



PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
December 19, 2019

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regular City Council meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Ave, Park City, Utah 84060 for the purposes and at the times as described below on Thursday, December 19, 2019.

CLOSED SESSION - 3:00 p.m.

To Discuss Property, Personnel and Litigation

STUDY SESSION

3:45 p.m. - Update on Park City and Summit County Joint Transit Advisory Board (JTAB) and Second Amendment to the Interlocal Agreement

[JTAB Staff Report](#)

[Exhibit A: 2006 and 2009 Interlocal Agreements](#)

WORK SESSION

4:15 p.m. Senior Update - Interim Facility Options

[Senior Temporary Facility Staff Report](#)

[Exhibit A: Temporary Facility Location Background and Rankings](#)

[Exhibit B: Current Senior Program and Floorplan](#)

[Exhibit C: LPA Overview and Budget](#)

4:30 p.m. - Review and Presentation of the Bonanza Flat Conservation Easement and Adaptive Management Plan

[Bonanza Flat Conservation Easement and Adaptive Management Plan Staff Report](#)

[Exhibit A: Bonanza Flat Conservation Easement](#)

[Exhibit B: Bonanza Flat Adaptive Management and Stewardship Plan](#)

5:15 p.m. - Deer Valley Resort Base Area Parking Update

[Deer Valley Resort Base Area Parking Update Staff Report](#)

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

[Exhibit B: Planning Director's Administrative Approval Conditions for Deer Valley Resort Parking Lot #5 Expansion](#)

[Exhibit C: Approved Site Plan - Deer Valley Resort Parking Lot #5 Expansion](#)

[Exhibit D: August Park City Engineering Department Deer Valley Drive Memo](#)

[Exhibit E: October Fehr and Peers Deer Valley Drive Memo](#)

Exhibit F: December Park City Engineering Department Deer Valley Drive Memo
Exhibit G: August 14, 2019 Deer Valley Resort Presentation Slides
Exhibit H: August 27, 2019 Technical Report Regarding Parking Mitigation Measures at Deer Valley Resort
Exhibit I: Public Safety Overflow Parking Directive (protocol)
Exhibit J: Phase I Deer Valley Drive Reconstruction City Council Staff Report
Exhibit K: Phase II Deer Valley Drive Reconstruction City Council Staff Report
Exhibit L: Draft Operational Plan

5:45 p.m. - Break

REGULAR MEETING - 6:00 p.m.

I. ROLL CALL

II. RECOGNITIONS AND AWARDS

1. Consideration to Approve Resolution 26-2019, a Resolution Acknowledging Karen Yocum's Retirement from Park City Municipal Corporation and Recognizing her Many Contributions in Providing Service to Park City
(A) Public Input (B) Action
[Karen Yocum Retirement Staff Report and Resolution](#)

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Community Development Process Improvements Update
[Community Development Process Improvements Staff Report](#)
2. Park City Heights Annual Update
[Park City Heights Affordable Housing Update](#)

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 November 21, 2019 and December 5, 2019
[November 21, 2019 Minutes](#)
[December 5, 2019 Minutes](#)

VI. CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Service Provider Agreement with Y2 Analytics for The Electric Bicycle (E-bike) Survey and Task Force Project in the Amount of

\$25,175.00 in a Form Approved by the City Attorney
[E-Bike RFP Award Staff Report](#)

2. Request to Approve and Accept the Fiscal Year 2019 Comprehensive Annual Financial Report (CAFR)
[Audit Staff Report](#)
[Exhibit A: CAFR Draft](#)
3. Request to Approve the Following Amendments/Contracts Associated with Invasive Species Mitigation (“ISM”) Grant Funding: 1) Change Order Number One, with Ground Solutions LLC in an Amount not to exceed \$44,000.00 for Noxious Weed Control, and 2) a Professional Service Agreement (PSA) with Ecology Bridge LLC Totaling \$30,000.00 for Grant Management, Monitoring and Control Work
[Invasive Species Mitigation Contracts Staff Report](#)
4. Request to Approve a Purchase Agreement to Acquire the 7.1 Acre Bransford Property from the ‘Bransford Sisters’ for \$170,000 in a Form Approved by the City Attorney
[Bransford Purchase Agreement Staff Report](#)
[Exhibit A: Bransford Purchase and Sale Agreement](#)
5. Request to Approve Type 2 Convention Sales License Applications for Businesses Operating During the 2020 Sundance Film Festival
[CSL Staff Report](#)
[Exhibit A: December 19 CSL List](#)
[Exhibit B: December 19 CSL Map](#)
6. Request to Approve Single Event Temporary Liquor License Applications for Operation During the 2020 Sundance Film Festival
[Liquor License Staff Report](#)
[Exhibit A: December 19 Liquor List](#)
[Exhibit B: December 19 Liquor Map](#)
7. Request to Approve a Purchase Agreement with Salt Lake City Department of Public Utilities for 55 Acres of Property Located in Bonanza Flat in the Amount of \$1,509,310.00 Subject to the Bonanza Flat Conservation Easement, in a Form Approved by the City Attorney
[SLC Bonanza Flat Purchase Agreement Staff Report](#)
[Exhibit A: SLC Bonanza Flat Purchase Agreement](#)
8. Request to Authorize the City Manager to Lease Two (2) Low Floor Transit Buses and Two (2) Proterra Electric Low Floor Transit Buses for Six (6) Months for \$131,512.00 in a Form Approved by the City Attorney
[Bus Lease Winter 2019 Staff Report](#)
[Tesco Bus Lease Agreement](#)
[Proterra Lease Agreement](#)

9. Request to Authorize the City Manager to Execute the Park City- Salt Lake City Connect Collaborative Agreement with the Utah Transit Authority for Purchase and Operation of Electric Buses through the Federal Lo/No Grant Program in a Form Approved by the City Attorney
[UTA Agreement Staff Report](#)
[PC-UTA Low No Agreement](#)
[Interlocal Agreement ORIGINAL August 2011](#)

VII. OLD BUSINESS

1. Consideration to Approve the 2020 Sundance Supplemental Plan
(A) Public Input (B) Action
[2020 Sundance Film Festival Supplemental Plan Staff Report](#)
[Exhibit A: 2020 Sundance Film Festival Level Five Special Event Permit DRAFT](#)
[Exhibit B: Sundance Film Festival 2020 Operations & Costs](#)
[Exhibit C: Sundance Film Festival 2020 Application Use Matrix and Sponsor List](#)

VIII. NEW BUSINESS

1. Consideration to Approve an Exchange Agreement with Girl Scouts of Utah in a Form Approved by the City Attorney
(A) Public Input (B) Action
[Girl Scouts Utah Land Exchange Staff Report](#)
[Exhibit A: Girl Scouts Utah Land Exchange Agreement](#)
2. Consideration to Approve a Special Service Contract Extraordinary Request with Park City Community Foundation for \$30,000 for Services Related to the Learning Cohort and Leadership Training
(A) Public Input (B) Action
[PCCF Extraordinary Request Staff Report](#)
[Exhibit A: PCCF Special Service Contract Application](#)
[Exhibit B: Short Term PSA Park City Community Foundation](#)
3. Consideration to Approve Ordinance 2019-62, an Ordinance Adopting an Adjusted Budget for FY 2020 for Park City Municipal Corporation and its Related Agencies
(A) Public Hearing (B) Action
[Adjusted Budget Staff Report](#)
[Exhibit A: FY20 Adjusted Budget Ordinance](#)
[Exhibit B: FY20 Adjusted Budget Summaries](#)
4. Consideration to Approve Ordinance 2019-63, an Ordinance Approving the Empire Residences First Amended and Restated Condominium Plat Located at 7697 Village Way, Park City, Utah
(A) Public Hearing (B) Action
[Empire Residences First Amended and Restated Condominium Plat Amendment Staff Report](#)
[Exhibit A: Draft Ordinance 2019-63 and Proposed Plat](#)

[Exhibit B: Applicant's Letter](#)
[Exhibit C: Existing Recorded Plat](#)
[Exhibit D: Link to Village at Empire Pass Planned Development \(VEP MPD\) Approval](#)
[Exhibit E: Link to Flagstaff Development Agreement](#)
[Exhibit F: Link to Technical Reports](#)
[Exhibit G: Aerial Photograph](#)
[Exhibit H: Land Management Code and VEP MPD Compliance Chart](#)

5. Consideration to Approve Ordinance 2019-64, an Ordinance Amending Land Management Code § 15-1-11(E) to Outline Medical Cannabis Administrative Permit Requirements; Adopting LMC § 15-2.25 to Create a Medical Cannabis Production Establishment Light Industrial/Agricultural Overlay Zone; Adopting LMC § 15-2.25-1(B) to Define Main Street Parks as They Relate to Medical Cannabis Locations; and Amending § 15-15-1 and § 15-15-2 To Define Medical Cannabis Pharmacy, Medical Cannabis Production Establishment, and Primarily Residential Zoning District
(A) Public Hearing (B) Action
[Medical Cannabis Land Use Regulations Staff Report](#)
[Exhibit A: Land Management Code Redlines](#)
6. Call-Up of a Conditional Use Permit for a Private Driveway within a Platted, Unbuilt City Street, Located at 901 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action
[901 Woodside Avenue Conditional Use Permit - City Council Call Up Staff Report](#)
[Exhibit A: Project Description and Proposed Plans, Revised October 29, 2019](#)
[Exhibit B: Example Encroachment Agreement](#)
[Exhibit C: HPB August 7 2019 Staff Report](#)
[Exhibit D: HPB August 7 2019 Minutes](#)
[Exhibit E: Public Comment](#)
[Exhibit F: Durham Jones & Pinegar, P.C. Letter](#)
7. Consideration of the Historical Society's Request to Sublease Park City Museum during the Sundance Film Festival
(A) Public Input
[Museum Sublet Staff Report](#)
[Exhibit A: HS Request to Sublet](#)
[Exhibit B: HS Amended and Restated Lease Agreement](#)

IX. ADJOURNMENT

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

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

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Alfred Knotts

Submitting Department: Transit

Item Type: Staff Report

Agenda Section:

Subject:

3:45 p.m. - Update on Park City and Summit County Joint Transit Advisory Board (JTAB) and Second Amendment to the Interlocal Agreement

Suggested Action:

Staff recommends City Council receive an update on the Park City and Summit County Joint Transit Advisory Board (JTAB) and upcoming schedule of actions

Attachments:

[JTAB Staff Report](#)

[Exhibit A: 2006 and 2009 Interlocal Agreements](#)

City Council Staff Report



Subject: Park City and Summit County Joint Transit Advisory Board (JTAB) Update; Second Amendment to the Interlocal Agreement

Author: Alfred Knotts, Transportation Manager

Department: Transportation

Date: December 19, 2019

Type of Item: Administrative

Summary Recommendation

Receive an update on the work of the Park City and Summit County Joint Transit Advisory Board (JTAB), and upcoming schedule of exercises to determine future goals and values.

Executive Summary

Park City and Summit County (County) are in the process of reevaluating the existing governance structure between Park City and Summit County as it relates to planning, operating, and administering the Park City Transit system. One result will be the need to update the joint Interlocal Agreement (ILA) that was first executed in 2006, and amended in 2009 ((Exhibit A). Over the course of the next 12 months, the following actions are anticipated in cooperation with the County:

- Joint Transit Visioning Process – February 2019
- Draft and approve interim and Second Amendment to ILA – March 2019
- Update 2016 Short Range Transit Development Plan (SRTDP) -
 - o <https://www.parkcity.org/Home/ShowDocument?id=44571>
- New Interlocal/Cooperative Agreement, as recommended as part of 2016 SRTDP Update – 12- 16 months

Background

Currently, Park City Municipal, in cooperation with Summit County, provides public transit services within the Park City Municipal limits and portions of the unincorporated Summit County. Service outside the Park City limits is provided on a contractual basis related to the service requested by the County (calculated based on Vehicle Service Miles (VSM) and Vehicle Service Hours (VSH)). This ILA also memorializes the establishment of the “Joint Transit Advisory Board (JTAB).” Specifically, Section 1.3 of the Agreements states the following:

Joint Transit Advisory Board: The CITY and COUNTY have established a Joint Transit Advisory Board which will make recommendations to both the CITY and COUNTY regarding service rate fees, scheduling, routes, level of service, look of buses and strategies for supplementing service as well as further regionalization.

The Joint Transit Advisory Board shall be comprised of one County Commissioner, one City Council representative, Summit County Public Works Administrator and Park City Deputy Public Works Director. Park City Transit staff will provide technical support to the Joint Transit Advisory Board as required.

Historically, JTAB was a very informal advisory board and lacked role clarity and limited public involvement. Additionally, since the execution of the ILA in 2006, the political, financial, human, and economic landscape has changed significantly in Park City, Summit County, and the overall region. Over the past year, significant strides have been made to improve the effectiveness of JTAB through the following procedural changes:

- Monthly System Performance Reports
- Voluntary compliance with Utah Open Meeting Act
- Staff reports to encourage Council and public feedback, and allow for advanced preparation
- Documented public meeting minutes/meeting notes
- Opportunity for input on seasonal route modifications as well as wholesale route modifications
- Meetings in more accessible locations served by transit

Discussion

City and County staff are in the process of drafting a second amendment to the ILA primarily focused on billing calculation methodology as an interim step toward a new ILA. Both parties agree that this interim step is necessary as route structures have changed, more regional routes have been implemented, and new regional revenue streams have been passed by voters and enacted by the County Council.

As such, it is necessary to amend the existing ILA to better reflect the existing condition with the goal of simplifying the billing methodology, proactively identifying allowable costs, and providing clarity on vehicle ownership and replacement schedules. It is anticipated that the second amendment to the ILA will come before the respective City and County Council's in March.

Concurrently, City and County staff are working with UDOT to finalize an agreement to obtain Federal Transit Administration (FTA) Section 5304 statewide planning funds to be used to update the SRTDP. These funds require a 20% match and are accounted for in the FY 19/20 budget.

Attachments

Exhibit A: 2006 and 2009 Interlocal Agreement

**PARK CITY MUNICIPAL CORPORATION AND SUMMIT COUNTY INTERLOCAL
TRANSPORTATION AGREEMENT**

THIS AGREEMENT ("AGREEMENT") is made and entered into this 12th day of February, 2006, by and between the Park City Municipal Corporation (hereafter "the CITY") and the COUNTY of Summit (hereafter "COUNTY"), bodies corporate and politic of the state of Utah.

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, authorizes public agencies to enter into AGREEMENT with one another for joint or cooperative action; and

WHEREAS, the COUNTY and the CITY are public agencies desiring to provide quality and efficient transit services for residents within their respective jurisdictions, and

WHEREAS, the COUNTY has established the SNYDERVILLE BASIN TRANSIT DISTRICT to provide partial funding for operational and capital expenses associated with public transit services in the Kimball Junction area; and

WHEREAS, the CITY has the management and technical personnel and the necessary expertise and assets useful for the support of the COUNTY'S transportation project; and

WHEREAS, the COUNTY desires to obtain such services from the CITY; and

WHEREAS, the CITY is desirous of providing such services; and

WHEREAS, it is in the best interests of both parties to provide efficient delivery of transportation services;

NOW THEREFORE, in consideration of the foregoing recitals, and the consideration and covenants hereinafter agreed to, the parties commit themselves to the following contractual terms:

INCORPORATED DOCUMENTS: In addition to the terms and conditions of the AGREEMENT, the parties agree that the following documents are hereby incorporated by reference herein and are as fully a part of this AGREEMENT:

1. The Cost Worksheet and Monthly Payment Schedule attached as Exhibits "A" and "B" and hereinafter referred to as "Cost Worksheet" and "Monthly Payment Schedule".
2. The Equipment Inventory attached as Exhibit "C" and herinafter referred to as "Equipment Inventory".

The parties further agree that the precedence of the documents in descending order shall be as follows:

- a. This AGREEMENT
- b. The Cost Worksheet, Monthly Payment Schedule, and Equipment Inventory

- c. Summit County Park City Short Range Transit Development Plan – Prepared by LSC – November, 2003.

1. SERVICES:

- 1.1. Purpose: The CITY hereby contracts with the COUNTY to provide transportation management and operations services upon the terms and conditions hereinafter set forth.
- 1.2 Scope of Work: To provide Management and Staff for the operations of the COUNTY service including: management, accounting, operation, as further detailed in this AGREEMENT.
- 1.3 Joint Transit Advisory Board: The CITY and COUNTY have established a Joint Transit Advisory Board which will make recommendations to both the CITY and COUNTY regarding service rate fees, scheduling, routes, level of service, look of buses and strategies for supplementing service as well as further regionalization. The Joint Transit Advisory Board shall be comprised of one County Commissioner, one City Council representative, Summit County Public Works Administrator and Park City Deputy Public Works Director. Park City Transit staff will provide technical support to the Joint Transit Advisory Board as required. At a minimum, the Joint Transit Advisory Board shall meet:
1. in February of each year to prepare an updated transit plan for inclusion in the Statewide Transportation Improvement Plan (STIP)
 2. in August of each year to review this agreement, the service rate fees and develop a draft budget and service plan for the next calendar year.

2. TERM AND TERMINATION

- 2.1 Contract Term: The term of this AGREEMENT shall be from January 1, 2006 through December 31, 2006 and shall automatically renew for successive one (1) year terms, until such time as either party serves written notice of termination. Such termination notice may only be given on or before August 30th each year. In no circumstances shall this AGREEMENT exceed fifty (50) years in duration.
- 2.2 Review Process: The CITY and COUNTY shall annually review their transportation services and shall cooperate in resolving issues as they arise in a manner that is mutually beneficial and satisfactory to CITY and COUNTY. The COUNTY will determine what routes and services are provided outside Park City Municipal limits if paid for by the COUNTY. The CITY will determine what routes and services are provided inside Park City Municipal limits if paid for by the CITY. In the event that any modification to this AGREEMENT is required in light of these annual reviews, the parties may enter into amendments, addenda or other written manifestation of any modifications to the AGREEMENT, which modifications must be in writing and signed by both the CITY and the

COUNTY.

