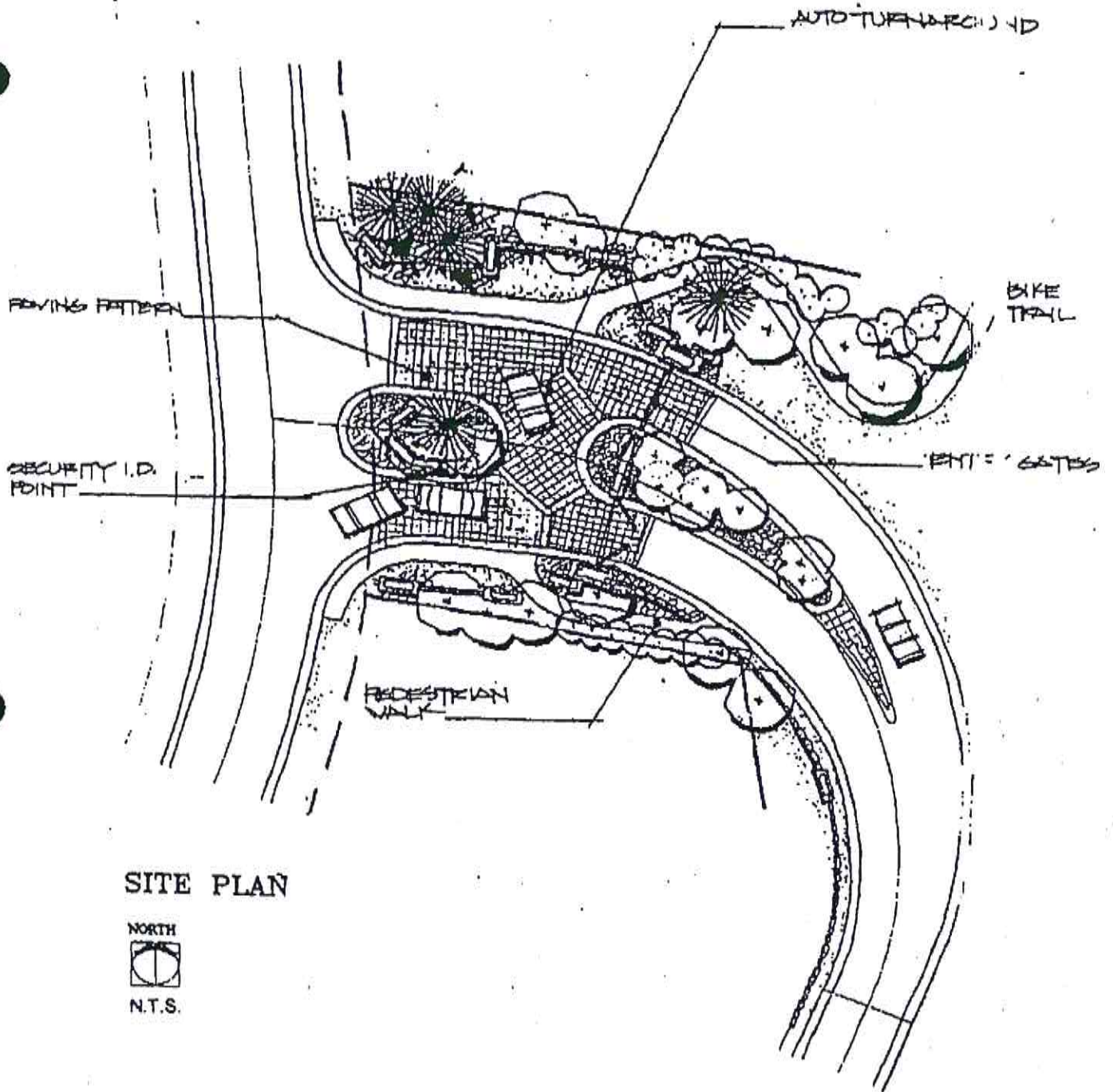
Traffic on the Park City Keetley Road Segment shall be controlled by a 24 Hour manned gate to be provided at McKinley Gap Main Gate and by a lower gate at Queen Esther Drive as generally shown on the attached plan. Guard will have audio and video control of lower Queen Esther Gate. Guard will hand log in and out the appointment traffic. New guard training will overlap by 2 weeks old guard's departure. Guard will control traffic attempting to exit to the west in order to assure that traffic required to exit from the east control gate does so.

Programmable keycards will be issued in appropriately limited quantities to Owners, Lessees, and on-site staff. Replacement price for lost cards will be set at in excess of \$50 per card. A verifiable continuous electronic log will be provided with system.

Window decals, numbered, will be issued to Owners, Lessees and on-site staff for ready identification of vehicles lacking such decals.

A system for notification, penalty, and revocation of privileges will be enforced by HOA (note: these are private streets). HOA will engage regular security patrols.

⁶3/4 Ton pickup or 12 passenger van



SITE PLAN

EXHIBIT B MAP
LOWER QUEEN ESTHER GATE

[Handwritten signatures and initials]

EXHIBIT C-1

MEMORANDUM

When Recorded, Return To:

MEMORANDUM OF AGREEMENT

NOTICE IS HEREBY GIVEN that Deer Crest Associates I, L.C., a Utah limited liability company, Transwasatch Company, L.L.C, a Utah Limited Liability Company, Park City Consolidated Mines Company (collectively referred to herein as the "Developers") and The Queen Esther Village Project 1 Owners Association, a Utah non profit corporation, ("Queen Esther") as Buyer, have entered into that certain Settlement Agreement and Release dated as of _____, 1996, respecting the real property situated in Summit County, Utah, and Wasatch County, Utah as more particularly described on Exhibit "A" attached hereto (the "Property"). All of the terms and provisions of the Settlement Agreement and Release are hereby incorporated herein by reference.

DATED this _____ day of _____, 1996.

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

By L&C Properties Group, L.C., a Utah
liability company, Managing Member

By _____

Its _____

TRANSWASATCH COMPANY, L.L.C,
a Utah Limited Liability Company,

By _____

Its _____

PARK CITY CONSOLIDATED MINES
COMPANY

By _____
Its _____

THE QUEEN ESTHER VILLAGE PROJECT I
OWNERS ASSOCIATION, a Utah non profit
corporation

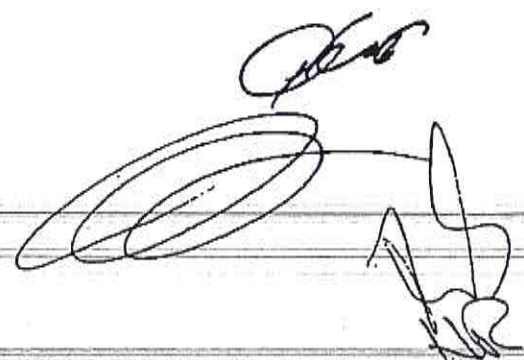
By _____
Its _____

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of August,
1996, by _____, its _____ of DEER CREST ASSOCIATES I,
L.C., a Utah limited liability company.

Notary Public
Residing at: _____

My commission expires:



STATE OF UTAH)
) ss.
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of August, 1996, by _____, its _____ of TRANSWASATCH COMPANY, L.L.C, a Utah Limited Liability Company.

 Notary Public
 Residing at: _____

My commission expires:

STATE OF UTAH)
) ss.
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of August, 1996, by _____, its _____ of PARK CITY CONSOLIDATED MINES COMPANY.

 Notary Public
 Residing at: _____

My commission expires:

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of August, 1996, by _____, its _____ of THE QUEEN ESTHER VILLAGE PROJECT 1 OWNERS ASSOCIATION, a Utah non profit corporation.

Notary Public
Residing at: _____

My commission expires:

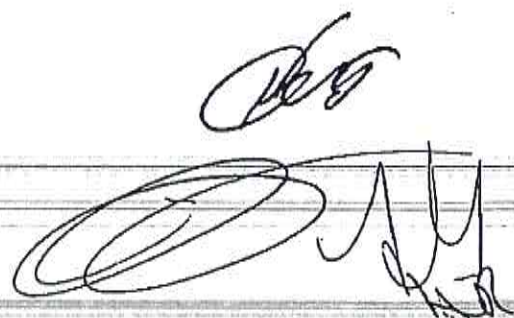


EXHIBIT A TO MEMORANDUM

SLC1-23704.1 23159-0001

25

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 11/8

EXHIBIT C-2

RELEASE OF MEMORANDUM

When Recorded, Return To:

RELEASE OF MEMORANDUM OF AGREEMENT

NOTICE IS HEREBY GIVEN that Deer Crest Associates I, L.C., a Utah limited liability company, Transwasatch Company, L.L.C, a Utah Limited Liability Company, Park City Consolidated Mines Company (collectively referred to herein as the "Developers") and The Queen Esther Village Project I Owners Association, a Utah non profit corporation, ("Queen Esther") as Buyer, have agreed that the Memorandum of Agreement dated as of _____, 1996 and recorded on _____, 1996 as entry number _____ in book _____ at page _____ is hereby released against that certain real property situated in Summit County, Utah, and Wasatch County, Utah as more particularly described on Exhibit "A" attached hereto (the "Property"). This release is recorded for the sole purpose of removing the Memorandum from the chain or record title. Neither the execution, delivery nor recordation of this release shall be deemed to release or evidence satisfaction of the covenants and other terms contained in that certain Settlement Agreement and Release dated as of _____, 1996, respecting the Property, all of which covenants and other terms continue and survive the recordation of this instrument.

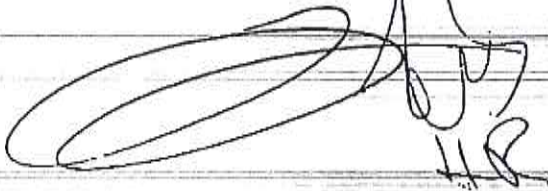
DATED this _____ day of _____, 199__.

DEER CREST ASSOCIATES I, L.C.,
a Utah limited liability company

 By L&C Properties Group, L.C., a Utah limited liability company, Managing Member

By _____

Its _____

TRANSWASATCH COMPANY, L.L.C,
a Utah Limited Liability Company,

By _____
Its _____

PARK CITY CONSOLIDATED MINES
COMPANY

By _____
Its _____

THE QUEEN ESTHER VILLAGE PROJECT 1
OWNERS ASSOCIATION, a Utah non profit
corporation

By _____
Its _____

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

The foregoing instrument was acknowledged before me this _____ day of August,
1996, by _____, its _____ of DEER CREST ASSOCIATES I,
L.C., a Utah limited liability company.

Notary Public _____
Residing at: _____

My commission expires:

SLC1-23704.1 23859-0001

STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of August, 1996, by _____, its _____ of TRANSWASATCH COMPANY, L.L.C, a Utah Limited Liability Company.

 Notary Public
 Residing at: _____

My commission expires:

STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of August, 1996, by _____, its _____ of PARK CITY CONSOLIDATED MINES COMPANY.

 Notary Public
 Residing at: _____

My commission expires:

STATE OF UTAH)
) : ss.
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of August, 1996, by _____, its _____ of THE QUEEN ESTHER VILLAGE PROJECT 1 OWNERS ASSOCIATION, a Utah non profit corporation.

 Notary Public
 Residing at: _____

My commission expires:

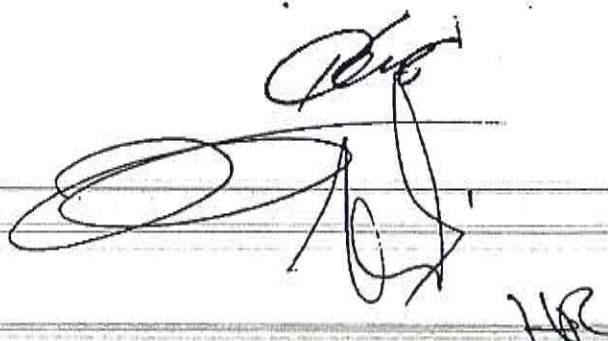
EXHIBIT A TO RELEASE OF MEMORANDUM

SLC1-23701.1 23839-0001

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EXHIBIT D

SLC1-23707.1 23459-0001

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RDIC VILLAGE

OPEN SPACE
PARCEL

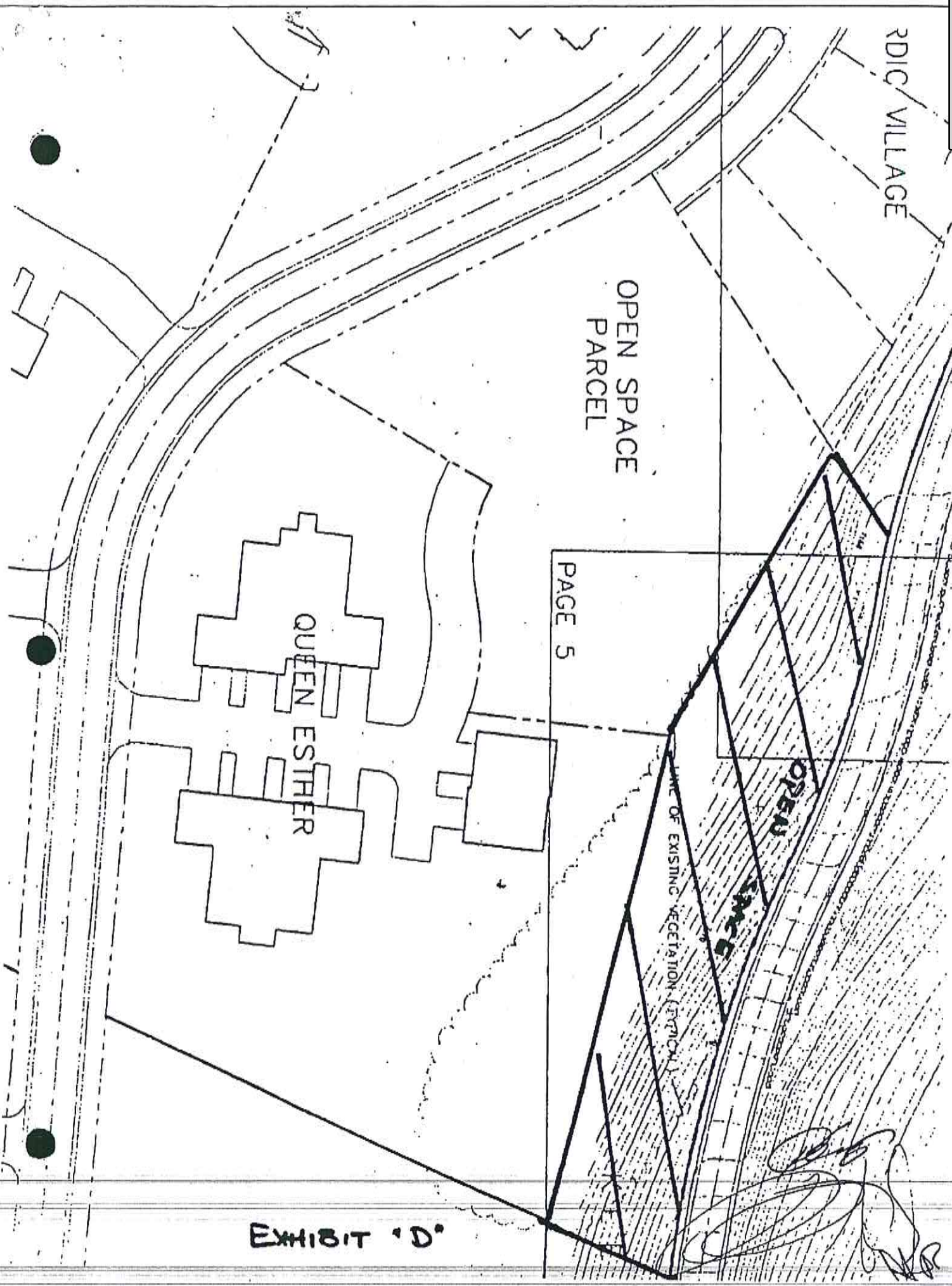
PAGE 5

QUEEN ESTHER

LINE OF EXISTING VEGETATION (TYPICAL)

OPEN SPACE

EXHIBIT 'D'





DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

This is a request for a final subdivision plat (Exhibit A) to create three platted development lots of record for the Village at Empire Pass Master Planned Development (VEP MPD) approved on July 28, 2004, and a fourth lot for ski area uses only. The proposed subdivision consists of property that is currently described by metes and bounds. The request is for a 6.77 acre Lot 1, for future townhouse and PUD style units, a 2.01 acre Lot 2 for VEP MPD Lodge Building 4, a 0.66 acre Lot 3 for future VEP MPD Lodge Building 3, and a 0.10 acre Lot 4 for ski area uses only.

The property consists of a total of 9.54 acres. The lots have frontage on existing platted Marsac Avenue (State Highway 224) and Village Way (a private street). No new streets are proposed. Existing recorded and proposed utility, snow storage, storm water, ski lift access and other easements are shown on the plat.

The applicant requests a plat note referring to a recorded covenant identifying the maximum density allowed on Lot 3 as 24.5 UE configured in no more than twenty one (21) individual units. Maximum density for lots within this subdivision is subject to the remaining density of the Flagstaff Annexation Development Agreement and final Conditional Use Permit review. Lot 4 is to be used in connection with Deer Valley Resort and similar activities. Based on a review of all units and UE platted and constructed to date, there remain sufficient units and UE for development in this proposed subdivision.

On May 24, 2017, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council on this proposed subdivision. No public input was provided at the hearing.

Respectfully:

Kirsten Whetstone, Senior Planner

City Council Staff Report



Application: PL-16-03293
Subject: Village at Empire Pass North Subdivision
Author: Kirsten Whetstone, MS, AICP, Sr. Planner
Date: June 15, 2017
Type of Item: Legislative – subdivision plat

Summary Recommendation

Staff recommends the City Council conduct a public hearing and consider an Ordinance approving the Village at Empire Pass North Subdivision plat pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney.

Description

Owners: REDUS Park City LLC and Empire Residences LLC
Applicant: Alliance Engineering (representing Owners)
Location: Marsac Avenue and Village Way within Village at Empire Pass Master Planned Development (MPD)
Zoning: Residential Development (RD-MPD) District, subject to the Flagstaff Annexation and Village at Empire Pass MPD and Recreation Open Space (ROS)
Adjacent Land Uses: Deer Valley Resort, condominiums, townhouses, PUD style detached homes and open space areas.

Proposal

This is a request for a final subdivision plat (Exhibit A) to create three platted development lots of record for the Village at Empire Pass Master Planned Development (VEP MPD) approved on July 28, 2004, and a fourth lot for ski area uses only. The proposed subdivision consists of property that is currently described by metes and bounds. The request is for a 6.77 acre Lot 1, for future townhouse and PUD style units, a 2.01 acre Lot 2 for VEP MPD Lodge Building 4, a 0.66 acre Lot 3 for future VEP MPD Lodge Building 3, and a 0.10 acre Lot 4 for ski area uses only.

The property consists of a total of 9.54 acres. The lots have frontage on existing platted Marsac Avenue (State Highway 224) and Village Way (a private street). No new streets are proposed. Existing recorded and proposed utility, snow storage, storm water, ski lift access and other easements are shown on the plat.

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Acronyms defined

AUE- Affordable Housing Unit Equivalent (1 AUE = 800 sf in this MPD)
CUP- Conditional Use Permit
DA- Development Agreement
HOA- Homeowners Association
MPD- Master Planned Development
PUD- Planned Unit Development (a style of detached single family housing at Empire Pass)
RD- Residential Development Zoning District
ROS- Recreation Open Space Zoning District
SBWRD- Snyderville Basin Water Reclamation District
SF- Square Feet
UDOT- Utah Department of Transportation
UE- Unit Equivalents (1 UE = 2,000 sf of residential floor area)
VEP MPD- Village at Empire Pass Master Planned Development (Pod A)
VMPD- Village Master Planned Development (Pods A, B1 and B2)

Background

On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the Flagstaff Mountain area. Resolution 20-99 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions, restrictions, obligations, and amenities for each parcel. The Flagstaff Development Agreement (Agreement) was amended and recorded in March 2007 (Exhibit B).

The 2007 Amended Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village. The Mountain Village is further constrained to a maximum density of 785 unit equivalents (UE) configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units does not exceed 60. The Mountain Village is allowed 16 single family home sites. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A). The development pods are to be linked by transit. A fourth pod, pod D is allowed 30 single family lots (this area was platted with the Red Cloud Subdivision for 30 single family home sites) (See Exhibit K).

The Agreement required the applicant to submit 14 specific technical reports for review and approval by the City. The 14 studies, along with the Land Management Code and the amended Development Agreement form the standards under which the subject subdivision plat, and subsequent Conditional Use Permit, will be reviewed (Exhibit C – technical reports).

Village at Empire Pass Master Planned Development

On July 28, 2004, the Planning Commission approved a Master Planned Development (MPD) for the Village at Empire Pass (Pod A), known as the Village Master Planned Development (VMPD) Pod A. (Exhibit D- Staff report and Action letter). The VMPD was the first step in the development process for Pod A. A separate MPD for Pod B1 was

approved in May 2002 and amended in 2008. On March 14, 2007, the Planning Commission approved a Master Planned Development for Pod B2 at Empire Pass.

The purpose of the VMPD was to establish unit mix and density for the Mountain Village, as well as addressing overall project infrastructure throughout the Annexation Area. The VMPD established building volumetric diagrams, including specific height exceptions, density, and development location (Exhibits E and F). Prior to building permit issuance for any construction, the applicant must receive site-specific Conditional Use Permit approval from the Planning Commission.

Construction to date

Six lodge buildings have been built to date within Pod A (Exhibit F), namely Shooting Star, Silver Strike, Flagstaff Lodge (was Snowberry Lodge), Arrowleaf A and Arrowleaf B, and Grand Lodge. A seventh building, One Empire Pass is currently under construction. Additionally, Larkspur East and Larkspur West Townhouses (attached homes), Paintbrush and Belles PUD style homes, and six single family homes in Banner Wood are platted within Pod A. Larkspur and Paintbrush units are complete. Four Banner Wood homes are complete. One Belles PUD style lot is vacant, 2 are under construction, and 14 are completed.

Three of the large lodge buildings (Buildings 1, 3, and 4) as well as approximately 19 additional townhouse units remain to be constructed within the Village MPD Pod A. A Conditional Use Permit (CUP) for the Tower Residential (Building 1) was approved however the approval expired. A CUP for the Tower Club (aka Talisker Club) was approved on a portion of the Building 1 lot and was constructed as a private club with private dining, exercise facilities, common swimming pool and hot tubs, ski lockers, changing rooms, restrooms exclusively for owners/members, as well as a small convenience store. An amended Tower Club CUP was approved by Planning Commission on December 14, 2016. A central shuttle/transit shelter was constructed on the adjacent Larkspur property for use by the entire Flagstaff Development.

Within Village MPD Pod B1 ten Northside single family homes have been platted and constructed. All seventeen of the Nakoma PUD style units have been platted and thirteen are complete. Finally 23 townhouse units were constructed at Ironwood.

The subsequent Conditional Use Permits (CUPs) required by the VMPD for each multi-family parcel and/or building are intended to provide final architectural review by the Park City Planning Department and Planning Commission and to demonstrate compliance with the Village MPD and Large Scale MPD (LSMPD) documented in Flagstaff Annexation and Development Agreement.

Subdivisions

The Village at Empire Pass West Side Subdivision plat was approved by Council in 2005 and recorded at Summit County on August 12, 2005. This subdivision platted Lots 12-18 of the VMPD (west side). Village at Empire Pass Phase I Subdivision plat was approved by Council on September 30, 2004 and platted the east side lots. An amended Village at Empire Pass Phase I Subdivision plat was approved on January 6, 2011 and recorded on January 4, 2012.

The subdivision plat notes require compliance with RD District zone setbacks, approval of a CUP for each building prior to issuance of a building permit, a declaration of condominium and a record of survey prior to individual sale of units, requires membership of the owner in the Empire Pass Master HOA, identifies Empire Club Drive as a private street, plats a 10 foot wide snow storage easement along the street frontages, requires water efficient landscape, and includes other utility and maintenance provisions.

Submittal

This subdivision plat application was submitted on August 30, 2016 and deemed complete on September 27, 2016. Staff requested additional time to review the Flagstaff Annexation and Empire Pass MPD approvals to understand the status of approved/platted Units and Unit Equivalents and to do an audit of all outstanding obligations required by the Development Agreement. Following a positive recommendation to City Council by the Planning Commission on February 8, 2016, the applicant requested a continuation of the March 9th Council hearing in order to revise the plat to include recently acquired property. The revised plat and associated plans were submitted on April 3, 2017.

Planning Commission review

On April 26, 2017, the Planning Commission conducted a public hearing and discussed changes proposed by the applicant. There was no public input provided and the Commission voted to continue the item to May 10, 2017 to allow staff to incorporate changes proposed by the applicant regarding 1) add plat note and condition regarding development covenant recorded on Lot 3 limiting density to maximum of 24.5 UE (which is an applicant request) and 2) providing a condition of approval and plat note regarding a skier/pedestrian easement on Lot 2 for the benefit of the One Empire Pass property located on Lot 15 of the Village at Empire Pass Westside Subdivision to provide access to the Silver Strike lift and associated ski runs consistent with the Village at Empire Pass MPD.

On May 3rd staff received public input from an adjacent property owner (see Exhibit M) requesting that the ski easement be extended to his parcel (the Marsac Mining Claim parcel) to give this parcel, which is not part of the Village at Empire Pass MPD, access to the Ski Lift and Ski Runs. The applicant was not inclined to provide the easement, due to a previous agreement. The proposed ski easement and buffer area are shown consistent with the recorded agreement (Exhibit N).

On May 24th the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council to approve the proposed subdivision. There was no public input on this item (Exhibit O).

Purpose of the RD District

The purpose of the Residential Development (RD) Zoning District is to:

(A) Allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,

- (B) Encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
- (C) Allow commercial and recreational activities that are in harmony with residential neighborhoods,
- (D) Minimize impacts of the automobile on architectural design,
- (E) Promote pedestrian connections within Developments and between adjacent Areas; and
- (F) Provide opportunities for variation in architectural design and housing types.

Proposed Subdivision Description

The applicant requests approval of a subdivision plat of seven metes and bounds described parcels (PCA-S-98-BB, PCA-S-98-DD, PCA-S-98-DD-EE, PCA-S-384, PCA-S-98 EE and adjacent remnant parcels) located to the north and east of the Village at Empire Pass Phase I Subdivision. These parcels include a total of 9.54 acres that were not included with any of the previous subdivisions of Pod A.

The subdivision consists of a 6.77 acre Lot 1, for future townhouse units, a 2.01 acre Lot 2 for VEP MPD Lodge Building 4, a 0.66 acre Lot 3 for future VEP MPD Lodge Building 3, and a 0.10 acre Lot 4 (previously labeled Parcel A) to be used in conjunction with Deer Valley Resort ski operations and similar uses only. A Conditional Use Permit (CUP) is required prior to construction of the Lodge Buildings and the townhouses.

Lots 1 and 2 have frontage on Marsac Avenue, a State Highway. Lot 3 has frontage on Village Way, a private street. Lot 2 also has frontage on Village Way. Lots 2 and 3 will access off Village Way. Lot 1 will access off Marsac Avenue in an approved UDOT and City location. Townhouses on Lot 1 will not have direct access off Marsac but will access to a private driveway off Marsac. Staff recommends a condition and plat note that the final location of access off Marsac to the future buildings be approved by UDOT and the City. Access to Lot 4 is provided by recorded access easements on Lot 2.

Utilities are available in the vicinity of these lots. Snyderville Basin Water Reclamation District (SBWRD) recommends conditions and plat notes to address their concerns (Exhibit H). Final utility plans are required to be submitted with the Conditional Use Permit based on the proposed configuration of units and buildings. Any necessary utility easements, based on final building design and approval, shall be recorded prior to building permit issuance.

All existing and required easements will be recorded on the plat, including utilities, storm drainage, access, snow storage, etc. No changes are proposed to existing streets. Staff recommends a condition of approval and plat note that the final location of access off Marsac shall be approved by UDOT and the City. A skier and pedestrian easement is provided on Lot 2 for the benefit of the adjacent One Empire Pass property located on Lot 15 of the Village at Empire Pass West Subdivision consistent with the Village at Empire Pass MPD and recorded easement agreement.

An aerial photo, existing conditions survey, and photos of the site were submitted with the application (Exhibits G, H, and I). The same requirements and conditions of the West Side Subdivision plat noted above are proposed for this subdivision.

Land Management Code (LMC) and Village MPD Analysis

The subdivision plat has been reviewed for compliance with lot and site requirements of the RD Zoning District as described below:

	RD Zoning District and/or Village at Empire Pass MPD
Lot Size	No minimum lot size. Total property is 9.54 acres. Lot 1 – 6.77 acres, Lot 2 – 2.01 acres, Lot 3 – 0.66 acres, Lot 4 – 0.10 acres. Complies.
Uses	Residential multi-family condominiums and Townhouses are allowed uses subject to Conditional Use Permit review. Density is per the Flagstaff Annexation and Development Agreement and Village and Empire Pass MPD. Applicant has recorded a development covenant on Lot 3 restricting the density to a maximum of 24.5 UE configured as no more than 21 units for Lot 3. Density for Lots 1 and 2 is subject to CUP review and remaining density per the Flagstaff Agreement, as amended. (See below for analysis of commercial uses.) Density is based on 1 UE is equivalent to 2,000 sf of residential floor area. The Flagstaff Agreement tracks both residential UEs (each 2,000 sf) as well as total number of units (see Exhibit K). Complies.
Front yard setbacks	LMC requires a minimum of 25 feet to front facing garage, 20 feet to building (LMC exceptions apply). Reviewed at time of CUP.
Rear yard setbacks	LMC requires a minimum of 15 feet (LMC exceptions apply). Reviewed at time of CUP.
Side yard setbacks	LMC requires a minimum of 12 feet (LMC exceptions apply). Reviewed at time of CUP.

Building Height and Volumetric	Per Village MPD Volumetric and Height (reviewed at time of CUP): Lot 3 (MPD Building 3) - 55% of the building to reach 82' above existing grade, and 45% of the building to reach 74' above existing grade. The volumetric diagram allows Building 3 to be four to five stories. Lot 2 (MPD Building 4)- 20% of the building to reach 80' above existing grade, 55% of the building to reach 92' above existing grade, and 25% of the building to reach 74' above existing grade. The volumetric diagram allows Building 4 to be four to six stories. Townhouses- 28' height plus 5' additional for 4:12 or greater roof pitch.
Parking	The Transit and Parking Management Plan requires a 25% reduction in parking from what would be normally required by the LMC. Parking calculations to be determined with the Conditional Use Permits.
Architectural Design	All construction is subject to Village at Empire Pass Design Review Board approval and LMC Chapter 15-5- Architectural Design Guidelines with final review conducted at the time of the CUP and Building Permits.
Residential Units (see Exhibit K) 785 UE maximum multi-family(MF) 550 dwelling units maximum (MF) (Of which 60 can be PUD). 16 single family (SF) home sites (not including 30 SF in Pod D). At least 50% of the residential units within the Mountain Village (Pods A, B1 and B2) must be in Pod A (not including SF home sites). Final approval of the buildings and UEs is subject to approval of a Conditional Use Permit.	The applicant recorded a development covenant on Lot 3 for a maximum of 24.5 UE (residential unit equivalent) configured in no more than 21 units. Assignment of maximum UE for Lots 1 and 2 will be determined during Conditional Use Permit application review for these Lots and based on what remains of the total Flagstaff Development Agreement allowed units and UE. Total <u>UE platted</u> to date = 588.742 UE (196.258 UE remain) (does not include this subdivision) Total <u>units platted</u> to date = 382 units (52 are PUD) (168 units remain) (does not include this subdivision) Total single family approved/platted = 16. Total multi-family units approved/platted in Pod A = 258 (condos, PUD style, townhouses). 67.5% of units are within Pod A (258/382). Total multi-family <u>units</u> in Pod A with this plat =279 69.2% of units will be in Pod A (279/403). Total <u>units with this plat and B2East approval</u>= 473 59% of units are within Pod A (279/473). 90.758 UE and 77 dwelling units remain for Lots 1 and 2 of this subdivision, Building 1 (Tower Residential), and VEMP 1-1, VEMP 1-2 Complies with Development Agreement as there are sufficient units and UE remaining.

MPD Resort Support Commercial 75,000 sf maximum with Agreement	No MPD Resort Support Commercial uses are requested with this subdivision plat. A total of 71,313 sf of Resort Support Commercial are already allocated with plats and CUPs within the Agreement area, leaving 3,687 sf remaining to be allocated.
Residential accessory uses	Common amenity areas can be proposed through the Conditional Use application for storage areas, locker rooms, fitness area, recreation and game rooms, lounge and lobby areas, children's room and small business center areas for exclusive use by guest and owners.

This application meets the necessary subdivision requirements of Land Management Code (LMC) Section 15-7 of the Park City Municipal Code for lot layout, utility easements, dedications, and street layout. Final utility plans will be provided with a future Conditional Use Permit application.

On site affordable housing requirements are required by the Flagstaff Development-Affordable Housing Technical Report (24.725 AUE total on-site). This plat identifies an on-site housing obligation on Lot 2 of 2.0 AUE and on Lot 3 of 1.1 AUE (per requirements of the Affordable Housing Mitigation Plan) to be incorporated into Lodge Buildings 4 (Lot 2) and 3 (Lot 3) and noted on the plat. There is still an outstanding requirement of 0.84 AUEs that will be constructed in the Tower Residences (Lodge Building 1 of the VEP MPD (Lot 9 of the Village at Empire Pass Subdivision)). The remaining on-site affordable units (4.2 AUE) are allocated to Lot 1 of the B2 East Subdivision, approved March 9, 2017. All deed restricted units are to be identified on the condominium plats prior to recordation of those plats. Staff recommends a condition of approval that all deed restricted units shall be completed with completion of market rate units. Additionally, approximately 5 Offsite AUE are owed per the Flagstaff Development Housing Mitigation Plan. The applicant is in negotiation to determine how these 5 AUE will be provided. They are not required to be located within the Annexation area, however they could be.

All requirements of the Agreement, including transportation (gondola payments and shuttles), affordable housing, environmental (soils and mine hazards), etc. shall be reviewed and verified for compliance during the Conditional Use Permit application review for development on Lots 1, 2 and 3 and completed prior to issuance of certificates of occupancy. Some of these obligations are triggered based on the number of certificates of occupancy issued. All trails are complete and there are no trail head improvements required by the Master Planned Development that are associated with this property.

A Construction Mitigation Plan shall be submitted with the Conditional Use Permit application and in advance of issuing the Building Permits.

Resort Support Commercial/meeting space

The Flagstaff Annexation and Development Agreement states a maximum of 75 UE (75,000 square feet) of Resort Support Commercial uses are allowed within the Village

at Empire Pass MPD (Pods A, B1 and B2). A total of 28,059 sf of restaurant, kitchen, bar, lounge, retail space and a total of 35,000 sf of Spa space were approved for the Montage Resort and Spa with the Pod B2 MPD. A total of 2,264 sf of kitchen, dining, and store space have been constructed at the Tower Club and an additional 1,115 sf were recently approved for the dining room addition. A total of 1,275 sf were approved with the Grand Lodge Condominium plat and a maximum of 3,600 sf were allocated to the B2 East Subdivision plat. Therefore a total of 71,313 sf of Resort Support Commercial are allocated, leaving 3,687 sf remaining to be allocated.

At this time no Resort Support Commercial, support meeting space, or residential accessory uses are requested for this plat. Determination of these uses will be reviewed at the time of review of Conditional Use Permits for Lots 1, 2 and 3.

Good Cause

Staff finds good cause for this subdivision plat as it is consistent with the Land Management Code, Flagstaff Annexation and Development Agreement, and the Village at Empire Pass Pod A Master Planned Development. The subdivision plat provides lots of record, utility and access easements, and snow storage easements for the orderly development of Lodge Buildings 3 and 4 and the Horseshoe parcel townhouses.

Department Review

This application has gone through an interdepartmental review. Issues raised at the review have been addressed with revisions to the plat and conditions of approval.

Notice

For the revised plat, the property was posted and notices were mailed to property owners within 300 feet on April 10, 2017. A legal notice was published in the Park Record, the City website, and the Utah Public Notice website, on April 12th and April 26th 2017.

Public Input

Staff received a few phone calls requesting information about the location of these parcels and future development plans. No public input was provided at the previous public hearings.

Alternatives

1. The City Council may approve the subdivision plat, as conditioned or amended, or
2. The City Council may deny the subdivision plat and direct staff to make findings for this decision, or
3. The City Council may continue the discussion to a date certain and provide staff and the applicant with direction regarding additional information needed in order to take final action.

Significant Impacts

There are no significant fiscal or environmental impacts from this application that have not been mitigated with the Flagstaff Agreement, technical reports, and Master Planned Development.

Consequences of not taking the Suggested Recommendation

No building permits can be issued.

Recommendation

Staff recommends City Council conduct a public hearing and consider an Ordinance approving the Village at Empire Pass North Subdivision pursuant to findings of fact, conclusions of law, and conditions of approval in a form approved by the City Attorney.

Exhibits

Ordinance

Exhibit A – Proposed subdivision plat (revised)

Exhibit B1 – Applicant letter regarding revised plat

Exhibit B2 – Development Agreement ([link to full document](#))

Exhibit C – [Link to Technical Reports](#)

Exhibit D – Village at Empire Pass MPD and recorded plats

Exhibit E – MPD approved building volumetric

Exhibit F – Village map

Exhibit G – Aerial photo of site

Exhibit H1 – Existing conditions survey

Exhibit H2 – Recorders Plat of area

Exhibit I – Photos of the property

Exhibit J – Sewer District (SBWRD) letter

Exhibit K – Flagstaff Development Agreement Density and Uses Chart- updated

Exhibit L – Minutes of February 8th 2017 PC

Exhibit M- Public input

Exhibit N- Recorded Ski Easement Agreement

Exhibit O- PC minutes May 24, 2017 (draft)

Ordinance 2017-30

AN ORDINANCE APPROVING THE VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, LOCATED WITHIN POD A OF THE VILLAGE AT EMPIRE PASS MASTER PLANNED DEVELOPMENT, PARK CITY, UTAH

WHEREAS, owners of the property known as PCA-S-98-BB, PCA-S-98-DD, and PCA-S-98-DD-EE, PCA-S-98 EE, PCA-S-384 and adjacent remnant parcels located to the north and east of the Village at Empire Pass Phase I Subdivision at Marsac Avenue and Village Way in Park City, Utah, have petitioned the City Council for approval of a subdivision plat; and

WHEREAS, these parcels include a total of 9.54 acres that were not included with any of the previous subdivisions of the Village at Empire Pass Pod A Master Planned Development. The subdivision consists of a 6.77 acre Lot 1 for future townhouse units, a 2.01 acre Lot 2 for Lodge Building 4, a 0.66 acre Lot 3 for future Lodge Building 3, and a 0.1 acre Lot 4 for ski area related uses; and

WHEREAS, legal notice of the public hearing was published in the Park Record and on the Utah Public Notice website on November 26th and December 28th, 2016, and on April 12th and 26th, 2017 for the revised plat, and the property was posted on November 30th, 2016 and on April 10th 2017, according to the requirements of the Land Management Code; and

WHEREAS, courtesy notice was sent to surrounding property owners on November 30, 2016 and resent on April 10, 2017 for the revised plat, according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on December 14, 2016 and January 11th and February 8th 2017, to receive input on the subdivision plat; and

WHEREAS, the Planning Commission, on February 8, 2017, forwarded a positive recommendation to the City Council; and,

WHEREAS, on March 1, 2017, the applicant requested a continuation in order to amend the plat to add property to Lots 1 and 2 that had recently been acquired; and

WHEREAS, on March 9, 2017, City Council held a public hearing on the subdivision plat and continued the item to a date uncertain; and

WHEREAS, on March 31, 2017, the applicant submitted revisions to the proposed plat adding 0.43 acres of property recently acquired to Lot 2 and 3.77 acres to Lot 1; and

WHEREAS, the Planning Commission held public hearings on April 26th and

May 24th, 2017, to receive public input on the subdivision plat; and

WHEREAS, the Planning Commission, on May 24, 2017, voted unanimously to forward a positive recommendation to the City Council; and,

WHEREAS, on June 15, 2017, City Council held a public hearing on the subdivision plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Village at Empire Pass North subdivision.

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

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The subdivision plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact

1. The property is located at Marsac Avenue and Village Way within Pod A of the Master Planned Development for the Village at Empire Pass. Addresses will be assigned prior to plat recordation.
2. The zoning is Residential Development (RD) within Flagstaff Mountain Resort Annexation and Village at Empire Pass MPD area (RD-MPD). Lot 1 is partially within the Recreation Open Space (ROS) District.
3. On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the Flagstaff Mountain area.
4. Resolution 20-99 granted the equivalent of a “large-scale” master planned development (MPD) and set forth the types and locations of land use, maximum densities, timing of development, development approval process, as well as development conditions and amenities for each parcel.
5. The Flagstaff Development Agreement was subsequently amended and recorded in March of 2007.
6. The Development Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village.
7. The Mountain Village is further constrained to a maximum density of 785 UE configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units do not exceed 60. The Mountain Village is also allowed 16 single family home sites. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A).
8. There are currently 588.742 UE (382 multi-family units) platted within the Village at Empire Pass (Pods A, B1 and B2).

9. Based on a review of all UE and units constructed and platted to date within the Flagstaff Annexation Development area, there are sufficient remaining UE and units for these three lots.
10. The applicant requests a plat note referring to a recorded covenant identifying the maximum density allowed on Lot 3 as 24.5 UE configured in no more than twenty one (21) individual units, subject to final Conditional Use Permit review. Maximum density for lots within this subdivision is subject to the remaining density of the Flagstaff Annexation Development Agreement and final Conditional Use Permit review to be determined during future Conditional Use Permit review. No density is assigned to Lot 4 as it is to be used in connection with Deer Valley Resort and similar activities.
11. The applicant is not requesting allocation of any MPD Resort Support Commercial for this subdivision at this time. There exist a total of 3,687 sf of unallocated Resort Support Commercial that can be allocated within the Village MPD to Pods A, B1, and B2. This includes the 3.600 sf allocated to the B2East Subdivision.
12. Accounting of the support commercial, residential accessory space, and support meeting space is finalized at the time of review of the Conditional Use Permits and memorialized with final condominium plat approval.
13. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (Pod A), known as the Village Master Planned Development (VMPD) Pod A.
14. The purpose of the VMPD was to establish unit mix and density for the Village Master Plan, as well as addressing overall project infrastructure throughout the Annexation Area. The VMPD established building volumetric diagrams, including specific height exceptions, density, and development location.
15. The Village at Empire Pass West Side Subdivision plat was approved by Council in 2005 and recorded at Summit County on August 12, 2005. This subdivision platted Lots 12-18 of the VMPD (west side).
16. Village at Empire Pass Phase I Subdivision plat was approved by Council on September 30, 2004 and platted the east side lots. An amended Village at Empire Pass Phase I Subdivision plat was approved on January 6, 2011 and recorded on January 4, 2012.
17. Six lodge buildings have been built to date within Pod A namely Shooting Star, Silver Strike, Flagstaff Lodge (was Snowberry Lodge), Arrowleaf A and Arrowleaf B, and Grand Lodge. A seventh building, One Empire Pass is currently under construction. Additionally, Larkspur East and Larkspur West Townhouses (attached homes), Paintbrush and Belles PUD style homes, and six single family homes in Banner Wood are platted within Pod A. Of these units, one Belles PUD unit and 2 Banner Wood single family units remain to be permitted and constructed. Additionally 4 PUD units within Nakoma in Pod B1 remain to be permitted and constructed.
18. Three of the large lodge buildings (Buildings 1, 3, and 4) as well as additional townhouse and PUD style units remain to be constructed within the Village MPD Pod A.
19. The proposed subdivision consists of property that is currently described by metes and bounds. The request is for a 6.77 acre Lot 1, for future townhouse and PUD units, a 2.01 acre Lot 2 for Lodge Building 4, a 0.66 acre Lot 3 for future Lodge

- Building 3, and a 0.10 acre Lot 4. The property consists of a total of 9.54 acres.
20. Lots 1 and 2 have frontage on Marsac Avenue, a State Highway. Lot 3 has frontage on Village Way, a private street. Lot 2 also has frontage on Village Way. Lot 4 has access to Village via a proposed access easement across Lot 2.
 21. Lots 2 and 3 will take access off Village Way. Location of access off Marsac Avenue requires review and approval by UDOT and the City Engineer, as Marsac Avenue is currently a state highway.
 22. A Conditional Use Permit (CUP) is required prior to construction of the Lodge Buildings, PUD style units, and townhouses.
 23. Utilities are available to the lots. SBWRD recommended conditions and plat notes to address their concerns.
 24. All existing and required easements will be recorded on the plat, including utilities, storm drainage, access, snow storage, etc. No changes are proposed to existing streets.
 25. Final utility plans are required to be submitted with the Conditional Use Permit based on the proposed configuration of units and buildings. Additional off-site utility easements maybe required and will have to be recorded prior to issuance of building permits.
 26. There is no minimum or maximum lot size or lot width in the RD District.
 27. All applicable requirements of Land Management Code apply, unless otherwise allowed per the Flagstaff Development Agreement and the Village at Empire Pass MPD.
 28. A height exception and building volumetric were approved with the Village at Empire Pass Pod A Master Planned Development for the Lodge Buildings (Lots 2 and 3).
 29. The final Mylar plat is required to be approved and signed by the Snyderville Basin Water Reclamation District prior to recordation to ensure that requirements of the District are addressed.
 30. Snow storage area is required along public streets and rights-of-way due to the possibility of large amounts of snowfall in this location.
 31. On site affordable housing requirements are required by the Flagstaff Development-Affordable Housing Technical Report. This plat identifies an on-site housing obligation of 2.0 AUE for Lot 2 and 1.1 AUE for Lot 3 (per requirements of the Affordable Housing Mitigation Plan) to be incorporated into MPD Lodge Building 3 (on Lot 3) and Building 4 (on Lot 2) and noted on the plat. Also 0.84 AUE are an outstanding requirement of the Tower Residences to be constructed in MPD Lodge Building 1 (on Lot 9 of the Village at Empire Pass Subdivision). No AUE are planned or identified for Lot 1 of this Village at Empire Pass North Subdivision.
 32. Requirements of the Flagstaff Agreement will be reviewed and verified for compliance during the Conditional Use Permit applications reviewed for development on Lots 1, 2 and 3. This transportation, affordable housing, environmental, transfer fees, construction mitigation, and others as may apply. Some of these obligations are triggered by the number of certificates of occupancy issued.
 33. The property consists of more than 1.0 acres and shall is subject to requirements of the MS4 Storm Water Permit program.

34. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law

1. There is good cause for this subdivision plat.
2. The subdivision plat is consistent with the Park City Land Management Code and applicable State law regarding subdivisions, the Park City General Plan, and the Village at Empire Pass Master Planned Development.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. Approval of the subdivision, 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 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 Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void unless a written request for an extension is submitted to the City prior to the expiration date and the City Council grants an extension.
3. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain (recorded at Summit County on March 2, 2007), and associated Technical Reports and Agreements, continue to apply.
4. The plat will note that conditions of approval of the Village at Empire Pass Master Planned Development (Pod A) shall continue to apply.
5. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
6. Non-exclusive public utility easements (PUE) shall be indicated on the plat prior to recordation as approved by the City Engineer and SBWRD, including drainage easements.
7. A financial security to guarantee for the installation of any required public improvements is required prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer.
8. A ten foot (10') wide snow storage easement is required along the private street frontages of the lots and a ten (10') wide public snow storage easement is required along public street frontages.
9. Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit. A note stating this shall be on the plat.
10. Prior to building permit issuance, documentation from UDOT showing approval of access to Lot 1 off Marsac Avenue is required. If documentation does not exist, a new application shall be submitted to UDOT for approval of the curb cut location. This approval shall be submitted to the City Engineer.

11. Any proposed curb cuts for access directly to Marsac Avenue, a state highway, must be approved by the City Engineer and UDOT.
12. A Conditional Use Permit approval is required prior to issuance of building permits on Lots 1, 2 and 3.
13. A final grading and utility plan, including storm water and drainage plans, shall be submitted with the Conditional Use Permits for development on Lots 1, 2 and 3, for approval by the City Engineer and SBWRD. No building permits shall be issued until all necessary utility easements are recorded.
14. A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.
15. All requirements of the affordable housing mitigation plan shall be addressed with the Conditional Use Permit and condominium plat. A note shall be included on the plat indicated that the development of Lot 2 has an on-site affordable housing requirement of 2.0 AUE and Lot 3 has an on-site affordable housing obligation of 1.1 AUE. All AUEs shall be consistent with all requirements of the Flagstaff Affordable Housing Mitigation Plan. Lot 1 has no on-site obligation.
16. All deed restricted units shall be identified on the final condominium plats prior to recordation of such plats. Phasing and certificates of occupancy for the affordable housing units shall be commensurate with the certificates of occupancy for the market rate units. Affordable units need to have prorated and reduced HOA fees or possibility of rentals.
17. Wastewater service to Village at Empire Pass North Subdivision shall be provided by the Snyderville Basin Water Reclamation District. A Line Extension Agreement with the District may be required for Lot 1. If a line extension is necessary, it shall be the responsibility of the Owner to extend the public wastewater system within Lot 1 according to the requirements of the Line Extension Agreement.
18. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
19. This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.
20. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.
21. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lots 1, 2, and 3, unless otherwise conditioned herein. This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement, some of which are triggered by the number of certificates of occupancy issued.
22. A Construction Mitigation Plan shall be submitted with Conditional Use Permit applications and in advance of issuing building permits.
23. The ROS zoning line shall be indicated on plans submitted with the Conditional Use

Permit application and all construction of units shall be restricted to the RD zoned portion. Construction disturbances within ROS portions of the Flagstaff Annexation area are subject to the Development Agreement and associated technical reports (e.g. for trails, ski runs and lifts, utilities, access roads, etc.). Construction on Lot 1 shall conform to all applicable Land Management Code requirements in effect at the time of submittal of application.

24. Each parcel developed within this common development shall meet the requirements of the MS4 Storm Water Permit program.
25. A skier and pedestrian access easement shall be provided on Lot 2 for the benefit of the One Empire Pass property (Lot 15 of the Village at Empire Pass West Side Subdivision plat) consistent with the Village at Empire Pass MPD and recorded ski access agreements.
26. At the request of the applicant, a plat note referencing a recorded development covenant, identifying a maximum allowable density on Lot 3, shall be provided on the plat prior to recordation.

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

PASSED AND ADOPTED this _____ day of June, 2017.

PARK CITY MUNICIPAL CORPORATION

Jack Thomas, Mayor

ATTEST:

Michelle Kellogg, City Recorder

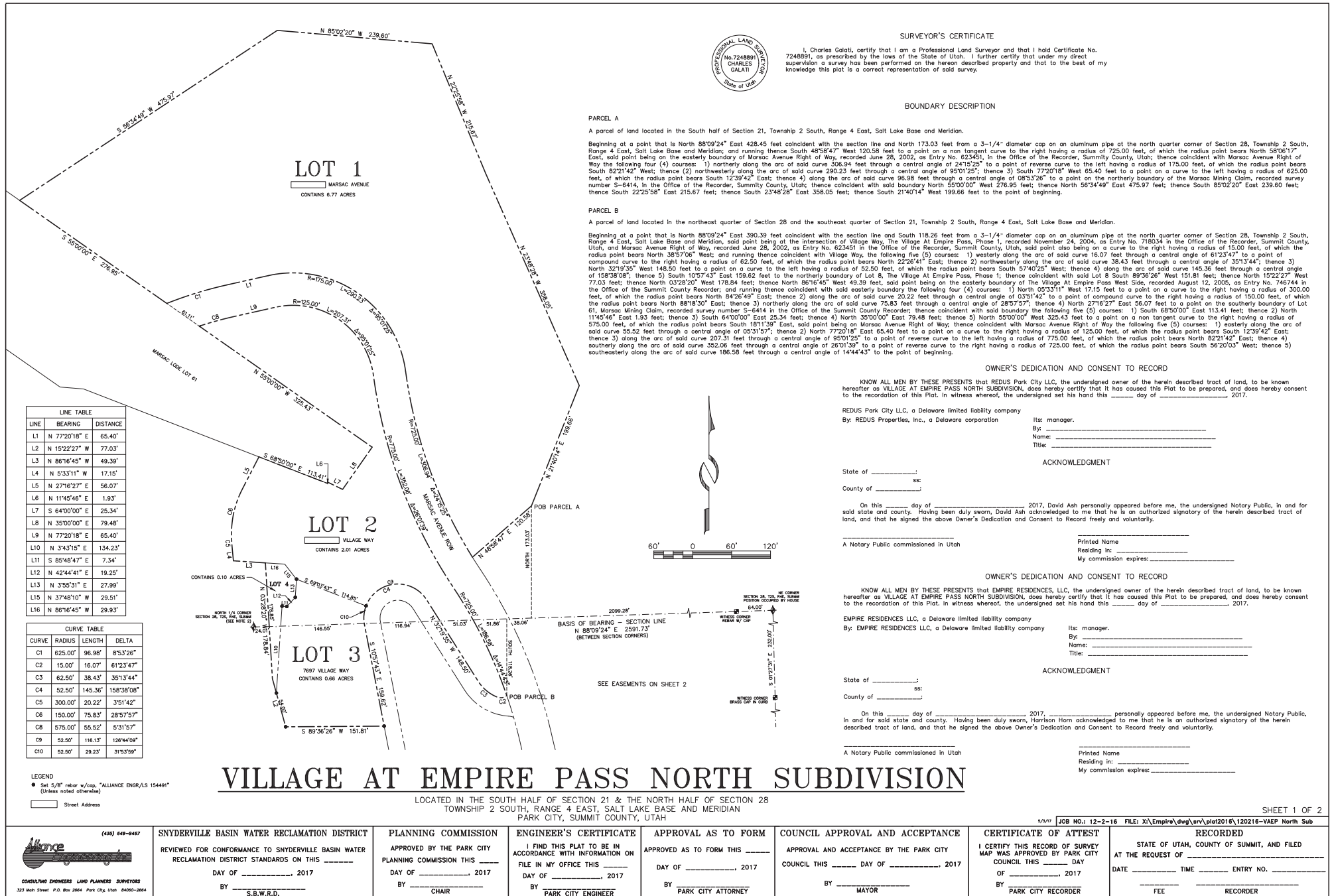
APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Exhibit A – Proposed subdivision plat

EXHIBIT A



TES:

This plot is subject to the Conditions of Approval in Ordinance 2017-_____.
The position of the north $\frac{1}{4}$ corner of Section 28, Township 2 South Range 4 East SLBM, as shown on this survey, is from the dependent re-survey of Section 28, 29, 31, 22 & 33 performed by Robinson, Blehn & Blehn Inc. in 2000 (Rec.# S-3819, Summit County Recorder's Office).

Conditional use permit approval will be required prior to construction on each of the development lots shown hereon.
A declaration of condominium and a record condominium map will be required for the purpose of the sale of individual units within the development lots shown hereon.

The lots described on this plot are subject to the Restated Development Agreement for Flagstaff Mountain, Bonanza Flat, Richardson Flat, the 20-Acre Quinn's Junction Parcel and Iron Mountain dated as of May 2, 2007, and recorded on March 2, 2007, as Entry No. 00806100 in Book 1850, Page 1897 (the "Development Agreement"). By separate Declaration of Payment and Development Covenants, recorded October 4, 2016, as Entry No. 01055133 in the official records of the Summit County Recorder, as amended, Lot 3 has been allocated the right to develop 24.5 Unit Equivalents within no more than 21 dwelling units and the obligation to locate 1.1 Affordable Unit Equivalents thereon, as each of those capitalized terms is defined in the Development Agreement. Lot 2 has been allocated the obligation to locate 2.0 Affordable Unit Equivalents thereon and Lot 1 has no on-site affordable housing obligations. The allocation of Unit Equivalents to Lot 2 and Lot 1 may be done at a future date by a separate recorded document. No Unit Equivalents will be allocated to Lot 4, which is to be used in connection with resort and similar activities. No lot within this plot has been allocated any commercial Unit Equivalents.

The Empire Pass Master Owners Association, Inc. (the "Master Association") together with the Master Declaration of Covenants, Conditions, and Restrictions of Empire Pass, as amended ("Master Declaration"), requires the membership of each lot or unit owner. Members are subject to the terms of its articles of incorporation, bylaws, rules and regulations and other governing documents that may be established from time to time by the Master Association, including assessments and reinvestment fees as provided therein.