2.3 Disposition of Property Upon Termination of Agreement: Upon complete or partial termination of this agreement equipment identified in the Equipment Inventory , attached to this AGREEMENT as Exhibit “B”, will be disposed of as follows:

1. Equipment funded in whole or in part with United States Federal Transit Administration 5309 or 5311 funds will be disposed of in accordance with all requirements set forth in the current United States of America, Department of Transportation, Federal Transit Administration, Master Agreement, herinafter referred to as the Master Agreement. The agency which provided local matching funds for the purchase of each piece of equipment identified in the Equipment Inventory will , subject to provisions of the Master Agreement:
 - a. determine disposition of that piece of equipment: and
 - b. assume financial responsibility for any remaining federal interest in that piece of equipment.
2. Equipment paid for with local funds will remain the property of the agency which provided the local funds for the purchase of that equipment.

3. COMPENSATION AND PAYMENT

- 3.1 Maximum Obligation: The COUNTY agrees to pay for COUNTY’S services as described herein as Exhibit A and Exhibit B. The maximum price to be paid by the COUNTY to the CITY each contract year shall not exceed the sums set forth in the Cost Worksheet, attached to this AGREEMENT as Exhibit “B” and reviewed annually except as such Maximum Obligation may be increased upon mutual written AGREEMENT because of an increase in number of Vehicle Service Hours or Vehicle Service Miles, or other material change in the project, above those set forth in Exhibit “B”. The timing of payments shall be in accordance with Exhibit “B”. Any increase in the Maximum Obligation shall require approval by the applicable governmental funding agencies.
- 3.2 Price Formula: The COUNTY agrees to pay for performance of the services set forth in the AGREEMENT in accordance with Exhibit “A”.
- 3.3 Equipment and Facilities: The CITY will administer the purchase of equipment and federal or state grants relating to regional transit services. Any federal or state bus allocations in the name of the COUNTY shall be transferred to the CITY. All equipment purchased with Federal Transit Administration 5309 and 5311 funds on behalf of the COUNTY shall be recorded in the Equipment Inventory and shall serve as formal record of the County’s interest in this equipment The COUNTY shall pay the local match for any/all such purchases. The COUNTY and CITY will make best efforts to jointly secure future sites and funding for the park and ride

facilities, bus maintenance and other capital facilities needed to facilitate the regional transportation system.

- 3.4 Change. In the event the COUNTY requests changes in the Scope of Work which, during any contract year, comprise a cumulative total of less than fifteen percent (15%) above or below that specified in the Cost Worksheet, compensations shall be adjusted according to the Pricing Formula set forth in Paragraph 3.2, Price Formula, and the Maximum Obligation stated in Paragraph 3.1 shall be adjusted accordingly. Changes in the Scope of Work which, during a contract year, comprise a cumulative total in excess of fifteen percent (15%) above or below that specified in the Cost Worksheet shall result in adjustment of the rates specified in Paragraph 3.2, Price Formula herein to reflect the effect on those rates caused by the requested change. The COUNTY shall issue written Change Orders to the CITY detailing all requested changes in scope. Change orders shall either specify a cost limit or shall be subject to subsequent negotiations and shall require the CITY'S acceptance to become effective.
- 3.5 Audit: Upon reasonable request, CITY shall permit the authorized representative of the COUNTY, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the CITY relating to performance under this AGREEMENT.

4. INSURANCE

- 4.1 Comprehensive General Liability Insurance: Throughout the term of this AGREEMENT, the CITY shall procure and maintain a Comprehensive General Liability Policy providing \$3,000,000 (THREE MILLION DOLLARS) combined Single Limit Bodily Injury and Property Damage. Said coverage may be provided through one or more policies and shall include coverage for premises, personal injury and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Such vehicle insurance shall be provided as specified in Paragraph 4.2 of the AGREEMENT, vehicle insurance. Such policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.

4.2 Vehicle Insurance:

1. Throughout the terms of this AGREEMENT the CITY shall provide vehicle liability insurance in the amount of \$3,000,000 (THREE MILLION DOLLARS) combined Single Limit Bodily Injury and Property Damage. Coverage may be provided through one or more policies and shall include: Collision and Comprehensive physical damage coverage with a \$10,000 (TEN THOUSAND DOLLAR) deductible Uninsured Motorist (UM) and Personal Injury Protection (PIP) with coverage limits as required by law. The CITY shall name the COUNTY as additional insured and shall furnish the COUNTY with evidence of insurance. Such

policy or policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.

2. In case of damage or destruction of any vehicle or vehicles provided by the COUNTY under the terms of this AGREEMENT, the COUNTY agrees that liability for the CITY for said damage or destruction shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss.
3. In the event that addition, deletion, or acquisition of new vehicles results in changes in the vehicle fleet, the compensation paid to the CITY for the purpose of maintaining insurance coverage on said vehicles shall be subject to immediate renegotiations (up or down) to equitably adjust the documented actual premium cost under the insurance policy then in effect.

5. RESPONSIBILITIES OF THE CITY

- 5.1 MANAGEMENT: During the term of this AGREEMENT, the CITY shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof. The Summit County - Park City Short Range Transit Development Plan should be used as a basis when making management decisions.
- 5.2 Medical Assistance to Passengers: In the event of injury or illness on board a vehicle, the driver shall advise the dispatcher and request directions or follow established City policy.
- 5.3 Uniform: CITY shall require its employees to wear uniforms for the COUNTY service consistent with the CITY'S uniform policy.
- 5.4 Emergency Procedures: In the event of a major emergency such as an earthquake, dam failure, fire or man-made catastrophe, CITY shall be entitled to make transportation and communication resources available to a degree possible for emergency assistance. If the normal line of direct authority from the COUNTY is intact, the CITY shall follow instruction of the COUNTY. If the normal line of direct authority is broken, and for the period while it is broken, the CITY shall make best use of transportation resources following to the degree possible, the direction an organization such as the Police, Red Cross, or National Guard, or other such responsible entity which appear to have assumed responsibility. Emergency use of transportation may include evacuation, transportation of injured, and movement of people to food and shelter. CITY shall be reimbursed in accordance with the normal "Price Formula" identified on Exhibit "A" or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of City's actual costs. Reimbursement for such major emergency services shall be over and above "Maximum Obligation" specified in Paragraph 3.1 of this AGREEMENT. As soon as practicable after the emergency condition ceases, CITY shall reinstitute normal transportation services.

5.5 Reporting: On monthly basis, the CITY shall prepare and forward to the COUNTY a performance monitoring report, providing at a minimum the following information:

1. Total ridership over the period, by route
2. Vehicle service-hours and service-miles provided
3. Percent on-time performance
4. Number/percent of missed trips
5. Number of missed passenger
6. Management and marketing activities conducted
7. Financial summary, including budget versus actual expenditures
8. Performance Indicators
9. Any press coverage or articles regarding the transit service

5.6 Financial Assistance: The City shall be responsible for receiving and distributing Federal and State transit financial assistance awarded to the City/County using the following distribution methodology:

Capital Assistance: funds will be distributed to the projects identified in the associated capital assistance grant application and included in the approved Utah Statewide Transit Improvement Plan (STIP) prepared by the Joint Transit Advisory Board and submitted annually to the Utah Department of Transportation (UDOT).

Operating Assistance: funds will be distributed to the County and City using a ratio of each entity's award year budget as a percentage of the entity's combined budgets (e.g., County Transit Budget/(City Transit Budget + County Transit Budget)).

6. AUTHORIZATION

- 6.1 Control: The CITY shall render all services under this AGREEMENT in a manner consistent with the policies of the COUNTY and the Joint Transit Advisory Board. Modification of existing policies or adoption of new policies during the term of this AGREEMENT which affect the CITY'S performance of services shall be treated as "Changes" pursuant to Paragraph 3.4 herein.
- 6.2 The COUNTY shall not interfere with the management of the CITY'S normal internal business affairs and shall not attempt to directly discipline or terminate the CITY'S employees. The COUNTY will advise the CITY of its inadequate performance which has a negative effect on the service being provided and the CITY shall take prompt action to remedy the situation.
- 6.3 Communications: all notices to be given by parties to this AGREEMENT shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail

6.4 Notices to the CITY shall be addressed to:

Park City Municipal Corporation
Attn: Kent Cashel
P.O. Box 1480
Park City, UT 84060

6.5 Notice to the COUNTY shall be addressed to

Summit County
Attn: Kevin Callahan
P.O. Box 128
Coalville, UT 84017

6.6 Either the CITY or the COUNTY may change its officer or address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

7. UNANTICIPATED EVENTS

7.1 Force Majeure: Neither party shall be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God; fire; epidemics; earthquake; floods or other natural disaster; acts of the state or federal government; riots; strikes, war or civil disorder; unavailability of fuel.

7.2 Major Costs Impact: The AGREEMENT shall be subject to timely renegotiation in scope in the event that:

1. The inflation rate, as measured by the Consumer Price Index for all Urban Consumers (CPI-U), exceeds a rate of ten percent (10%) in any 12-month period during the term hereof;
2. Travel and/or insurance costs increase to a level ten percent (10%) greater than the industry prevailing rates in effect as of the date of this AGREEMENT.
3. Diesel fuel price per gallon paid by the City increases to a level ten percent (10%) greater than the per gallon price the City paid to its fuel supplier on July 1st of the current City fiscal year.
4. Mandated minimum wage applicable to project employees is raised to a level above the wages then being paid to those employees; or
5. National health care program mandates medical coverage for all employees.

In the event that one or more of the conditions occur, the parties shall, in a timely manner, meet to negotiate a mutually acceptable adjustment to the rates of compensation specified in Paragraph 3.2, Price Formula and Maximum Obligations specified in Paragraph 3.1 and/or modifications of the services to be provided pursuant to the Scope of Work. If the parties are unable to reach a

mutually-acceptable resolution, either party may exercise their rights of termination pursuant to Paragraph 2.1

- 7.3 Shortages and Delays: In the event that the COUNTY fails to provide or delays providing items as herein provided in the number, size and/or condition required, then the CITY shall not be responsible for any delays or resulting decline in the quality of service

8. GENERAL TERMS AND CONDITIONS

- 8.1 Civil Rights Requirements: CITY shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to discrimination in employment because of age, race, religion, color, sex, physical or mental disability, martial status or national original.
- 8.2 Disadvantaged Business Enterprise: In connection with the performance of this AGREEMENT, the CITY shall cooperate with the COUNTY in meeting its commitments and goals for DBE participation.
- 8.3 Lobbying: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising there from.
- 8.4 Complete AGREEMENT. This AGREEMENT contains the entire AGREEMENT of the parties and there are no other promises or conditions in any other AGREEMENTS whether oral or written. The invalidity in whole or in part of any provisions of this AGREEMENT shall not affect the validity of other provisions.
- 8.5 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in the AGREEMENT shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of the AGREEMENT which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the AGREEMENT meaningless.
- 8.6 Modification: the covenants and conditions contained in this AGREEMENT fully express all understandings of the parties concerning all matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officer, agents or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective officer duly authorized on the date written below their signatures:

COUNTY OF SUMMIT

By Robert H. [Signature]

Date 2/1/06

PARK CITY MUNICIPAL CORPORATION

By Dana Williams [Signature]

Date 2/3/06

ATTEST:

Susan Fellett [Signature]

Approved as to form:

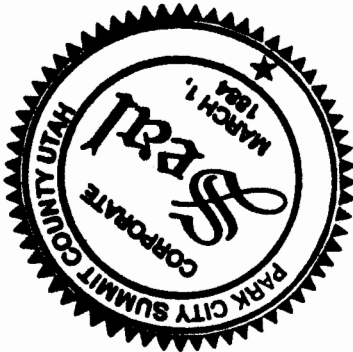
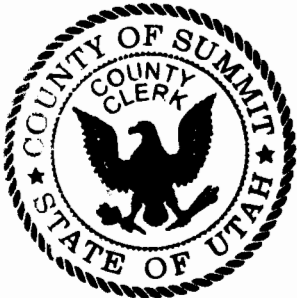
[Signature]
Date 2/1/06

ATTEST:

Jane M. Scott [Signature]

[Signature]

Date 2/1/06



Billing Schedule For 2009 Summit County Bus Service

Full Winter Kimball: {224 Express East + 30 Min West Route & Early Morning and Afternoon Tripper Service} + Canyons Service & Circulator Year Round
Fully Allocated Benefit Based Cost Allocation Model

Service	Jan-09	Feb-09	Mar-09	Apr-09	May-09	June-09	July-09	Aug-09	Sept-09	Oct-09	Nov-09	Dec-09	Total
Kimball Junction Service:													
Bus 1: for 30 min Kim & West (1)	\$31,873	\$29,212	\$31,873	\$28,663	\$27,184	\$26,302	\$27,184	\$27,184	\$26,643	\$27,184	\$26,402	\$29,636	\$339,342
Bus 2: for 30 min Kim & West (1)	\$31,873	\$29,212	\$31,873	\$28,663	\$27,184	\$26,302	\$27,184	\$27,184	\$26,643	\$27,184	\$26,402	\$29,636	\$339,342
Bus 3: for 30 min Kim & West (1)	\$31,873	\$29,212	\$31,873	\$28,663	\$27,184	\$26,302	\$27,184	\$27,184	\$26,643	\$27,184	\$26,402	\$29,636	\$339,342
Bus 4: for Hourly Express & East (2)	\$34,733	\$31,417	\$34,750	\$33,458	\$34,394	\$33,338	\$30,124	\$34,394	\$33,338	\$34,394	\$33,301	\$34,516	\$402,157
Early & Afternoon Tripper Service (2A)	\$5,661	\$2,121	\$2,628	\$1,012	\$0	\$0	\$0	\$0	\$0	\$0	\$1,150	\$5,281	\$17,853
Expanded ADA service (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing - (4)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Vehicle Replacement Fund (5)	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$3,297	\$39,565
Total - Kimball Service	\$139,310	\$124,471	\$136,294	\$123,757	\$119,243	\$115,542	\$114,974	\$119,243	\$116,565	\$119,243	\$116,956	\$132,002	\$1,477,600
The Canyons Bus Service:													
Bus 5 (6)	\$26,386	\$24,804	\$25,984	\$11,389	\$0	\$0	\$0	\$0	\$0	\$0	\$7,567	\$20,442	\$116,572
Bus 6 (6)	\$26,386	\$24,804	\$25,984	\$11,389	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,442	\$109,005
Canyons Circulator (7)	\$32,970	\$31,302	\$34,596	\$29,757	\$31,198	\$30,218	\$29,281	\$30,214	\$30,218	\$31,198	\$24,415	\$33,050	\$368,416
Annual Vehicle Replacement Fund (5A)	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$1,488	\$17,850
Total - Canyons Service	\$87,229	\$82,399	\$88,051	\$54,022	\$32,685	\$31,705	\$30,768	\$31,702	\$31,705	\$32,685	\$33,470	\$75,422	\$611,843
Total - Kimball & Canyons	\$226,539	\$206,870	\$224,345	\$177,778	\$151,928	\$147,247	\$145,742	\$150,945	\$148,270	\$151,928	\$150,426	\$207,425	\$2,089,443

Notes:

- 1) Bus cost calculation: Operating cost factor of 20.68% added to County portion of miles/hours
= (vehicle service hours * \$40.73) + (vehicle service miles * \$1.52) + 1.2 * \$3704/12 per vehicle/month
- 2) 224 Express Bus and East Route - Daily service from 7:00 AM to 9:00 PM (\$40.73/service hour and \$1.52/service mile)
Overhead cost factor of 20.68% added to County portion of total route miles/hours
- 2A) Adds 1- hour to 14 AM Early Morning Worker Service and 1.5 Hours for Afternoon Canyons/Kimball Trippers- Service Planned to Start November 20, 2009
- 3) Included in fully allocated benefit based cost allocation model
- 4) Included in fully allocated benefit based cost allocation model
- 5) Four buses plus 20% spare ratio = 4.8 buses rounded to nearest whole bus = 5 buses funded for replacement
Forecasting 3% per year inflation factor; 20% local dollars of a 12 yr. vehicle replacement cost = \$94,957 Local dollars is \$7,913 per year per vehicle divided by 12 months per vehicle.
- 5A) Three buses = 1 - Canyons Transit Bus + 1 - Canyons Transit Bus + 1- Canyons Circulator Cutaway
Forecasting 3% per year inflation factor to 20% of a 12 yr. vehicle replacement cost for 2 Transit Buses = \$189,914 Local dollars is \$7,913 per vehicle divided by 12 months per vehicle.
Forecasting 3% per year inflation factor to 20% of a 7 yr. vehicle replacement cost for 1 Cutaway Bus = \$14,169 Local dollars is \$2,024 per vehicle divided by 12 months per vehicle.
- 6) The Canyons Bus Route - Daily seasonal skier service from 7:00 AM to 5:30 PM (\$40.73/service hour and \$1.52/service mile)
Overhead cost factor of 20.68% added to all miles/hours of seasonal service dedicated to The Canyons resort's skier requirements.
- 7) Canyons Circulator Bus Route - Summer Service from 7:45 AM to 9:55 PM - April 13, 2009
Winter Service (12/17/09 thru 4/17/2010) from 7:00 AM to 10:00 PM (\$ 40.73 / service hour and \$ 1.52 / service mile)
Overhead Cost Factor of 20.68% added to all miles/hours of service dedicated to The Canyons.