Owners and potential buyers of any unit or land within the lots depicted on this plot are given notice that they own or are buying property in a resort area in which all-season resort activities are conducted and where certain risks are present, including, without limitation, damage to property and improvements and personal injury and death caused by errant skiers, mountain bikers and other resort patrons, equipment, machine-made snow, heavy equipment, construction or improvements of facilities, objects or equipment falling from lifts, water runoff, drainage, heavy snow, falls, wind patterns, and other conditions that may affect the properties depicted hereon. The adjacent ski resort and its facilities are not amenities of any master association but are owned by a private resort and access to such lands and facilities is governed by such covenants or agreements with such owner.

The owner of Lot 3 hereby grants a non-exclusive resort and access easement over the approximately west twenty feet (20') of Lot 3, as depicted on this plot as the "Cable UDOT Setback" for the benefit of Lot 4 to allow ski lift maintenance access and the right to conduct resort activities, including to locate movable safety fences.

This plot also depicts the following easements, each of which may be amended, relocated or revised, without amendment hereto, in accordance with each such easement's terms:

- a. Agreement and Covenant of Cooperation (Ski Access/Storm Drainage), Entry No. 665956, Summit County Recorder's Office which affects Lot 2 and Lot 3 of this plot.
- b. Right-Of-Way and Easement Grant (Gas Utility), Entry No. 755686, Summit County Recorder's Office, potentially affects Lot 2 and Lot 3.
- c. Grant of Access Easement (Sewer Utility), Entry No. 850350, Summit County Recorder's Office, affects Lot 2.
- d. Grant of Easement (Sewer Utility), Entry No. 716688, Summit County Recorder's Office, affects Lot 2.
- e. Grant of Easement (Storm Drain Facilities), Entry No. 716459, Summit County Recorder's Office, affects Lot 3.
- f. Reciprocal Easement Agreement (Resort and Access) to be recorded in advance of or contemporaneously with this plot in the Summit County Recorder's Office, affects Lot 2, Lot 3 and Lot 4, and describes the use of Easement Area A, Easement Area B, Easement Area C and Easement Area D.

Public safety access and public utility easements are hereby dedicated for all public and private roadways and emergency access roads.

The property is located within a water source protection zone. All sewer construction must comply with the State of Utah drinking water regulations.

A ten foot (10') wide snow storage easement is hereby dedicated to the Master Association along the frontage of all lots.

Wastewater service to the Village at Empire Pass North Subdivision shall be provided by the Snyderville Basin Water Reclamation District. A Line Extension Agreement with the District may be required for Lots 1 & 2. It shall be the responsibility of the Owner of each lot to extend the public wastewater system within the lot being developed according to the requirements of the Line Extension Agreement.

Village Way is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass at Deer Valley in accordance with the Master Declaration. Village Way is not a public road or right-of-way.

A UDOT Conditional Access Permit or city permit, depending upon the ownership of Marsoc Avenue, will be required prior to construction on Lot 1 and for vehicle access to Lot 2 directly from Marsoc Avenue.

Fire sprinklers will be required within all dwellings constructed on the lots.

Ski Easement Note: 5' Ski and Pedestrian Easement in favor of Lot 4 for resort operations and trail maintenance and for purpose of providing property owners, invitees and guests of One Empire Pass Condominium with ski and pedestrian access to and from adjoining skiways.

Ski Buffer Note: 10' Skiway Buffer Zone in favor of Lot 4 providing that without prior written consent of owner of Lot 4:

- a. no above-ground building or landscaping obstructions may be constructed in the Skiway Buffer Zone.
- b. no trees or other above-ground landscaping obstructions may be maintained in the Skiway Buffer Zone.

The owner of Lot 2 hereby grants a non-exclusive resort and access easement over the western edge of the property as depicted on this plot as the "5' Wide Ski Easement". This easement is for the benefit of Lot 4 for resort operations and trail maintenance and for the benefit of VEPWS Lot 15 property owners, invitees and guests for purposes of ski and pedestrian access.

The owner of Lot 2 hereby grants a non-exclusive easement near the western edge of the property as depicted on this plot as the "10' Skiway Buffer Zone". This easement is for the benefit of Lot 4 providing that without prior written consent of owner of Lot 4 no above-ground building, trees or other landscaping obstructions may be constructed or maintained in the Skiway Buffer Zone.

At the time of plot recording, Lot 1 includes lands within the Empire Village MPD in the RD Zone and additional lands within the ROS Zone on Lot 1 shall conform to future land uses on Lot 1 shall conform to requirements of applicable zoning regulations for the different portions on the property.

(435) 649-9467



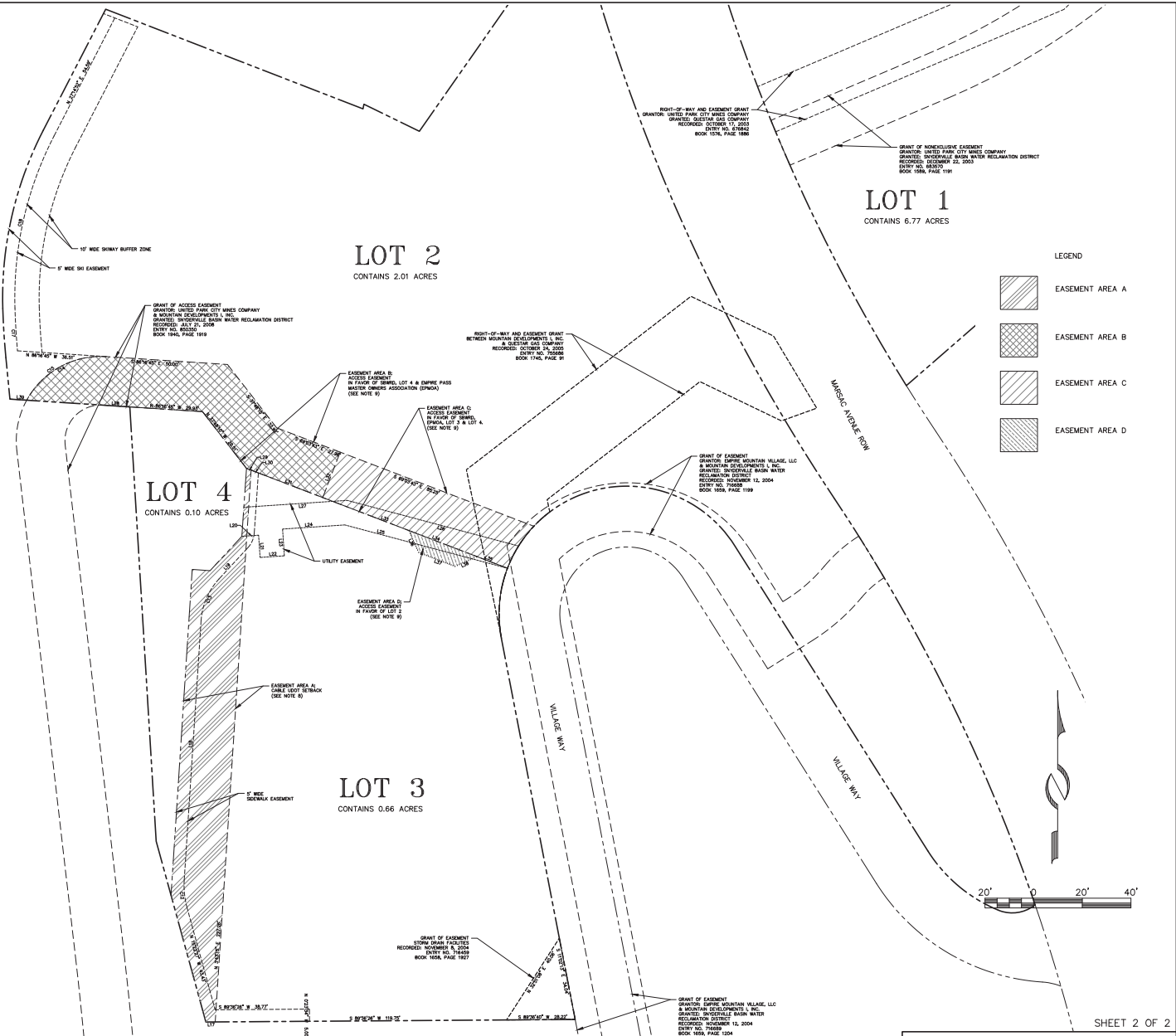
TALING ENGINEERS LAND PLANNERS SURVEYORS
11 Street P.O. Box 2864 Park City, Utah 84060-2864

VILLAGE AT EMPIRE PASS NORTH SUBDIVISION

LOCATED IN THE SOUTH HALF OF SECTION 21 & THE NORTH HALF OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

v:\mp JOB NO.: 12-2-16 FILE: X:\Empire\dwg\arr\plot2016\120216-VAEP North Sub

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



The Village at Empire Pass North Subdivision
Amended Application
April 3, 2017

On February 8th, 2017, Park City Planning Commission recommended approval of the Village at Empire Pass North ("VEPN") Subdivision as submitted on August 30th, 2016. Subsequent to Planning Commission review, the applicant foreclosed on three parcels immediately adjacent the pending subdivision. At the applicant's request the subdivision application has not yet been brought before City Council for approval.

The applicant requests approval of the amended VEPN Subdivision application incorporating the three additional adjacent parcels into Lots 1 and 2.

The amended Subdivision application now includes additional easements between and Lots 2 and 3 and Lot 4 (previously Parcel A). It also includes a very minor amendment to the density restrictions on Lot 3.

The Village at Empire Pass is part of the Flagstaff Annexation Area with development governed by the Amended Flagstaff Development Agreement. The Small Scale MPD for the Village at Empire Pass was approved on July 28th, 2004 with approved volumetrics established for condominium buildings at that time. The Village at Empire Pass Phase One (East Side) was platted in November 2004, followed by the Village at Empire Pass West Side platted in August 2005.

As the holder of the balance of entitled development land in the Village at Empire Pass, REDUS Park City LLC (REDUS) desires to record the VEPN Subdivision to create lots of record for the three remaining development sites. The proposed parcelization is consistent with that shown at the time of MPD approval. The VEPN Subdivision also includes a Lot 4 (that was previously Parcel A) situated beneath the Silver Strike Chair with plat notes restricting use to resort and similar activities. Lot 4 is assigned no residential density. Development on each of the three lots will require a Conditional Use Permit.

In the amended application, Lot 2 now includes a 0.13 acre strip of land between PCA-S-98-DD and One Empire Lodge. Lot 2 now also includes a 0.3 acre triangle of land between Marsac Avenue and the southern portion of the Marsac Claim (PCA-S-384). In the amended application, Lot 1 now includes an additional 3.77 acres of land north and east of Parcel PCA-S-98-BB. Total increase in lot area from previous subdivision is 4.2 acres.

With the amended application, permitted development density on Lot 3 is increased from 23.5 UEs to 24.5 UEs, while the permitted number of dwelling units is reduced from 23 to 21. No densities are assigned to Lots 1 or 2 at this time.

EXHIBIT B-2

see link in Exhibit list

EXHIBIT C

Technical Reports

See Link in Exhibit list.

Planning Commission Staff Report

Author: Brooks T. Robinson
Subject: Village at Empire Pass,
 Master Planned Development
Date: July 14, 2004
Type of Item: Administrative



**PLANNING
DEPARTMENT**

Summary Recommendations:

Staff is seeking any further discussion and direction on the revised Village Master Plan

A. Topic

Applicant	United Park City Mines / Talisker Corp.
Location	Village at Empire Pass (formerly known as Flagstaff Mountain Resort)
Zoning	Residential Development (RD) as part of the Flagstaff Master Planned Development (MPD)
Adjacent Land Uses	Deer Valley Resort ski terrain, State Route 224

B. Background

On June 24, 1999, Council adopted Ordinance 20-99 approving the annexation and development agreement for the 1,655 acre Flagstaff Mountain area. Ordinance 99-30 granted the equivalent of a "large-scale" master planned development (MPD) and set forth the types and locations of land use; maximum densities; timing of development; development approval process; as well as development conditions and amenities for each parcel.

The Development Agreement specifies that only 147 acres of the 1,655 acre annexation may be developed. The remainder of the annexation area is to be retained as passive and recreational open space.

Prior to construction, the applicant must receive site-specific MPD and final plat approval from the City. The Planning Commission takes action on MPD applications and forwards a recommendation to Council on subdivision plats.

Ordinance 99-30 also required that the applicant submit 14 specific technical reports for review and approval by the City. The 14 studies, along with the Land Management Code and the Development Agreement (20-99) form the standards under which the subject MPD and preliminary/final plat will be reviewed.

During the Olympic break a subcommittee consisting of the applicant's design team, staff, and Commissioners Chris Larson, Bruce Erickson, and Michael O'Hara focused

on a review of the preliminary road layout for the mountain village (Pods A, B-1, and B-2) and a building height analysis for the project build-out using the base RD-zone 33 foot height limit. These items were reviewed at a work session and a public hearing on March 27, 2002. No public comment was received. The Commission concluded that:

1. The base RD-zone height analysis demonstrates that the maximum project densities set forth in Ord. 99-30 could potentially be constructed within the approved development pods without the necessity of a height increase above the 33-foot RD zone height limit; and
2. Building height increases for specific multi-family/resort-related buildings may be considered based on site-specific reviews and compliance with the standards set forth in the Master Planned Development section of the Land Management Code (LMC).

C. Proposal

The applicant seeks Master Planned Development (MPD) approval for the Mountain Village (Pods A, B-1, and B-2), now called the Village at Empire Pass. Pod B-1 was previously approved in May 2002. B-2 is not far enough along in the planning process to have a clear idea of that part of the development. However, residual units and unit equivalents remain for a future B-2 MPD.

The Development Agreement constrains the mixed-use development in the Mountain Village area (Pods A, B-1, and B-2) to:

- The Mountain Village is to be contained within 84 acres.
- No more than 705 Unit Equivalents (2,000 square feet each) in no more than 470 residential units (including not more than 60 PUD-style units) and no more than 16 single-family home sites.
- 65% of the residential units (306) must be within Pod A.
- No more than 75,000 square feet of resort support commercial.
- A maximum 35,000 square foot day skier lodge in Pod B-2 with no public road access, no day skier parking, and limited parking to meet service and administrative requirements.

On May 22, 2002, the Planning Commission approved an MPD and final plats for portions of the Mountain Village including:

Lot	Unit Equivalents	Acres
Ten single family homes	Does not count towards 705 total	6.40 acres in Pod B-1
A: Empire Day Lodge	None currently. Commercial activities outside of Day Skier use may require use of Commercial UEs.	1.33 acres in Pod B-2
B: 18 PUD-style homes	27 UEs	16.99 acres in Pod B-1

C: 25 (building 24) Ironwood Townhomes	37.5 UEs	3.63 acres in Pod B-1
D: 22 Unit Stacked Flat "Building H"	34 UEs plus 1UE Support Commercial	1.34 acres in Pod A
Larkspur Townhomes (currently approved is a tri- plex and a duplex)	7.1 UEs or 14,052 sf	Pod A
Paintbrush PUD-style SFD (7 units currently approved)	18.1 UEs or 36,139 sf	Pod A
TOTAL: 77 units (10 SFD homes do not count towards total)	123.7	28.35 acres outside of Pod A

D. Analysis

Master Planned Development Review

Staff has performed a preliminary review of the proposed Master Planned Development per the Land Management Code Section 15-6-5: Master Planned Developments–MPD Requirements.

Length of Approval

Per the LMC, approval of the proposed MPD will be memorialized through a separate development agreement. Construction of the approved MPD will be required to commence within two (2) years of the Development Agreement execution date. After construction commences, the MPD remains valid as long as it is consistent with the approved development agreement and any phasing plan.

MPD Modifications

Substantive changes to the MPD require a subsequent Planning Commission review and approval of the MPD and Development Agreement.

Site Specific Approvals

Conditional use permit approval including a specific density (square foot) allocation will be required prior to the construction of the PUD-style single-family units and the multi-family units. No conditional use permit is required for the proposed 6 single-family lots. Approval and recordation of the subdivision plat, as well as City Engineer approval of all public improvements is necessary prior to construction of the proposed subdivision.

Density

With the current approvals noted above, Pod A and the development parcel of Pod B-2 outside of the Empire Day Lodge is limited to 55.65 acres, 393 residential units and 563.3 Unit Equivalents (assuming Lot B of the Northside Subdivision, Pod B-1, is adjusted)*. Pod A has 34 units (9 PUDs, 3 townhomes, and 22 condo-lodge units in Building H), already approved of the 306 residential units that are required to be in Pod A. Proposed for Pod A is 321.5 Units, which includes the 34 units, leaving up to 105.5

units available for Pod B-2. In addition, the remaining 6 single-family lots of the 16 allowed in the Village are proposed in Pod A.

**The 18 units in Lot B were sold under the developer's assumption that the UE s capped at 1.5 no matter what size the building. Staff asserts that some of these units can be a maximum of 5,000 square feet, but not necessarily all of them. What was sold was 90,000 square feet of floor area in 18 units. With the Commission's finding that the Unit Equivalents are counted as one UE per each 2,000 square feet, the 27 UEs approved on lot B may be adjusted to 45 as part of a future amendment to the B-1 MPD. The Density Summary does reflect this adjustment, but the Commission is not making that specific determination at this time. The 28 UEs are not assigned to Pod A or B-2.*

Marsac Claim/Mayflower

The Planning Commission received a letter dated June 18, 2004 from E. Craig Smay regarding the holdings of Mayflower and its dispute with United Park. The Commission received a copy of this letter at its meeting of June 23, 2004. Staff generally disagrees with the representations contained in the letter, but for the most part, it is irrelevant. No density is "made available to Mayflower" as a result of this application because Mayflower had no rights under the MPD and DA. The Applicant, however, is entitled to move forward with an application in conformance with the terms of the DA and large scale MPD density that was granted to it. Mayflower, by virtue of a quiet title action after the annexation approval, is only subject to the zoning that was put in place as a result of the annexation. Any development rights for Mayflower property must be determined by separate MPD application. If Mayflower believes its holdings and contracts with United Park give it rights to other units transferred from other property, Mayflower must establish those in court (an action is pending). The City has no ability to quiet title or otherwise determine the legal relationship between Mayflower and United Park. The overall density agreed to by the City as a result of approving the DA was a part of a complex negotiation that included millions of the dollars of obligations, express contributions and dedications, as well as numerous mitigating conditions of approval. An acreage calculation per density as proposed in Mr. Smay's letter would be impossible and simply unfair because such a calculation does not include all the burdens and obligations similarly imposed by the DA. The City feared exactly that and expressly left the necessity of dealing with the other property owners to United Park. If the other owners did not agree to the DA or subsequently negotiated a "late comer's agreement", then such owners may only apply for a separate MPD in accordance to the base zoning as a result of the annexation. So while density is not being assigned to Mayflower, it is true that an application for more than the 2.2 u.e. un-used units would require a rezone application in addition to the MPD. (Like Pod D where the DA expressly addresses this situation and fortunately set a maximum).

The validity of the state road dedication/approval is an issue the City will defer to the state. At the present time, the City has no information from the state undoing its acceptance of dedication. Accordingly, staff recommends proceeding with the application.

Pod B-1

The density table allocates 90,000 square feet or 45 Unit Equivalents to Lot C. The previous MPD approval for these 18 PUD-style homes allocated 27 UEs to this lot, with each unit being up to 5,000 square feet. The footprints and sections that were reviewed by the Planning Commission were concepts of 5,000 square foot units. An amendment to the MPD will be required to adjust this number, however the density table recognizes that up to 90,000 square feet may be assigned to Lot C.

Pod B-2

The developer is unsure what this last development piece may look like. Several alternatives were presented in the Planning Commission binder. An MPD will be required when a UPK has a better idea of how this pod will develop.

Setbacks

The LMC requires a minimum 25-foot setback around the exterior boundary of a master planned development. The proposed Village MPD complies with this standard. Within the Village, the Planning Commission may reduce the RD zone setbacks. Exhibit 10 (Setback Exhibit) shows potential areas for setback reductions based on the conceptual site plans. Specific setbacks will be considered during the Conditional Use Permit process.

Open Space

The Development Agreement limits the overall development to 147 acres out of the 1,655-acre project area. The 88% open space provision exceeds the normal 60% open space requirement set forth in the LMC. Within each of the pods, Conservation Easements will be placed on several lots to restrict development on platted lots. Staff finds that this restriction is consistent with the development acreage restriction and will not count the Conservation Easement areas as part of the development acreage.

Off-Street Parking

The Parking and Transit Management Plans (adopted by the Planning Commission on October 24, 2001) establish specific parking requirements for the project area that include a 25% parking reduction from the normal LMC requirements for multi-family and commercial units. Parking for all single-family and PUD-style single-family units will meet or exceed the two-space/unit requirement. Specific parking requirements for the multi-family units and any commercial area will be subject to more specific analysis during the subsequent conditional use permit review process.

Building Height

The single-family (both PUD and non-PUD) and townhouse units will be constructed pursuant to the 33' RD-zone height limitation. Height exceptions are being requested for the nine stacked-flat condo-lodges including the Empire (Alpine) Club. The

applicant's request and discussion of the four required findings for additional height are discussed in the Volumetrics Analysis section of the application binder.

The LMC grants the Planning Commission the authority to allow additional building height based upon site-specific analysis provided the Commission can make the following four findings. The findings are listed below. Staff comments are in *italics*.

1. The increase in building height does not result in an increase in square footage or building volume over what could be allowed under the zone-required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation.

***Complies.** In January 2002, a Planning Commission subcommittee and staff met with the applicant over the course of several meetings to review a base zone height analysis of the Flagstaff Mountain Resort (now Empire Pass) project. The analysis was conducted to determine whether or not the density authorized in Development Agreement and Large-Scale MPD could be designed to meet the RD District 33-foot building height limits. Based on this analysis, it was determined that the Mountain Village area (Pods A, B-1, and B-2) could be designed utilizing 2-3 story, relatively-flat roof structures (4:12 roofs) and meet all necessary LMC height, setback, and facade shift requirements without the necessity of height exceptions. The result of such a design approach to the Mountain Village would be significantly greater site disturbance and loss of significant areas of vegetation. At the March 27, 2002 meeting, the Planning Commission reviewed the analysis and concluded that additional building height could be considered for multi-unit dwellings provided that proposal was consistent with the LMC.*

Consistent with the base zone height analysis previously reviewed by Staff and the Planning Commission, the proposed buildings 1-9 volumetrics result in a unit count and overall square footage consistent with the density assigned to the Mountain Village area pursuant to the Development Agreement and Large-Scale MPD approval. Therefore, there is no increase in density or square footage as a result of the height increase. The additional height is also offset by increased setbacks which offers opportunities for greater landscape buffers to be established. The proposed roof design, including pitched roofs that step with grade, are consistent with LMC Architectural Design Guidelines, suggestive of pitched/sloping roofs found on historic mine structures originally located in the area, provide increased vertical breaks in the building mass, and increased architectural interest beyond that provided by a relatively flat roof building.

2. Buildings have been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation, have been mitigated to the extent possible as defined by the Planning Commission.

Complies. No structures currently exist on the neighboring properties. Townhouses and Single Family/PUD-style units are proposed to the south, east and west of the nine building core. The conceptual site plan is designed to orient the multi-family units to the central ski run and to mountain views to the west and east.

3. There is adequate landscaping and buffering from adjacent properties and uses. Increased setbacks and separations from adjacent projects are being proposed.

Complies. The proposed building exceeds the RD District setback requirements. The setback requirements of the RD District are 20 feet for front yards, 15 feet for rear yards, and 12 feet for side yards. The proposed setbacks are 25-55 feet for the front yard setback, 15-25 feet for the rear setback, and 15-30 feet for the side yard setback. Staff finds that sufficient building separation between each structure is provided. A specific landscaping/buffer plan will be required as part of the conditional use permit review for each of the nine buildings.

4. The additional building height has resulted in more than minimum open space required and has resulted in the open space being more usable.

Complies. The Mountain Village design clusters the majority of the Empire Pass density into Pods A, B-1, and B-2 in exchange for larger areas of project open space. The LMC requirement for MPD open space is 60%. Approximately 88% open space is provided pursuant to the Development Agreement. The bulk of the project open space is utilized for passive recreation areas, trails, ski terrain and improvements, wildlife areas, and sensitive terrain preservation.

In addition to the criteria outlined above, the Planning Commission subcommittee identified several vantage points during the Olympic break that are to be used during MPD and subsequent PUD reviews. The vantage points include views from King Road, two points from Stein Eriksen Lodge, the Marsac Building, Guardsman Road/Guardsman Road Connection intersection, the Daly West head frame, and American Flag Subdivision. A visual analysis of the Village from these vantage points has been included with this report as an attachment. As demonstrated by the visual analysis, the nine buildings are partially visible from the subcommittee's vantage points, but are mitigated by the current and potential tree canopy and the backdrop of the mountains behind. The buildings do not break any significant ridgelines.

Site Planning

The nine site planning criteria outlined in the LMC are intended to promote overall design that incorporates the development into the site's natural characteristics. Generally, the location of the proposed development parcels is consistent with the development pods approved as part of Development Agreement and Large-Scale MPD which clustered the development onto less-steep terrain and in the least visually

sensitive areas. The open space areas designated in the Development Agreement are respected with this plan.

Roads

The roadway system has been reviewed by staff and is much preferable to the previous configuration. Three roads plus a frontage road on the north end townhouses serve Pod A. The previous configuration had dead-end cul de sacs serving the interior larger buildings. The present configuration allows for greater tree buffer along Marsac Avenue and reduced grading. However, a cul de sac in excess of 650 feet is created in the southwest quadrant. This is in conflict with the general policy and subdivision code of the City to limit the length of dead-end roads. The Chief Fire Marshall is comfortable with the plan as it relates to fire access and safety as the end of the cul de sac continues as an emergency access point as part of the Emergency Response Plan. The Commission reviewed this issue at the work session of April 14, 2004 and was accepting of the Fire Marshall's recommendation. Approval of the proposed cul de sac will require a specific finding of the Planning Commission.

Trails

Existing and new trails are accommodated with the proposed plan. All "back-country" work is to be coordinated with the Mountain Trails Foundation. The proposed trail work is consistent with the Trails Master Plan adopted by the Planning Commission on October 24, 2001.

Overall pedestrian circulation is outlined in the applicant's packet. The internal pedestrian paths are intended to keep users off the roads as much as possible and to link the Empire Club with the outlying areas. There may be instances, particularly at the north and south ends, where sidewalks along the streets would be required in order to meet the subdivision regulations. The Planning Commission discussed this issue on April 14, 2004 and agreed to waive this requirement. Snow storage, landscaping, recycling, delivery access, and ADA access for multi-family units will also be analyzed during the subsequent conditional use permit process.

Landscape and Streetscape

Landscaping, streetscape, and lighting will be reviewed for the multi-family and PUD-style single-family lots during the subsequent conditional use permit process. The applicant will need to clarify the amount and type of street lighting proposed along the residential streets. The lighting must comply with the City Engineer's specifications, the Municipal Lighting Code, and the Design Guidelines adopted by the Planning Commission on October 24, 2001. All street lights will be privately maintained.

Sensitive Lands Compliance

The Sensitive Lands (overlay) Zone did not specifically apply to the Empire Pass Large-Scale MPD and annexation; however, the locations of the development pods are based on Sensitive Lands principles.

Employee/Affordable Housing

Pursuant to the Flagstaff Mountain Resort Employee/Affordable Housing Plan, 15 employee/affordable housing units are required to be constructed or in-lieu fees paid with the Certificate of Occupancy of 150 Unit Equivalents. Review of the employee housing units and specific conditions of approval will take place during the conditional use permit review process.

E. Recommendation: The Planning Department recommends the Planning Commission open the public hearing and take public comment. Staff recommends that the hearing be held open. Staff is prepared to present Findings of Fact, Conclusions of Law and Conditions of Approval at the meeting of July 28, 2002, as directed by the Planning Commission.

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Findings of Fact - Marsac Avenue & Chambers Street Right-of-Way

1. The property is located between platted Marsac Avenue at the Sandridge parking lots and the Guardsman Connection to Silver Lake.
2. The zoning along the road is HR-1 and ROS.
3. The City Council adopted Ordinance 99-20 on June 24, 1999, approving the annexation and development agreement for the 1,655-acre Flagstaff Mountain area.
4. The Flagstaff Annexation Development Agreement Section 2.10.2 stipulates certain road and intersection improvements, including widening the road, drainage improvements, a passing lane, and runaway truck ramp.

Conclusions of Law

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

Conditions of Approval

1. The City 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 Subdivision Plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval and the plat will be void.

6. Empire Pass Master Planned Development

Planner Brooks Robinson commented on Pod A at Empire Pass and noted that the Planning Commission has discussed many details of his master planned development over several months. The public hearing was re-opened on July 14 and continued to this evening. The Staff has prepared findings of fact, conclusions of law, and conditions of approval for the master plan for Pod A. Pod B1 was previously approved. The Staff finds that this application complies with the Land Management Code and the Development Agreement, which are the controlling documents. There will be additional units and density left over from this approval, and Pod B2 will come in at a later date with its own master plan once the applicants are further along in planning development for that area. The applicant had prepared a number of exhibits and updates for the Commissioners' binders which will comprise this approval. These includes the project description and minor grammatical

error and language revisions. Planner Robinson outlined other updates distributed this evening. The Staff recommended that the Planning Commission re-open the public hearing, consider public input, and provide direction to the Staff and applicant.

Chair Barth referred to Pages 115-123 of the staff report, Summary of Compliance with the Technical Reports, and noted that he did not see in the draft findings any reference to incorporate those pages into a motion. Planner Robinson recalled that on July 14 Commissioner Erickson requested compliance with technical reports, and the decision was made to provide them as a separate document. He offered to add them as a finding.

Doug Clyde, representing the applicant, distributed to the Commissioners a visual simulation from King Road that was inadvertently left out of their package. He was uncertain which phasing plan is included in their packets and wanted to be sure the one they have shows the right units. He noted that town home units 16 and 17 and cluster home units 11 and 12 are in Phase I. He referred to page 6 of the recent handouts and corrected the number of Townhomes and PUD's from 28 to 23 units in the first phase.

Chair Barth re-opened the public hearing.

There was no comment.

Chair Barth closed the public hearing.

Commissioner Erickson read the conditions of approval relative to traffic circulation based on the development agreement and asked if they are part of the transportation mitigation plan and part of the 14 technical reports. Mr. Clyde replied that they are reflected in the existing construction mitigation plans currently on file with the City. Planner Robinson explained that every CUP that comes forward will need its own construction mitigation plan which will be reviewed by the Planning Commission.

The Planning Commission and Mr. Clyde discussed enforcement procedures for downhill traffic.

Planner Robinson revised Finding of Fact 10 by inserting a comma after A(Exhibit H)@ and adding Aand a compliance matrix with the technical reports (Exhibit I).@

Mr. Clyde referred to the density indicated on page 104 of the staff report and noted that 563 takes into account the additional 18 PUD units. This is not reflected in the table above, and he suggested adding the language Accounting the additional 18 PUD units noted below.@

MOTION: Commissioner Erickson moved to APPROVE the MPD in accordance with the findings of fact, conclusions of law, and conditions of approval with the following revisions:

- 1) The incorporation of the revised July 28, 2004, project description as presented by Staff.
2. The revision to Finding of Fact 10 incorporating the compliance report with the 14 technical reports, Exhibit I.
3. The revision to the phasing plan incorporating the town home Units 16 & 17 and the cluster home Units 11 & 12.
4. Correction to the staff report, page 104, with regard to the density incorporating the phrase that the 563.3 units includes the 18 unit equivalents referenced in Pod B1 below.
5. Incorporation of Condition of Approval 10 that they incorporate the technical report updates and clarifications as presented in the staff report

Mr. Clyde stated that the PUD's were originally intended to be 5,000 square feet each, but they had a problem with the Unit Equivalent calculation. He will return with a revised UE calculation which raises the number by 18 additional UE's. It will not change the plan, but it will make it correspond with the way they interpret UE's.

Planner Robinson referred to the density in the Pod B1 section on page 104 and noted that the last sentence should recognize that 90,000 square feet should be assigned to Lot B and not Lot C.

Commissioner Erickson incorporated the change to Page 104 as described by Planning Robinson into his motion. Commissioner Powers seconded the motion.

VOTE: The motion passed unanimously. Commissioner Thomas abstained from the vote, and Commissioner Zimney was not present for the vote.

Commissioner Volkman referred to the status of the technical reports regarding the mine soils hazard plan and the language which states, AA draft work plan for the clean up of Empire Canyon was approved by the EPA and reviewed by the Park City Municipal Corporation. Work will begin this summer.@ Mr. Clyde explained that the Empire Canyon work referred to is the clean up of the creek below the Deer Valley Day Lodge and the top of Daly Avenue. It has no relation to moving the mine dump.

Findings of Fact - Empire Pass

1. The Village at Empire Pass (Mountain Village) Master Planned Development is located in the RD-MPD and ROS-MPD Districts.
2. The City Council approved the Development Agreement for Flagstaff Mountain Development Agreement/Annexation Resolution No. 99-30 on June 24, 1999. The Development Agreement is the equivalent of a Large-Scale Master Plan. The

- Development agreement sets forth maximum project densities, location of densities, and developer-offered amenities.
3. The Flagstaff Mountain Annexation is approximately 1,655 acres. Mixed-use development is limited to approximately 147 acres in four (4) development areas identified as Pods A, B-1, B-2 and D. The remainder of the annexation area is to be retained as passive and/or recreational open space.
 4. The Development Agreement limits development in Pods A, B-1, B-2 to:
 - No more than 705 Unit Equivalents in no more than 470 residential units (including not more than 60 PUD-style units) and no more than 16 single-family home sites;
 - no more than 85,000 square feet of resort support commercial; and
 - a maximum 35,000 square foot day skier lodge in Pod B-2.
 5. The Development Agreement required City review and approval of fourteen (14) technical reports/studies. The reports include details on the following information:
 - Mine/Soil Hazard Mitigation
 - Architectural Design Guidelines
 - Transit
 - Parking
 - Open Space Management
 - Historic Preservation
 - Emergency Response
 - Trails
 - Private Road Access Limitations
 - Construction Phasing
 - Infrastructure and Public Improvement Design
 - Utilities
 - Wildlife Management
 - Affordable Housing
 6. The Planning Commission completed the review and approval process for the technical reports/studies on December 12, 2001.
 7. This Master Plan for Pod A consists of a total of 321.5 units and 435.6 unit equivalents, including the previously approved Paintbrush, Larkspur, and Building H; the Transit Hub, ski lift and ski trails, and the location of the Alpine Club.
 8. Over 65% of the residential units (minimum 306) are within Pod A and within walking distance of the Transit Hub as required by the Development Agreement.
 9. The 14 technical reports/studies along with the Land Management Code and the Development Agreement (99-30) for the standard which the subject Master Planned Development and Phase 1 preliminary/final plat are reviewed.
 10. The applicant has provided supplemental materials including Master Plan Development Project Description (dated July 2004, Exhibit A), Supplemental Project Description and Conditions (dated July 5, 2004, Exhibit B), Volumetric Analysis (dated July 5, 2004, Exhibits D and E), Visual Analysis dated July 4, 2004 (Exhibit F), Architectural Character dated March 19, 2004 (Exhibit G), Supplemental Plans

- including Building Height Diagram, Vegetative Buffer, Trails, and construction Sequencing (Exhibit H), and a Compliance Matrix with the Technical Reports (Exhibit I). Together with the Site Plans dated July 21, 2004, (Exhibit C), these Exhibits and this report comprise the Village at Empire Pass MPD.
11. The Village at Empire Pass MPD illustrates conceptual access and street layouts that have not been specifically approved by the City Engineer and the City Fire Marshall. Final road layout will be subject to individual Subdivisions and Conditional Use Permits.
 12. Conditional Use Permit approval is required prior to any development within the Village at Empire Pass MPD area.
 13. The proposed Village at Empire Pass Master Planned Development includes a maximum density assignment and conceptual site design for Thirty (30) detached single-family PUD-style units utilizing 85.4 Unit Equivalents.
 14. The proposed Village at Empire Pass Master Planned Development includes a maximum density assignment and conceptual site design for Fifty-One (51) Townhouse units utilizing 64 Unit Equivalents. Eight of these Townhouse units are in a duplex configuration and count toward the PUD limits of 60.
 15. The proposed Village at Empire Pass Master Planned Development includes a conceptual site design for six (6) single-family homes.
 16. Conservation Easements are proposed within platted lots. These Conservation Easement areas will not count toward the development acreage.
 17. The PUD-style cluster homes and the Townhomes are to be platted as condominiums and not as individual lots.
 18. Utility lines and ski trails will be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
 19. The Emergency Response Plan has been reviewed by the Chief Fire Marshall and the Planning Commission in order to allow fire access and safety at the end of the over-length cul-de-sac.
 20. The Planning Commission may decrease setbacks within an MPD. Setback variance is shown on Sheet 10 of 10 of Exhibit A, dated June 15, 2004.
 21. The Maximum Building Height in the RD District is 28 feet (33 feet with a pitched roof).
 22. The Land Management Code, Section 15-6-5(E) allows the Planning Commission to consider increased building height based upon a site specific analysis and determination.
 23. The applicant has requested additional building height for the structures proposed as Buildings 109, inclusive. The proposed building volumetrics are detailed on Exhibit D dated June 14, 2004.
 24. The proposed increase in building height for Buildings 1-9 does not result in an increase in square footage or building volume over what could be allowed under the zone-required building height and density, including requirements for facade variation and design, but rather provides desired architectural variation.

25. Proposed Buildings 1-9 have been positioned to minimize visual impacts on adjacent structures. Potential problems on neighboring properties caused by shadows, loss of solar access, and loss of air circulation have been mitigated to the extent possible as defined by the Planning Commission.
26. The site plan for proposed Buildings 1-9 includes adequate landscaping and buffering from adjacent properties and uses.
27. The additional building height for proposed Buildings 1-9 has resulted in more minimum open space than required and has resulted in the open space being more usable.
28. An MPD for pod B-2 will be reviewed under a separate MPD application.

Conclusions of Law - Empire Pass

1. The MPD, as conditioned, complies with all the requirements of the Land Management Code.
2. The MPD, as conditioned, meets the minimum requirements of Section 15-6-5 of this Code.
3. The MPD, as conditioned, is consistent with the Park City General Plan.
4. The MPD, as conditioned, provides the highest value of open space as determined by the Planning Commission.
5. The MPD, as conditioned, strengthens and enhances the resort character of Park City.
6. The MPD, as conditioned, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible.
7. The MPD, as conditioned, is compatible in use, scale, and mass with adjacent properties and promotes neighborhood compatibility.
8. The MPD provides amenities to the community so that there is no net loss of community amenities.
9. The MPD, as conditioned, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed.
10. The MPD, as conditioned, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The project has been designed to place development on the most developable land and least visually obtrusive portions of the site.
11. The MPD, as conditioned, promotes the use of non-vehicular forms of transportation through design and by providing trail connections.
12. The MPD has been noticed and public hearings held in accordance with this Code.
13. The requirements necessary for the Planning Commission to grant additional building height within the MPD pursuant to the Land Management Code Section 15-6-5 have been met.

Conditions of Approval - Empire Pass

1. A Conditional Use Permit is required prior to any development within the Village at Empire Pass MPD area. As per the Phasing Plan, only the nine large multi-family

- buildings require a CUP review by the Planning Commission. All other units are to be reviewed at a Staff level.
2. City Engineer approval of a utility and infrastructure plan is a condition precedent to the issuance of any building permits within the Village Master Planned Development area.
 3. Utility lines and ski trails shall be routed in existing clearings and common utility corridors to the greatest extent practical upon the City Engineer's approval.
 4. If and when the realigned Guardsman Road is dedicated to the City, the Developer will execute an encroachment agreement in a form acceptable to the City Attorney and City Engineer for the private improvements (ski bridges and/or tunnels) within the rights-of-way.
 5. All essential municipal public utility buildings associated with the utility plan for the subdivision require a conditional use permit.
 6. The proposed over-length cul de sac that ends in the six single-family lots will have a secondary emergency access from the end of the road to Marsac Avenue. The emergency access will continue as a minimum 20-foot-wide all-weather surface road.
 7. A Construction Mitigation Plan, including truck routing, is a submittal requirement for each Conditional Use Permit.
 8. A preliminary landscape plan, including provisions for water-efficient irrigation systems, shall be submitted with each CUP application.
 9. All subsequent applications and approvals are subject to the Technical Reports as approved or amended.
 10. The technical report updates and clarifications as presented in the staff report shall be incorporated in this approval.
7. Red Cloud Subdivision

Planner Robinson noted that Red Cloud, commonly called Pod D, is the third and final Empire Pass application. Thirty single-family lots are proposed on the land owned and controlled by Talisker and the United Park City Mine Company. At the July 14 work session, the Planning Commission discussed the Enchanted Forest and how to apply the statement in the development agreement that no development should occur in the Enchanted Forest. Planner Robinson understood there to be general consensus from the Commission that having a ski easement/conservation easement across an area to be determined would constitute adequate protection. The language will prohibit snowmobiles but will allow skiing in the winter for people coming off the Red Cloud lift. The other issue discussed on July 14 was whether to amend the development agreement and Exhibit A of the development agreement which shows the pod boundaries to move the boundaries further south and west. This would not change the density or average lot size. The Staff analyzed that proposal for separation from ski runs and a visual analysis, and it is the Staff's opinion that the development agreement would have to be amended to allow that to

SURVEYOR'S CERTIFICATE

I, John Demkowicz, do hereby certify that I am a Registered Land Surveyor and that I hold Certificate No. 154491, as prescribed under the laws of the State of Utah. I further certify that by the authority of the owners I have made a survey of the tract of land shown on this plat and described herein and subdivided said tract of land into lots, private right-of-way, and easements to be hereafter known as THE VILLAGE AT EMPIRE PASS, WEST SIDE and that the same has been or will be correctly located on the ground as shown on this plat. I further certify this plat accurately represents the surveyed property.

John Demkowicz
John Demkowicz

6/15/05
Date

BOUNDARY DESCRIPTION

PARCEL 1

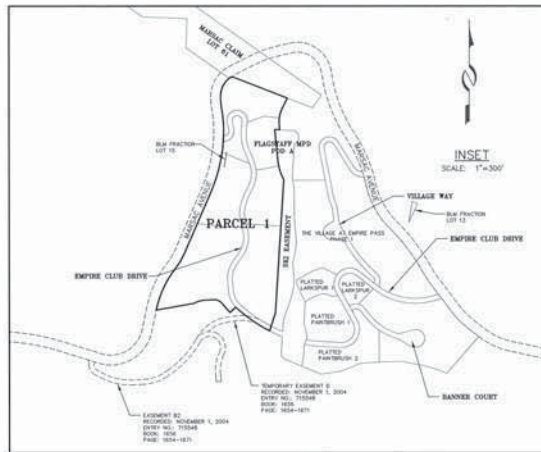
A parcel of land located in the south half of Section 21 and the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 88°09'24" East 81.3 feet along section line and North 262.11 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 27°16'27" West 56.07 feet to a point on a curve to the left having a radius of 150.00 feet, of which the radius point bears South 62°43'33" East; thence along the arc of said curve 75.83 feet through a central angle of 28°37'57" to a point of compound curve to the left having a radius of 300.00 feet, of which the radius point bears North 88°18'30" East; thence southerly along the arc of said curve 20.22 feet through a central angle of 03°51'42", thence South 05°33'11" East 17.15 feet; thence North 86°16'45" West 25.33 feet; thence South 02°33'11" East 187.74 feet to a point on a curve to the left having a radius of 250.00 feet, of which the radius point bears North 84°26'49" East; thence along the arc of said curve 92.23 feet through a central angle of 21°09'04" to a point of reverse curve to the right having a radius of 79.77 feet, of which the radius point bears South 43°17'44" West; thence southeasterly along the arc of said curve 11.44 feet through a central angle of 08°13'06"; thence South 03°43'15" West 67.52 feet to a point on a non tangent curve to the left having a radius of 1025.00 feet, of which the radius point bears South 70°22'23" East; thence southerly along the arc of said curve 38.87 feet through a central angle of 02°10'21"; thence South 17°27'15" West 31.90 feet to a point on the northerly right-of-way of Empire Club Drive as shown and dedicated on The Village at Empire Pass, Phase 1, recorded November 24, 2004, as #718034, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah; thence South 17°27'15" West 25.38 feet to a point on the southerly right-of-way of Empire Club Drive, said point also being on a non tangent curve to the right having a radius of 812.50 feet, of which the radius point bears North 27°15'53" East; thence northerly along the arc of said curve 199.71 feet through a central angle of 14°05'00" to a point of compound curve to the right having a radius of 137.50 feet, of which the radius point bears North 47°03'53" East; thence northerly along the arc of said curve 12.52 feet through a central angle of 05°13'06"; thence South 46°33'59" West 40.09 feet; thence North 41°37'40" West 65.38 feet to a point on a curve to the left having a radius of 50.00 feet, of which the radius point bears South 48°22'20" West; thence along the arc of said curve 44.97 feet through a central angle of 51°32'04"; thence South 86°50'15" West 44.62 feet to a point on a curve to the left having a radius of 137.50 feet, of which the radius point bears South 03°09'44" East; thence along the arc of said curve 60.72 feet through a central angle of 25°16'01"; thence South 79°50'46" West 195.15 feet to a point on a non tangent curve to the right having a radius of 509.74 feet, of which the radius point bears South 78°15'48" East, said point also being on the easterly boundary of Monarch Avenue Right-of-Way, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded #623451; thence along the easterly boundary of Monarch Avenue Right-of-Way the following seven (7) courses: 1) northerly along the arc of said curve 234.19 feet through a central angle of 26°19'27" to a point of reverse curve to the left having a radius of 375.00 feet, of which the radius point bears North 51°56'21" West; thence 2) northerly along the arc of said curve 93.78 feet through a central angle of 14°19'44"; thence 3) North 27°43'55" East 337.88 feet to a point on a curve to the left having a radius of 775.00 feet, of which the radius point bears North 66°16'05" West; thence 4) along the arc of said curve 304.94 feet through a central angle of 22°32'40" to a point of compound curve to the left having a radius of 625.58 feet, of which the radius point bears North 88°48'45" West; thence 5) northerly along the arc of said curve 136.66 feet through a central angle of 11°23'35" to a point of reverse curve to the right having a radius of 275.00 feet, of which the radius point bears North 79°18'42" East; thence 6) northerly along the arc of said curve 64.62 feet through a central angle of 13°27'50" to a point of compound curve to the right having a radius of 118.63 feet, of which the radius point bears South 87°13'28" East; thence 7) northerly along the arc of said curve 107.81 feet through a central angle of 52°04'13" to a point on the northerly side of the Little Mc mining claim, Lot 53A in the Union Mining District; thence along the northerly side of the Little Mc mining claim the following two (2) courses: 1) South 85°20'00" East 21.17 feet; thence 2) South 88°50'00" East 289.99 feet to the point of beginning.

Description contains 10.52 acres, more or less.



VICINITY MAP



NOTES:

- All building setbacks from property lines are to be the residential development zone (RD) minimum unless approved otherwise by the Village at Empire Pass Master Plan Development.
- Conditional use permit approval will be required prior to construction on which of the development lots shown herein.
- A declaration of condominium and a record of survey of condominium will be required for the purpose of the sale of individual units within the development lots shown herein.
- All utility and trail easements adjacent to or traversing across the lots, as shown herein, are for public use. No improvements may be made to these public ways that would encroach, endanger the users, or interfere with existing utilities.
- The Empire Pass Master (Owner Association, Inc. (the "Master Association") together with the Master Declaration of Condominiums, Conditions, and Restrictions of Empire Pass ("Master Declaration") requires the membership of each lot owner. Members are subject to the terms of the articles of incorporation, its bylaws, and the rules and regulations that may be established from time to time by the master association, including assessments and transfer fees as provided therein.
- The operation and maintenance responsibilities for the public sidewalk, hiking, and biking trails that may be established across the lots shown herein are set forth in the Master Declaration.
- Public safety access and public utility easements are hereby dedicated for all public and private roadway, emergency access roads, and private driveway.
- A 20' snow storage easement is hereby dedicated along the frontage of all lots.
- A lot extension agreement (LEA) will be required to be filed with Snyderville Basin Water Reclamation District (SBWRD) with the development of each lot.
- Empire Club Drive is a private road to be owned, operated, maintained and repaired by the Master Association for the use and benefit of the owners of property in Empire Pass of Deer Valley in accordance with the Master Declaration. Empire Club Drive is not a public road or right-of-way. This Record of Survey Map shall not be deemed to grant any rights in the public to use Empire Club Drive or create any obligations on the part of Park City Municipal Corporation to maintain or repair Empire Club Drive. All such use and maintenance shall be governed by the terms and provisions of the Master Declaration and the Maintenance Agreement dated March 15, 2004 (and as amended from time to time) between Park City Municipal Corporation, United Park City Mines Company, and Lead Corporation and the Master Association.
- As the title of any resulting of Empire Club Drive, the Master Association is responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District Standards. Maintenance adjustment of manholes within private roadways included as part of specific developments shall be the responsibility of the homeowners association for such development.
- The Master Association shall be responsible for the maintenance and replacement of all sanitary sewer laterals situated within Empire Club Drive or the SBWRD easement shown herein. The Master Association shall have the right to assess the cost of such maintenance and repair to parcel(s), unit(s), or condominium associations served by such laterals, in accordance with the Master Declaration.
- The easement in favor of the Jordanville Special Service District is for a water drain tunnel situated approximately 900 feet below the surface of the property.
- All property corners to be set along Empire Club Drive will be set at the intersection of the 9.5' wide public and private utility easement and the lot line or lot corner thereon.
- Any landscaping shall utilize either no irrigation or water efficient irrigation, limited turf, and limited disturbance.
- The maintenance of the water system is the private responsibility of the Empire Pass Master Homeowners Association.
- The utility of the Village of Empire Pass West Side are served by a Common Private Lateral Wastewater Line. The Empire Pass Master Association shall be responsible for ownership, operation and maintenance of all Common Private Lateral Wastewater Lines.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT EMPIRE MOUNTAIN VILLAGE, LLC, a Delaware limited liability company, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, WEST SIDE, including a 25 foot wide Public & Private Utility Easement & Private Road Right-of-Way to be known as EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recordation of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated on either side of Empire Club Drive as shown herein.

In witness whereof the undersigned has executed this certificate and dedication this 15th day of June, 2005.

EMPIRE MOUNTAIN VILLAGE, LLC,
A Delaware limited liability company
By: *[Signature]*
Its Manager

Title: *[Signature]*

State of *Utah*

County of *Summit*

This instrument was acknowledged before me this 16th day of June, 2005 by *Jim H. H.* the *Vice President* of *EMPIRE MOUNTAIN VILLAGE, LLC*, a Colorado corporation, Manager of *EMPIRE MOUNTAIN VILLAGE, LLC*, a Delaware limited liability company.

[Signature]
Notary Public commissioned in Utah

[Signature]
Printed Name: *Colley, Utah*

My commission expires: *11-11-07*

ACKNOWLEDGMENT

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT UNITED PARK CITY MINES COMPANY, a Delaware corporation, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, WEST SIDE, including a 25 foot wide Public & Private Utility Easement & Private Road Right-of-Way to be known as EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recordation of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated on either side of Empire Club Drive as shown herein.

In witness whereof the undersigned has executed this certificate and dedication this 16th day of June, 2005.

UNITED PARK CITY MINES COMPANY
A Delaware corporation
By: *[Signature]*
Its President

Title: *[Signature]*

State of *Utah*

County of *Summit*

This instrument was acknowledged before me this 16th day of June, 2005 by *J. San Gabriel*, the *Vice President* of *UNITED PARK CITY MINES COMPANY*, a Delaware corporation.

[Signature]
Notary Public commissioned in Utah

[Signature]
Printed Name: *Colley, Utah*

My commission expires: *10-11-07*

ACKNOWLEDGMENT

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT MOUNTAIN DEVELOPMENTS I, INC., a Delaware corporation, the owner of a portion of the tract of land described herein as THE VILLAGE AT EMPIRE PASS, WEST SIDE, including a 25 foot wide Public & Private Utility Easement & Private Road Right-of-Way to be known as EMPIRE CLUB DRIVE, hereby certifies that it has caused this Subdivision Plat consisting of two (2) sheets to be prepared, does hereby consent to the recordation of this Subdivision Plat, and does hereby dedicate as a public and private utility easement the 9.5 foot wide parcel of property situated on either side of Empire Club Drive as shown herein.

In witness whereof the undersigned has executed this certificate and dedication this 16th day of June, 2005.

MOUNTAIN DEVELOPMENTS I, INC.,
A Delaware corporation
By: *[Signature]*
Its President

Title: *[Signature]*

ACKNOWLEDGMENT

State of *Utah*

County of *Summit*

This instrument was acknowledged before me this 16th day of June, 2005 by *Mark R. H.* the *Vice President* of *MOUNTAIN DEVELOPMENTS I, INC.*, a Delaware corporation.