PARK CITY MUNICIPAL CORPORATION

Public Works Department - Transit Division Current Vehicle Inventory - December 2008

Exhibit C

Bus #	Model Year	Make	Body Type	Seating	Vin #	W/C Equip.	Current Mileage	License Number	Funding	Grant No.	Local Share Paid By	Notes
621	1998	Jeep	Cherokee	5	1J4FJ68S1WL197519	No	105,424	36667EX	5311		Park City	
601	2002	Jeep	Grand Chero.	5	1J4GW48S12C303715	No	52,421	39956EX	5311	UT-18-X015	Park City	
640	1997	Gillig	Phantom	34	15GCB2010V1088313	Yes	225,733	36651EX	5311		Park City	
641	1997	Gillig	Phantom	34	15GCB2010V1088314	Yes	175,599	36652EX	5311	UT-18-X014	Park City	
645	2000	Ford	Eldorado 4x4	13	1FDWE35F6YHA95909	Yes	118,517	38810EX	5311	UT-18-X016	Park City	
646	2000	Ford	Eldorado 4x4	13	1FDWE35F4YHA95911	Yes	113,563	38811EX	5311	UT-18-X016	Park City	
647	2000	Ford	Eldorado	15	1FDWE35F2YHA95910	Yes	126,405	38819EX	5311	UT-03-0029	Park City	
648	2001	Gillig	Low-Floor	32	15GGB221511072147	Yes	155,697	39664EX	5309	UT-03-0029	Park City	
649	2001	Gillig	Low-Floor	32	15GGB221711072148	Yes	219,310	39665EX	5309	UT-03-0029	Park City	
650	2001	Gillig	Low-Floor	32	15GGB221911072149	Yes	207,023	39666EX	5309	UT-03-0029	Park City	
651	2001	Ford	Eldorado	20	1FDXE45F31HA57277	Yes	92,253	39673EX	5311	UT-03-0029	Park City	
652	2001	Ford	Eldorado	20	1FDXE45F51HA57278	Yes	104,810	39672EX	5311	UT-03-0029	Park City	
653	2002	Gillig	Low-Floor	32	15GGB221421072237	Yes	214,874	39967EX	5311	UT-18-X017	Park City	
654	2002	Gillig	Low-Floor	32	15GGB221621072238	Yes	193,717	39968EX	5311	UT-18-X016	Park City	
655	2002	Gillig	Low-Floor	32	15GGB221821072239	Yes	197,430	39969EX	5311	UT-18-X018	Park City	
656	2002	Gillig	Low-Floor	32	15GGB221421072240	Yes	204,759	39970EX	5311	UT-18-X013	Park City	
657	2004	Gillig	Low-Floor	32	15GGB291941074350	Yes	103,124	39999EX	5311	UT-18-X023	Summit County	
658	2004	Gillig	Low-Floor	32	15GGB291041074351	Yes	192,031	41059EX	5311	UT-18-X021	Park City	
659	2004	Gillig	Low-Floor	32	15GGB291241074352	Yes	178,987	41058EX	5311	UT-18-X022	Summit County	
660	2004	Gillig	Low-Floor	32	15GGB291441074353	Yes	167,861	40000EX	5311	UT-18-X020	Park City	
661	2004	CCC	Trolley	30	4UZAUBV05CN77131	Yes	67,861	41078EX	5309	UT-03-0049	Park City	
662	2005	Gillig	Low-Floor	32	15GGB291051074464	Yes	113,410	41092EX	5309	UT-03-0049	Park City	
663	2005	Gillig	Low-Floor	32	15GGB291251074465	Yes	205,500	41093EX	5309	UT-03-0049	Park City	
664	2005	Gillig	Low-Floor	32	15GGB291451074466	Yes	180,861	41094EX	5309	UT-03-0049	Park City	
665	2005	Gillig	Low-Floor	32	15GGB291651074467	Yes	202,410	41095EX	5309	UT-03-0049	Park City	
667	2006	Gillig	Low-Floor	32	15GGB291161076502	Yes	118,516	41272EX	5309	UT-03-0049	Park City	
668	2006	Gillig	Low-Floor	32	15GGB291361076503	Yes	195,530	41273EX	5309	UT-03-0049	Park City	
669	2006	Gillig	Low-Floor	32	15GGB291561076504	Yes	133,869	41274EX	5309	UT-03-0049	Park City	
670	2006	Gillig	Low-Floor	32	15GGB291761076505	Yes	150,272	41275EX	5309	UT-03-0049	Park City	
671	2006	Gillig	Low-Floor	32	15GGB291961076506	Yes	26,040	41276EX	5309	UT-03-0049	Park City	
672	2006	Gillig	Low-Floor	32	15GGB291061076507	Yes	132,300	41277EX	5309	UT-03-0049	Park City	
673	2006	Gillig	Low-Floor	32	15GGB291261076508	Yes	126,929	41278EX	5309	UT-03-0049	Park City	
674	2008	Gillig	Low-Floor	32	15GGB271281079214	Yes	1,201	203766EX	5311	48396	Park City	
675	2008	Gillig	Low-Floor	32	15GGB271281079215	Yes	1,356	203767EX	5311	58025	Park City	
676	2008	Gillig	Low-Floor	32	15GGB271281079216	Yes	1,521	203768EX	5311	78296	Park City	
677	2008	Gillig	Low-Floor	32	15GGB271281079217	Yes	1,236	203769EX	5311	78263	Park City	
510	2003	Ford	F-450 4X4	3	1FDXF47F63EA32887	No	28,350	39965EX	5311	UT-18-X015	Park City	

**FIRST AMENDMENT TO PARK CITY MUNICIPAL CORPORATION AND SUMMIT
COUNTY INTERLOCAL TRANSPORTATION AGREEMENT**

THIS AGREEMENT ("AGREEMENT") is made and entered into this 15th day of DECEMBER, 2009, by and between the Park City Municipal Corporation (hereafter "the CITY") and the COUNTY of Summit (hereafter "COUNTY"), bodies corporate and politic of the state of Utah.

WHEREAS, the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Ann. 1953, as amended, authorizes public agencies to enter into AGREEMENT with one another for joint or cooperative action; and

WHEREAS, the COUNTY and the CITY are public agencies desiring to provide quality and efficient transit services for residents within their respective jurisdictions, and

WHEREAS, the COUNTY has established the SNYDERVILLE BASIN TRANSIT DISTRICT to provide partial funding for operational and capital expenses associated with public transit services in the Snyderville Basin area (Identified in Exhibit E); and

WHEREAS, the CITY has the management and technical personnel and the necessary expertise and assets useful for the support of the COUNTY'S transportation project; and

WHEREAS, the COUNTY desires to obtain such services from the CITY; and

WHEREAS, the CITY is desirous of providing such services; and

WHEREAS, it is in the best interests of both parties to provide efficient delivery of transportation services; and

WHEREAS, the CITY is implementing the construction of its Expanded Ironhorse Transit Facility; and

WHEREAS, the County desires to use a portion of the Expanded Ironhorse Facility according to the terms of this First Amended Agreement;

NOW THEREFORE, in consideration of the foregoing recitals, and the consideration and covenants hereinafter agreed to, the parties commit themselves to the following contractual terms:

INCORPORATED DOCUMENTS: In addition to the terms and conditions of the AGREEMENT, the parties agree that the following documents are hereby incorporated by reference herein and are as fully a part of this AGREEMENT:

1. The Cost Worksheet and Monthly Payment Schedule attached as Exhibits "A" and "B" and hereinafter referred to as "Cost Worksheet" and "Monthly Payment Schedule".

2. The Equipment Inventory attached as Exhibit “C” and hereinafter referred to as “Equipment Inventory”.

The parties further agree that the precedence of the documents in descending order shall be as follows:

- a. This AGREEMENT
- b. The Cost Worksheet, Monthly Payment Schedule, and Equipment Inventory
- c. Summit County Park City Short Range Transit Development Plan – Prepared by LSC – November, 2007.

1. SERVICES:

- 1.1. Purpose: The COUNTY hereby contracts with the CITY to provide transportation management and operations services upon the terms and conditions hereinafter set forth.
- 1.2. Scope of Work: To provide Management and Staff for the operations of the COUNTY service including: management, accounting, operation, as further detailed in this AGREEMENT.
- 1.3. Joint Transit Advisory Board: The CITY and COUNTY have established a Joint Transit Advisory Board which will make recommendations to both the CITY and COUNTY regarding service rate fees, scheduling, routes, level of service, look of buses and strategies for supplementing service as well as further regionalization. The Joint Transit Advisory Board shall be comprised of one County Councilor, one City Council representative, Summit County Public Works Administrator and Park City Deputy Public Works Director. Park City Transit staff will provide technical support to the Joint Transit Advisory Board as required. At a minimum, the Joint Transit Advisory Board shall meet:
 1. in February of each year to prepare an updated transit plan for inclusion in the Statewide Transportation Improvement Plan (STIP)
 2. in August of each year to review this agreement, the service rate fees and develop a draft budget and service plan for the next calendar year.

2. TERM AND TERMINATION

- 2.1 Contract Term: The term of this AGREEMENT shall be from January 1, 2010 through December 31, 2010 and shall automatically renew for successive one (1) year terms, until such time as either party serves written notice of termination. Such termination notice may only be given on or before August 30th each year. In no circumstances shall this AGREEMENT exceed fifty (50) years in duration.
- 2.2 Review Process: The CITY and COUNTY shall annually review their transportation services and shall cooperate in resolving issues as they arise in a manner that is mutually beneficial and satisfactory to CITY and COUNTY. The COUNTY will determine what routes and services are

provided outside Park City Municipal limits if paid for by the COUNTY. The CITY will determine what routes and services are provided inside Park City Municipal limits if paid for by the CITY. In the event that any modification to this AGREEMENT is required in light of these annual reviews, the parties may enter into amendments, addenda or other written manifestation of any modifications to the AGREEMENT, which modifications must be in writing and signed by both the CITY and the COUNTY.

2.3 Disposition of Property Upon Termination of Agreement: Upon complete or partial termination of this agreement equipment identified in the Equipment Inventory , attached to this AGREEMENT as Exhibit “B”, will be disposed of as follows:

1. Equipment funded in whole or in part with United States Federal Transit Administration 5309 or 5311 funds will be disposed of in accordance with all requirements set forth in the current United States of America, Department of Transportation, and Federal Transit Administration, Master Agreement, hereinafter referred to as the Master Agreement. The agency which provided local matching funds for the purchase of each piece of equipment identified in the Equipment Inventory will , subject to provisions of the Master Agreement:
 - a. determine disposition of that piece of equipment: and
 - b. assume financial responsibility for any remaining federal interest in that piece of equipment.
2. Equipment paid for with local funds will remain the property of the agency which provided the local funds for the purchase of that equipment.

3. COMPENSATION AND PAYMENT

- 3.1 Maximum Obligation: The COUNTY agrees to pay for COUNTY’S services as described herein as Exhibit A and Exhibit B. The maximum price to be paid by the COUNTY to the CITY each contract year shall not exceed the sums set forth in the Cost Worksheet, attached to this AGREEMENT as Exhibit “B” and reviewed annually except as such Maximum Obligation may be increased upon mutual written AGREEMENT because of an increase in number of Vehicle Service Hours or Vehicle Service Miles, or other material change in the project, above those set forth in Exhibit “B”. The timing of payments shall be in accordance with Exhibit “B”. Any increase in the Maximum Obligation shall require approval by the applicable governmental funding agencies.
- 3.2 Price Formula: The COUNTY agrees to pay for performance of the services set forth in the AGREEMENT in accordance with Exhibit “A”.
- 3.3 Equipment and Facilities: The CITY will administer the purchase of equipment and federal or state grants relating to regional transit services. Any federal or state bus allocations in the name of the COUNTY shall be

transferred to the CITY. All equipment purchased with Federal Transit Administration 5309 and 5311 funds on behalf of the COUNTY shall be recorded in the Equipment Inventory and shall serve as formal record of the County's interest in this equipment. The COUNTY shall pay the local match for any/all such purchases. The COUNTY and CITY will make best efforts to jointly secure future sites and funding for the park and ride facilities, bus maintenance and other capital facilities needed to facilitate the regional transportation system.

- 3.4 Change. In the event the COUNTY requests changes in the Scope of Work which, during any contract year, comprise a cumulative total of less than fifteen percent (15%) above or below that specified in the Cost Worksheet, compensations shall be adjusted according to the Pricing Formula set forth in Paragraph 3.2, Price Formula, and the Maximum Obligation stated in Paragraph 3.1 shall be adjusted accordingly. Changes in the Scope of Work which, during a contract year, comprise a cumulative total in excess of fifteen percent (15%) above or below that specified in the Cost Worksheet shall result in adjustment of the rates specified in Paragraph 3.2, Price Formula herein to reflect the effect on those rates caused by the requested change. The COUNTY shall issue written Change Orders to the CITY detailing all requested changes in scope. Change orders shall either specify a cost limit or shall be subject to subsequent negotiations and shall require the CITY'S acceptance to become effective.
- 3.5 Audit: Upon reasonable request, CITY shall permit the authorized representative of the COUNTY, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the CITY relating to performance under this AGREEMENT.
- 3.6 Expanded Ironhorse Transit Facility. The COUNTY acknowledges that the CITY is undertaking the expansion of the CITY'S existing transit facility located at 1053 Ironhorse Drive in Park City.
 - 3.6.1 City shall , subject to capacity of the Expanded Ironhorse Transit Facility, allow Summit County to use bus storage and maintenance bays for transit buses utilized to provide services under this agreement.
 - 3.6.2 Payment for Use. COUNTY will pay monthly for the twenty (20) year term the payment set forth in Exhibit D to this First Amended Agreement.
 - 3.6.3 Use of Expanded Ironhorse Facility. COUNTY'S use of the Expanded Ironhorse Transit Facility shall be solely for the storage and maintenance of transit buses utilized to provide service under this agreement.
 - 3.6.4 Change in Use. Any modification to the Expanded Ironhorse Transit Facility shall be at CITY's expense and shall not impact COUNTY'S use of that facility.

4. INSURANCE

- 4.1 Comprehensive General Liability Insurance: Throughout the term of this AGREEMENT, the CITY shall procure and maintain a Comprehensive General Liability Policy providing \$2,000,000 (TWO MILLION DOLLARS) each occurrence and \$4,000,000 general aggregate Bodily Injury and Property Damage. Said coverage may be provided through one or more policies and shall include coverage for premises, personal injury and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Such vehicle insurance shall be provided as specified in Paragraph 4.3 of the AGREEMENT, vehicle insurance. Such policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.
- 4.2 Throughout the term of this AGREEMENT, the County shall procure and maintain a Comprehensive General Liability Policy providing \$2,000,000 (TWO MILLION DOLLARS) each occurrence and \$4,000,000 general aggregate Bodily Injury and Property Damage for County owned and maintained transit centers, bus stops, shelters, rest rooms and other passenger amenities. Said coverage may be provided through one or more policies and shall include coverage for premises, personal injury and blanket contractual, but shall not include coverage for vehicle liability and/or vehicle physical damage insurance. Such policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the CITY.
- 4.3 Vehicle Insurance:
1. Throughout the terms of this AGREEMENT the CITY shall provide vehicle liability insurance in the amount of \$2,000,000 (TWO MILLION DOLLARS) each occurrence and \$4,000,000 general aggregate Bodily Injury and Property Damage. Coverage may be provided through one or more policies and shall include: Collision and Comprehensive physical damage coverage with a \$10,000 (TEN THOUSAND DOLLAR) deductible Uninsured Motorist (UM) and Personal Injury Protection (PIP) with coverage limits as required by law. The CITY shall name the COUNTY as additional insured and shall furnish the COUNTY with evidence of insurance. Such policy or policies shall provide that they may not be cancelled without at least sixty (60) days prior written notice to the COUNTY.
 2. In case of damage or destruction of any vehicle or vehicles provided by the COUNTY under the terms of this AGREEMENT, the COUNTY agrees that liability for the CITY for said damage or destruction shall be limited to the appraised fair market value of the vehicle(s) at the time of the loss.

3. In the event that addition, deletion, or acquisition of new vehicles results in changes in the vehicle fleet, the compensation paid to the CITY for the purpose of maintaining insurance coverage on said vehicles shall be subject to immediate renegotiations (up or down) to equitably adjust the documented actual premium cost under the insurance policy then in effect.

5. RESPONSIBILITIES OF THE CITY

5.1 MANAGEMENT: During the term of this AGREEMENT, the CITY shall provide sufficient executive and administrative personnel as shall be necessary and required to perform its duties and obligations under the terms hereof. The Summit County - Park City Short Range Transit Development Plan should be used as a basis when making management decisions.

5.2 Medical Assistance to Passengers: In the event of injury or illness on board a vehicle, the driver shall advise the dispatcher and request directions or follow established City policy.

5.3 Uniform: CITY shall require its employees to wear uniforms for the COUNTY service consistent with the CITY'S uniform policy.

5.4 Emergency Procedures: In the event of a major emergency such as an earthquake, dam failure, fire or man-made catastrophe, CITY shall be entitled to make transportation and communication resources available to a degree possible for emergency assistance. If the normal line of direct authority from the COUNTY is intact, the CITY shall follow the instructions of authorized COUNTY officials. If the normal line of direct authority is broken, and for the period while it is broken, the CITY shall make best use of transportation resources following to the degree possible, under the direction of, but not limited to, the Incident Commander, the Incident Liaison, the City Emergency Operations Center (EOC) or other responsible entity. Emergency use of transportation may include evacuation, transportation of injured, temporary shelter during inclement weather and movement of people to food and/or shelter. CITY shall be reimbursed in accordance with the normal "Price Formula" identified on Exhibit "A" or if the normal method does not cover the types of emergency services involved, then on the basis of fair, equitable and prompt reimbursement of City's actual costs. Reimbursement for such major emergency services shall be over and above "Maximum Obligation" specified in Paragraph 3.1 of this AGREEMENT. As soon as practicable after the emergency condition ceases, CITY shall reinstitute normal transportation services.