[Signature]
Notary Public commissioned in Utah

[Signature]
Printed Name: *Colley, Utah*

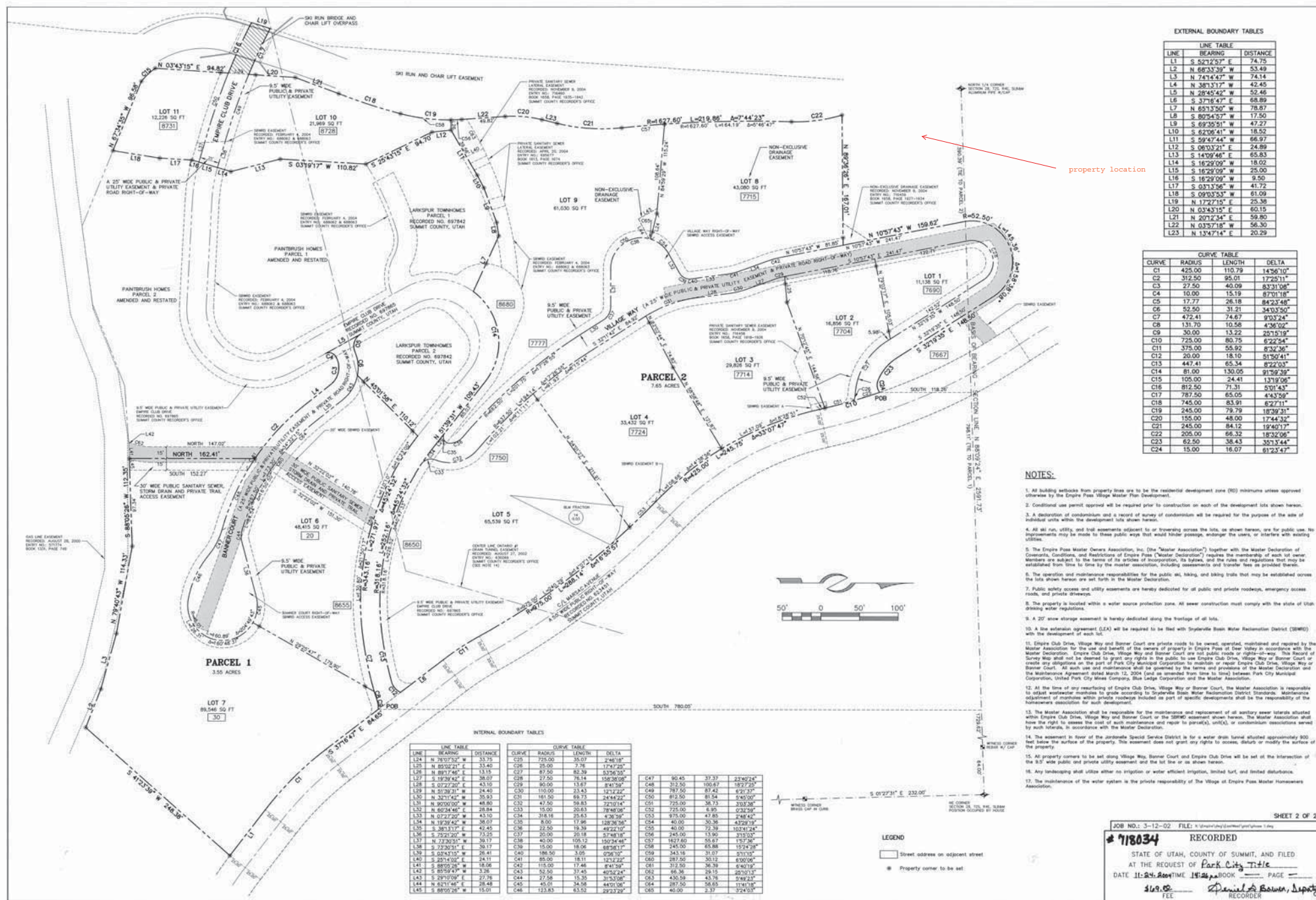
My commission expires: *11-11-07*

SUBDIVISION PLAT THE VILLAGE AT EMPIRE PASS WEST SIDE

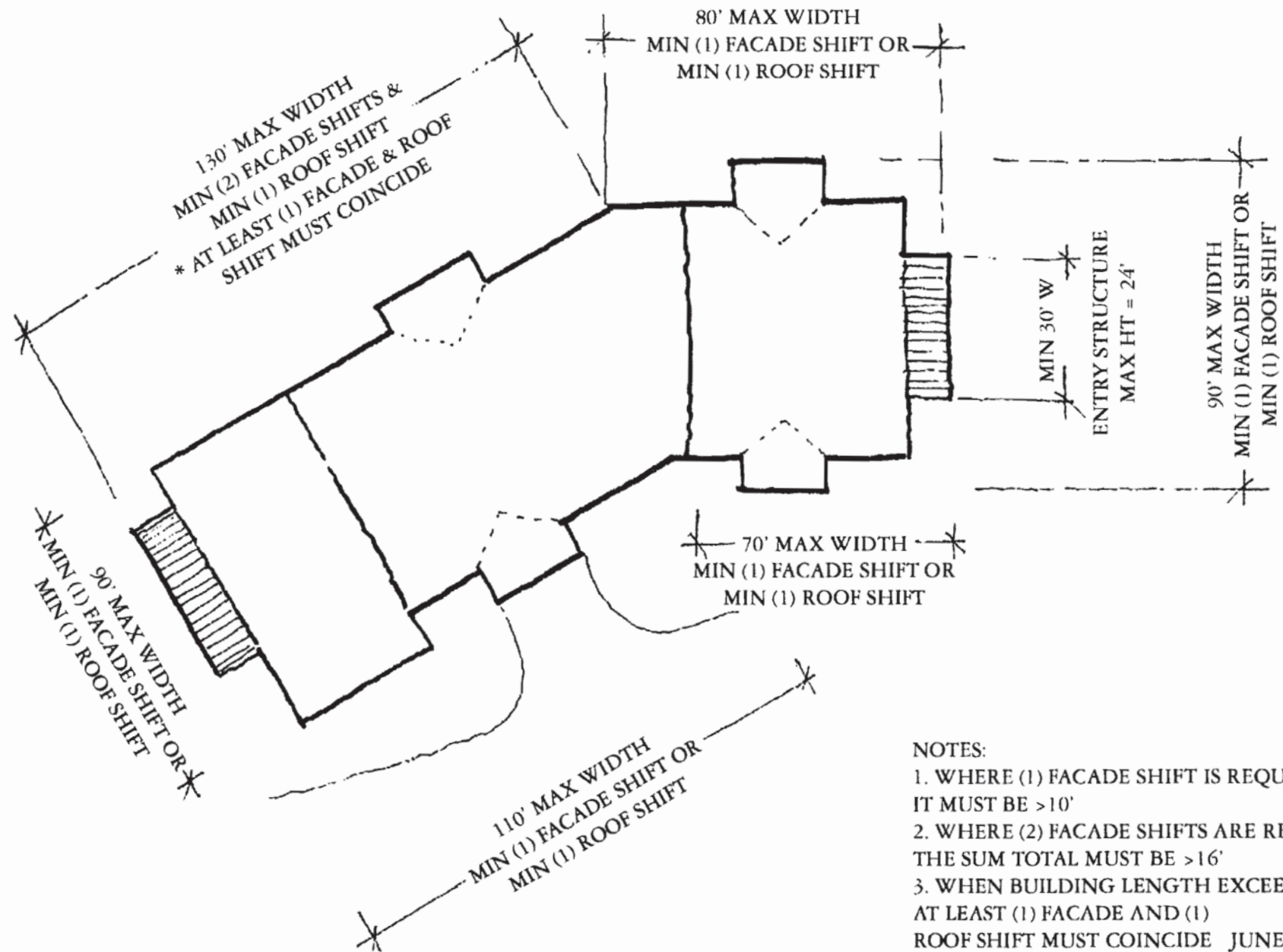
LOCATED IN SECTIONS 21 AND 28,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 2

Alfonse Engineering CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 102 West Street, P.O. Box 204 Park City, Utah 84060-2044	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 22nd DAY OF <i>August</i>, 2005 A.D. By: <i>[Signature]</i> S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 18th DAY OF <i>August</i>, 2005 A.D. By: <i>[Signature]</i> CHAIRMAN	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 22nd DAY OF <i>August</i>, 2005 A.D. By: <i>[Signature]</i> PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS 11th DAY OF <i>August</i>, 2005 A.D. By: <i>[Signature]</i> PARK CITY ATTORNEY	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS 20th DAY OF <i>August</i>, 2005 A.D. By: <i>[Signature]</i> PARK CITY RECORDER	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 20th DAY OF <i>August</i>, 2005 A.D. By: <i>[Signature]</i> MAYOR	7467944 RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF <i>Park City Title</i> DATE <i>8-12-05</i> TIME <i>11:02 AM</i> BOOK <i>164</i> PAGE <i>1</i> FEE <i>164.00</i> RECORDER <i>[Signature]</i>
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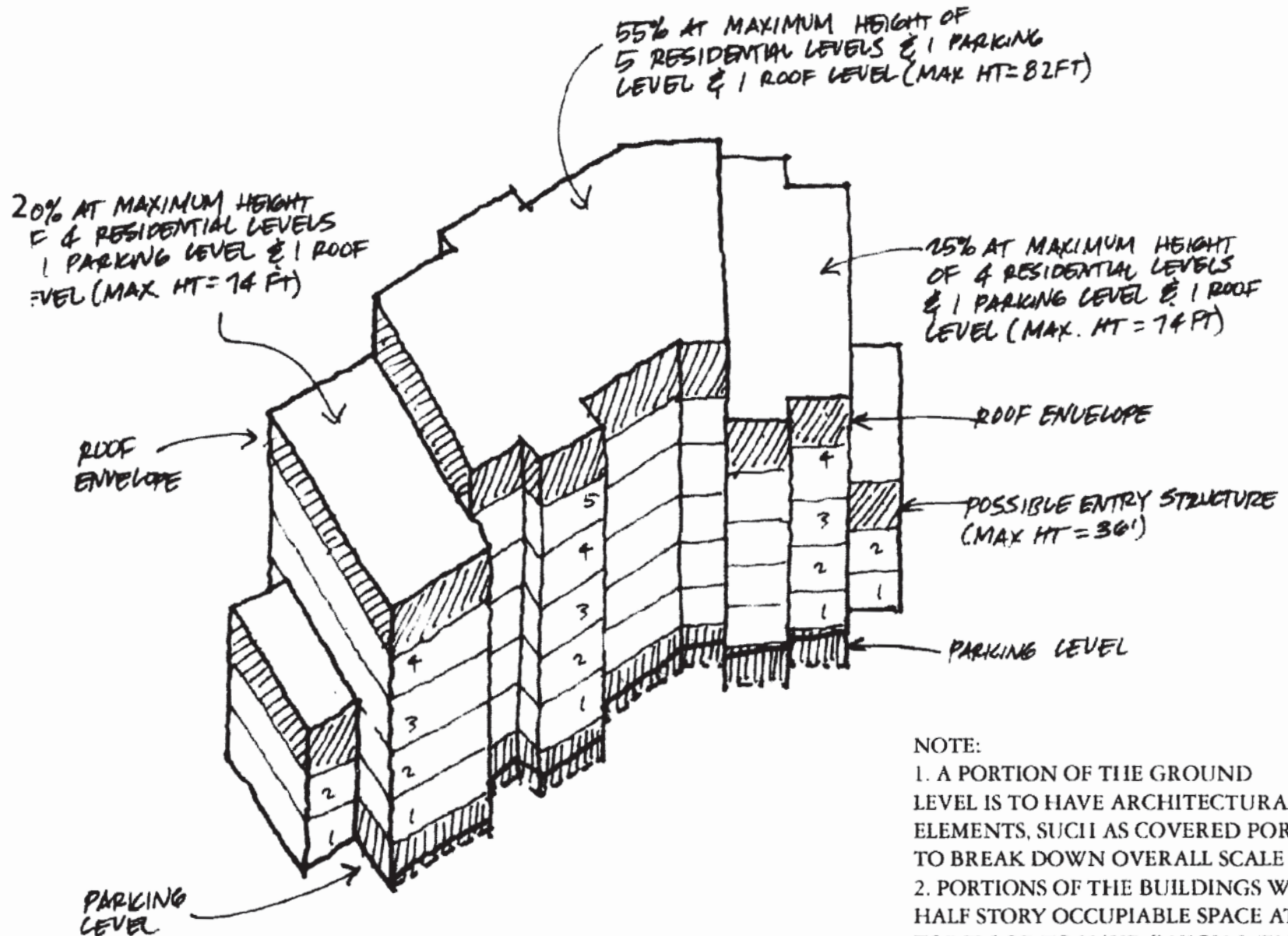
Building 3 Volumetrics Plan View



NOTES:

1. WHERE (1) FACADE SHIFT IS REQUIRED IT MUST BE >10'
 2. WHERE (2) FACADE SHIFTS ARE REQUIRED THE SUM TOTAL MUST BE >16'
 3. WHEN BUILDING LENGTH EXCEEDS 120' AT LEAST (1) FACADE AND (1) ROOF SHIFT MUST COINCIDE
- JUNE 17, 2004

Building 3 Volumetrics Isometric View

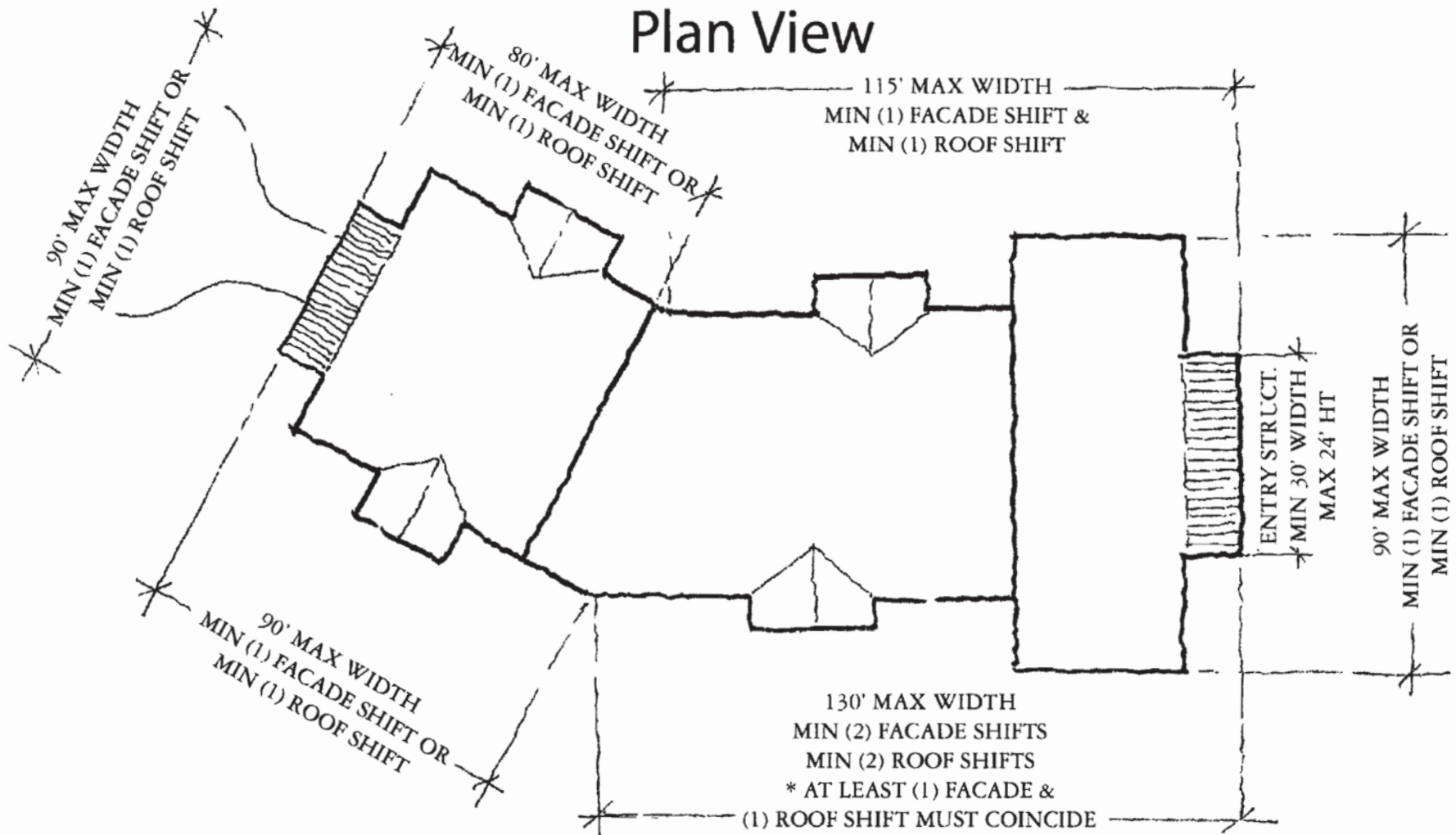


NOTE:

1. A PORTION OF THE GROUND LEVEL IS TO HAVE ARCHITECTURAL ELEMENTS, SUCH AS COVERED PORCHES, TO BREAK DOWN OVERALL SCALE
2. PORTIONS OF THE BUILDINGS WITH HALF STORY OCCUPIABLE SPACE AT THE TOP FLOOR TO HAVE 6' HIGH STEMWALL

JUNE 17, 2004

Building 4 Volumetrics Plan View



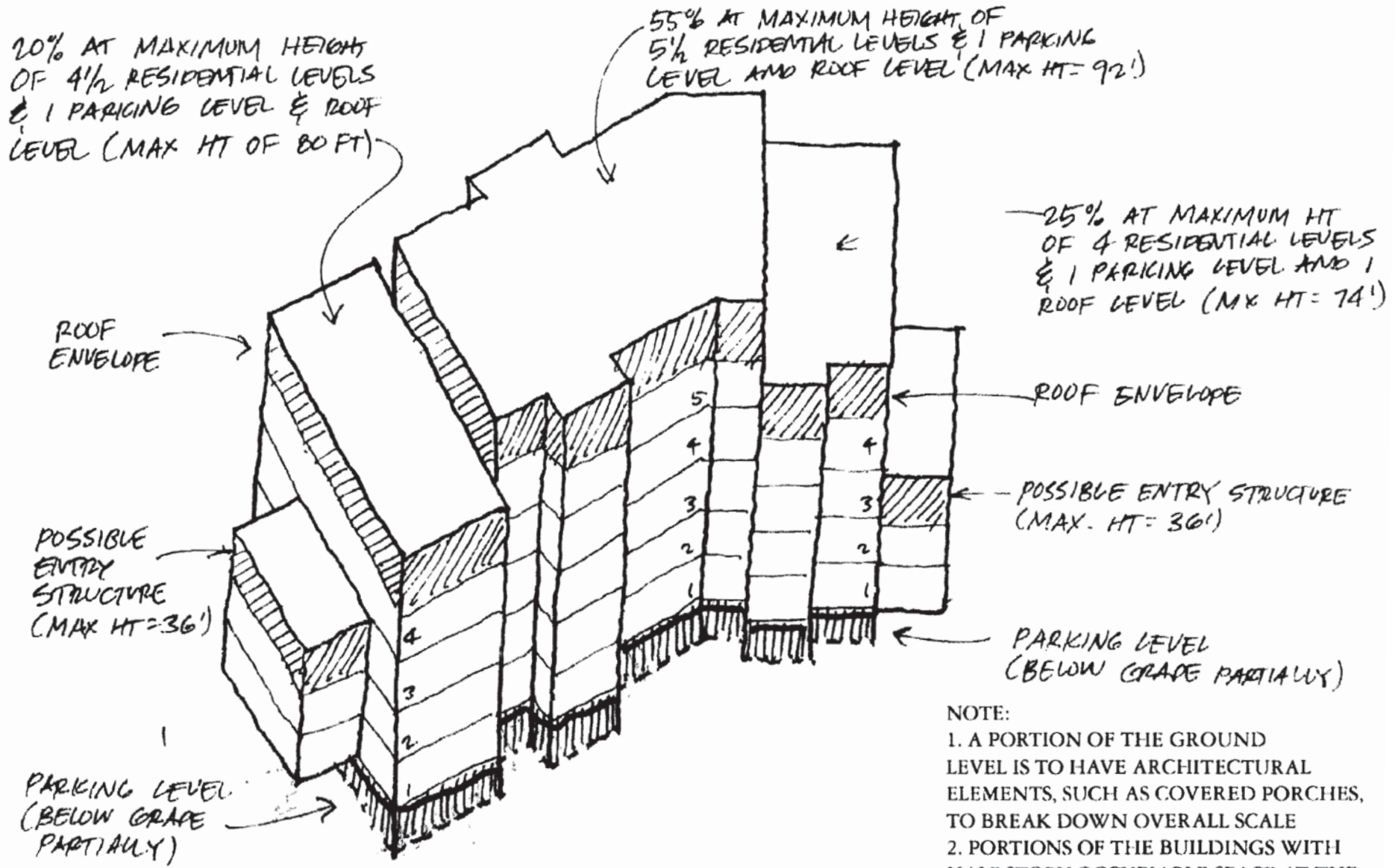
NOTES:

1. WHERE (1) FACADE SHIFT IS REQUIRED IT MUST BE >10'
2. WHERE (2) FACADE SHIFTS ARE REQUIRED THE SUM TOTAL MUST BE >16'
3. WHEN BUILDING LENGTH EXCEEDS 120' AT LEAST (1) FACADE AND (1) ROOF SHIFT MUST COINCIDE

JUNE 17, 2004

Building 4 Volumetrics

Isometric View



JUNE 17, 2004

Development Site
per MPD



Master Plan - Summer

May 6, 2006

HART HOWERTON
PLANNING AND DESIGN
ARCHITECTS

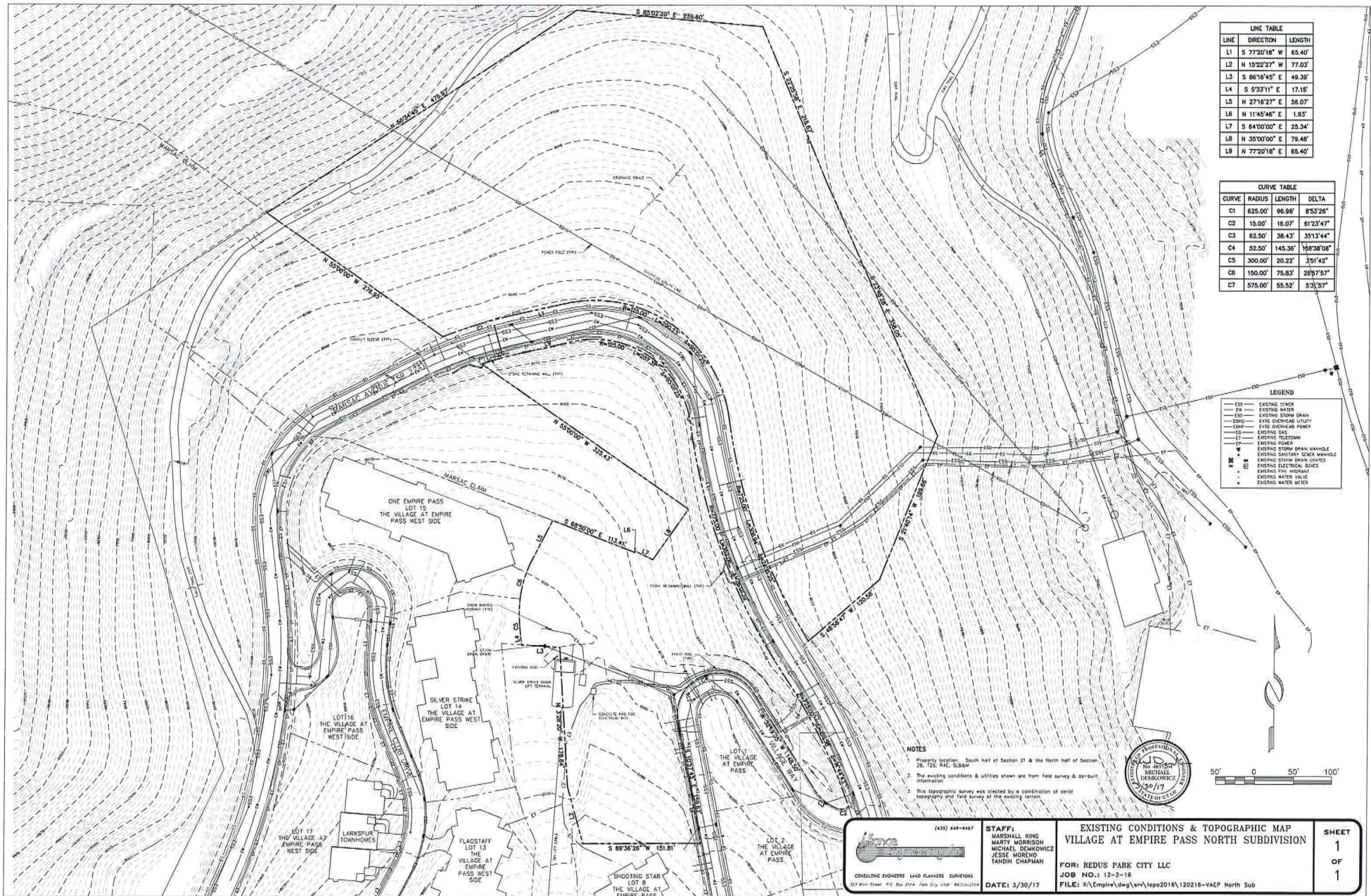
THE VILLAGE AT EMPIRE PASS
Park City, Utah

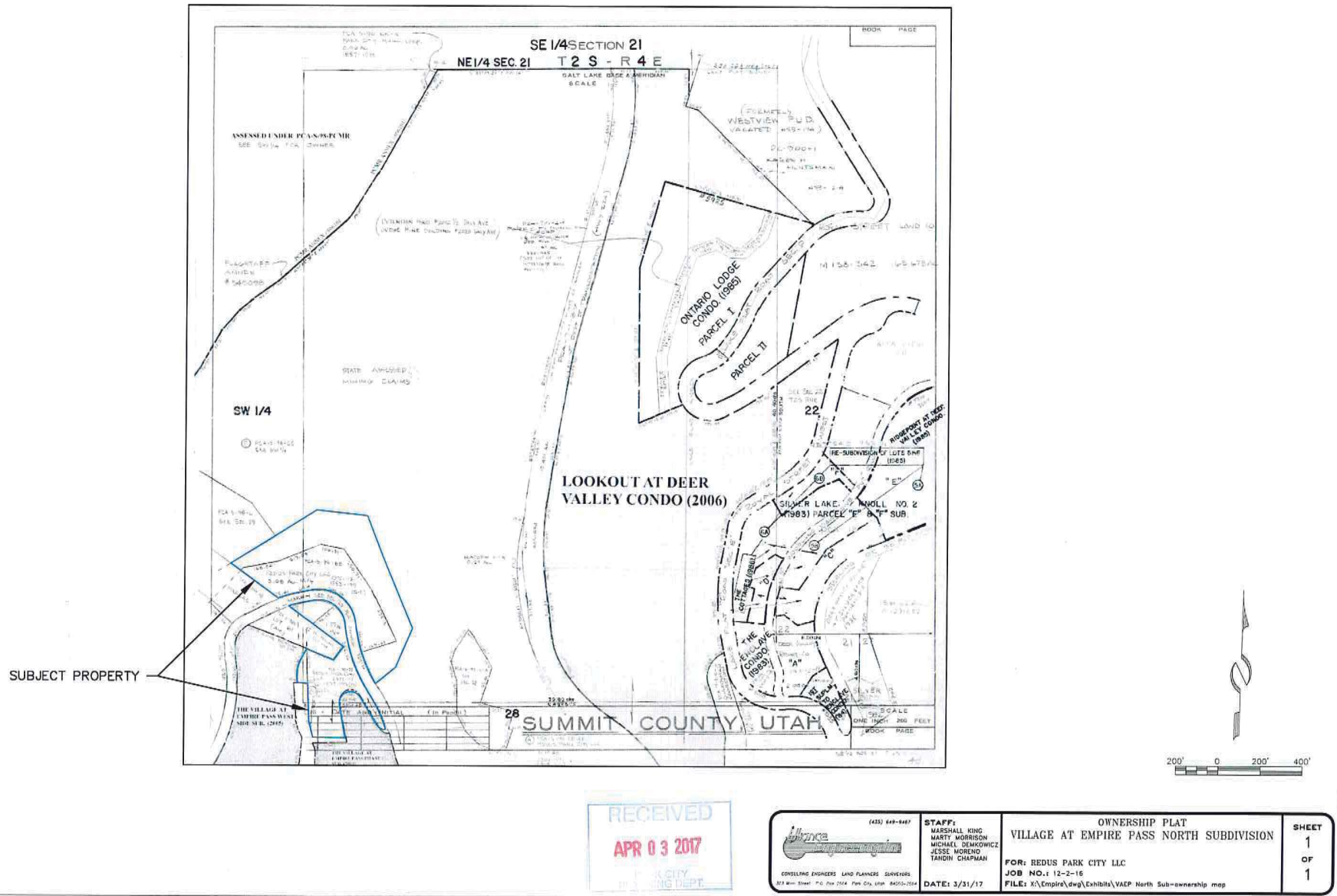


RECEIVED
APR 03 2017
PARK CITY

 CONSULTING ENGINEERS, LAND PLANNERS, SURVEYORS 327 WEST STREET, SUITE 200, PARK CITY, UTAH 84301-2004	(435) 949-9447 STAFF: MARSHALL KING MARTY MORRISON MICHAEL DEKOWICZ JESSE MORENO TAMARA CHAPMAN	AERIAL PHOTOGRAPH VILLAGE AT EMPIRE PASS NORTH SUBDIVISION	SHEET 1 OF 1
	DATE: 3/31/17	FOR: REDUS PARK CITY LLC JOB NO.: 12-2-16 FILE: X:\Empire\dwg\ExhibitG\VAEP North Sub-ortho.dwg	

EXHIBIT H 1







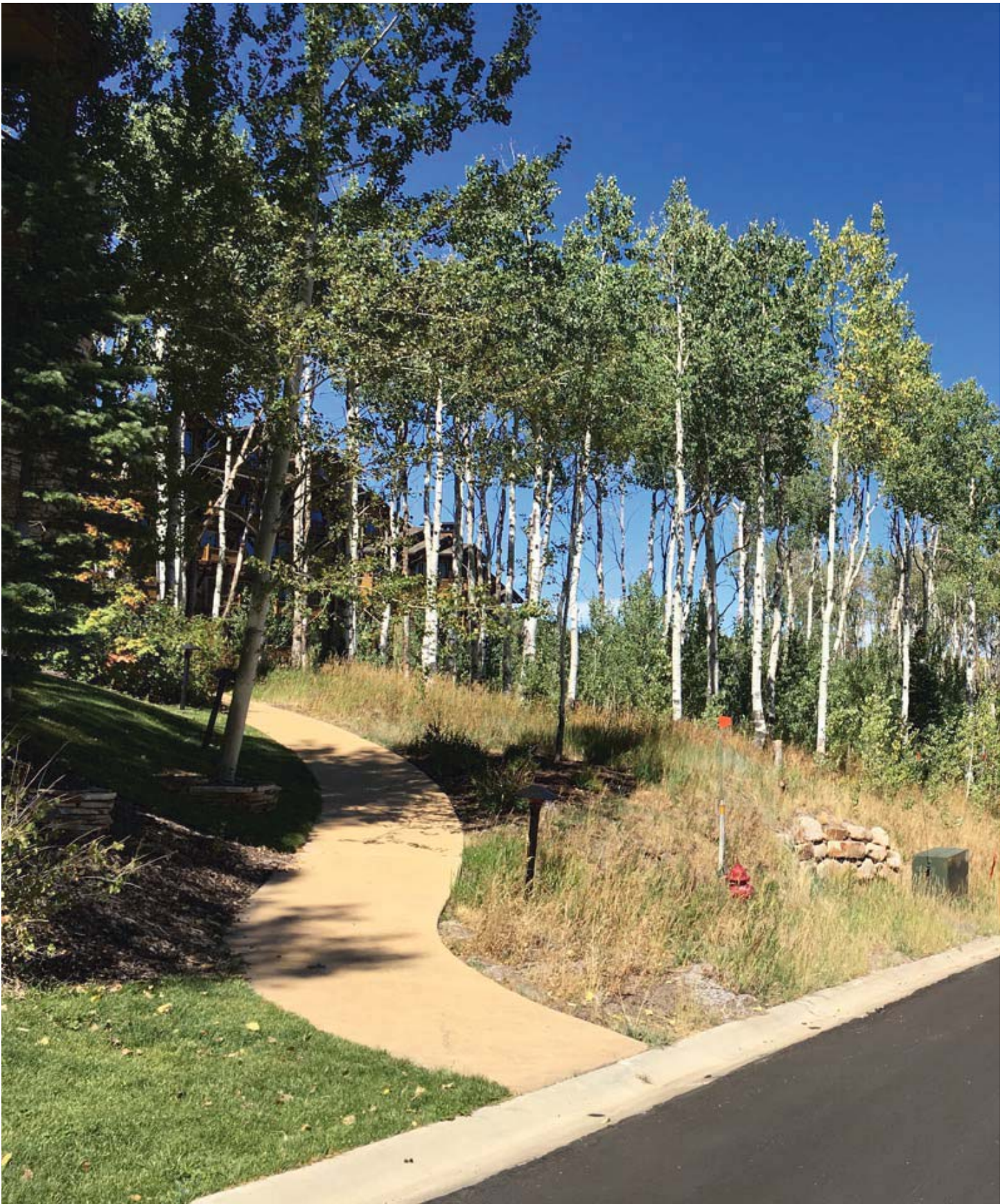
Looking west from Marsac to Lot 2



Looking north from Marsac to Lot 1 (right of road)



Looking northwest from Marsac - Lot 1 is on the right.