5.5 Reporting: On monthly basis, the CITY shall prepare and forward to the COUNTY a performance monitoring report, providing at a minimum the following information:

1. Total ridership over the period, by route
2. Vehicle service-hours and service-miles provided
3. Percent on-time performance
4. Number/percent of missed trips
5. Number of missed passenger
6. Management and marketing activities conducted

7. Financial summary, including budget versus actual expenditures
8. Performance Indicators
9. Any press coverage or articles regarding the transit service

5.6 Financial Assistance: The City shall be responsible for receiving and distributing Federal and State transit financial assistance awarded to the City/County using the following distribution methodology:

Capital Assistance: funds will be distributed to the projects identified in the associated capital assistance grant application and included in the approved Utah Statewide Transit Improvement Plan (STIP) prepared by the Joint Transit Advisory Board and submitted annually to the Utah Department of Transportation (UDOT).

Operating Assistance: funds will be distributed to the County and City using a ratio of each entity's award year budget as a percentage of the entity's combined budgets (e.g., County Transit Budget/(City Transit Budget + County Transit Budget)).

6. AUTHORIZATION

6.1 Control: The CITY shall render all services under this AGREEMENT in a manner consistent with the policies of the COUNTY and the Joint Transit Advisory Board. Modification of existing policies or adoption of new policies during the term of this AGREEMENT which affect the CITY'S performance of services shall be treated as "Changes" pursuant to Paragraph 3.4 herein.

6.2 The COUNTY shall not interfere with the management of the CITY'S normal internal business affairs and shall not attempt to directly discipline or terminate the CITY'S employees. The COUNTY will advise the CITY of its inadequate performance which has a negative effect on the service being provided and the CITY shall take prompt action to remedy the situation.

6.3 Communications: all notices to be given by parties to this AGREEMENT shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail

6.4 Notices to the CITY shall be addressed to:

Park City Municipal Corporation
Attn: Kent Cashel
P.O. Box 1480
Park City, UT 84060

6.5 Notice to the COUNTY shall be addressed to

Summit County
Attn: Kevin Callahan
P.O. Box 128
Coalville, UT 84017

6.6 Either the CITY or the COUNTY may change its officer or address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

7. UNANTICIPATED EVENTS

7.1 Force Majeure: Neither party shall be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of such party. Such events may include, but are not restricted to, the following: Acts of God; fire; epidemics; earthquake; floods or other natural disaster; acts of the state or federal government; riots; strikes, war or civil disorder; unavailability of fuel.

7.2 Major Costs Impact: The AGREEMENT shall be subject to timely renegotiation in scope in the event that:

1. The inflation rate, as measured by the Consumer Price Index for all Urban Consumers (CPI-U), exceeds a rate of ten percent (10%) in any 12-month period during the term hereof;
2. Travel and/or insurance costs increase to a level ten percent (10%) greater than the industry prevailing rates in effect as of the date of this AGREEMENT.
3. Diesel fuel price per gallon paid by the City increases to a level ten percent (10%) greater than the per gallon price the City paid to its fuel supplier on July 1st of the current City fiscal year.
4. Mandated minimum wage applicable to project employees is raised to a level above the wages then being paid to those employees; or
5. National health care program mandates medical coverage for all employees.

In the event that one or more of the conditions occur, the parties shall, in a timely manner, meet to negotiate a mutually acceptable adjustment to the rates of compensation specified in Paragraph 3.2, Price Formula and Maximum Obligations specified in Paragraph 3.1 and/or modifications of the services to be provided pursuant to the Scope of Work. If the parties are unable to reach a mutually-acceptable resolution, either party may exercise their rights of termination pursuant to Paragraph 2.1

7.3 Shortages and Delays: In the event that the COUNTY fails to provide or delays providing items as herein provided in the number, size and/or condition required, then the CITY shall not be responsible for any delays or resulting decline in the quality of service

8. GENERAL TERMS AND CONDITIONS

8.1 Civil Rights Requirements: CITY shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to discrimination in

employment because of age, race, religion, color, sex, physical or mental disability, marital status or national origin.

- 8.2 Disadvantaged Business Enterprise: In connection with the performance of this AGREEMENT, the CITY shall cooperate with the COUNTY in meeting its commitments and goals for DBE participation.
- 8.3 Lobbying: No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT or to any benefit arising there from.
- 8.4 Complete AGREEMENT. This AGREEMENT contains the entire AGREEMENT of the parties and there are no other promises or conditions in any other AGREEMENTS whether oral or written. The invalidity in whole or in part of any provisions of this AGREEMENT shall not affect the validity of other provisions.
- 8.5 Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in the AGREEMENT shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of the AGREEMENT which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders the AGREEMENT meaningless.
- 8.6 Modification: the covenants and conditions contained in this AGREEMENT fully express all understandings of the parties concerning all matters covered and shall constitute the total AGREEMENT. Except as may otherwise be provided herein, no addition to or alteration of, the terms of this AGREEMENT, whether by written or verbal understanding of the parties, their officer, agents or employees, shall be valid unless made in the form of a written amendment to this AGREEMENT, which is formally approved and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective officer duly authorized on the date written below their signatures:

SUMMIT COUNTY
MANAGER

By _____

Date 12-9-09

PARK CITY MUNICIPAL CORPORATION

By _____

Date 12/15/09

ATTEST:

Kenneth Callahan

Approved as to form:

Dan Z. Thomas

Date 12/21/2009

ATTEST:

[Signature]

Dep City Attorney

Date 12/14/09

Exhibit A

Item	Total Actual Cost during FY 2008-2009				
	Total	Service Hrs	Service	Vehicle	Operating
Driver's Salaries & Benefits	\$2,498,843	\$2,498,843			
Supervisor's Salaries & Benefits	\$328,795	\$328,795			
Manager's Salaries	\$239,188				\$239,188
Admin. Charge (Gen. Fund)	\$484,730				\$484,730
Subscriptions	\$1,053				\$1,053
Memberships	\$6,723				\$6,723
Public Notices	\$2,533				\$2,533
Meetings, Conf., Travel	\$20,083				\$20,083
Recruitment/Training	\$19,159				\$19,159
Department Supplies	\$60,180				\$60,180
Office Supplies	\$2,412				\$2,412
Postage	\$877				\$877
Uniforms	\$35,053	\$35,053			
Building Maintenance	\$30,522				\$30,522
Printing	\$23,312				\$23,312
Photocopying	\$81				\$81
Electricity	\$12,578				\$12,578
Natural Gas	\$0				\$0
Telephone	\$1,789				\$1,789
Cellular Phone	\$5,810				\$5,810
Computer	\$0				\$0
Professional Services	\$4,708				\$4,708
Consulting Services	\$124,805				\$124,805
Vehicles and Equipment	\$9,349				\$9,349
Street Signs	\$5,072				\$5,072
Vehicle - Fuel	\$600,000		\$600,000		
Vehicle - Parts and Main. & Washing	\$677,000		\$677,000		
Vehicle Insurance	\$100,000			\$100,000	
Total Expenditures	\$5,294,653	\$2,862,691	\$1,277,000	\$100,000	\$1,054,963
Unit Quantities		66,916	1,033,806	34	E/(B+C+D)
Cost Per Unit		\$42.78	\$1.24	\$2,941.18	24.88%

11/30/2009

4:53 PM

PARK CITY - SUMMIT COUNTY TRANSIT
Billing Schedule for 2010 Summit County Bus Service

Fully Allocated Benefit Based Cost Allocation Model

Service	Jan-10	Feb-10	Mar-10	Apr-10	May-10	Jun-10	Jul-10	Aug-10	Sep-10	Oct-10	Nov-10	Dec-10	Total
Kimball Junction Service													
Bus 1: for 30 min Kim & West (1)	\$31,474	\$28,464	\$31,474	\$26,310	\$24,685	\$23,901	\$24,685	\$24,685	\$23,901	\$24,685	\$23,901	\$29,316	\$317,481
Bus 2: for 30 min Kim & West (1)	\$31,474	\$28,464	\$31,474	\$26,310	\$24,685	\$23,901	\$24,685	\$24,685	\$23,901	\$24,685	\$23,901	\$29,316	\$317,481
Bus 3: for 30 min Kim & West (1)	\$31,474	\$28,464	\$31,474	\$26,310	\$24,685	\$23,901	\$24,685	\$24,685	\$23,901	\$24,685	\$23,901	\$29,316	\$317,481
Bus 4: for Hourly Express & East (2)	\$35,992	\$32,545	\$35,992	\$33,228	\$33,357	\$32,293	\$33,357	\$33,357	\$32,293	\$33,357	\$32,293	\$34,577	\$402,640
Early Morning Helper Service (2A)	\$1,747	\$1,614	\$991	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,035	\$5,387
Expanded ADA Service (3)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Marketing (4)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Vehicle Replacement Fund (5)	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$3,355	\$40,265
Total - Kimball Service	\$135,518	\$122,906	\$134,761	\$115,513	\$110,768	\$107,350	\$110,768	\$110,768	\$107,350	\$110,768	\$107,350	\$126,917	\$1,400,736
The Canyons Bus Service													
Bus 5 (6)	\$24,643	\$22,294	\$24,643	\$8,981	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,821	\$100,382
Bus 6 (6)	\$24,643	\$22,294	\$24,643	\$8,981	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,821	\$100,382
Canyons Circulator (7)	\$35,275	\$31,897	\$35,275	\$33,965	\$34,974	\$33,858	\$34,974	\$34,974	\$33,858	\$34,974	\$33,858	\$35,277	\$413,162
Annual Vehicle Replacement Fund (5A)	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$1,699	\$20,393
Total - Canyons Service	\$86,260	\$78,184	\$86,260	\$53,627	\$36,674	\$35,557	\$36,674	\$36,674	\$35,557	\$36,674	\$35,557	\$76,619	\$634,319
Total - Kimball & Canyons Service	\$221,778	\$201,090	\$221,022	\$169,139	\$147,442	\$142,908	\$147,442	\$147,442	\$142,908	\$147,442	\$142,908	\$203,536	\$2,035,055

Notes: See Addendum One - Exhibit A for Cost per Service Hour / Mile and Overhead Cost Calculations

1) 224 Local Bus and West Route (\$42.78/service hour and \$1.24/service mile) Based on County Portion of Service Hours / Miles

Overhead cost factor of 24.88% added to County portion of total route miles/hours

2) 224 Express Bus and East Route (\$42.78/service hour and \$1.24/service mile) Based on County Portion of Service Hours / Miles

Overhead cost factor of 24.88% added to County portion of total route miles/hours

2A) Adds 0.42 Service Hours and 14.4 Service Miles daily to the 6 AM Schedule to accommodate Winter Season Early Morning Worker Service Loads

3) Included in fully allocated benefit based cost allocation model

4) Included in fully allocated benefit based cost allocation model

5) Four buses plus 20% spare ratio = 4.8 buses rounded to nearest whole bus = 5 buses funded for replacement

Forecasting 3% per year inflation factor to 20% local dollars of a 12 yr. vehicle replacement cost = \$96,637. Local dollars is \$8,053 per year per vehicle divided by 12 months per vehicle

5A) Three buses = 2 - Canyons Transit Buses + 1 Canyons Circulator Cutaway

Forecasting 3% per year inflation factor to 20% local dollars of a 12 yr. vehicle replacement cost = \$96,637. Local dollars is \$8,053 per year per vehicle divided by 12 months per vehicle

Forecasting 3% per year inflation factor to 20% local dollars of a 10 yr. vehicle replacement cost for 1 Cutaway Bus = \$47,8746. Local dollars is \$4,278 per year divided by 12 months.

6) The Canyons Bus Route - Daily seasonal skier service from 7:00 AM to 5:30 PM (\$42.78/service hour and \$1.24/service mile) Based on Total Service Hours / Miles

Overhead cost factor of 24.88% added to all miles/hours of seasonal service dedicated to The Canyons resort's skier requirements.

7) Canyons Circulator Bus Route -

Summer Service operates from 7:45 AM to 9:55 PM

Winter Service operates from 7:00 AM to 11:00 PM (\$42.78/service hour and \$1.24/service mile) Based on Total Service Hours / Mile

Overhead cost factor of 24.88% added to all miles/hours of service dedicated to The Canyons.

PARK CITY MUNICIPAL CORPORATION

Public Works Department - Transit Division Current Vehicle Inventory - December 2009

Exhibit C

Bus #	Model Year	Make	Body Type	Seating	Vin #	W/C Equip.	Current Mileage	License Number	Funding	Grant No.	Local Share Paid By	Notes
601	2002	Jeep	Grand Chero.	5	1J4GW48S12C303715	No	65,525	39956EX	5311	UT-18-X015	Park City	
602	2009	Chev	Colorado	5	1GCDT13E998133361	No	10,788	204276EX	53111		Park City	
603	2009	Chev	Equinox	5	2CNDL23F696234874	No	5,780	204354EX	5311		Park City	
604	2009	Chev	Malibu	5	10D98215964	No	5,921	204353EX	5311		Park City	
640	1997	Gillig	Phantom	34	15GCB2010V1088313	Yes	235,106	36651EX	5311		Park City	
641	1997	Gillig	Phantom	34	15GCB2010V1088314	Yes	184,189	36652EX	5311	UT-18-X014	Park City	
645	2000	Ford	Eldorado 4x4	13	1FDWE35F6YHA95909	Yes	164,924	38810EX	5311	UT-18-X016	Park City	
646	2000	Ford	Eldorado 4x4	13	1FDWE35F4YHA95911	Yes	166,776	38811EX	5311	UT-18-X016	Park City	
647	2000	Ford	Eldorado	15	1FDWE35F2YHA95910	Yes	145,315	38819EX	5311	UT-03-0029	Park City	
648	2001	Gillig	Low-Floor	32	15GGB221511072147	Yes	270,940	39664EX	5309	UT-03-0029	Park City	
649	2001	Gillig	Low-Floor	32	15GGB221711072148	Yes	219,310	39665EX	5309	UT-03-0029	Park City	
650	2001	Gillig	Low-Floor	32	15GGB221911072149	Yes	207,023	39666EX	5309	UT-03-0029	Park City	
651	2001	Ford	Eldorado	20	1FDXE45F31HA57277	Yes	139,998	39673EX	5311	UT-03-0029	Park City	
652	2001	Ford	Eldorado	20	1FDXE45F51HA57278	Yes	129,783	39672EX	5311	UT-03-0029	Park City	
653	2002	Gillig	Low-Floor	32	15GGB221421072237	Yes	214,874	39967EX	5311	UT-18-X017	Park City	
654	2002	Gillig	Low-Floor	32	15GGB221621072238	Yes	193,717	39968EX	5311	UT-18-X016	Park City	
655	2002	Gillig	Low-Floor	32	15GGB221821072239	Yes	197,430	39969EX	5311	UT-18-X018	Park City	
656	2002	Gillig	Low-Floor	32	15GGB221421072240	Yes	204,759	39970EX	5311	UT-18-X013	Park City	
657	2004	Gillig	Low-Floor	32	15GGB291941074350	Yes	135,160	39999EX	5311	UT-18-X023	Summit County	
658	2004	Gillig	Low-Floor	32	15GGB291041074351	Yes	224,127	41059EX	5311	UT-18-X021	Park City	
659	2004	Gillig	Low-Floor	32	15GGB291241074352	Yes	225,534	41058EX	5311	UT-18-X022	Summit County	
660	2004	Gillig	Low-Floor	32	15GGB291441074353	Yes	167,861	40000EX	5311	UT-18-X020	Park City	
661	2004	CCC	Trolley	30	4UZAUBV05CN77131	Yes	161,914	41078EX	5309	UT-03-0049	Park City	
662	2005	Gillig	Low-Floor	32	15GGB291051074464	Yes	161,958	41092EX	5309	UT-03-0049	Park City	
663	2005	Gillig	Low-Floor	32	15GGB291251074465	Yes	223,028	41093EX	5309	UT-03-0049	Park City	
664	2005	Gillig	Low-Floor	32	15GGB291451074466	Yes	180,861	41094EX	5309	UT-03-0049	Park City	
665	2005	Gillig	Low-Floor	32	15GGB291651074467	Yes	242,948	41095EX	5309	UT-03-0049	Park City	
667	2006	Gillig	Low-Floor	32	15GGB291161076502	Yes	161,914	41272EX	5309	UT-03-0049	Park City	
668	2006	Gillig	Low-Floor	32	15GGB291361076503	Yes	183,468	41273EX	5309	UT-03-0049	Park City	
669	2006	Gillig	Low-Floor	32	15GGB291561076504	Yes	185,553	41274EX	5309	UT-03-0049	Park City	
670	2006	Gillig	Low-Floor	32	15GGB291761076505	Yes	190,925	41275EX	5309	UT-03-0049	Park City	
671	2006	Gillig	Low-Floor	32	15GGB291961076506	Yes	78,082	41276EX	5309	UT-03-0049	Park City	
672	2006	Gillig	Low-Floor	32	15GGB291061076507	Yes	180,015	41277EX	5309	UT-03-0049	Park City	
673	2006	Gillig	Low-Floor	32	15GGB291261076508	Yes	174,259	41278EX	5309	UT-03-0049	Park City	
674	2008	Gillig	Low-Floor	32	15GGB271281079214	Yes	43,488	203766EX	5311	48396	Park City	
675	2008	Gillig	Low-Floor	32	15GGB271281079215	Yes	33,759	203767EX	5311	58025	Park City	
676	2008	Gillig	Low-Floor	32	15GGB271281079216	Yes	31,357	203768EX	5311	78296	Park City	
677	2008	Gillig	Low-Floor	32	15GGB271281079217	Yes	59,839	203769EX	5311	78263	Park City	
510	2003	Ford	F-450 4X4	3	1FDXF47F63EA32887	No	37,388	39965EX	5311	UT-18-X015	Park City	