Looking northwest to Lot 3 from Village Way



Looking northwest to Lots 2 and 3 from Village Way.



Looking west from Lots 2 and 3 to Silver Strike Lift



SNYDERVILLE BASIN

WATER RECLAMATION DISTRICT

2800 HOMESTEAD RD, PARK CITY, UT 84098

WWW.SBWRD.ORG

T 435-649-7993

F 435-649-8040

October 31, 2016

Mr. Michael Demkowicz
Alliance Engineering
323 Main St.
P.O. Box 2664
Park City, UT 84060

RE: Village at Empire Pass North Subdivision
Plat Review

Dear Mr. Demkowicz:

The Snyderville Basin Water Reclamation District (SBWRD) has reviewed the referenced plat. Please revise the plat as follows:

1. Change the page number for the recorded SBWRD Grant of Easement (Entry #716688) from pg. 1203 to pg. 1199.
2. Add the following note:

Wastewater service to the Village at Empire Pass North Subdivision shall be provided by The Snyderville Basin Water Reclamation District. A Line Extension Agreement with the District may be required for Lots 1 & 2. It shall be the responsibility of the Owner of each lot to extend the public wastewater system within the lot being developed according to the requirements of the Line Extension Agreement.

Please let me know if you have any questions.

Sincerely,

Bryan D. Atwood, P.E.
District Engineer

cc: Doug Ogilvy, REDUS Park City LLC
Project File

EXHIBIT K

Flagstaff Annexation and Empire Pass Units and Unit Equivalents Updated for 5.24.17

POD	Single Family	Allowed SF lots	SF Permits	SF CO #'s
A	Banner Wood-platted	6	4	4
B1	Northside-platted	10	10	10
D	Red Cloud-platted	30	12	11
Totals	(Single Family only)	46	26	25

		Square Feet	Units	UE		MF Units	ADA		On Mtn AUE		CO		
POD	Multi-family	Units Approved/Proposed	Platted w/ condo	Platted w/ condo	Approved/Proposed w/ condo or sub	UE Platted with condo	Platted as PUDs	provided/r equired	EHU provided	provided/ proposed	CO UE's	Units	Status
A	Horseshoe Townhouses on Lot 1 VEPN plat TDB	0		0		0	0			0	0	0	Sub Plat under review
A	Lot 3 VEPN plat-(Bldg 3) Proposed	21		0	24.50	0	0	1		1.1 AUE	0	0	Sub Plat under review
A	Lot 2 VEPN plat-(Bldg 4) TBD	0		0		0	0	2		2.0 AUE	0	0	Sub Plat under review
A	Tower Residential- platted lot/no condo plat (Bldg 1)	25		0	38.90	0	0	1		0.75 AUE	0	0	CUP expired/not platted
A	Shooting Star-platted lot and condo (Bldg 2)	21	36,109	21	18.30	18.055	0	1	0	0	18.1	21	Completed
A	One Empire Pass-platted lot and condo (Bldg 5)	27	65,026	27	32.80	32.513	0	1	1	1.125 AUE	0	0	27 Under Construction
A	Silver Strike-platted lot and condo (Bldg 6)	34	71,305	34	35.60	35.653	0	2	1	1.1 AUE	35.7	34	Completed
A	Flagstaff -platted lot and condo (Bldg 7)	37	73,506	37	35.90	36.753	0	2	2	1.6 AUE	36.8	37	Completed
A	Arrow Leaf A-platted lot and condo (Bldg 8)	28	46,458	28	24.50	23.229	0	2	3	2.85 AUE	23.3	28	Completed
A	Arrow Leaf B- platted lot and condo (Bldg 9)	28	48,746	28	25.70	24.373	0	2	0	0	24.4	28	Completed
A	Grand Lodge-platted lot and condo (Bldg H)	27	65,344	27	33.00	32.672	0	2	1	1.2 AUE	32.7	27	Completed
A	Larkspur East Townhouses-all platted/condo (3 duplex = 6 PUD)	15	48,693	15	24.40	24.347	6	0	0	0	24.4	15	Completed
A	Larkspur West Townhouses-all platted/condo	12	41,273	12	20.70	20.637	0	0	0	0	20.7	12	Completed
A	Paintbrush PUDs- all platted /condo	12	63,076	12	31.90	31.538	12	0	0	0	32	12	Completed
A	Belles PUDs- all platted/condo	17	90,000	17	45.00	45	17	0	0	0	37.85	14	14 Completed
B1	Nakoma PUDs- phase 1 platted/condo	17	90,000	17	45.00	45	17	0	0	0	35	13	13 Completed
B1	Ironwood- all platted/condo	24	73,944	23	37.40	36.972	0	1	1	1 AUE	37.1	23	Completed
B2	B2 West Montage- 174 hotel rooms platted(apprvd 192)	hotel rooms		hotel rooms	69.60	72.665	0		0	0	72.4	1	Completed -see note
B2	B2 West Montage condos- platted (apprvd 94)	94	218,669	84	114.00	109.335	0	5	10	7.8 AUE	109.3	84	Completed
B2	B2 East- B2East Subdivision approved/No condo plat yet	70		0	81.00	0	0	2		4.2 AUE	0	0	Sub plat approved
Totals (Multi-family only)		509	1032149	382	738.20	588.742	52	24	19	24.725 AUE 16.675 AUE built to date (on mtn)	539.75	349	
Maximum Allowed by Flagstaff Development Agreement		550		550	785.00	785	60	n/a					
Remaining UE/Units/AUE		41		168	46.80	196.258	8	n/a					

Affordable Housing												
MF Totals by POD only aprvrd or platted (not SF lots)	Units Approved	Units Platted	UE Approved	UE Platted	MF Units as PUD	Total MPD AUE required	Total off Mtn AUE required	Total on Mtn AUE required	Total off Mtn AUE built	Total on Mtn AUE built	Total AUE owed	
A (not including Lot 3 and Tower CUP)	258	258	327.8	324.77	35							
B1	41	40	82.4	81.972	17							
B2 (plus 174 hotel rooms) not including B2East	94	84	183.6	182	0							
A, B1, B2	393	382	593.8	588.742	52							

% of MF units total in Pods A, B1 and B2 that are in POD A
(MPD requires minimum of 50%)

SF- Single family lot/house

MF- Multi-family/condominium units

PUD- Planned Unit Development Style MF

EHU- Employee Housing Unit (no min number)

AUE- Affordable Unit Equivalent (1 AUE = 800 sf)

UE- Unit Equivalent (1 UE = 2,000 sf residential)

ADA- American Disability Act required units

VEPN- Village Empire Pass North Subdivision plat

CO- Certificate of Occupancy (hotel rooms counted as 1 CO total)

Planning Commission Meeting
February 8, 2017
Page 36

16. Requirements of the affordable housing mitigation plan shall be addressed with the Conditional Use Permit and condominium plat. A note shall be included on the plat indicated that the development of Lot 1 has an on-site affordable housing obligation of 4.2 AUE, to be consistent with all requirements of the Flagstaff Affordable Housing Mitigation Plan. All deed restricted units shall be identified on the final condominium plat prior to recordation of such plat.

17. Wastewater service to B2 East Subdivision shall be provided by the Snyderville Basin Water Reclamation District. A Line Extension Agreement approval letter was provided by SBWRD on January 24, 2017. The Owner shall be responsible for extending the public wastewater system within Lot 1 according to requirements of the Line Extension Agreement. Easements associated with this agreement are to be depicted on the plat.

18. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.

19. This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.

20. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.

21. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lot 1, unless otherwise conditioned herein (e.g. soil and mine remediation to be complete prior to building permit issuance). This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement, some of which are triggered by the number of certificates of occupancy issued.

22. A Construction Mitigation Plan shall be submitted with the Conditional Use Permit application and in advance of issuing building permits.

3. **Request for a three lot and one Parcel subdivision plat, known as Village at Empire Pass North Subdivision, located at the intersection of Village Way and**

Marsac Avenue east of the Silver Strike chair lift, to create platted lots within the approved Village at Empire Pass Master Planned Development for Buildings 3 and 4, and for the Horseshoe Parcel townhouses located on the north side of Marsac Avenue across from the base of the Silver Strike chair lift, and to create a platted Parcel of a remnant parcel for ski area uses.
(Application PL-16-03293)

Director Erickson noted that Planner Whetstone and Assistant City Attorney McLean had spent significant time vetting all the remaining density in Empire Pass and allocating it to all the parcels. He stated that these two plats were a good lesson for how things should be done. Instead of waiting for a development to come forward and platting for density, REDUS had agreed to come forward and plat with density first before a conditional use permit. The result was a perfect allocation of where the density units are located and the unit equivalents for affordable housing.

Commissioner Joyce understood that there was a small amount of commercial space that had not been allocated. Planner Whetstone answered yes.

Mr. Ogleby, representing REDUS, stated that there was also residential density not recorded as a plat that would go on the Tower residences, as well as commercial density that will go on the Tower. Planner Whetstone stated that she used what had been approved for the CUP but had not been platted. They were all condominium plats and every square footage of what was recorded was on the plats. They now know exactly how many square feet are there and the number of UEs and units.

Planner Whetstone reviewed the application for a three lot subdivision with a small Parcel A, located at the Silver Strike Lift. Lots 2 and 3 are part of the Village at Empire Master Planned Development. Lodge parcels were approved with the Master Plan but not with the specific density. The applicant was asking for specific density; a UE and no more than a specific number of units for Lot 3. They were not asking for Lot 2 as this time. Lot 1 is identified in the Master Plan as townhouse and PUD style, means they are condominiumized but individual units.

Planner Whetstone reported that for Lot 3 the applicant was requesting 23.5 UEs, configured in no more than 23 individual units. She pointed out that final density and final design was dependent on the conditional use permit.

The Staff had done a full analysis and recommended that the Planning Commission conduct 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 found in the Staff report.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

MOTION: Commissioner Joyce moved to forward a POSITIVE recommendation to the City Council regarding the Village at Empire Pass North Subdivision, pursuant to the Findings of Fact, Conclusions of Law and Conditions of Approval as stated in the draft ordinance. Commissioner Thimm seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – Village at Empire Pass North Subdivision

1. The property is located at Marsac Avenue and Village Way within Pod A of the Master Planned Development for the Village at Empire Pass. Addresses will be assigned prior to plat recordation.
2. The zoning is Residential Development (RD) within Flagstaff Mountain Resort Annexation and Village at Empire Pass MPD area (RD-MPD).
3. On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the Flagstaff Mountain area.
4. Resolution 20-99 granted the equivalent of a “large-scale” master planned development (MPD) and set forth the types and locations of land use, maximum densities, timing of development, development approval process, as well as development conditions and amenities for each parcel.
5. The Flagstaff Development Agreement was subsequently amended and recorded in March of 2007.
6. The Development Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village.
7. The Mountain Village is further constrained to a maximum density of 785 UE configured in no more than 550 dwelling units as multi-family, hotel, or PUD units,

provided the number of PUD units do not exceed 60. The Mountain Village is also allowed 16 single family home sites. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A).

8. There are currently 588.742 UE (382 multi-family units) platted within the Village at Empire Pass (Pods A, B1 and B2).

9. With approval of 23.5 UE (up to a maximum of 23 units) on Lot 3 of the Village at Empire Pass North Subdivision, there will be 612.242 UE platted (up to 405 MF units), and 69.4% of MF units in Pods A, B1 and B2 located within Pod A. If 81 UE (70 units) are also built on Pod B2 (see request for B2 East Subdivision at this same meeting) there will then be a total of 693.242 UE and 475 units with 59.2% of MF units located within Pod A.

10. Upon Conditional Use Permit approval of the 23.5 UE for Lot 3 and 81 UE for B2East, 91.758 UE and 75 dwelling units would remain to be allocated to remaining residential development sites in Pod A. The remaining sites include Lots 1 and 2 of this subdivision, Lodge Building 1 (Tower Residential), and Lots 1 and 2 of the Village at Empire Pass Phase 1 subdivision.

11. The applicant is not requesting allocation of any MPD Resort Support Commercial for this subdivision at this time. There exists a total of 7,287 sf of unallocated Resort Support Commercial that can be allocated within the Village MPD to Pods A, B1, and B2.

12. Accounting of the support commercial, residential accessory space, and support meeting space is finalized at the time of review of the Conditional Use Permits and memorialized with the final condominium plats.

13. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (Pod A), known as the Village Master Planned Development (VMPD) Pod A.

14. The purpose of the VMPD was to establish unit mix and density for the Village Master Plan, as well as addressing overall project infrastructure throughout the Annexation Area. The VMPD established building volumetric diagrams, including specific height exceptions, density, and development location.

15. The Village at Empire Pass West Side Subdivision plat was approved by Council in 2005 and recorded at Summit County on August 12, 2005. This subdivision platted

Lots 12-18 of the VMPD (west side).

16. Village at Empire Pass Phase I Subdivision plat was approved by Council on September 30, 2004 and platted the east side lots. An amended Village at Empire Pass Phase I Subdivision plat was approved on January 6, 2011 and recorded on January 4, 2012.

17. Six lodge buildings have been built to date within Pod A namely Shooting Star, Silver Strike, Flagstaff Lodge (was Snowberry Lodge), Arrowleaf A and Arrowleaf B, and Grand Lodge. A seventh building, One Empire Pass is currently under construction. Additionally, Larkspur East and Larkspur West Townhouses (attached homes), Paintbrush and Belles PUD style homes, and six single family homes in Banner Wood are platted within Pod A. Of these units, one Belles PUD unit and 2 Banner Wood single family units are remaining to be permitted and constructed. Additionally 4 PUD units within Nakoma in Pod B1 are remaining to be permitted and constructed.

18. Three of the large lodge buildings (Buildings 1, 3, and 4) as well as additional townhouse and PUD style units remain to be constructed within the Village MPD Pod A.

19. The proposed subdivision consists of property that is currently described by metes and bounds. The request is for a 3.0 acre Lot 1, for future townhouse and PUD units, a 1.57 acre Lot 2 for Lodge Building 4, a 0.67 acre Lot 3 for future Lodge Building 3, and a 0.10 acre Parcel A. The property consists of a total of 5.34 acres.

20. Lots 1 and 2 have frontage on Marsac Avenue, a State Highway. Lot 3 has frontage on Village Way, a private street. Lot 2 also has frontage on Village Way. Parcel A has access to Village via a proposed access easement across Lot 2.

21. Lots 2 and 3 will take access off Village Way. Location of access off Marsac Avenue requires review and approval by UDOT and the City Engineer, as Marsac Avenue is currently a state highway.

22. A Conditional Use Permit (CUP) is required prior to construction of the Lodge Buildings, PUD units, and townhouses.

23. Utilities are available to the lots. SBWRD recommended conditions and plat notes to address their concerns.

24. All existing and required easements will be recorded on the plat, including utilities,

storm drainage, access, snow storage, etc. No changes are proposed to existing streets.

25. Final utility plans are required to be submitted with the Conditional Use Permit based on the proposed configuration of units and buildings. Additional off-site utility easements maybe required and will have to be recorded prior to issuance of building permits.

26. There is no minimum or maximum lot size or lot width in the RD District.

27. All applicable requirements of Land Management Code apply, unless otherwise allowed per the Flagstaff Development Agreement and the Village at Empire Pass MPD.

28. A height exception and building volumetric were approved with the Village at Empire Pass Pod A Master Planned Development for the Lodge Buildings (Lots 2 and 3).

29. The final Mylar plat is required to be approved and signed by the Snyderville Basin Water Reclamation District prior to recordation to ensure that requirements of the District are addressed.

30. Snow storage area is required along public streets and rights-of-way due to the possibility of large amounts of snowfall in this location.

31. On site affordable housing requirements are required by the Flagstaff Development-Affordable Housing Technical Report. This plat identifies an on-site housing obligation of 1.1 AUE for Lot 3 and 2.0 AUE for Lot 2 (per requirements of the Affordable Housing Mitigation Plan) to be incorporated into MPD Lodge Buildings 3 and 4 and noted on the plat. Also 0.84 AUE are an outstanding requirement of the Tower Residences to be constructed in MPD Lodge Building 1. No AUE are planned or identified for Lot 1 of this subdivision.

32. Requirements of the Flagstaff Agreement will be reviewed and verified for compliance during the Conditional Use Permit applications reviewed for development on Lots 1, 2 and 3. This transportation, affordable housing, environmental, transfer fees, construction mitigation, and others as may apply. Some of these obligations are triggered by the number of certificates of occupancy issued.

33. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law – Village at Empire Pass North Subdivision

1. There is good cause for this subdivision plat.
2. The subdivision plat is consistent with the Park City Land Management Code and applicable State law regarding subdivisions, the Park City General Plan, and the Village at Empire Pass Master Planned Development.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. Approval of the subdivision, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – Village at Empire Pass North Subdivision

1. The 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 Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void unless a written request for an extension is submitted to the City prior to the expiration date and the City Council grants an extension.
3. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain (recorded at Summit County on March 2, 2007), and associated Technical Reports and Agreements, continue to apply.
4. The plat will note that conditions of approval of the Village at Empire Pass Master Planned Development (Pod A) shall continue to apply.
5. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
6. Non-exclusive public utility easements (PUE) shall be indicated on the plat prior to recordation as approved by the City Engineer and SBWRD, including drainage easements.

7. A financial security to guarantee for the installation of any required public improvements is required prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer.
8. A ten foot (10') wide snow storage easement is required along the private street frontages of the lots and a ten (10') wide public snow storage easement is required along public street frontages.
9. Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit. A note stating this shall be on the plat.
10. Prior to building permit issuance, documentation from UDOT showing approval of access to Lot 1 off Marsac Avenue is required. If documentation does not exist, a new application shall be submitted to UDOT for approval of the curb cut location. This approval shall be submitted to the City Engineer.
11. Any proposed curb cuts for access directly to Marsac Avenue, a state highway, must be approved by the City Engineer and UDOT.
12. A Conditional Use Permit approval is required prior to issuance of building permits on Lots 1, 2 and 3.
13. A final grading and utility plan, including storm water and drainage plans, shall be submitted with the Conditional Use Permits for development on Lots 1, 2 and 3, for approval by the City Engineer and SBWRD. No building permits shall be issued until all necessary utility easements are recorded.
14. A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.
15. All requirements of the affordable housing mitigation plan shall be addressed with the Conditional Use Permit and condominium plat. A note shall be included on the plat indicated that the development of Lot 3 has an on-site affordable housing obligation of 1.1 AUE and Lot 2 has an on-site affordable housing requirement of 2.0 AUE, to be consistent with all requirements of the Flagstaff Affordable Housing Mitigation Plan. Lot 1 has no on-site obligation. All deed restricted units shall be identified on the final condominium plats prior to recordation of such plats.
16. Wastewater service to Village at Empire Pass North Subdivision shall be provided by the Snyderville Basin Water Reclamation District. A Line Extension Agreement with

the District may be required for Lot 1. If a line extension is necessary, it shall be the responsibility of the Owner to extend the public wastewater system within Lot 1 according to the requirements of the Line Extension Agreement.

17. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.

18. This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.

19. The CC&Rs shall provide notice and process for the tracking and collection of the Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.

20. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lots 1, 2, and 3, unless otherwise conditioned herein. This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement, some of which are triggered by the number of certificates of occupancy issued.

21. A Construction Mitigation Plan shall be submitted with the Conditional Use Permit applications and in advance of issuing building permits.

The Park City Planning Commission Meeting adjourned at 7:45 p.m.

Approved by Planning Commission: _____

Kirsten Whetstone

From: Doug Clyde <dclyde@allwest.net>
Sent: Wednesday, May 03, 2017 8:09 PM
To: Bruce Erickson; Kirsten Whetstone
Subject: Pod A proposed plats
Attachments: ski easement.pdf

Kirsten and Bruce, I happened to notice the Wells Fargo plating the other night in part because I had done some work for Ladd in the past on the Marsac Claim. I have since talked to Ladd and know that he has meet with you, but in further researching the properties, I think there is a significant problem with the Wells plat regarding the ski easements. It's a bit of a complex issue but essentially there is a "protection strip" that prevents the ski easement from reaching the Marsac claim. The inherent problem with that is that the Marsac has density assigned to it as part of the annexation process, yet it is being denied connection to skiing, trails, transit and all things "village" within Pod A which is, in and of itself, contrary to the uses in Pod A or Empire Pass for that matter as it isolates recreational property from the recreation. I don't know what the intend of Olgosby was in not showing the easement on the proposed plat, but as its absence is contrary to law, it is possible that he did not want to draw attention to the "protection strip", which again, is contrary to the City's interest which is to make the MPD work for all the development in the annexation area irrespective of disputes between property owners that are now ancient history.

It is also of note that the protection strip does not show up on One Empire, but instead, is drawn all the way to the edge of the Marsac, but at the same time makes reference to the easement. As One Empire choose to directly reference the easement as oppose to grant one, I think that legally it does not go to the property line as drawn, but follows the description as referenced (see attached). Allowing Wells to do the same slight of hand would be contrary to the public's interest which is the basis for approving Empire Pass which is the benefit of recreation properties to the City.

While this may seem a nit, this is the only time that the City will have to correct this problem, so I think we need to discuss. Thanks for your consideration. Doug

Douglas Clyde
Mountain Resort Consulting
P.O. Box 561
Oakley, Utah 84055
435 333 8001 office
435 513 0046 cell

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When recorded, return to:
David J. Smith
890 Main St., Suite 5109
Post Office Box 4349
Park City, Utah 84060

ALAN SPRIGGS, SUMMIT CO RECORDER
2005 NOV 29 14:09 PM FEE \$33.00 BY BW
REQUEST: PARK CITY TITLE COMPANY
Electronically Recorded by Simplifile

DECLARATION OF RESTRICTIONS AND EASEMENTS

This Declaration of Restrictions and Easements ("Declaration") is dated as of this 29th day of November, 2005, and is made by MOUNTAIN DEVELOPMENTS I, Inc., a Delaware corporation ("MDI"); EMPIRE MOUNTAIN VILLAGE II, LLC, a Delaware limited liability company ("EMV"); IRONWOOD CPI EMPIRE PASS, LLC, a Delaware limited liability company ("Ironwood") and DEER VALLEY RESORT COMPANY, a Utah partnership ("DVRC") with reference to the following:

RECITALS:

A. EMV is the owner of Lots 13 and 15, the Village at Empire Pass – West Side, according to the official plat thereof as filed in the records of Summit County, Utah.

B. Ironwood is the owner of Lot 14, the Village at Empire Pass – West Side, according to the official plat thereof as filed in the records of Summit County, Utah.

C. MDI is the owner of certain property immediately adjacent to portions of Lots 14 and 15, commonly known as the "Lodge 4 Property".

C. Lots 13, 14 and 15 adjoin a ski lift and ski trails operated by DVRC at the Deer Valley Ski Resort. EMV, Ironwood, and DVRC desire and intend that a buffer zone be established on the easterly portions of Lots 13, 14, 15 to regulate the construction of hard surfaces or obstructions that might interfere with or pose a hazard to skiers.

D. MDI, EMV, and Ironwood desire to provide a skiway easement affecting portions of Lots 14, 15 and the Lodge 4 Property for the purpose of providing access to the adjoining skiway and the base of the Silver Strike Chairlift operated by DVRC.

NOW, THEREFORE, for good and valuable consideration and for the purposes recited above MDI, EMV, and Ironwood declare as follows:

1. Declaration of Skiway Buffer Zone. EMV, as the owner of Lots 13 and 15, and Ironwood, as the owner of Lot 14, hereby declare, establish, and create a Skiway Buffer Zone on, over and across their respective Lots in the locations more particularly described on Exhibit A hereto and identified in the drawing attached as Exhibit C hereto, and declare that, without the prior written consent of DVRC, (a) no above-ground improvements may be constructed or maintained within the Skiway Buffer Zone, and (b) no trees or other above-ground landscaping obstructions may be maintained in the Skiway Buffer Zone except for natural or other grasses, flowers and the like which will not interfere with or present a hazard to skiers.

BK1754 PG1096

2. Declaration of Ski Easements. MDI, as the owner of the Lodge 4 Property, EMV, as the owner of Lot 15, and Ironwood, as the owner of Lot 14 hereby declare, establish, and create ski easements over and across the portions of their respective property as more particularly described in Exhibit B hereto and identified on Exhibit C hereto (such portions collectively, the "Ski Easement Area"), for the purpose of providing property owners (and their invitees) adjacent to the Ski Easement Area and skiers at the Deer Valley Resort with access to and from adjoining skyways, the Deer Valley Ski trails, and the Silver Strike Chairlift. The easements established by this Section 2 shall burden the Ski Easement Area and benefit Lots 14 and 15. Such easements are intended only for the use and benefit of the owners of any interest in Lots 14 or 15, DVRC and their respective guests and invitees using the adjoining skiways and the Silver Strike Chairlift.

3. Miscellaneous.

a. Successors and Assigns. The declarations, restrictions, and easements established hereby shall be appurtenant to the benefited Lots as described above and shall constitute a covenant running with the land for the benefit of those Lots, and shall burden the lands described on Exhibits A and B hereto and shown on Exhibit C hereto. Such declarations, restrictions and easements shall apply to and bind the respective successors in interest to the Lots described above.

b. Governing Law. This Declaration shall be governed by, and constructed in accordance with, the laws of the State of Utah.

c. Counterparts. This Declaration may be executed in one or more counterparts, which together shall constitute a single agreement.

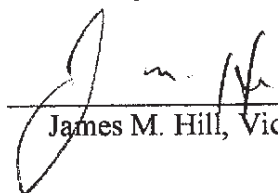
IN WITNESS WHEREOF, MDI, EMV, and Ironwood have caused this Declaration to be executed as of the date first above written.

MOUNTAIN DEVELOPMENTS I, Inc., a
Delaware corporation

By: 
David J. Smith, Authorized Signing Officer

EMPIRE MOUNTAIN VILLAGE II, a Delaware
limited liability company

By HF Holdings Corp. III, Manager

By: 
James M. Hill, Vice President

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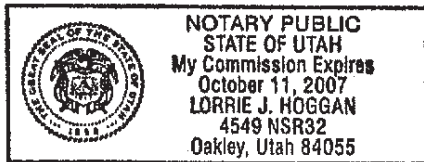
00760062

IRONWOOD CPI EMPIRE PASS, LLC, a
Delaware limited liability company

By: [Signature]
Manager

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

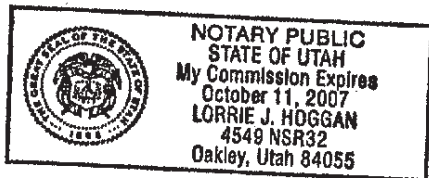
The foregoing instrument was acknowledged before me on the 28th day of
November, 2005, by David J. Smith, an Authorized Signing Officer of Mountain
Developments I, Inc., a Delaware corporation, the signer of the foregoing instrument.