Exhibit D

Facility Costs		
Facility Design and Engineering Cost	\$	1,100,000
Facility Construction Cost	\$	8,900,000
	\$	10,000,000
ARRA Funding	\$	(3,000,000)
Remainder	\$	7,000,000
Federal Share	\$	5,600,000
Local Share (20% of remainder)	\$	1,400,000

Facility Payment		
Annual Interest Rate		0.0093
Monthly Interest Rate		0.000775
Monthly Periods		240
Annual Payments		20
County Present Value	\$	329,412
Future Value		0
Payment		1
Lump Sum		(\$329,412)
Monthly Payment		(\$1,503.46)
Annual Payment		(\$17,958.36)

Capital Renewal		
Replacement Cost	\$	9,000,000
Annual Capital Renewal as % of		
Replacement Cost		2%
Total Annual Capital Renewal	\$	180,000
County Annual Payment	\$	42,353
County Monthly Payment	\$	3,529

Lump Sum Payment	(\$329,412)
Annual Lease Payment	(\$60,311.31)
Monthly Lease Payment	(\$5,032.87)

Annual or Monthly Capital Renewal Still Applies Throughout Term of Lease

Fleet Percentage and Capital Renewal fund recalibrated with each SRTDP

Interest Rate using August Utah State Treasurer PTIF Pool Rate, rate adjusted each august

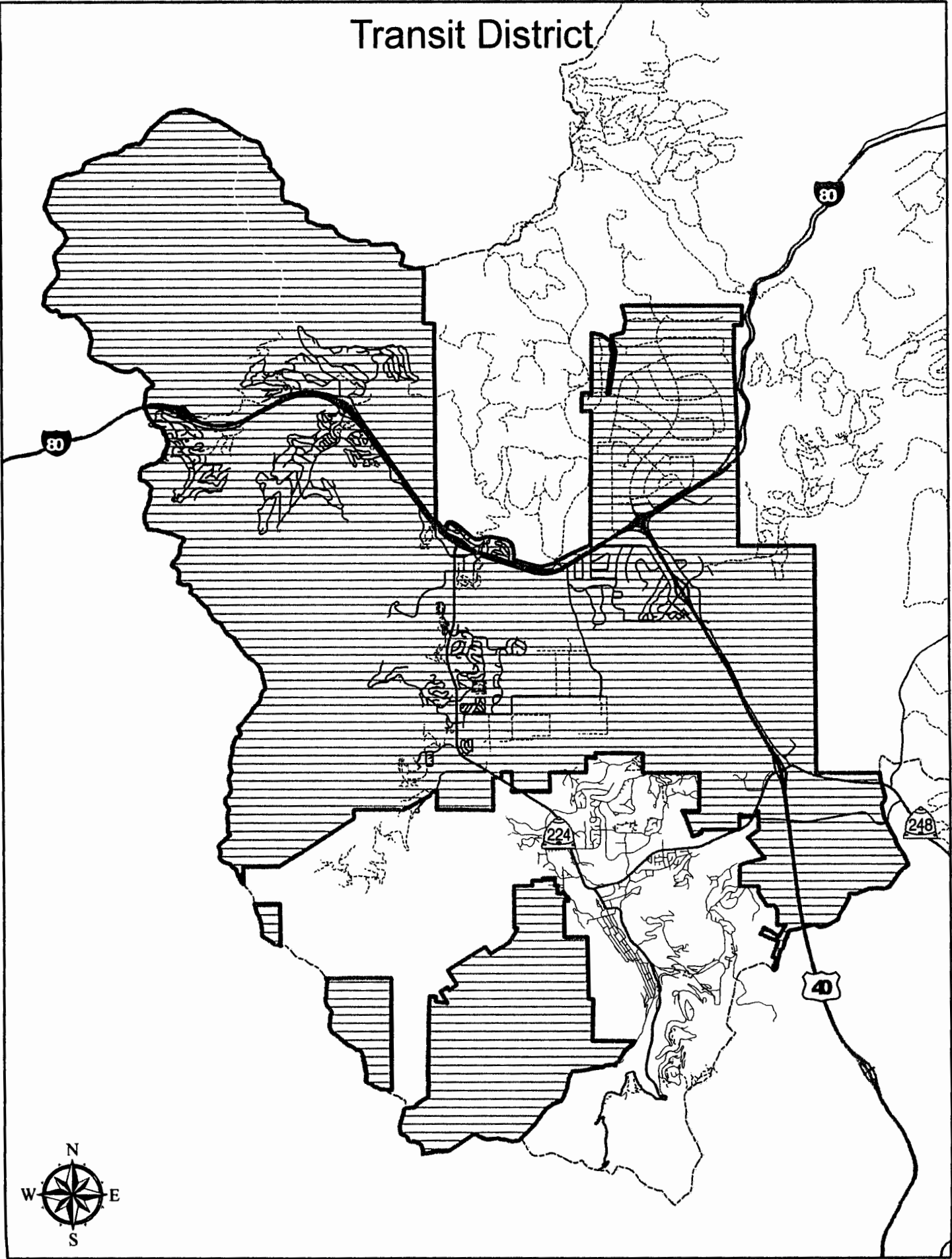
Does not reflect any finance costs that may be required if grant fund timing requires bridge financing

Capital Renewal fund will not be utilized for general facility maintenance only for the replacement of facility systems and subsystems to maintain or extend the facility's useful life.

The City shall maintain ongoing accounting record of the capital renewal fund sufficient to describe and document revenues, expenditures and fund balance.

Fleet Breakdown

Canyons Ski Service	2
Canyons Connector	1
Kimball Shuttle	4
ADA	0
Spare Bus	1
County Fleet	8
City Buses	22
City Trolley	1
City 25' Cutaways	2
City ADA	1
City Fleet	26
Combined Fleet	34
	Fleet %
County Buses	8 24%
City Buses	26 76%
	34



Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Jonathan Weidenhamer

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

4:15 p.m. Senior Update - Interim Facility Options

Suggested Action:

Provide Direction to Staff on Next Steps

Attachments:

[Senior Temporary Facility Staff Report](#)

[Exhibit A: Temporary Facility Location Background and Rankings](#)

[Exhibit B: Current Senior Program and Floorplan](#)

[Exhibit C: LPA Overview and Budget](#)

Staff Report



Subject: Consideration of a Temporary Senior Facility
Authors: Jonathan Weidenhamer
Department: Sustainability
Date: December 19, 2019
Type of Item: Administrative

Summary Recommendation

In response to Council request, staff has provided a quick assessment of potential alternative temporary senior center locations. Council should direct on which option(s) is preferable to conduct additional evaluation.

Background

Over a series of meetings in spring 2018, Council, Summit County, staff and registered senior members agreed to a temporary senior center at the Christian Center until a longer term solution was determined. The current facility, provided and maintained by PCMC but operated by Summit County, is located on Woodside Avenue and will be displaced next spring due to the Woodside Phase II Community Housing development.

Council has spent several years evaluating potential locations for a senior center including new or adaptive reuses of existing facilities such as City Park adjacent to Mawhinney/Skate Park, the MARC, the Library, the Recreation Building at City Park, and Miner's Hospital. Each location has various pros and cons, costs, and construction/reconstruction schedules.

This report seeks to build upon what we know already (City Council's commitment to our seniors' needs and preferences), Council's desire to quickly reevaluate alternative short-term locations, understand funding sources and limitations, anticipated costs and potential construction schedules. An overview of the current senior program can be found in Exhibit B.

In addition, the City, County, and School District held a regional meeting in November where a bulk of the discussion surrounded a mutual commitment to potentially establish a regional facility home to various types of community services and programs, including seniors. A permanent location for senior services within a shared facility was met with interest and agreement to explore. Subsequently, City, County, and School officials met and reaffirmed their commitment to explore as part of the schools master planning process.

Despite the positive progress and exciting prospect of a shared use facility that meets seniors' needs, City Council desires a short-term location alternative beyond the Christian Center. The analysis provided below reflects Council's desire to move quickly and economically, so as to not displace the seniors and prevent any negative impact on programming. Staff believes a temporary new location may actually increase the benefits and amenities available to our seniors.

In addition, questions have recently arisen from members of the Summit County Aging Alliance and other seniors regarding the existing lease for the senior facility on Woodside. Accordingly, staff is conducting an assessment of the terms and conditions to better provide information to both the seniors and Council. That assessment is forthcoming.

Looking forward, Council has signaled its intent is to provide, at minimum, the same level of services as the existing senior center or better, irrespective of the physical location, and a location that the seniors themselves are excited and enthusiastic about. Staff is confident that additional services, programming, and amenities can be provided in a temporary location, which will enhance seniors' experience until a long term solution can be found.

A detailed history summarizing over two years of Council discussion and potential alternatives to relocate the permanent senior center can be found in Exhibit A.

Analysis

Temporary Location

Understanding the current facility in Old Town would be demolished prior to completion of a permanent facility, PCMC worked with the seniors on temporary alternatives. Staff compiled a quantitative ranking of potential short term sites (Exhibit A). On June 21, 2018, the Senior Board reviewed and discussed the item and, while concerns were raised regarding the limited parking and the lack of storage, the Christian Center was recognized as the unanimous choice for a transitional location. Summary of temporary options:

Metric/Location	Christian Ctr.	MARC new	MARC Re Purpose	Miner's & Rec. Combo	Library
operating cost	\$26,000 annual (rent)	tbd	Save \$26k	Save \$26k	save \$26k
capital cost	0	\$1.5M	existing budget	existing budget	existing
timing	2 months	start summer 2022, open summer 23	2 months	2 months	2 months

Now that the Christian Center has been questioned, staff has researched alternative temporary locations.

Private Market Rental - staff consulted a local commercial real estate agent to determine viability to procure a quality and quick temporary home with minimal construction costs. The market has several interesting options, including in-town locations, new construction, parking, and complimentary retail nearby, elevators, views, open floor plans, and access to existing transit.

While the market options would require tenant improvements, the rental rates (cannot disclose) demonstrate that this option should be aggressively considered as a viable short term alternative. At minimum, staff recommends this alternative be pursued in conjunction with any other alternatives chosen by Council for additional consideration.

Existing City Land - there are two feasible locations that meet programming and time considerations: 1) **City Park near the skate park**, and 2) **behind/adjacent to Seven Eleven**. Staff believes there are three feasible options for the building itself: modular, relocation of the existing facility, and new construction:

Option	Size	Free Mkt. Rent (annual)	Const. Cost
Temp/Modular	2800	\$40k- \$135k	\$350,000
Relocate Existing Building (Historic only)	2500 (w new rest r.)	0	\$1,000,000
New Construction w/ walls from existing	2500 (w new rest r.)	0	\$1,500,000

Long Term Solution History

- Current PCMC approval of a permanent location at City Park

On 12/14/17, Council agreed to complete schematic design for a community center at City Park that included exclusive spaces for seniors and summer recreation, as well as community flex space, which could expand and accommodate peak attendance for each program, up to 80 seniors for lunch, and 120 kids for summer camp ([report](#) p.6, [minutes](#) p.3). The report details funding approaches and budget strategies, noting available funding and impact on other capital projects to be considered in spring 2019, for the FY19 Capital budget.

On 5/17/18, Council endorsed an \$8M project, including \$7.2M in Lower Park Avenue RDA (LPARDA) funding, and \$800K from the General Fund. The recommendation deferred the project until 2021, ([report](#), [minutes](#)) recognizing cash flow challenges that could be reconciled as Woodside Park II is sold. With the delay in WP II, funding wouldn't be available until 2022.

- Other Postive Long Term Alternatives

The Council, School Board and County Council met on November 18, 2019, and appointed representatives to discuss the county wide senior issue. On December 3, 2019, that group met and agreed to: 1) begin to define a scope for a County-wide strategic plan; 2) Summit County is in preliminary phases of scoping a community services building that could host a senior center/program; 3) The School District is considering approval of a master plan that includes a community services building on the Kearns Campus that could host some degree of senior program. Staff believes these options are very feasible, but likely 4-5 years out.

Funding

Funding a permanent facility that allows the program to grow from current 50 person capacity to 80 or more is currently identified in the 5 year CIP budget for 2021. A majority of the \$7.2M funding comes from bonding over 15 years against monies traditionally allocated to City Park improvements. In the LPARDA budget, only \$750k was unique to the senior program, while the rest of the community center budget was justified in that it deferred funds anticipated for playground equipment and other recreation/park amenities anticipated over the next 15 years. Only \$800k is general fund, meaning if the project is moved out of the LPARDA, new general funds must be identified.

With the delay in completion and disposal of (portions of) Woodside Park II, the availability of funds is likely delayed until 2022. The LPARDA budget is Exhibit C. Moving the project outside of the RDA creates a host of funding challenges.

Conclusion

Council direction is requested to further explore temporary alternatives. Even with Council direction, relocation or quick construction of a new facility may still require temporary relocation to the Christian Center, given planning review and construction schedules.

Exhibits:

- Exhibit A: Summary of Recent Senior Planning & Facility Ranking
- Exhibit B: Current Senior Program and Floor Plan
- Exhibit C: LPA RDA Budget

Exhibit A - Background & Ranking of Temporary Options

- On September 20, 2016 the City hosted a community open house. Options for possible relocation of the Senior Center program/facility were highlighted.
- On November 3, 2016, City Council, to continue populating the housing pipeline, provided direction to relocate the current Senior Center *building* and further discussed options for the future location of the senior program ([staff report link](#) p.48). *Excerpt of this staff report is attached at the end of this exhibit.*
- On November 10, 2016 City Council clarified direction to revisit the future location of the senior program (lunch and activities).
- On December 1, 2016 City Council considered 3 site alternatives and provided direction to build a new community and senior center at City Park ([Dec 1 Mtg](#) (p.22)
 - o Also concluded was, “The current senior building’s floor plan is not conducive to the senior use and operations. Combining senior programming into a shared community facility makes sense from an efficiency standpoint (shared staff, costs, management and programming, etc.) – especially where the current Senior Center building is underutilized.”; and
 - o A future Program was defined, including lunch for 80-120;
 - o 3 Alternatives that were explored in detail:
 - City Park in a shared facility;
 - MARC
 - Other sites within Park City or Snyderville Basin.
- On December 8, 2016 Council reviewed the draft scope of the RFP. That report had links to additional background information ([link](#), p.26). At that time Council:
 - o Concurred that sufficient public engagement with multiple user groups and the general public had been completed;
 - o Agreed to design the building to focus on the anchor tenants of the seniors and summer recreation camp.
- On December 12, 2017, Council confirmed the community center building program in the context of cost estimation, design philosophy and target budget (report).
- On January 12, 2017 staff returned to Council to confirm the programming and received direction to procure a design team to finalize scoping, conceptual design, schematic design and a proposed project budget before the adoption of the FY18 Capital budget in June 2017 ([link](#), p22).
- In June 2017, City Council approved a \$4.5 million budget for the community center building with the adoption of the FY 2018 CIP and RDA budget. The design contract was written to include two options, both a total estimated project cost at City Council’s full desired level of service; and a project with reconciliation to the \$4.5 million budget.
- On September 14, 2017 Council directed staff to pursue a middle level programming approach design providing for summer camp of 120 children, a senior program for up to 80 senior lunches, with the ability to expand into the community space for special events, and a flexible community space. Efficiency of space was stressed and staff was directed to design to the actual needs. ([link](#) p64). It was noted at the time that, “the \$6.2 M option did not even replace the current los for recreation on seniors.”
- On December 14, 2017, the City Council agreed to complete schematic design for a community center at City Park that included exclusive spaces for seniors and summer recreation as well as community flex space that could expand and accommodate for

peaks for each of those anchors, further allowing up to 80 seniors for lunch and 120 kids for summer camp (report p.6, minutes p.3).

- The report includes a detailed background on Funding approach and Budget (\$4.5M), noting the available funding and effects on other projects will need to be considered in the CIP in spring 2019 for the FY 19 budget. And further:
 - o In determining the budget for this project, Council must consider that funding renovation above the target budget of \$4.5 million will require a reduction in other targeted project budgets in the RDA plan, including the \$40 million anticipated for affordable housing or allocating funding from sources other than the RDA. Many of those sources are identified above in the \$6.2M discussed above. Affordable housing continues to be the critical priority of project funding in the RDA.
- On 5.17.18, City Council considered the 5 year capital budget for FY 19. The budget recommendations included deferral of the community center project until 2021, with \$7.2M in LPA funding and \$800,000 from the General Fund (report, minutes) under the following context:
 - o This year's the City Managers Recommended Budget continues to have an emphasis on funding affordable housing projects, transportation and transit projects and all projects meeting the net zero energy goal which has been identified by Council as a critical community priority. In addition, all projects were evaluated in the anticipation of the potential Treasure Hill open space general obligation ballot initiative and ability to set a recommended GO bond amount. The CIP Committee has targeted a GO bond amount between \$55 and \$50 million, with alternatives to be decided by City Council during the budget hearing meetings. The budget CIP Committee recommends cutting some planned projects to lower the potential GO bond for Treasure Hill, but does not recommend defunding projects related to the critical priorities or deferring necessary capital improvements to core city infrastructure. Potential bond scenarios including project cuts or delays related to a \$55 million bond.
- On May 16, 2018, Mayor Beerman, Councilwoman Worel, Park City staff, and Summit County representatives attended a meeting with the Senior Board to discuss the future plans and timing of the community center.
 - o If the community center is to be built in City Park, the timing of the new center would be based on the sales of the Woodside Park housing.
 - o The coordinated effort of determining a new location in coordination with the School District and Summit County was also discussed.
 - o The Senior Board appointed Board Members Paul Wisniewski and Cheryl Soshnik to review transition locations with the City.

Senior Advisory Group

- On June 18, 2018, the advisory group toured 3 locations and discussed the Kamas Senior Center. ***After touring the facilities, the group recommended the Park City Christian Center (Exhibit A).***
- On June 21, 2018, the summary in Exhibit A was presented to the Senior Board. The board reviewed and discussed the item and while concerns were raised regarding the limited parking and the lack of storage, ***the Christian Center was again recognized as the unanimous choice for a transition location.***
- On September 17, 2018, Kim Clark met with new Summit County Staff to review the anticipated, temporary program available to date (*Exhibit B*).

- On February 5, 2019, Councilwoman Worel, Park City and Summit County Staff met with Rob Harter at the Christian Center to review the agreements, amenities, level of service and lease terms with the Christian Center (*Exhibit C*).

Excerpt from the November 3, 2016 Staff report:

On Thursday, October 27, 2016 six local seniors, Summit County Senior Citizen Liaison Heather Nalette and Park City Municipal's Ken Fisher, Kim Clark and Karen Yocum went on a tour of senior centers in Lehi and Provo. Both centers visited are attached to recreation centers.

The following is an excerpt from an email summary that Ken Fisher provided of the visit: *We brought up the potential of locating the senior center on the north east corner of the PC MARC where we have planned a multi-purpose gym and a second floor of additional fitness space. The seniors present were surprisingly supportive of this idea but ultimately will be happy wherever they go as they just want their relocation to be settled.*

[The following] is a short list of pros/cons that I have come up with to get you thinking of this option but it is by no means exhaustive.

Pros of Senior Center at PC MARC

- *Plenty of parking with easy access; on transit route*
- *Greater potential of having a robust senior program that would take advantage of PC MARC*
- *Could free up space at City Park for PC Tots [satellite facility] and make it a "Kid centric" area*
- *Reduces traffic/parking concerns at City Park*

Cons

- *No funding - City Park location has funding thru RDA; could result in the seniors not having a "home" for a longer period of time.*
- *Could impact current plans for that space which is allocated for gymnasium & fitness space which are both at a premium & identified as a community need thru recreation studies. Facility is already busy & space is at a premium on-site*
- *Do we want seniors here on a regular basis? Currently it is a County Program and how much is the City willing to participate or subsidize it? Think reciprocal borrowing at the Library.....*
- *Senior Center at the MARC was not identified as a potential use through the Recreation Facilities Master Plan*
- *Potential impact during Sundance- MARC was discussed with seniors and that conceptually they liked the idea but will be happy with whatever location they have. I go back & forth of which location would be best & think there is a discussion that needs to occur between the City & County on how Senior Center will be operated & managed.*

Knowing that The MARC has limited space, the City Manager asked for input from Planning – which the Recreation Services Manager had already received from Planning as part of the Planning Department's involvement in the draft version of the Recreation Master Plan. Below is an excerpt from the in-development Recreation Master Plan. It should be noted, however, that the comment below is input from the Planning Department specifically on the potential future expansion of The MARC for recreation uses. Because of the timing of the visit to the Lehi & Provo senior centers, staff has not yet had an opportunity to discuss this idea with the Planning Department.

Excerpt from the draft 2016 Recreation Master Plan:

It should be noted that future development at the MARC is subject to the Master Planned Development (MPD) approved January 20, 2010 memorialized in are recorded Development Agreement. The DA Development Agreement Exhibit MPD action letter stipulates that future phases of Natatorium, Restaurant and Gymnasium expansion are included in this (approved) master plan and would be subject to an amendment to this MPD. Per LMC 15-6-4(I), any amendments will not justify a review of the entire master plan. Future phases will be subject to minimum open space requirements of 30% (that can include exterior tennis courts and pools). This property is also subject to the Racquet Club subdivision plat and plat notes. The approval did not include a limitation on density for these stated uses.

With regard to possible inclusion of The MARC as a possible location for the senior center, staff would recommend Council consider one of the following options:

- A. Exclude The MARC from consideration because including it as an option may slow down the process of placing affordable housing on the city-owned property in the Lower Park area and The MARC site is already space constrained and will compete with already prioritized uses identified in the Rec Master Plan; or
- B. Including in a scoping exercise two locations: (not recommended)
 - a. The site of the recreation building in City Park; and
 - b. The MARC
- C. Step back and do a separate, comprehensive evaluation of what other sites could be utilized within the City (not recommended) It is important to note that expanding the scoping exercise to include The MARC or other parcels will have a cost and modification to the current contract with Elliott Work Group associated with it.

AMENITIES		MARC (new)	MaWhinney	Miners	Christian Center	Kamas Senior Center	Park City Library	The Yard	Ice Rink
COST									
COMFORT / ACCESSABILITY	Entrance ADA	4		2	2	5	2	4	TOO SMALL / NOT AVAILABLE
	Inside Lighting	4		2	4	5	4	1	
	Crowded	3	2	2	5	2	5	5	
	Comfortable	2	4	2	2	4	2	2	
RESTROOMS	Restrooms ADA	4	4		4	4	4	1	
	Sink near restroom	5	5		5	5	5	1	
KITCHEN	Kitchen Availability		5	4	5	5	4	1	
	Kitchen Sink		5		5	5	5	2	
	Dishwasher		5		5	5	1	2	
	Warming Oven / Refridgerator		5		5	5	2	1	
ACTIVITIES	Pool Table	1	5		2	5	1	4	
	Space for Activities	2	5		3	4	3	4	
SENIOR WELLBEING	Opportunity for increasing senior participation	1	1	2	5	1	1	1	
	Counseling opportunities	1	1	1	5	1	3	1	
	Access to other programs	3		1	5	3	4	1	
STORAGE	Storage			4	1	5	2	4	
TRANSPORTATION ACCESSABILITY	Transportation	5	2	2	1	1	4	4	
	Parking	5	2	2	1	1	4	4	
LOGISTICS	Se-up				5	5	1	3	
	number that can be seated		2		5	4	4	5	
			50		200	100	80	200	
TOTAL SCORE		40	53	24	75	75	61	51	NA
RANKING					2	1	3	4	
LEVELS OF DESIRABILITY									
1	Very Undesirable								
2	Undesireable								
3	Neutral								
4	Desirable								
5	Very Desirable								

Exhibit B – Current Senior Program

Roughly 35% of 100 registered Park City seniors live within City limits, while another 51% reside in unincorporated Summit County, with a few others from eastern Summit and neighboring Counties. The senior program provides lunch two days per week, and a typical day includes approximately 25 guests from about 11am to 2pm. Social activities occur prior to and after lunch, such as cards, puzzles and pool. Members have 2-3 special social outings/trips per year that are funded by Summit County.

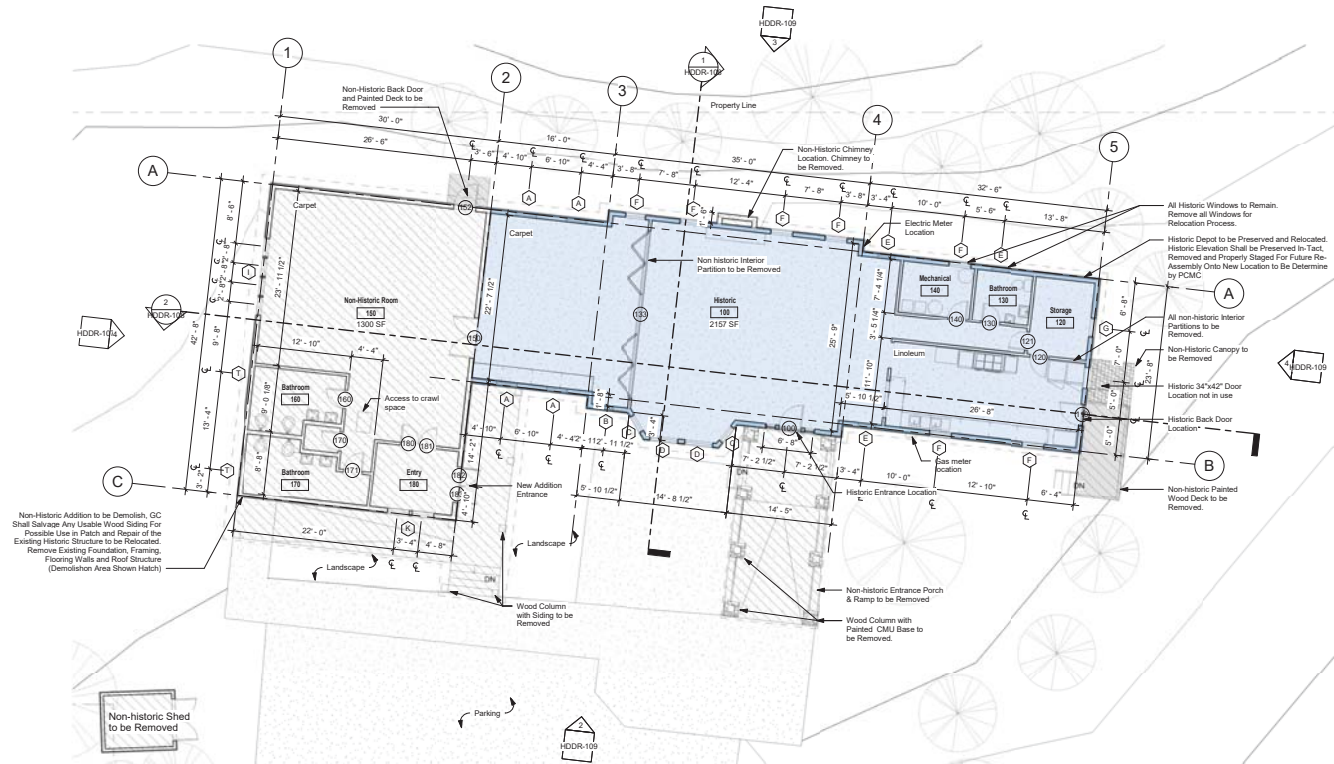
Current Senior Facility & Costs

The Park City Senior Center is located at 1361 Woodside Avenue and Summit County provides basic services, including lunch and support staffing, a full time chef, and Senior Director (split between three Summit County facilities). Mountainlands Association of Government (MAG) reimburses Summit County for portions of meals and transportation. In 2016, 2,400 lunches were served. Seniors paid for a portion via recommended donation of \$3/meal (\$6,300), MAG covered approximately \$4,400, and Summit County covered the remaining \$2,000. The City provides the majority of operations and maintenance services for the building, including utilities that cost \$7,000 annually.

Additionally, the Recreation Department hosts exercise classes at the MARC from 10-11am (Mondays (weights) and Thursdays (tai chi). Fees are \$25 for 10 classes and \$3 for drop-in. Fees are only charged for these two classes, and they must be a member of the Senior Center to get the discount.

GENERAL NOTES:

1. Non-historic Additions are to be Removed by Contractor & Disposed Properly According to Municipality.
2. Items to be Removed Shown Hatch.
3. Building to be Reconstructed as per Building's Historical Character within Project Location to be Determined at Later Date.
4. Some Other Details Might Emerge After Structure Has Been Exposed.
5. The Reuse of Materials is Encouraged if They are in Condition to be Used.
6. The New Materials to be Used Shall Keep the Proportions and Similarity as Close As Possible of Old Materials.
7. Salvage Materials Shall be Kept in Area Protected From the Elements.



1 Floor Plan
SCALE: 1/8" = 1'-0"

Exhibit C

Lower Park Avenue Redevelopment Area Overview – June 12, 2019

The Lower Park Avenue project area of the Park City Redevelopment Authority (LPA RDA) was created in 1990 for the purpose of financing community and economic development projects within the project boundaries via tax increment. The LPA RDA has collected an estimated \$50 M in net tax increment since 1991, which has been reinvested in the area in order to help generate \$650 million in assessed taxable value for all taxing entities.

Haircut Provision

Over the years, a “haircut provision” has gradually come into effect resulting in 40% of the tax increment going to the originating taxing entity while 60% remains in the RDA. The haircut provision was included in state code in 1983 for the intent of stepping down the amount of increment generated by a RDA over the life of the RDA from 100% to 60% and returning a portion of the increment to the taxing entities. In 1997, the “haircut provision” was removed from state code and replaced with a more restrictive cap on the total increment dollar amount of an RDA. In addition to this haircut, the RDA makes a mitigation payment to the Park City School District pursuant to a mitigation agreement. The LPA RDA is at the lowest haircut of 60%. The RDA will remain at 60% until the end of its current end date of 2030. If the LPA RDA were extended for another 15 years at that point it would remain at the 60% level.

15-Year Extension

On September 18, 2012, the LPA RDA was extended through 2030 by vote of the Taxing Entity Committee (TEC). The TEC is comprised of eight representatives of the taxing districts (two from each of the City, County, and School District, and one from the remaining taxing districts – in this case the Fire District – and one from the State Board of Education). A simple majority vote (five votes) was required to approve the extension. The new extension period began in 2016.

Impact on Property Tax Payers in RDA

The RDA does not have any impact on the amount of property tax that a property owner pays. It simply designates that any incremental property taxes collected in that area, over and above the property taxes generated at the start of the RDA, must be reinvested in that area. The tax increment generated comes from the participating taxing entities. Neither the extension of the RDA, nor the original RDA agreement, stipulates specific projects that may or must be pursued by the RDA. The intent being that Council and the public will have an opportunity to consider and give input on specific projects as they arise.

Tax Increment

Tax Increment Financing in its simplest terms is the increase (or “increment”) in the property taxes generated within a project area, over and above property taxes generated in that same area prior to the establishment of the RDA project area.

Here are some pertinent LPA RDA facts:

- Lower Park RDA created in 1990
- Existing property taxes in the area (which would otherwise go to the City, County, Fire, etc.) are instead re-invested within the area for redevelopment
- The district has seen over \$650 M in new assessed value above the \$71 M base value in 1990.
- The RDA is in the last haircut of the agreement, meaning the RDA receives 60% of the total assessed value when calculating the increment.
- The RDA will continue to at the 60% haircut through 2030.
- The RDA mitigates a portion of the School district levy back to the school district.
- RDAs are required to allocate all available funding towards projects or RDA administrative costs. RDAs cannot carry a fund balance.

New Taxable Value and Tax Increment Financing

It is important to understand the effects that different types of projects have on the ability of the RDA to generate additional tax increment. Increment is generated by new taxable value in the development area. New taxable value does not include taxable value attributed to property appreciation. The three most important factors which contribute to new taxable value and must be considered when evaluating a project are:

1. Direct taxable value of the project. This is the easiest factor to evaluate. For example, if a building is constructed in the LPA RDA that has an increased taxable value of \$1 M. the increment value of that building for the Lower Park RDA would be 60% of the new taxable value or \$600,000. This value is then taxed at the current property tax rate for all the taxing entities in the RDA (about 0.82% in Tax Year 2018). This would equate to about \$4,920 per year in tax increment. Per the PCSD mitigation agreement, a portion of the school district’s increment related to capital levies (0.15% in 2018) would be mitigated back to the school district resulting in a net gain for the RDA of approximately \$4,020. The property tax for the other 40% of the new property value is received by the taxing entities proportionally, including the City. It is important to note that City property is tax exempt and therefore does not generate any direct taxable value to the area or other taxing entities. This exemption applies to nonprofit owned property as well.

2. Timing of the proposed project. The RDA is set to expire in 2030. Once the RDA expires, the tax value of the RDA is returned to the tax rolls of the taxing entities and the RDA no longer receives any increment value. *What this means is the sooner new development takes place in the area, the more increment the development will generate*

for the RDA. Traditionally a new RDA will issue bonds to fully or partially fund a project and the increment generated over the life of the RDA will be used to cover the debt service payment of the bonds. The LPA RDA expiration in 2030 limits the amount of debt that can be issued against the increment.

3. The ability of a project to create new secondary tax value or growth in the area.

This factor is somewhat more speculative and varies greatly by the type of projects proposed and the development stage of the RDA. A project with high secondary growth potential means that because a building or project was constructed, the properties in the surrounding area are redeveloped as a result. In an area with little development or significant blight this secondary growth is more likely to occur. The timing of the secondary growth is also important to the RDA's ability to generate tax increment for the area. Only new growth is counted as tax increment, an increase in assessed property value due to surrounding development does not create new tax increment, although it does increase a property owner's property value.

A History of Projects in the LPA RDA

The following is a list of projects completed in the LPA RDA since 2006 (see Table A for details)

Affordable Housing and the RDA

The City Council has established affordable housing as a critical priority. As part of Utah State RDA code, an RDA is allowed to fund construction of affordable housing in the redevelopment area or any area in the Redevelopment Authority boundaries. The Park City Redevelopment Authority boundaries are the same boundaries as the city limits. Therefore, the RDA can fund affordable housing projects within the City as long as the projects meet the definition of affordable housing as established by the adopted affordable housing resolution. Currently affordable housing is defined as 80% of AMI. Within the redevelopment area, the RDA may build affordable, attainable or market rate housing or projects which fit the definition projects allowable under state Redevelopment Act code.