[Signature]
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me on the 28th day of
November, 2005, by James M. Hill, the Vice President of HF Holdings Corp. III, a Colorado
corporation, the signer of the foregoing instrument.



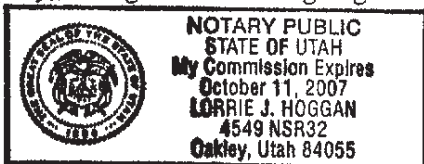
[Signature]
Notary Public

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00760062

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

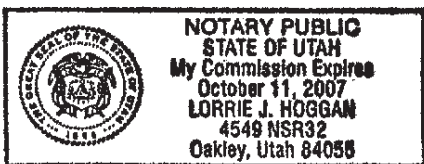
The foregoing instrument was acknowledged before me on the 29th day of November 2005, by Jack Roson, the Manager of Ironwood CPI Empire Pass, LLC, a Delaware limited liability company, the signer of the foregoing instrument.



Lorrie J. Hoggan
Notary Public

The foregoing Declaration of Restrictions and Easements is hereby agreed to and acknowledged by Deer Valley Resort Company.

DEER VALLEY RESORT COMPANY, a Utah
Limited Partnership, by



Royal Street of Utah, General Partner

By: Robert Wells
Its: VICE-PRESIDENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me on the 11th day of November 2005, by Robert Wells, the Vice President of Deer Valley Resort Company, the signer of the foregoing instrument.

Lorrie J. Hoggan
Notary Public

BK1754 PG1099

EXHIBIT A

Description of Skiway Buffer Zone

Over Lot 13:

A parcel of land located in the northwest quarter of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is South 88°09'24" West 11.37 feet along section line and South 151.58 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on the easterly boundary of Lot 13, The Village at Empire Pass, West Side, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded August 12, 2005, as entry #746744, and running thence along the easterly boundary of said Lot 13 South 03°43'15" West 233.71 feet to the southeasterly corner of said Lot 13; thence along the southerly boundary of said Lot 13 North 86°18'40" West 15.00 feet; thence North 03°43'15" East 218.14 feet; thence North 16°09'15" West 20.97 feet; thence North 14°36'58" West 36.45 feet; thence North 12°18'46" West 23.41 feet; thence North 37°17'30" East 7.76 feet to the northerly boundary of said Lot 13; thence along the northerly and easterly boundaries of said Lot 13 the following three (3) courses: 1) North 78°02'08" East 5.80 feet to a point on a non tangent curve to the left having a radius of 250.00 feet, of which the radius point bears North 78°02'08" East; thence 2) southerly along the arc of said curve 64.31 feet through a central angle of 14°44'23" to a point of reverse curve to the right having a radius of 79.77 feet, of which the radius point bears South 63°17'44" West; thence 3) southeasterly along the arc of said curve 11.44 feet through a central angle of 08°13'06" to the point of beginning.

VEPWS-13

Description contains 0.11 acres, more or less.

Over Lot 14

A parcel of land located in the northwest quarter of Section 28 and the southwest quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is South 88°09'24" West 37.01 feet along section line and South 79.68 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being the southeastern corner of Lot 14, The Village at Empire Pass, West Side, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded August 12, 2005, as entry #746744, and running thence along the southerly boundary of said Lot 14 South 78°02'08" West 5.80 feet; thence North 17°15'39" West 91.17 feet to a point on a curve to the left having a radius of 63.76 feet, of which the radius point bears South 72°44'21" West; thence along the arc of said curve 9.70 feet through a central angle of 08°43'13" to a point of reverse curve to the right having a radius of 164.81 feet, of which the radius point bears North 64°01'08" East; thence northerly along the arc of said curve 34.95 feet through a central angle of 12°09'04" to a point of compound curve to the right having a radius of 75.00 feet, of which the radius point bears North 76°10'12" East; thence

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northerly along the arc of said curve 20.95 feet through a central angle of $16^{\circ}00'23''$ to a point of compound curve to the right having a radius of 100.00 feet, of which the radius point bears South $87^{\circ}49'25''$ East; thence northerly along the arc of said curve 40.67 feet through a central angle of $23^{\circ}18'16''$; thence North $25^{\circ}28'51''$ East 62.69 feet to the northerly boundary of said Lot 14; thence along the northerly boundary of said Lot 14 South $83^{\circ}17'10''$ East 2.58 feet; thence South $15^{\circ}12'43''$ West 64.29 feet to a point on a curve to the left having a radius of 100.00 feet, of which the radius point bears South $74^{\circ}47'17''$ East; thence along the arc of said curve 52.07 feet through a central angle of $29^{\circ}50'00''$ to a point of compound curve to the left having a radius of 150.00 feet, of which the radius point bears North $75^{\circ}22'43''$ East; thence southerly along the arc of said curve 29.88 feet through a central angle of $11^{\circ}24'50''$ to a point of reverse curve to the right having a radius of 100.00 feet, of which the radius point bears South $63^{\circ}57'53''$ West; thence southerly along the arc of said curve 35.75 feet through a central angle of $20^{\circ}28'56''$ to the easterly boundary of said Lot 14; thence along the easterly boundary of said Lot 14 the following two (2) courses: 1) South $05^{\circ}33'11''$ East 40.81 feet to a point on a curve to the left having a radius of 250.00 feet, of which the radius point bears North $84^{\circ}26'49''$ East; thence 2) along the arc of said curve 27.98 feet through a central angle of $06^{\circ}24'41''$ to the point of beginning.

VEPWS-14

Description contains 0.08 acres, more or less.

Over Lot 15:

A parcel of land located in the southwest quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is South $88^{\circ}09'24''$ West 6.86 feet along section line and North 266.25 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South $27^{\circ}16'27''$ West 52.45 feet to a point on a curve to the left having a radius of 165.00 feet, of which the radius point bears South $62^{\circ}43'33''$ East; thence along the arc of said curve 59.21 feet through a central angle of $20^{\circ}33'37''$ to the southerly boundary of Lot 15, The Village at Empire Pass, West Side, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded August 12, 2005, as entry #746744; thence along the southerly boundary of said Lot 15 North $83^{\circ}17'10''$ West 2.58 feet; thence North $23^{\circ}34'58''$ West 13.90 feet to a point on a non tangent curve to the right having a radius of 175.00 feet, of which the radius point bears South $79^{\circ}21'15''$ East; thence northerly along the arc of said curve 50.79 feet through a central angle of $16^{\circ}37'42''$; thence North $27^{\circ}16'27''$ East 51.38 feet; thence South $68^{\circ}50'00''$ East 10.06 feet to the point of beginning.

VEPWS-15

Description contains 0.02 acres, more or less.

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EXHIBIT B

Description of Ski Easement Area

Over Lot 14:

A parcel of land located in the northwest quarter of Section 28 and the southwest quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is South 88°09'24" West 31.25 feet along section line and North 103.13 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the easterly boundary of Lot 14, The Village at Empire Pass, West Side, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded August 12, 2005, as entry #746744, and running thence along the boundary of said Lot 14 the following two (2) courses: 1) North 86°16'45" West 25.33 feet; thence 2) South 05°33'11" East 116.93 feet to a point on a non tangent curve to the left having a radius of 100.00 feet, of which the radius point bears South 84°26'49" West; thence northerly along the arc of said curve 35.75 feet through a central angle of 20°28'56" to a point of reverse curve to the right having a radius of 150.00 feet, of which the radius point bears North 63°57'53" East; thence northerly along the arc of said curve 29.88 feet through a central angle of 11°24'50" to a point of compound curve to the right having a radius of 100.00 feet, of which the radius point bears North 75°22'43" East; thence northerly along the arc of said curve 52.07 feet through a central angle of 29°50'00"; thence North 15°12'43" East 64.29 feet to the northerly boundary of said Lot 14; thence along the northerly and easterly boundaries of said Lot 14 the following four (4) courses: 1) South 83°17'10" East 15.00 feet to a point on a non tangent curve to the left having a radius of 150.00 feet, of which the radius point bears South 83°17'10" East; thence 2) southerly along the arc of said curve 22.01 feet through a central angle of 08°24'20" to a point of compound curve to the left having a radius of 300.00 feet, of which the radius point bears North 88°18'30" East; thence 3) southerly along the arc of said curve 20.22 feet through a central angle of 03°51'42"; thence 4) South 05°33'11" East 17.15 feet to the point of beginning.

VEPWS-1A

Description contains 0.06 acres, more or less.

Over Lot 15:

A parcel of land located in the south half of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 88°09'24" East 7.21 feet along section line and North 260.35 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on the easterly boundary of Lot 15, The Village at Empire Pass, West Side, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded August 12, 2005, as entry #746744; and running thence along the easterly and southerly boundaries of said Lot 15 the following three (3) courses: 1) South 27°16'27" West 54.05 feet to a point on a curve to the left having a radius of 150.00

feet, of which the radius point bears South 62°43'33" East; thence 2) along the arc of said curve 53.83 feet through a central angle of 20°33'37"; thence 3) North 83°17'10" West 15.00 feet to a point on a non tangent curve to the right having a radius of 165.00 feet, of which the radius point bears South 83°17'10" East; thence northerly along the arc of said curve 59.21 feet through a central angle of 20°33'37"; thence North 27°16'27" East 52.45 feet; thence South 68°50'00" East 15.09 feet to the point of beginning.

VEPWS-15

Description contains 0.04 acres, more or less.

Over Lodge 4 Property:

A parcel of land located in the south half of Section 21, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:

Beginning at a point that is North 88°09'24" East 11.90 feet along section line and North 258.39 feet from the north quarter corner of Section 28, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 27°16'27" West 54.59 feet to a point on a curve to the left having a radius of 145.00 feet, of which the radius point bears South 62°43'33" East; thence along the arc of said curve 73.30 feet through a central angle of 28°57'57" to a point of compound curve to the left having a radius of 295.00 feet, of which the radius point bears North 88°18'30" East; thence southerly along the arc of said curve 11.41 feet through a central angle of 02°12'56"; thence South 85°21'34" West 5.00 feet to a point on a non tangent curve to the right having a radius of 300.00 feet, of which the radius point bears North 86°04'51" East, said point also being on the easterly boundary of Lot 14, The Village at Empire Pass, West Side, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded August 12, 2005, as entry #746744; thence along the easterly boundary of said Lot 14 the following two (2) courses: 1) northerly along the arc of said curve 11.66 feet through a central angle of 02°13'40" to a point of compound curve to the right having a radius of 150.00 feet, of which the radius point bears North 88°18'30" East; thence 2) northerly along the arc of said curve 22.01 feet through a central angle of 08°24'20" to the southeasterly corner of Lot 15, The Village at Empire Pass, West Side, according to the official plat thereof on file and of record in the office of the recorder, Summit County, Utah, recorded August 12, 2005, as entry #746744, said point being on a curve to the right having a radius of 150.00 feet, of which the radius point bears South 83°17'10" East; thence along the arc of said curve 53.83 feet through a central angle of 20°33'37"; thence North 27°16'27" East 54.05 feet; thence South 68°50'00" East 5.03 feet to the point of beginning.

S-98

Description contains 0.02 acres, more or less.

BK1754 PG1103

00760062

EXHIBIT C

Map Showing Location of Skiway Buffer Zone and Ski Easement Area

BK1754 PG1104

00760062

Planning Commission Meeting
May 24, 2017
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shall continue to apply.

4. No building permit may be granted until after this plat amendment has been recorded. Once the deck area is recorded as limited common area, both the unit owner and the HOA must be the applicant for any building permit pulled for the deck area.

5. **Request for a four lot subdivision plat, known as Village at Empire Pass North Subdivision, located at the intersection of Village Way and Marsac Avenue east of the Silver Strike chair lift, to create 3 development lots for the Village at Empire Pass Master Planned Development and one lot for ski area related uses. (Application PL-16-03293)**

Doug Ogilvy, presenting the property owner, Rudus Park City, was available to answer questions.

Planner Kirsten Whetstone stated that this was one of the last subdivisions in the areas that are allowed to have units or unit equivalents that had not been platted. Each of the lots will require a conditional use permit and a condominium plat. All of the square footage is documented and recorded in the County.

Planner Whetstone stated that the parcel is approximately 9-1/2 acres. The request is for a three-lot development. Lots 2 and 3 are part of the Village Master Plan Development and they were identified for lodge buildings. In this case the applicant also has a development covenant with the perspective buyer on 24.5 unit equivalents; and requested that it be referenced on the plat. She noted that the plat note has been added since the last meeting.

Planner Whetstone remarked that Lot 1 was for the townhouse units attached in a configuration to be approved by the Planning Commission as a conditional use permit before moving forward.

Planner Whetstone referred to Exhibit K, which was the chart she presented at the last meeting with modifications based on the Commissioners comments at the last meeting. She had removed the Employee Housing Units (EHUs) for the ones that had not yet been built. She explained that the Staff likes to keep track of the number of actual units as opposed to just the Affordable Unit Equivalents.

Planner Whetstone recalled that prior to the meeting on May 10th there was an issue with a skier easement and having the correct documentation. The item was continued to this meeting to give the Staff the opportunity to verify the documentation.

Chair Strachan asked Planner Whetstone to point to the location of the Silver Strike lift to help orient the Commissioners. Chair Strachan asked if Doug Clyde's question was how to get skiers on to Lot 2 from the base of Silver Strike. Planner Whetstone replied that Doug Clyde's question related to the parcel to the north of Lot 2, which is the Marsac Mine claim parcel. There is a one-foot detection strip and the recorded document says that in this master plan they needed to provide the skier easements to these lifts within the Village at Empire Pass. That recordation was included in the Staff report. The person Mr. Clyde was representing felt that he should have access to it. Planner Whetstone remarked that even without the protection strip, Mr. Clyde's client would not have access to the easement unless he negotiates access with Lot 2.

Chair Strachan asked for the purpose of the protection strip. Planner Whetstone assumed that if someone wanted to access the Marsac Claim they would need to negotiate with that property owner. She had asked the applicant if they could take it to the property line so it would show on the plat, but if someone wanted to renegotiate and have a recorded document to say that the mine claim can access the easement, then the easement would be there. Planner Whetstone stated that she had done the research with the City Attorney. She had also provided the history on the Marsac Claim because Mr. Clyde had said that it was a recreation parcel and should have access to the ski lift. Planner Whetstone thought it was clear from the 2004 Minutes that it was not part of this master plan. Even though it was annexed and part of it was zoned in the RD zone, it was not part of the master planned development that allowed the skiing access.

Director Erickson explained that approval of this plat as proposed with the findings of fact, conclusions of law in the ordinance would not affect the development rights in this parcel. He noted that page 337 of the Staff report showed the mine claim. The Staff believed that the idea was to do the annexation and to bring in all the mine claims and all the issues at one time. However, since this particular claim did not want to be party to the development agreement, they would have to negotiate their access rights and development rights independent of the Empire Pass Development Agreement. The Staff came to that conclusion based on Planner Whetstone's research.

Planner Whetstone reviewed Exhibit K and noted that the first column were the units that were approved or proposed, which showed 509 units, including the 21 units identified for Lot 2, and including the 70 units for B-2 East. They are only allowed 550 individual units, so there were only 41 units remaining. Planner Whetstone reviewed the column of UEs and noted that 785 UEs were allowed in this master plan, not including the single family in Pod D. She noted that 738.2 UEs have either been approved or proposed with either a condominium or a subdivision; leaving 46.8 UEs remaining to be identified.

Director Erickson noted that the table in Exhibit K would help track the next round of approvals. He explained that the way the Development Agreement was written, it was a combination of Unit Equivalents and total number of units. There are slightly more unit equivalents because they wanted a mechanism where units could become larger.

The Staff recommended that the Planning Commission conduct a public hearing and consider forwarding a positive recommendation to the City Council for the four lot subdivision plat in accordance with the Findings of Fact, Conclusions of Law and Conditions of Approval found in the draft ordinance.

Commissioner Campbell wanted to know how much weight Exhibit K will hold in the future. He assumed that the applicant stipulated that the numbers were correct, but there was no way to confirm them. He recognized the hours of work that Planner Whetstone had put into preparing the table. Commissioner Campbell asked if in the future they should look to Exhibit K rather than looking back at the original plat.

Assistant City Attorney McLean remarked that Exhibit K was a reflection of all the documents, but it was not a formally approved document and there could be errors. It was only a reflection of what has been platted.

Mr. Ogilvy stated that there is documentation that cross checks back to the other documents. There would have to be a compelling reason for someone to think that there was an error in the table. Ms. McLean remarked that the underlying documents really control. The table is useful but only because it reflects the documents.

Planner Whetstone stated that something similar was done for the Deer Valley MPD that was approved by the Planning Commission. It identifies every parcel in Deer Valley, what was allocated, and what was built. She clarified that Exhibit K was prepared from all of the ordinances, the recorded plats, the Minutes showing the number of units approved, and the plat showing what was actually platted.

Chair Strachan opened the public hearing.

There were no comments.

Chair Strachan closed the public hearing.

MOTION: Commissioner Phillips moved to forward a POSITIVE recommendation to the City Council regarding the Village at Empire Pass North Subdivision Plat, pursuant to the findings of fact, conclusions of law, and conditions of approval in the draft ordinance. Commissioner Band seconded the motion.

VOTE: The motion passed unanimously.

Findings of Fact – Village at Empire Pass North Subdivision Plat

1. The property is located at Marsac Avenue and Village Way within Pod A of the Master Planned Development for the Village at Empire Pass. Addresses will be assigned prior to plat recordation.
2. The zoning is Residential Development (RD) within Flagstaff Mountain Resort Annexation and Village at Empire Pass MPD area (RD-MPD).
3. On June 24, 1999, Council adopted Ordinance 99-30 and Resolution 20-99 approving the annexation and development agreement for the Flagstaff Mountain area.
4. Resolution 20-99 granted the equivalent of a “large-scale” master planned development (MPD) and set forth the types and locations of land use, maximum densities, timing of development, development approval process, as well as development conditions and amenities for each parcel.
5. The Flagstaff Development Agreement was subsequently amended and recorded in March of 2007.
6. The Development Agreement specifies that a total of 87 acres, within three development pods (A, B1 and B2), of the 1,750 acres of annexation property may be developed for the Mountain Village.
7. The Mountain Village is further constrained to a maximum density of 785 UE configured in no more than 550 dwelling units as multi-family, hotel, or PUD units, provided the number of PUD units do not exceed 60. The Mountain Village is also allowed 16 single family home sites. At least 50% of the residential units within the Mountain Village must be clustered within the primary development pod (Pod A).
8. There are currently 588.742 UE (382 multi-family units) platted within the Village at Empire Pass (Pods A, B1 and B2).
9. With approval of 23.5 UE (up to a maximum of 23 units) on Lot 3 of the Village at Empire Pass North Subdivision, there will be 612.242 UE platted (up to 405 MF units), and 69.4% of MF units in Pods A, B1 and B2 located within Pod A. If 81 UE (70 units) are also built on Pod B2 (see request for B2 East Subdivision at this same

meeting) there will then be a total of 693.242 UE and 475 units with 59.2% of MF units located within Pod A.

10. Upon Conditional Use Permit approval of the 23.5 UE for Lot 3 and 81 UE for B2East, 91.758 UE and 75 dwelling units would remain to be allocated to remaining residential development sites in Pod A. The remaining sites include Lots 1 and 2 of this subdivision, Lodge Building 1 (Tower Residential), and Lots 1 and 2 of the Village at Empire Pass Phase 1 subdivision.

11. The applicant is not requesting allocation of any MPD Resort Support Commercial for this subdivision at this time. There exists a total of 7,287 sf of unallocated Resort Support Commercial that can be allocated within the Village MPD to Pods A, B1, and B2.

12. Accounting of the support commercial, residential accessory space, and support meeting space is finalized at the time of review of the Conditional Use Permits and memorialized with the final condominium plats.

13. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (Pod A), known as the Village Master Planned Development (VMPD) Pod A.

14. The purpose of the VMPD was to establish unit mix and density for the Village Master Plan, as well as addressing overall project infrastructure throughout the Annexation Area. The VMPD established building volumetric diagrams, including specific height exceptions, density, and development location.

15. The Village at Empire Pass West Side Subdivision plat was approved by Council in 2005 and recorded at Summit County on August 12, 2005. This subdivision platted Lots 12-18 of the VMPD (west side).

16. Village at Empire Pass Phase I Subdivision plat was approved by Council on September 30, 2004 and platted the east side lots. An amended Village at Empire Pass Phase I Subdivision plat was approved on January 6, 2011 and recorded on January 4, 2012.

17. Six lodge buildings have been built to date within Pod A namely Shooting Star, Silver Strike, Flagstaff Lodge (was Snowberry Lodge), Arrowleaf A and Arrowleaf B, and Grand Lodge. A seventh building, One Empire Pass is currently under construction. Additionally, Larkspur East and Larkspur West Townhouses (attached homes), Paintbrush and Belles PUD style homes, and six single family homes in Banner

Wood are platted within Pod A. Of these units, one Belles PUD unit and 2 Banner Wood single family units are remaining to be permitted and constructed. Additionally 4 PUD units within Nakoma in Pod B1 are remaining to be permitted and constructed.

18. Three of the large lodge buildings (Buildings 1, 3, and 4) as well as additional townhouse and PUD style units remain to be constructed within the Village MPD Pod A.

19. The proposed subdivision consists of property that is currently described by metes and bounds. The request is for a 3.0 acre Lot 1, for future townhouse and PUD units, a 1.57 acre Lot 2 for Lodge Building 4, a 0.67 acre Lot 3 for future Lodge Building 3, and a 0.10 acre Parcel A. The property consists of a total of 5.34 acres.

20. Lots 1 and 2 have frontage on Marsac Avenue, a State Highway. Lot 3 has frontage on Village Way, a private street. Lot 2 also has frontage on Village Way. Parcel A has access to Village via a proposed access easement across Lot 2.

21. Lots 2 and 3 will take access off Village Way. Location of access off Marsac Avenue requires review and approval by UDOT and the City Engineer, as Marsac Avenue is currently a state highway.

22. A Conditional Use Permit (CUP) is required prior to construction of the Lodge Buildings, PUD units, and townhouses.

23. Utilities are available to the lots. SBWRD recommended conditions and plat notes to address their concerns. storm drainage, access, snow storage, etc. No changes are proposed to existing streets.

24. All existing and required easements will be recorded on the plat, including utilities, storm drainage, access, snow storage, etc. No changes are proposed to existing streets.

25. Final utility plans are required to be submitted with the Conditional Use Permit based on the proposed configuration of units and buildings. Additional off-site utility easements maybe required and will have to be recorded prior to issuance of building permits.

26. There is no minimum or maximum lot size or lot width in the RD District.

27. All applicable requirements of Land Management Code apply, unless otherwise allowed per the Flagstaff Development Agreement and the Village at Empire Pass MPD.

28. A height exception and building volumetric were approved with the Village at Empire Pass Pod A Master Planned Development for the Lodge Buildings (Lots 2 and 3).

29. The final Mylar plat is required to be approved and signed by the Snyderville Basin Water Reclamation District prior to recordation to ensure that requirements of the District are addressed.

30. Snow storage area is required along public streets and rights-of-way due to the possibility of large amounts of snowfall in this location.

31. On site affordable housing requirements are required by the Flagstaff Development-Affordable Housing Technical Report. This plat identifies an on-site housing obligation of 1.1 AUE for Lot 3 and 2.0 AUE for Lot 2 (per requirements of the Affordable Housing Mitigation Plan) to be incorporated into MPD Lodge Buildings 3 and 4 and noted on the plat. Also 0.84 AUE are an outstanding requirement of the Tower Residences to be constructed in MPD Lodge Building 1. No AUE are planned or identified for Lot 1 of this subdivision.

32. Requirements of the Flagstaff Agreement will be reviewed and verified for compliance during the Conditional Use Permit applications reviewed for development on Lots 1, 2 and 3. This transportation, affordable housing, environmental, transfer fees, construction mitigation, and others as may apply. Some of these obligations are triggered by the number of certificates of occupancy issued.

33. All findings within the Analysis section and the recitals above are incorporated herein as findings of fact.

Conclusions of Law – Village at Empire Pass North Subdivision

1. There is good cause for this subdivision plat.
2. The subdivision plat is consistent with the Park City Land Management Code and applicable State law regarding subdivisions, the Park City General Plan, and the Village at Empire Pass Master Planned Development.
3. Neither the public nor any person will be materially injured by the proposed subdivision.
4. Approval of the subdivision, subject to the conditions stated below, does not

adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval – Village at Empire Pass North Subdivision

1. The 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 Summit County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void unless a written request for an extension is submitted to the City prior to the expiration date and the City Council grants an extension.
3. All applicable conditions, regulations, requirements, and stipulations of the Amended and Restated Development Agreement for Flagstaff Mountain, Bonanza Flats, Richardson Flats, The 20-Acre Quinn's Junction Parcel, and Iron Mountain (recorded at Summit County on March 2, 2007), and associated Technical Reports and Agreements, continue to apply.
4. The plat will note that conditions of approval of the Village at Empire Pass Master Planned Development (Pod A) shall continue to apply.
5. Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on the lots.
6. Non-exclusive public utility easements (PUE) shall be indicated on the plat prior to recordation as approved by the City Engineer and SBWRD, including drainage easements.
7. A financial security to guarantee for the installation of any required public improvements is required prior to plat recordation in a form approved by the City Attorney and in an amount approved by the City Engineer.
8. A ten foot (10') wide snow storage easement is required along the private street frontages of the lots and a ten (10') wide public snow storage easement is required along public street frontages.
9. Fire sprinklers are required for new construction per the Chief Building Official at the time of review of the building permit. A note stating this shall be on the plat.

10. Prior to building permit issuance, documentation from UDOT showing approval of access to Lot 1 off Marsac Avenue is required. If documentation does not exist, a new application shall be submitted to UDOT for approval of the curb cut location. This approval shall be submitted to the City Engineer.
11. Any proposed curb cuts for access directly to Marsac Avenue, a state highway, must be approved by the City Engineer and UDOT.
12. A Conditional Use Permit approval is required prior to issuance of building permits on Lots 1, 2 and 3.
13. A final grading and utility plan, including storm water and drainage plans, shall be submitted with the Conditional Use Permits for development on Lots 1, 2 and 3, for approval by the City Engineer and SBWRD. No building permits shall be issued until all necessary utility easements are recorded.
14. A declaration of condominium and a record of condominium plat are required prior to the sale of individual units within the development.
15. All requirements of the affordable housing mitigation plan shall be addressed with the Conditional Use Permit and condominium plat. A note shall be included on the plat indicated that the development of Lot 3 has an on-site affordable housing obligation of 1.1 AUE and Lot 2 has an on-site affordable housing requirement of 2.0 AUE, to be consistent with all requirements of the Flagstaff Affordable Housing Mitigation Plan. Lot 1 has no on-site obligation. All deed restricted units shall be identified on the final condominium plats prior to recordation of such plats.
16. Wastewater service to Village at Empire Pass North Subdivision shall be provided by the Snyderville Basin Water Reclamation District. A Line Extension Agreement with the District may be required for Lot 1. If a line extension is necessary, it shall be the responsibility of the Owner to extend the public wastewater system within Lot 1 according to the requirements of the Line Extension Agreement.
17. The property is located within a water source protection zone. All sewer construction must comply with State of Utah drinking water regulations.
18. This development is part of a common plan development and a MS4 storm water permit is required for all land disturbance activities for each separate phase of construction, prior to building permit issuance.
19. The CC&Rs shall provide notice and process for the tracking and collection of the

Real Estate Transfer Fee as required and defined by the Flagstaff Mountain Development Agreement, as amended.

20. Requirements and obligations of the Flagstaff Mountain Development Agreement, as amended and recorded at Summit County in March of 2007, as apply to this Property, shall be completed, or bonded for completion, prior to issuance of certificates of occupancy for any approved development located on Lots 1, 2, and 3, unless otherwise conditioned herein. This includes gondola payments, number of shuttles in operation, provision of affordable housing units, collection mechanism for real estate transfer fees, and all other such obligations as are outlined in the March 2007 Agreement, some of which are triggered by the number of certificates of occupancy issued.

21. A Construction Mitigation Plan shall be submitted with the Conditional Use Permit applications and in advance of issuing building permits.

NOTE: The Planning Commission approved the Minutes at the end of the meeting. Those approvals can be found under Adoption of Minutes on the first page.