Revolving RDA Funds

In order to get the most out of RDA funds and accomplish the City's affordable & Attainable housing goals, the City and RDA have created a housing project pipeline in which City or RDA land is dedicated to housing projects. The City or RDA constructs the project, places affordable deed restrictions on the units and sell the units at affordable or attainable rates based of the units' location. Proceeds from the sales are then placed back in the housing fund and used to construct the next affordable and attainable housing project. It is important to track the sale funds to assure that the City and RDA

continue to follow the use restriction on RDA funds and the IRS restrictions on tax-exempt bonds.

RDA Bonds

The City and RDA have entered into an interlocal agreement in order to issue low rate tax-exempt bonds. These bonds are issued by the City as sales tax revenue bonds with the debt service paid through pledged tax increment revenue from the LPA RDA. The City has issued two “LPA RDA” bonds, one in 2017 for \$8 million and a second in 2019 for 21.7 million. The bonds were issued to match the life of the LPA RDA which ends in 2030. The total principal and interest of the two bonds is \$34,392,824. Proceeds of the bonds are to be used for affordable housing projects and other projects currently budgeted in the LPA RDA. The LPA RDA budget includes funding from bond proceeds and sale of assets (including sale of affordable housing units). Because housing projects are built by the City and funded through an interlocal agreement with the RDA, project budgets and assets are recorded in the City’s capital fund (Fund 031). (See affordable housing pipeline for details on affordable housing projects and revolving funds.) Other notable projects currently budgeted in the RDA is the Community Center project in City Park. This project was put on hold due to cash flow issues related to the large housing projects Woodside Phase II and Homestake.

Projected Revenue and Bonds

Based on current projections it is anticipated that the LPA RDA will generate approximately \$32.5 million between 2019 and 2030. These estimates are based on current tax increment value at average growth rates for projected new growth values and after the annual PCSD mitigation payment. The projected growth does not include the potential development of the PCMR base areas. The estimated RDA balance in 2018 was \$2.5 million. Based on these figures the RDA bonds which have been issued will require the full projected amount of the LPA RDA. If the RDA tax increment out paces predicted growth or the base area is developed, additional tax increment funding will be available to the RDA. The amount of additional funding which may become available is very dependent on the year the new growth is assessed and added to the property tax rolls.

In addition to project funding, the LPA RDA also has a small operating budget of \$130,000 annually. This funding covers personnel costs related to the RDA and bonds, Historic Preservation Grants and Economic Development Grants which are awarded to business or property owners in the RDA boundaries.

For funding details, please see the Lower Park Ave. RDA Funding spreadsheet – Table B.

Delinquencies

Please note that in 2009, the County stopped including upfront estimated delinquent payments. Therefore, once the RDA ends in 2030, the RDA should continue to receive property tax delinquencies for the next 5 years as they are collected. These should be received in the RDA.

LPA RDA Project Expenses 2016 to 2019

(please note this does not include project costs reallocated to the 2017 & 2019 "RDA" Sales Revenue Bonds which were issued by the City in Fund 031)

	Actual Expenses FY 2006	Actual Expenses FY 2007	Actual Expenses FY 2008	Actual Expenses FY 2009	Actual Expenses FY 2010	Actual Expenses FY 2011	Actual Expenses FY 2012	Actual Expenses FY 2013	Actual Expenses FY 2014	Actual Expenses FY 2015	Actual Expenses FY 2016	Actual Expenses FY 2017	Actual Expenses FY 2018	Actual Expenses FY 2019	Total Project Cost
CP0005 City Park Improvements	\$ -	\$ 93,069	\$ 95,125	\$ 3,801	\$ 5,424	\$ 2,925	\$ 889	\$ 218,539	\$ 135,273	\$ 25,894	\$ -	\$ -	\$ 28,300	\$ -	\$ 516,170
CP0008 Historical Incentive Grants	\$ -	\$ 9,539	\$ 37,204	\$ -	\$ -	\$ 22,096	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 59,300
CP0013 Affordable Housing Program	\$ 44,189	\$ 265,831	\$ 102,136	\$ 2,479,981	\$ 87,699	\$ 295,846	\$ 24,616	\$ 198,752	\$ 2,466	\$ 57,545	\$ 264,883	\$ 1,346,350	\$ 481,247	\$ 9,064	\$ 5,350,586
CP0020 City-wide Signs Phase I	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,531	\$ 1,313	\$ -	\$ -	\$ -	\$ 10,000	\$ -	\$ -	\$ 12,844
CP0036 Traffic Calming	\$ 9,650	\$ 7,441	\$ -	\$ -	\$ 5,820	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,320
CP0041 Trails Master Plan Implementation	\$ 26,019	\$ 550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CP0049 Lower Park RDA Debt Service	\$ -	\$ 150,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CP0063 Historic Structure Abatement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,650	\$ (4,650)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CP0067 Recreation Complex	\$ 447,427	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CP0089 Public Art	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000	\$ 40,000
CP0167 Skate Park Repairs	\$ -	\$ -	\$ 20,946	\$ 1,450	\$ 850	\$ -	\$ 6,287	\$ -	\$ -	\$ 1,264	\$ -	\$ -	\$ 200	\$ -	\$ 30,997
CP0189 Purchase of Fire Station	\$ -	\$ 1,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CP0228 Snow Creek Affordable Housing	\$ -	\$ -	\$ -	\$ 584,226	\$ 3,715,949	\$ 29,671	\$ 2,867	\$ (2,511)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,330,201
CP0263 Lower Park Avenue RDA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,342	\$ 2,315,559	\$ 107,743	\$ 65,203	\$ (14)	\$ -	\$ -	\$ 2,499,833
CP0264 Security Projects	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,410	\$ -	\$ -	\$ 51,590	\$ -	\$ -	\$ -	\$ -	\$ 80,000
CP0265 Crescent Tramway Trail	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,983	\$ 1,155	\$ 60,935	\$ 2,756	\$ 10,895	\$ -	\$ -	\$ -	\$ 94,725
CP0279 224 Corridor Study and Strategic Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,231	\$ 9,770	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000
CP0308 Library Remodel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 114,603	\$ 551,368	\$ 8,575,407	\$ 403,786	\$ 38,359	\$ 16,879	\$ 21,388	\$ 9,721,789
CP0309 Woodside Phase I	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,961	\$ 11,250	\$ 156,713	\$ 653,741	\$ 1,704	\$ 855,369
CP0350 1450-60 Park Avenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,365,644	\$ 18,872	\$ 1,384,516
CP0361 Land Acquisition	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,098,860	\$ 1,327	\$ -	\$ -	\$ 1,100,187
CP0362 Woodside Phase II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,208	\$ 11,179	\$ 63,387
CP0384 Design and Repair Snow Creek Bridge	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,400	\$ 11,220	\$ -	\$ 19,620
CP0386 Recreation Building in City Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124	\$ 25,609	\$ 17,291	\$ 43,024
CP0406 Central Park	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 8,368	\$ 2,916	\$ 111,284
Sum	\$ 527,285	\$ 2,026,431	\$ 255,411	\$ 3,069,458	\$ 3,815,742	\$ 353,038	\$ 128,464	\$ 548,312	\$ 3,065,602	\$ 8,854,160	\$ 1,854,877	\$ 1,661,260	\$ 2,643,416	\$ 122,414	\$ 26,372,152

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Work Session

Agenda Section:

Subject:

4:30 p.m. - Review and Presentation of the Bonanza Flat Conservation Easement and Adaptive Management Plan

Suggested Action:

Attachments:

[Bonanza Flat Conservation Easement and Adaptive Management Plan Staff Report](#)

[Exhibit A: Bonanza Flat Conservation Easement](#)

[Exhibit B: Bonanza Flat Adaptive Management and Stewardship Plan](#)

City Council Staff Report



**Subject: Bonanza Flat Open Conservation Easement and
Adaptive Management Plan**

Author: Heinrich Deters Trails and Open Space Manager

Department: Sustainability

Date: December 19, 2019

Type of Item: Work Session

Summary Recommendation

Review and provide comment on the proposed Bonanza Flat Conservation Easement (BFCE) and Bonanza Flat Adaptive Management Plan (BFAMS). (Exhibit A & B)

Background

On June 15, 2017, Park City acquired 1,350 acres of open space known as Bonanza Flat located in Wasatch County and selected Utah Open Lands (UOL) as the land trust to help create and hold the conservation easement. For the past two and a half years, numerous stakeholder and public input discussions and forums have taken place in order to collect public input and feedback. Specifically, staff created a specific webpage on the City website, disseminated information via social and print media, utilized local radio and presented frequently at the following City Council meetings:

- Purchase/Easement/Funding: (2017) 6/15, 8/17, 11/9
- General Planning/Discussion Updates: (2017) 8/31 (2018) 3/15, 5/17, 6/21, 12/18 (2019) 1/29/19
- Development Agreement: (2019) 6/21
- Annexation Expansion Area: (2019) 6/27, 9/12
- Daderko Inholding: 10/10/19

Additionally, public input related to the property has been taken at several meetings during Council's regular meetings.

Analysis

In November 2016, Park City voters approved a \$25,000,000 general obligation bond for the purposes of preserving the Bonanza Flat properties as recreational open space, consistent with the following language:

Shall Park City, Utah be authorized to issue general obligation bonds in an amount not to exceed \$25,000,000 and to mature in no more than 16 years from the date or dates of such bonds to acquire, improve and forever preserve open space, park and recreational land located in Bonanza Flats, if such land is available for purchase by the City, in order to protect the conservation values thereof, to remove existing unneeded man- made improvements, and to make limited

improvements for public access, parking and use?

Private Property Inclusions

Staff and UOL worked diligently to achieve Council's goals in terms of acquiring private property inholdings that could potential disrupt the stated conservation values of the Bonanza Flat initiative. The Daderko and Bransford properties are examples of this inclusion. These properties have been incorporated into the BFCE.

Salt Lake City Department of Public Utilities (SLCDPU) transfer

As part of the initial fundraising for the property, SLCDPU approved \$1,500,000 in funding for Bonanza Flat . The funding, was conditioned on 55 acres conveyed back to SLCDPU after being encumbered by the BFCE.

Girl Scouts of Utah (GSU)/Silver Islet Inclusion

Collaboration with the GSU:

- GSU to acquire fee title to 16 acres, which includes their existing ranger home, several cabins, bathroom and shower facilities, as well as, shoreline and acreage on Lake Brimhall where programming takes place.
- The BFCE identifies a 'protection area' where public access and trail development is restricted.
- In return, PCMC acquires 170 acres of open space, where existing trails connect to and from Lake Lackawaxen, Silver Islet and Culvert Meadow.

Conservation Easement

The BFCE identifies and protects the conservation values of the property and uses established by the Bonanza Flat Open Space Bond.

- The 'Conservation Purpose' is to *forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation.*
- The 'Conservation Values' are as follows: *scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational and educational.*

Baseline Documentation

A baseline document will be recorded at the time the easement is granted, setting forth existing conditions in which future monitoring reports and activities may be referenced.

Bonanza Flat Adaptive Management and Stewardship Plan. (BFAMS)

The BFAMS Plan provides direction on best management practices to achieve the Conservation Values. As part of the plan and representative of the properties

diversity, UOL has broken the property into four categories based on the values exhibited in the Baseline Documentation and proposed uses, such as 1) Headwaters, 2) Back Country, 3) Cloud Rim Protection, and 4) Front Country.

The BFAMS Plan identifies monitoring protocols and acts as a guide for best management practices. The BFAMS Plan may be updated periodically upon the written agreement of Grantor (PCMC) and Grantee (UOL), and shall be reviewed at least every five years.

Funding Required

Funding for the conservation easement and approved capital projects are identified in the Bonanza Flat Budget

Department Review

This report has been reviewed by the Budget and Executive Departments, as well as the City Attorney's Office.

Exhibit A- Bonanza Flat Conservation Easement

Exhibit B- Bonanza Flat Adaptive Management Plan

When Recorded Return to:
Utah Open Lands
1488 South Main Street
Salt Lake City, UT. 84115

Bonanza Flat Conservation Area
Deed of Conservation Easement

This DEED OF CONSERVATION EASEMENT ("Easement"), is made and given, by PARK CITY MUNICIPAL CORPORATION ("Grantor"), having an address of 445 Marsac Avenue, P.O. Box 1480, Park City, Utah 84060, to UTAH OPEN LANDS CONSERVATION ASSOCIATION ("Grantee"), having an address of 1488 South Main Street, Salt Lake City, Utah 84115, to be held and enforced in perpetuity for the benefit of the public in accordance with the terms and for the conservation purpose set forth herein.

WITNESSETH:

WHEREAS, Grantor is the owner of a certain tract of land, located in Wasatch County, Utah, known as Bonanza Flat and described in the **Legal Description and map attached hereto as Exhibit A** and by this reference made a part hereof (the "Property");

WHEREAS, the purpose of this Easement is to forever protect and preserve the scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational and educational values of the Property;

WHEREAS, the Property provides significant benefits to the public as recognized in the Utah Land Conservation Easement Act (Utah Code Ann. § 57-18-1 et seq.), and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of Utah statutory and common law;

WHEREAS, it is the intention of both Grantor and Grantee to maintain the

Property to forever protect and preserve its scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational and educational values;

WHEREAS, Grantor recognizes and values the financial and organizational contributions made by Utah Open Lands, Wasatch Mountain Club, Wasatch Back Country Alliance, Trails Utah, The Nature Conservancy, Summit Land Conservancy, the Utah Chapter of the Sierra Club, Save Our Canyons, Park City Leadership Class 23, Mountain Trails Foundation, Friends of Alta, the Utah Hanggliding and paragliding association and over 3000 individual donors, agencies and foundations in facilitating the acquisition and permanent protection and preservation of the conservation values of the Property;

WHEREAS, the Property was purchased with restricted proceeds from a \$25 million bond specific to the Property, which passed by a vote of the Park City community on November 7, 2016, and restricted funds from private foundations, private individuals, public agencies, and nonprofits that were granted or raised for the express purpose of enabling the city to purchase the Property and forever protect and preserve its scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational and educational values;

WHEREAS, Grantor and Grantee agree that this Easement constitutes a public charitable trust that is to be held and enforced forever by Grantee for the benefit of the public in general, the citizens Park City, numerous counties throughout the State of Utah, and the United States of America;

WHEREAS, the Property possesses unique and sensitive scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational and educational values described in more detail in paragraphs A through F immediately below (collectively referred to as the "Conservation Values") of great importance to Grantor and Grantee, and which provide incalculable

public benefit to the citizens of Park City and numerous counties in the State of Utah, and the United States of America, and the granting of this Easement will result in the:

- A. Protection and preservation of relatively natural habitat in accordance with 26 U. S. C. §170(h)(4)(A)(ii) and accompanying Treasury Regulations, including protection and preservation of habitat appropriate for several wildlife species identified as priorities for conservation by the State of Utah. Of the listed priority Utah Sensitive Wildlife species, the following have been documented on or near the Property: American three-toed woodpecker (*Picoides dorsalis*), Bonneville cutthroat trout (*Oncorhynchus clarki utah*), northern goshawk (*Accipiter gentilis*), Townsend's big-eared bat (*Corynorhinus townsendii*), with historical occurrences for ferruginous hawk (*Buteo regalis*) and western toad (*Bufo boreas*). These species are worthy of protection and, as identified by the Utah Division of Wildlife Resources (DWR), the Property serves as critical habitat for nine key wildlife game species in Utah: Band-tailed Pigeon (*Patagioenas fasciata*), Black Bear (*Ursus americanus*), Blue Grouse (*Dendragapus obscurus*), Shiras Moose (*Alces shirasi*), Rocky Mountain Goat (*Oreamnos americanus*), Mule Deer (*Odocoileus hemionus*), Rocky Mountain Elk (*Cervus canadensis nelsoni*), Ruffed Grouse (*Bonasa umbellus*), and Snowshoe Hare (*Lepus americanus*). The Property further provides important migration corridors for mule deer, Rocky Mountain elk, and moose, and as such is a vital link between critical habitat in the Wasatch-Cache National Forest, the Wasatch Mountains State Park, and undeveloped privately owned lands. High priority habitat, as identified by DWR, exists on the property in the form of abundant high alpine palustrine wetland habitat, as the Property includes Blood's Lake, Lake Lackawaxen, and Silver Lake Islet, as well as numerous wet meadows and smaller ponds, aspen and coniferous forests, and lower elevation mountain shrub natural communities. There are significant known nesting sites on the Property for flammulated owl (*Psilosops flammeolus*) according to Hawkwatch International. Great horned owl (*Bubo virginianus*) and American kestrel (*Falco sparverius*) were also noted

during site visits, as were American pika (*Ochotona princeps*), Beaver (*Castor canadensis*), and Mountain Lion (*Puma concolor*);

- B. Protection of scenic, aesthetic, and open space in accordance with 26 U. S. C. §170(h)(4)(A)(iii) and accompanying Treasury Regulations through the protection of views of the Property, which can be seen from several vantage points including Empire Pass, State Route 224, Guardsman Pass, and adjacent protected landscapes;
- C. Protection as outlined by the \$25 million bond specific to Bonanza Flat passed in 2016 and protection of watershed values, drinking water, and water quality pursuant to clearly delineated governmental policies in accordance with 26 U. S. C. §170(h)(4)(A)(iii) and accompanying Treasury Regulations, as the Property is recognized by Salt Lake Public Utilities, Utah Reclamation Mitigation and Conservation Commission, Metropolitan Water District of Salt Lake City, and Sandy City as a portion of the headwaters of the Provo River Drainage, and the protection of this Property from development safeguards the quality of drinking water for the Wasatch Front and Wasatch Back;
- D. Protection of a historic land area by preserving the public's enjoyment of the unaltered nature of land that includes remnants of Park City's mining history, including abandoned mining shafts, which provide a unique glimpse of Park City's early mining roots;
- E. Protection of public recreational and educational values, as the Property will provide trailhead facilities and trails accessible to the general public to enable the public to experience wildlife viewing and enjoy outdoor recreational and educational opportunities in a manner that is consistent with the permanent protection and preservation of the Property's scenic, natural, ecological, forest, open space, water quality, watershed, riparian, and wildlife habitat values; and

- F. Protection of areas that act as buffers to existing areas of protected open space, as the Property is adjacent and in close proximity to several permanently protected open spaces, including Empire Canyon, Wasatch Mountain State Park, Wasatch-Cache National Forest, Snake Creek Canyon Preserve, land owned by the Girl Scouts of Utah, and Salt Lake City Public Utilities watershed lands.