Commissioner Suesser asked if there was a video of the Treasure Hill traffic study presentation at the last meeting. Chair Strachan replied that there was only an audio recording. Director Erickson noted that the video-taping only took place during the discussions of the model and the CAD presentations. He did not believe there were videos of any other presentations. Assistant City Attorney understood that the meetings with the model were videoed just to capture the visual aspect for the record.

The Park City Planning Commission Meeting adjourned at 6:40 p.m.

Approved by Planning Commission: _____



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

The Redevelopment Agency members should consider approving the amended FY 2017 Budget and proposed FY 2018 Budget.

Respectfully:

Kory Kersavage, Budget Analyst

Resolution No. RDA 02-2017

**A RESOLUTION ADOPTING THE FISCAL YEAR 2017 REVISED BUDGET
AND THE FISCAL YEAR 2018 BUDGET
FOR PARK CITY REDEVELOPMENT AGENCY**

WHEREAS, Utah State law requires that city budgets be adopted; and

WHEREAS, a public hearing was held on May 11, May 25, June 8, 2017, and one more scheduled for June 15, 2017 at the City Council's regularly scheduled meetings, complying with State law;

NOW, THEREFORE BE IT RESOLVED by the Redevelopment Agency of Park City, Utah that:

SECTION 1. REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 11, 2017 and with changes as summarized in the attachments to this resolution is hereby adopted as the Fiscal Year 2017 Redevelopment Agency Revised Budget for Park City, Utah.

SECTION 2. BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 11, 2017 and with changes as summarized in the attachments to this resolution is hereby adopted as the Fiscal Year 2018 Redevelopment Agency Budget for Park City, Utah.

SECTION 3. EFFECTIVE DATE. The revised 2017 budget shall take effect on June 15, 2017 and the 2018 budget shall take effect on July 1, 2017.

PASSED AND ADOPTED the 15th day of June, 2017.

PARK CITY REDEVELOPMENT AGENCY

Chairman Jack Thomas

Attest:

Michelle Kellogg, Secretary

Approved as to form:

Mark D. Harrington, City Attorney

Expenditure Summary by Fund and Major Object (FY 2017 Adjusted Budget)

Description	Personnel FY 2017	Mat, Supplies, Services FY 2017	Capital FY 2017	Debt Service FY 2017	Contingency FY 2017	Sub - Total FY 2017	Interfund Transfer FY 2017	Ending Balance FY 2017	Total FY 2017
Park City Municipal Corporation									
011 GENERAL FUND	\$21,293,441	\$6,717,709	\$587,202	\$0	\$300,000	\$28,898,352	\$2,270,784	\$11,282,293	\$42,451,429
012 QUINNS RECREATION COMPLEX	\$783,876	\$412,277	\$6,000	\$0	\$0	\$1,202,153	\$0	\$-4,247,324	\$-3,045,171
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$32,954	\$0	\$0	\$32,954	\$0	\$0	\$32,954
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$26,071	\$0	\$0	\$26,071	\$0	\$0	\$26,071
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$93,316,018	\$0	\$0	\$93,316,018	\$1,285,867	\$35,280,427	\$129,882,312
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$2,394,556	\$0	\$0	\$2,394,556	\$0	\$255,855	\$2,650,411
051 WATER FUND	\$2,958,603	\$3,386,856	\$21,589,114	\$4,507,304	\$100,000	\$32,541,877	\$1,637,962	\$7,522,178	\$41,702,017
052 STORM WATER FUND	\$653,223	\$295,400	\$31,500	\$0	\$0	\$980,123	\$75,000	\$44,877	\$1,100,000
055 GOLF COURSE FUND	\$928,410	\$498,529	\$455,313	\$8,094	\$0	\$1,890,346	\$127,574	\$873,260	\$2,891,180
057 TRANSPORTATION & PARKING FUND	\$6,523,387	\$1,222,956	\$35,792,408	\$0	\$0	\$43,538,752	\$2,754,182	\$3,442,144	\$49,735,078
062 FLEET SERVICES FUND	\$964,100	\$1,662,620	\$10,000	\$0	\$0	\$2,636,720	\$0	\$1,059,336	\$3,696,056
064 SELF INSURANCE FUND	\$0	\$1,746,500	\$0	\$0	\$0	\$1,746,500	\$0	\$183,771	\$1,930,271
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,261,013	\$0	\$2,261,013	\$462,696	\$2,371,332	\$5,095,041
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$4,384,985	\$0	\$4,384,985	\$27,708,333	\$627,961	\$32,721,279
Total Park City Municipal Corporation	\$34,105,040	\$15,942,848	\$154,241,137	\$11,161,396	\$400,000	\$215,850,421	\$36,322,398	\$58,696,110	\$310,868,929
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$25,161	\$750,000	\$0	\$0	\$0	\$775,162	\$1,641,125	\$251,553	\$2,667,840
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$265,447	\$1,502,447
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$24,326,423	\$0	\$0	\$24,326,424	\$0	\$61,453	\$24,387,877
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$90,062	\$0	\$0	\$90,062	\$806,088	\$1,106,080	\$2,002,230
Total Park City Redevelopment Agency	\$25,162	\$1,235,000	\$24,416,485	\$0	\$0	\$25,676,647	\$3,199,213	\$1,684,533	\$30,560,393
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$34,187	\$0	\$0	\$34,187	\$0	\$419,900	\$454,087
Total Municipal Building Authority	\$0	\$0	\$34,187	\$0	\$0	\$34,187	\$0	\$419,900	\$454,087
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$34,130,202	\$17,177,848	\$178,691,810	\$11,161,396	\$400,000	\$241,561,255	\$39,521,611	\$60,800,543	\$341,883,409

Expenditure Summary by Fund and Major Object (FY 2018 Budget)

Description	Personnel FY 2018	Mat, Supplies, Services FY 2018	Capital FY 2018	Debt Service FY 2018	Contingency FY 2018	Sub - Total FY 2018	Interfund Transfer FY 2018	Ending Balance FY 2018	Total FY 2018
Park City Municipal Corporation									
011 GENERAL FUND	\$21,464,113	\$7,848,385	\$388,140	\$0	\$290,000	\$29,990,638	\$2,475,876	\$13,043,341	\$45,509,855
012 QUINNS RECREATION COMPLEX	\$887,134	\$351,215	\$6,000	\$0	\$0	\$1,244,349	\$1,200	\$-4,738,373	\$-3,492,824
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$10,432,890	\$0	\$0	\$10,432,890	\$1,288,297	\$39,816,947	\$51,538,134
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,228,700	\$0	\$0	\$1,228,700	\$0	\$100,855	\$1,329,555
051 WATER FUND	\$3,024,995	\$3,520,546	\$16,690,980	\$4,516,154	\$100,000	\$27,852,675	\$1,678,427	\$4,817,599	\$34,348,701
052 STORM WATER FUND	\$670,594	\$295,400	\$14,500	\$0	\$0	\$980,494	\$75,000	\$239,383	\$1,294,877
055 GOLF COURSE FUND	\$907,519	\$498,529	\$117,215	\$32,377	\$0	\$1,555,640	\$125,111	\$788,455	\$2,469,206
057 TRANSPORTATION & PARKING FUND	\$9,012,206	\$1,640,182	\$8,811,399	\$0	\$0	\$19,463,787	\$2,939,050	\$33,065	\$22,435,902
062 FLEET SERVICES FUND	\$964,546	\$1,587,620	\$10,000	\$0	\$0	\$2,562,166	\$0	\$1,070,570	\$3,632,736
064 SELF INSURANCE FUND	\$0	\$1,296,500	\$0	\$0	\$0	\$1,296,500	\$0	\$47,827	\$1,344,327
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,266,613	\$0	\$2,266,613	\$0	\$2,362,332	\$4,628,945
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$6,439,235	\$0	\$6,439,235	\$0	\$678,567	\$7,117,802
Total Park City Municipal Corporation	\$36,931,107	\$17,038,377	\$37,699,824	\$13,254,379	\$390,000	\$105,313,687	\$8,582,961	\$58,260,568	\$172,157,216
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$57,987	\$750,000	\$0	\$0	\$0	\$807,987	\$1,641,125	\$216,233	\$2,665,345
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$270,447	\$1,507,447
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$1,296,000	\$0	\$0	\$1,296,000	\$0	\$11,372,129	\$12,668,129
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$450,000	\$0	\$0	\$450,000	\$809,490	\$598,590	\$1,858,080
Total Park City Redevelopment Agency	\$57,987	\$1,235,000	\$1,746,000	\$0	\$0	\$3,038,988	\$3,202,615	\$12,457,399	\$18,699,002
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$419,900	\$419,900
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$419,900	\$419,900
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$36,989,094	\$18,273,377	\$39,445,824	\$13,254,379	\$390,000	\$108,352,675	\$11,785,576	\$71,137,867	\$191,276,118

All Funds Combined

Revenue	Actual FY 2015	Actual FY 2016	Actual FY 2017	Adjusted FY 2017	Collection % FY 2017	Original FY 2018
RESOURCES						
Property Taxes	\$18,155,545	\$18,491,389	\$18,225,799	\$18,899,183	96%	\$21,578,011
Sales Tax	\$19,196,824	\$21,212,061	\$19,884,180	\$22,427,169	89%	\$23,505,380
Franchise Tax	\$3,061,207	\$3,185,820	\$2,726,673	\$3,269,000	83%	\$3,351,000
Licenses	\$1,452,619	\$1,488,789	\$1,091,250	\$1,395,183	78%	\$1,412,666
Planning Building & Engineering Fees	\$5,699,680	\$3,439,664	\$3,303,474	\$3,965,000	83%	\$4,565,000
Special Event Fees	\$37,185	\$135,413	\$90,443	\$120,000	75%	\$133,200
Federal Revenue	\$3,124,867	\$566,156	\$7,564,834	\$15,155,809	50%	\$4,820,080
State Revenue	\$2,452,457	\$358,985	\$497,073	\$478,885	104%	\$463,000
County/SP District Revenue	\$100,000	\$50,000	\$187,316	\$7,069,000	3%	\$52,000
Water Charges for Services	\$14,125,896	\$15,162,429	\$15,796,902	\$17,848,500	89%	\$18,698,500
Transit Charges for Services	\$2,200,248	\$2,312,576	\$2,216,180	\$7,160,523	31%	\$5,338,584
Cemetery Charges for Services	\$38,188	\$21,937	\$27,221	\$22,800	119%	\$23,400
Recreation	\$3,353,645	\$3,397,284	\$2,950,382	\$3,521,596	84%	\$3,614,096
Ice	\$757,271	\$749,880	\$777,050	\$769,000	101%	\$750,000
Other Service Revenue	\$99,640	\$90,239	\$57,536	\$90,000	64%	\$90,000
Library Fines & Fees	\$12,456	\$21,407	\$29,632	\$10,000	296%	\$10,000
Fines & Forfeitures	\$970,488	\$1,080,705	\$997,629	\$1,469,200	68%	\$1,469,200
Misc. Revenues	\$2,986,257	\$2,602,787	\$1,115,078	\$1,180,018	94%	\$12,142,181
Interfund Transactions (Admin)	\$5,527,077	\$5,861,114	\$4,591,389	\$5,816,802	79%	\$6,195,964
Interfund Transactions (CIP/Debt)	\$17,418,595	\$9,569,945	\$5,072,617	\$33,704,809	15%	\$5,589,612
Special Revenues & Resources	\$796,792	\$636,167	\$418,659	\$4,383,700	10%	\$1,473,700
Bond Proceeds	\$28,532,387		\$27,863,698	\$111,363,698	25%	\$15,200,000
Beginning Balance	\$76,584,096	\$83,622,487	\$81,763,532	\$81,763,532	100%	\$60,800,543
TOTAL	\$206,683,419	\$174,057,233	\$197,248,546	\$341,883,407	1,837	\$191,276,117

Change in Fund Balance

Fund	Actuals FY 2015	Actuals FY 2016	Actuals FY 2017	Adjusted FY 2017	Increase (red) FY 2017	% Inc (red) FY 2017	Budget FY 2018	Increase (red) FY 2018	% Inc (red) FY 2018
Park City Municipal Corporation									
011 GENERAL FUND	\$10,255,105	\$10,522,730	\$0	\$11,282,293	\$759,563	7%	\$13,043,341	\$1,761,048	16%
012 QUINNS RECREATION COMPLEX	\$-3,497,044	\$-3,814,171	\$0	\$-4,247,324	\$-433,153	11%	\$-4,738,373	\$-491,049	12%
021 POLICE SPECIAL REVENUE FUND	\$29,944	\$32,254	\$0	\$0	\$-32,254	-100%	\$0	\$0	
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$17,257	\$16,386	\$0	\$0	\$-16,386	-100%	\$0	\$0	
031 CAPITAL IMPROVEMENT FUND	\$32,950,023	\$36,922,033	\$0	\$35,280,427	\$-1,641,606	-4%	\$39,816,947	\$4,536,520	13%
038 EQUIPMENT REPLACEMENT CIP	\$1,832,162	\$1,626,711	\$0	\$255,855	\$-1,370,856	-84%	\$100,855	\$-155,000	-61%
051 WATER FUND	\$8,909,527	\$7,275,494	\$0	\$7,522,178	\$246,684	3%	\$4,817,599	\$-2,704,579	-36%
052 STORM WATER FUND	\$0	\$0	\$0	\$44,877	\$44,877		\$239,383	\$194,506	433%
055 GOLF COURSE FUND	\$1,187,987	\$1,325,234	\$0	\$873,260	\$-451,974	-34%	\$788,455	\$-84,805	-10%
057 TRANSPORTATION & PARKING FUND	\$20,105,652	\$19,381,363	\$0	\$3,442,144	\$-15,939,219	-82%	\$33,065	\$-3,409,079	-99%
062 FLEET SERVICES FUND	\$1,145,417	\$1,123,856	\$0	\$1,059,336	\$-64,520	-6%	\$1,070,570	\$11,234	1%
064 SELF INSURANCE FUND	\$607,450	\$968,274	\$0	\$183,771	\$-784,503	-81%	\$47,827	\$-135,944	-74%
070 SALES TAX REV BOND - DEBT SVS FUND	\$6,527,765	\$2,843,028	\$0	\$2,371,332	\$-471,696	-17%	\$2,362,332	\$-9,000	0%
071 DEBT SERVICE FUND	\$1,003,018	\$574,778	\$0	\$627,961	\$53,183	9%	\$678,567	\$50,606	8%
Total Park City Municipal Corporation	\$81,074,263	\$78,797,970	\$0	\$58,696,110	\$-20,101,860	-477%	\$58,260,568	\$-435,542	203%
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$133,527	\$254,047	\$0	\$251,553	\$-2,494	-1%	\$216,233	\$-35,320	-14%
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$59,638	\$260,447	\$0	\$265,447	\$5,000	2%	\$270,447	\$5,000	2%
033 REDEVELOPMENT AGENCY-LOWER PRK	\$555,559	\$746,751	\$0	\$61,453	\$-685,298	-92%	\$11,372,129	\$11,310,676	18,405%
034 REDEVELOPMENT AGENCY-MAIN ST	\$1,340,589	\$1,250,230	\$0	\$1,106,080	\$-144,150	-12%	\$598,590	\$-507,490	-46%
Total Park City Redevelopment Agency	\$2,089,313	\$2,511,475	\$0	\$1,684,533	\$-826,942	-102%	\$12,457,399	\$10,772,866	18,347%
Municipal Building Authority									
035 BUILDING AUTHORITY	\$458,911	\$454,087	\$0	\$419,900	\$-34,187	-8%	\$419,900		
Total Municipal Building Authority	\$458,911	\$454,087	\$0	\$419,900	\$-34,187	-8%	\$419,900		



DATE: June 15, 2017

TO HONORABLE MAYOR AND COUNCIL

The Municipal Building Authority should consider approving the amended 2017 budget and proposed 2018 budget.

Respectfully:

Kory Kersavage, Budget Analyst

Resolution No. MBA 02-2017

**A RESOLUTION ADOPTING THE PARK CITY MUNICIPAL BUILDING
AUTHORITY REVISED BUDGET FOR FISCAL YEAR 2017 AND THE
BUDGET FOR FISCAL YEAR 2018**

WHEREAS, Utah State law requires that city budgets be adopted; and

WHEREAS, a public hearing was held on May 11, May 25, June 8, 2017, and one more scheduled for June 15, 2017 at the City Council's regularly scheduled meetings, complying with State law;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Building Authority of Park City, Utah that:

SECTION 1. REVISED BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 11, 2017 and with changes as summarized in the attachments to this resolution is hereby adopted as the Fiscal Year 2017 Municipal Building Authority Revised Budget for Park City, Utah.

SECTION 2. BUDGET ADOPTED. The budget as outlined in the City Manager's Recommended Budget presented on May 11, 2017 and with changes as summarized in the attachments to this resolution is hereby adopted as the Fiscal Year 2018 Municipal Building Authority Budget for Park City, Utah.

SECTION 3. EFFECTIVE DATE. The revised 2017 budget shall take effect on June 15, 2017, and the 2018 budget shall take effect on July 1, 2017.

PASSED AND ADOPTED this 15th day of June, 2017.

PARK CITY MUNICIPAL BUILDING AUTHORITY

Chairman Jack Thomas

Attest:

Michelle Kellogg, Secretary

Approved as to form:

Mark D. Harrington, City Attorney

Expenditure Summary by Fund and Major Object (FY 2017 Adjusted Budget)

Description	Personnel FY 2017	Mat, Supplies, Services FY 2017	Capital FY 2017	Debt Service FY 2017	Contingency FY 2017	Sub - Total FY 2017	Interfund Transfer FY 2017	Ending Balance FY 2017	Total FY 2017
Park City Municipal Corporation									
011 GENERAL FUND	\$21,293,441	\$6,717,709	\$587,202	\$0	\$300,000	\$28,898,352	\$2,270,784	\$11,282,293	\$42,451,429
012 QUINNS RECREATION COMPLEX	\$783,876	\$412,277	\$6,000	\$0	\$0	\$1,202,153	\$0	\$-4,247,324	\$-3,045,171
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$32,954	\$0	\$0	\$32,954	\$0	\$0	\$32,954
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$26,071	\$0	\$0	\$26,071	\$0	\$0	\$26,071
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$93,316,018	\$0	\$0	\$93,316,018	\$1,285,867	\$35,280,427	\$129,882,312
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$2,394,556	\$0	\$0	\$2,394,556	\$0	\$255,855	\$2,650,411
051 WATER FUND	\$2,958,603	\$3,386,856	\$21,589,114	\$4,507,304	\$100,000	\$32,541,877	\$1,637,962	\$7,522,178	\$41,702,017
052 STORM WATER FUND	\$653,223	\$295,400	\$31,500	\$0	\$0	\$980,123	\$75,000	\$44,877	\$1,100,000
055 GOLF COURSE FUND	\$928,410	\$498,529	\$455,313	\$8,094	\$0	\$1,890,346	\$127,574	\$873,260	\$2,891,180
057 TRANSPORTATION & PARKING FUND	\$6,523,387	\$1,222,956	\$35,792,408	\$0	\$0	\$43,538,752	\$2,754,182	\$3,442,144	\$49,735,078
062 FLEET SERVICES FUND	\$964,100	\$1,662,620	\$10,000	\$0	\$0	\$2,636,720	\$0	\$1,059,336	\$3,696,056
064 SELF INSURANCE FUND	\$0	\$1,746,500	\$0	\$0	\$0	\$1,746,500	\$0	\$183,771	\$1,930,271
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$2,261,013	\$0	\$2,261,013	\$462,696	\$2,371,332	\$5,095,041
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$4,384,985	\$0	\$4,384,985	\$27,708,333	\$627,961	\$32,721,279
Total Park City Municipal Corporation	\$34,105,040	\$15,942,848	\$154,241,137	\$11,161,396	\$400,000	\$215,850,421	\$36,322,398	\$58,696,110	\$310,868,929
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$25,161	\$750,000	\$0	\$0	\$0	\$775,162	\$1,641,125	\$251,553	\$2,667,840
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$485,000	\$0	\$0	\$0	\$485,000	\$752,000	\$265,447	\$1,502,447
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$24,326,423	\$0	\$0	\$24,326,424	\$0	\$61,453	\$24,387,877
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$90,062	\$0	\$0	\$90,062	\$806,088	\$1,106,080	\$2,002,230
Total Park City Redevelopment Agency	\$25,162	\$1,235,000	\$24,416,485	\$0	\$0	\$25,676,647	\$3,199,213	\$1,684,533	\$30,560,393
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$34,187	\$0	\$0	\$34,187	\$0	\$419,900	\$454,087
Total Municipal Building Authority	\$0	\$0	\$34,187	\$0	\$0	\$34,187	\$0	\$419,900	\$454,087
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$34,130,202	\$17,177,848	\$178,691,810	\$11,161,396	\$400,000	\$241,561,255	\$39,521,611	\$60,800,543	\$341,883,409

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021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$10,432,890	\$0	\$0	\$10,432,890	\$1,288,297	\$39,816,947	\$51,538,134
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,228,700	\$0	\$0	\$1,228,700	\$0	\$100,855	\$1,329,555
051 WATER FUND	\$3,024,995	\$3,520,546	\$16,690,980	\$4,516,154	\$100,000	\$27,852,675	\$1,678,427	\$4,817,599	\$34,348,701
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055 GOLF COURSE FUND	\$907,519	\$498,529	\$117,215	\$32,377	\$0	\$1,555,640	\$125,111	\$788,455	\$2,469,206
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062 FLEET SERVICES FUND	\$964,546	\$1,587,620	\$10,000	\$0	\$0	\$2,562,166	\$0	\$1,070,570	\$3,632,736
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033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$1,296,000	\$0	\$0	\$1,296,000	\$0	\$11,372,129	\$12,668,129
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$450,000	\$0	\$0	\$450,000	\$809,490	\$598,590	\$1,858,080
Total Park City Redevelopment Agency	\$57,987	\$1,235,000	\$1,746,000	\$0	\$0	\$3,038,988	\$3,202,615	\$12,457,399	\$18,699,002
Municipal Building Authority									
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Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$419,900	\$419,900
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$36,989,094	\$18,273,377	\$39,445,824	\$13,254,379	\$390,000	\$108,352,675	\$11,785,576	\$71,137,867	\$191,276,118

All Funds Combined

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Planning Building & Engineering Fees	\$5,699,680	\$3,439,664	\$3,303,474	\$3,965,000	83%	\$4,565,000
Special Event Fees	\$37,185	\$135,413	\$90,443	\$120,000	75%	\$133,200
Federal Revenue	\$3,124,867	\$566,156	\$7,564,834	\$15,155,809	50%	\$4,820,080
State Revenue	\$2,452,457	\$358,985	\$497,073	\$478,885	104%	\$463,000
County/SP District Revenue	\$100,000	\$50,000	\$187,316	\$7,069,000	3%	\$52,000
Water Charges for Services	\$14,125,896	\$15,162,429	\$15,796,902	\$17,848,500	89%	\$18,698,500
Transit Charges for Services	\$2,200,248	\$2,312,576	\$2,216,180	\$7,160,523	31%	\$5,338,584
Cemetery Charges for Services	\$38,188	\$21,937	\$27,221	\$22,800	119%	\$23,400
Recreation	\$3,353,645	\$3,397,284	\$2,950,382	\$3,521,596	84%	\$3,614,096
Ice	\$757,271	\$749,880	\$777,050	\$769,000	101%	\$750,000
Other Service Revenue	\$99,640	\$90,239	\$57,536	\$90,000	64%	\$90,000
Library Fines & Fees	\$12,456	\$21,407	\$29,632	\$10,000	296%	\$10,000
Fines & Forfeitures	\$970,488	\$1,080,705	\$997,629	\$1,469,200	68%	\$1,469,200
Misc. Revenues	\$2,986,257	\$2,602,787	\$1,115,078	\$1,180,018	94%	\$12,142,181
Interfund Transactions (Admin)	\$5,527,077	\$5,861,114	\$4,591,389	\$5,816,802	79%	\$6,195,964
Interfund Transactions (CIP/Debt)	\$17,418,595	\$9,569,945	\$5,072,617	\$33,704,809	15%	\$5,589,612
Special Revenues & Resources	\$796,792	\$636,167	\$418,659	\$4,383,700	10%	\$1,473,700
Bond Proceeds	\$28,532,387		\$27,863,698	\$111,363,698	25%	\$15,200,000
Beginning Balance	\$76,584,096	\$83,622,487	\$81,763,532	\$81,763,532	100%	\$60,800,543
TOTAL	\$206,683,419	\$174,057,233	\$197,248,546	\$341,883,407	1,837	\$191,276,117

Change in Fund Balance

Fund	Actuals FY 2015	Actuals FY 2016	Actuals FY 2017	Adjusted FY 2017	Increase (red) FY 2017	% Inc (red) FY 2017	Budget FY 2018	Increase (red) FY 2018	% Inc (red) FY 2018
Park City Municipal Corporation									
011 GENERAL FUND	\$10,255,105	\$10,522,730	\$0	\$11,282,293	\$759,563	7%	\$13,043,341	\$1,761,048	16%
012 QUINNS RECREATION COMPLEX	\$-3,497,044	\$-3,814,171	\$0	\$-4,247,324	\$-433,153	11%	\$-4,738,373	\$-491,049	12%
021 POLICE SPECIAL REVENUE FUND	\$29,944	\$32,254	\$0	\$0	\$-32,254	-100%	\$0	\$0	
022 CRIMINAL FORFEITURE RESTRICTED ACCOUNT	\$17,257	\$16,386	\$0	\$0	\$-16,386	-100%	\$0	\$0	
031 CAPITAL IMPROVEMENT FUND	\$32,950,023	\$36,922,033	\$0	\$35,280,427	\$-1,641,606	-4%	\$39,816,947	\$4,536,520	13%
038 EQUIPMENT REPLACEMENT CIP	\$1,832,162	\$1,626,711	\$0	\$255,855	\$-1,370,856	-84%	\$100,855	\$-155,000	-61%
051 WATER FUND	\$8,909,527	\$7,275,494	\$0	\$7,522,178	\$246,684	3%	\$4,817,599	\$-2,704,579	-36%
052 STORM WATER FUND	\$0	\$0	\$0	\$44,877	\$44,877		\$239,383	\$194,506	433%
055 GOLF COURSE FUND	\$1,187,987	\$1,325,234	\$0	\$873,260	\$-451,974	-34%	\$788,455	\$-84,805	-10%
057 TRANSPORTATION & PARKING FUND	\$20,105,652	\$19,381,363	\$0	\$3,442,144	\$-15,939,219	-82%	\$33,065	\$-3,409,079	-99%
062 FLEET SERVICES FUND	\$1,145,417	\$1,123,856	\$0	\$1,059,336	\$-64,520	-6%	\$1,070,570	\$11,234	1%
064 SELF INSURANCE FUND	\$607,450	\$968,274	\$0	\$183,771	\$-784,503	-81%	\$47,827	\$-135,944	-74%
070 SALES TAX REV BOND - DEBT SVS FUND	\$6,527,765	\$2,843,028	\$0	\$2,371,332	\$-471,696	-17%	\$2,362,332	\$-9,000	0%
071 DEBT SERVICE FUND	\$1,003,018	\$574,778	\$0	\$627,961	\$53,183	9%	\$678,567	\$50,606	8%
Total Park City Municipal Corporation	\$81,074,263	\$78,797,970	\$0	\$58,696,110	\$-20,101,860	-477%	\$58,260,568	\$-435,542	203%
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$133,527	\$254,047	\$0	\$251,553	\$-2,494	-1%	\$216,233	\$-35,320	-14%
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$59,638	\$260,447	\$0	\$265,447	\$5,000	2%	\$270,447	\$5,000	2%
033 REDEVELOPMENT AGENCY-LOWER PRK	\$555,559	\$746,751	\$0	\$61,453	\$-685,298	-92%	\$11,372,129	\$11,310,676	18,405%
034 REDEVELOPMENT AGENCY-MAIN ST	\$1,340,589	\$1,250,230	\$0	\$1,106,080	\$-144,150	-12%	\$598,590	\$-507,490	-46%
Total Park City Redevelopment Agency	\$2,089,313	\$2,511,475	\$0	\$1,684,533	\$-826,942	-102%	\$12,457,399	\$10,772,866	18,347%
Municipal Building Authority									
035 BUILDING AUTHORITY	\$458,911	\$454,087	\$0	\$419,900	\$-34,187	-8%	\$419,900		
Total Municipal Building Authority	\$458,911	\$454,087	\$0	\$419,900	\$-34,187	-8%	\$419,900		