WHEREAS, Grantee has conducted an inventory of the Conservation Values and the current condition of the Property, as documented in the Baseline Documentation Report, which is defined herein;

WHEREAS, Grantor desires and intends that the Conservation Values of the Property be forever protected and preserved by limiting, as provided herein, the continuation, initiation, or introduction of uses of or activities on the Property that would have a material adverse impact on the Conservation Values;

WHEREAS, the Property is subject to leases that existed at the time of purchase consisting of the Talisker Lease. The revised Talisker 2.0 Lease is attached hereto as Exhibit B and by this reference made a part hereof;

WHEREAS, Grantor, as fee owner of the Property, holds the right to identify, conserve, enhance, protect, and preserve in perpetuity the Conservation Values of the Property;

WHEREAS, Grantor greatly values the undeveloped nature of the Property and its Conservation Values;

WHEREAS, the Property meets Grantee's criteria for acceptance of conservation easements and Grantee's Board of Directors has duly adopted a resolution approving Grantee's execution, acceptance, and recordation of this Easement;

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect the State's natural resources by the enactment of Utah Code Ann. § 57-18-1 et seq.;

WHEREAS, Grantee's mission is to conserve and protect open space and natural areas for ecological, scientific, historic, recreational, agricultural, and educational purposes; and Grantee is a charitable tax-exempt organization under Internal Revenue Code § 501(c)(3), a qualified conservation easement holder under Utah Code Ann. § 57-18-3; and a qualified organization as defined in 26 U. S. C § 170(h)(3);

WHEREAS, Grantee has agreed to accept this Easement upon the condition and understanding that the mutual intentions of Grantor and Grantee (the "Parties") regarding the future uses of the Property and the permanent protection and preservation of the Property's Conservation Values as expressed in this Easement shall be forever honored and defended; and

WHEREAS, the Parties desire and agree that each provision of this Easement be construed to further the protection, preservation, and enhancement of the Property's Conservation Values.

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants terms and conditions and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this Easement, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. § 57-18-1 et seq., Grantor hereby voluntarily and irrevocably grants and conveys to Grantee and its successors in interest a PERPETUAL CONSERVATION EASEMENT to be held and enforced for the benefit of the citizens of Wasatch, Summit, and Salt Lake Counties, the State of Utah, and the United States of America. This Easement is made over and across all of the Property to forever preserve and protect the Conservation Values. This Easement shall forever bind Grantor, Grantee, and their successors in interest and assigns. This Easement is granted in perpetuity and any mortgage lien or other encumbrances other

than encumbrances of record further identified through recorded legal descriptions or reference existing at the time of the effective date of the purchase of the Property shall be subordinate to all rights and intentions of this Easement, including Grantee's right to enforce the perpetual protection and preservation of the Conservation Values described herein. The scope of this Easement is set forth in this deed.

SECTION I – CONSERVATION PURPOSE

The purpose of this Easement is to forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation (the "Conservation Purpose"). The Parties agree that the Conservation Values are not likely to be materially adversely affected by the continued use of the Property as authorized in Section V to this Easement. Grantor and Grantee intend that this Easement will confine uses of the Property to only those activities that are consistent with the Conservation Purpose.

SECTION II - RIGHTS OF GRANTEE

To accomplish the Conservation Purpose, Grantor hereby conveys the following rights, without restriction, to Grantee, which rights shall be in addition to and not in limitation of any other rights and remedies available to Grantee:

- (a) to identify, preserve, and protect in perpetuity the Conservation Values consistent with the terms of this Easement and consistent with any third-party rights of record in and to the Property that were not subordinated to the terms and conditions of this Easement on the effective date of the purchase of the Property;
- (b) to prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Property that is not consistent with the terms of this Easement, and to require Grantor or third persons to restore any areas or features of the Property that may be damaged by an inconsistent activity or use;

- (c) to enter upon the Property at reasonable times and in a reasonable manner to monitor Grantor's compliance with and otherwise enforce the terms of this Easement;
- (d) to enter onto the Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Property, if possible, or as soon thereafter as is reasonably practical;
- (e) to obtain injunctive and other equitable relief against any violations, including restoration of the Property to the condition that existed prior to any such violation;
- (f) to enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure as provided in Section IX;
- (g) to erect signage at such locations on the Property as determined mutually between Grantor and Grantee identifying Grantee as the holder of this Easement, the terms of this Easement, or the Property's protected status; and
- (h) to burden title to the Property in perpetuity and bind Grantor and all future owners and tenants of the Property.

SECTION III – BASELINE DOCUMENTATION REPORT

The Baseline Documentation Report, which by this reference is made a part hereof, contains a collection of baseline data (including the Bonanza Flat Conservation Area Resource Inventory) that establishes the condition of the Property and its natural resources as of the effective date of this Easement in accordance with Treasury Regulation U.S.C.26 § 1.170A-14(g)(5)(i). The Parties acknowledge that the Baseline Documentation Report has been completed by competent professionals familiar with the Property and agree that the Baseline Documentation Report provides an accurate representation of the Property as of the effective date of this Easement. The Parties further agree that all updates to the Baseline Documentation Report will be signed by both Grantee and Grantor and attached to the Baseline Documentation Report. A copy of the Baseline Documentation Report and all

updates thereto shall remain on file in Grantee's offices. Notwithstanding the foregoing, should a future controversy arise over the condition of the Property or compliance with this Easement, the Parties may use all relevant documents, surveys, reports, and other information to assist in resolving the controversy.

SECTION IV – BFAMS PLAN, BFCAT MAPS, AND TRAILHEAD LOCATION MAP

- A. Bonanza Flat Adaptive Management and Stewardship Plan. As of the effective date of this Easement, Grantor and Grantee have developed a Bonanza Flat Adaptive Management and Stewardship Plan ("BFAMS Plan"). The BFAMS Plan provides direction on best management practices for consideration in the protection of the Conservation Values. The BFAMS Plan identifies monitoring protocols for certain Conservation Values and the Headwaters, Back Country, Cloud Rim Protection, or Front Country Areas, to guide management practices. The BFAMS Plan may be updated periodically upon the written agreement of Grantor and Grantee and shall be reviewed by Grantor and Grantee at least every five years. Significant changes to the BFAMS Plan, as determined by mutual agreement of Grantor and Grantee, shall be brought to the Park City Council for approval pursuant to a public hearing process. A copy of the BFAMS Plan and all updates thereto shall remain on file at the office of Grantor and the office of Grantee.
- B. Bonanza Flat Conservation Area Trails Maps. As of the effective date of this Easement, Grantor and Grantee have developed the Bonanza Flat Conservation Area Trails Maps ("BFCAT Map Summer and BFCAT Map Winter"). The BFCAT Maps provide conceptual and existing trail alignments that both the Grantor and Grantee have determined will provide a sustainable trail system for the Property. Review and implementation of the BFCATs must be approved by Grantee, not to be unreasonably withheld, in accordance with Section VIII and shall be done in accordance with the BFAMS Plan. A copy of the BFCAT Maps and any changes thereto shall remain on file at the office of Grantor and the office of Grantee.

C. Trailhead Location Map. As of the effective date of this Easement, Grantor and Grantee have developed the Trailhead Location Map. The Trailhead Location Map utilizes existing disturbed areas and areas where parking has occurred as locations for proposed trailheads to allow for a functional and sustainable trail system providing necessary infrastructure to adequately serve the public benefit of the Property. Any change to the Trailhead Location Map must be approved by Grantee in accordance with Section VIII and shall be done in accordance with the BFAMS Plan. A copy of the Trailhead Location Map and all changes thereto shall remain on file at the office of Grantor and the office of Grantee.

SECTION V - PERMITTED USES AND PRACTICES

The uses and practices described in this Section shall not be precluded or prevented by this Easement, except when such uses and practices (i) occur in a manner or to a degree that would have or has a material adverse impact on the Conservation Values or the Conservation Purpose of the Easement, (ii) require Grantee's prior approval in accordance with Section VIII, or (iii) create or threaten to create a material adverse impact on the Headwaters, Back Country, Cloud Rim Protection, or Front Country Areas.

While not an exhaustive recital of permitted uses and practices and subject to the limitations listed above, the following uses are consistent with this Easement.

A. Maintenance and Restoration of the Native Ecosystem: Grantor may use techniques and methods recognized as effective in maintaining and restoring the native biological diversity of the Property, including but not limited to invasive weed suppression, restoration of areas that have eroded, restoration of forests, and other passive restoration efforts, provided in all cases that restoration is done in accordance with the BFAMS Plan.

- B. Water Resources: Grantor may enhance water quality and wetland features on the Property to protect the watershed and headwater value or to benefit the wildlife or carbon sequestration. Such enhancements may include the protection of the springs, wetlands, and streams on the Property, maintenance and repair of water related infrastructure and the enhancement of ecological resources, including habitat.
- C. Public Access, Trails and Trailheads: Grantor may identify, maintain, reroute and construct public recreational trails in accordance with this Easement. Grantor may maintain and construct trailheads on the Property, provided that the collective area for parking for the trailheads does not exceed capacity for 175 vehicles and that trailhead locations are designated on the Trailhead Location Map.
- D. Trail-Related Structures: Grantor may construct bridging, boardwalks, culverts, separated street crossings, gates, or other trail-related improvements.
- E. Fencing and Gating: Grantor may construct new fencing, replace existing fencing, and place gates for the purpose of defining Property boundaries, delineating specific uses or sensitive areas, or restricting unauthorized access across the Property, subject in all cases to approval by Grantee in accordance with Section VIII and provided that all fencing must be sensitive to wildlife and wildlife migration and must not be considered "game proof", except if in the sole opinion of the Grantee for the protection of sensitive vegetation game proof fencing is needed and in no event shall game proof fencing restrict wildlife migration routes.
- F. Problem or Diseased Animals: Grantor may use methods to control diseased and problem animals as permitted by local, state, and federal laws.

- G. Fire Suppression: Grantor may remove brush and vegetation necessary to minimize the risk of wildfire on the Property. Fire management shall consult guidelines established in the BFAMS Plan. Potential means to reduce or remove high-risk fuel loads should include requiring removal of deadfall and slash created during the maintenance of trails. Removal methods shall limit the effect on the native biological diversity and may include, but would not be limited to, hand removal, mechanized methods, and biological methods such as short-duration grazing and shall employ techniques and wildfire management determinations consistent with the governing fire authority for the Property.
- H. Invasive Weed and Insect Control: Grantor may use biological invasive weed and insect controls, provided such use ensures protection of the riparian values of the Property and avoids any impairment of the natural ecosystems and their processes. Grantor may use chemical controls only in those amounts and with the frequency of application constituting the minimum necessary to accomplish reasonable invasive weed and insect control, provided such use ensures protection of the riparian values of the Property and avoids any impairment of the natural ecosystems and their processes.
- I. Dogs: Dogs are permitted on designated trails within the Property (i) with the exception that, no dogs shall be allowed on trails within 100 yards of Bloods Lake, while it serves as the primary drinking source of Camp Cloud Rim. (ii) with the exception that, no dogs shall be allowed on the Clyton Peak trail immediately accessing property in Big Cottonwood Canyon. (iii) all dog use must comply with Grantor's rules and regulations regarding dog use which will be placed at trailheads and along trails notifying users and must be consistent with the Conservation Purpose of this Easement and subsequent water quality monitoring, and (iv) Grantor and Grantee may in their sole discretion close the Property, a trail, or trails within the Property to dogs should monitoring protocols determine an increase in the presence of algae, waterborne pathogens, a

deterioration of water quality or in the event that documented trail use behavior materially impairs or damages the Conservation Values.

- J. Property Inclusion: Private inholdings within the Property's boundaries and adjacent lands may be incorporated into this Easement if such incorporations improve the overall Conservation Values and public benefit. Any land incorporated into this Easement pursuant to this paragraph must be made expressly subject to all terms and conditions of this Easement, and the condition of said land including any improvements therewith shall be acknowledged at the time of inclusion as consistent with the Conservation Values. Any said incorporation must be (i) documented through appropriate legal descriptions and updates to the Baseline Documentation Report at the time of incorporation and (ii) promptly recorded in the records of Wasatch County.
- K. Utilities: Existing utilities may be maintained or relocated, and new connections Grantor deems necessary and appropriate in conjunction with a permitted use under this Section are permitted, provided that, in the case of any utility relocation or new construction: (i) it must be approved by Grantee in accordance with Section VIII; (ii) the utility must be buried to the extent reasonably practicable; and (iii) any surface disturbance to the Property must be restored, to the extent reasonably practicable, to its original undisturbed state.
- L. Signs: Grantor may place a limited number of signs: (i) stating the rules and regulations; (ii) stating safety or hazardous conditions; (iii) identifying trails or interpretive sites; (iv) stating the Conservation Purpose of this Easement and the Property's protected status; and (v) identifying the restoration areas.
- M. Events, Special Uses, and Related Temporary Structures: An event, a special use, and one or more temporary structures associated with an event or a special use are permitted at the discretion of the Grantor provided that: (i) the event or special use is limited in the number of participants; (ii) any temporary structure is located to minimize impacts on the natural environment; (iii) any temporary

structure is approved by Grantee in accordance with Section VIII; (iv) requests in conjunction with filming include an analysis of potential impacts and provide for compensation to the public as determined by Grantee in accordance with the BFAMS plan and (iv) the staging, event or special use, and any temporary structures are located to the extent possible in areas where adequate infrastructure already exists, such as at trailheads.

N. **Wildfire Evacuation and Emergency Response:** Grantor may provide for emergency response and wildfire evacuation routes and maintain these routes at a minimal level not to exceed the existing condition of the manmade disturbances identified in the Baseline Documentation.

O. **Recreational Aircraft.** Drones may not take off or land on the property, unless their use is directly related to a permitted use under the authority and discretion of Grantor and Grantee and do not materially impact the public's enjoyment of the Property. All other recreational aircraft, requiring a motor or mechanized source to power flight are prohibited from taking off or landing on the property. Recreational aircraft not powered by motors or mechanized sources for flight are subject to existing ordinances.

P. **Headwaters Area:** Uses in the Headwaters Area shall maximize water quality and wildlife value protections, and activities that threaten these values shall be minimized. Recreational activities in the Headwaters Area should be limited to education, wildlife viewing, ecological study, hiking, and non-motorized human-powered activities. Grantor may reroute, relocate, construct, and maintain single-track trails for hiking and non-motorized human-powered activities in the Headwaters Area only in accordance with the BFCAT Maps and provided that:

- i. all trails are rerouted, relocated, constructed, and maintained in accordance with the BFAMS Plan;
- ii. all trails remain pervious to the soil using natural materials;
- iii. trails once constructed shall be promptly documented in updates to the Baseline Documentation Report;

- iv. trails are designated for hiking and non-motorized human-powered activities only;
- v. all trails are single-track in nature with a constructed width no larger than four feet;
- vi. any trail development shall ensure sensitivity to the Conservation Values of the Property and avoid sensitive water resources;
- vii. Grantor retains the right, based on a determination that inappropriate trail use or trail use at certain times of the year conflicts with the protection and preservation of the Conservation Values, to close, reroute, restrict use, restore, or relocate existing trails as may be necessary provided any proposed rerouting, restoration, or relocation of a trail shall be approved by Grantee in accordance with Section VIII.

Q. Back Country Area: Uses in the Back Country Area shall allow for recreational engagement that: (i) facilitates a connection with nature with minimal facilities or services; (ii) allows ecological processes to dominate; and (iii) encourages a sense of remoteness. Recreational activities in the Back Country Area should be limited to single-track trails for equestrian use, hiking, wildlife viewing, ecological study and non-motorized biking; limited groomed Nordic skiing primarily on existing two-track disturbances; and non-motorized human-powered winter activities, including back country skiing. Grantor may reroute, relocate, construct, and maintain single-track trails for equestrian use, hiking, non-motorized biking, dog walking, Nordic skiing, and non-motorized human-powered winter activities in the Back Country Area only in accordance with the BFCAT Maps and provided that:

- i. all trails are rerouted, relocated, constructed, and maintained in accordance with the BFAMS Plan;
- ii. all trails remain pervious to the soil using natural materials;
- iii. trails once constructed shall be promptly documented in updates to the Baseline Documentation Report;

- iv. all trails are single-track in nature with a constructed width no larger than four feet;
- v. any trail development shall ensure sensitivity to the Conservation Values of the Property and avoid sensitive water resources;
- vi. Grantee and Grantor may mutually determine that inappropriate trail use, or trail use at certain times of the year, conflicts with the protection and preservation of the Conservation Values, and may temporarily close one or more trails on the Property;
- vii. Grantor retains the right, based on a determination that inappropriate trail use or trail use at certain times of the year conflicts with the protection and preservation of the Conservation Values, to close, reroute, restore, or relocate existing trails as may be necessary and shall prepare and groom trails for Nordic skiing, provided that (a) the designated trail is approved by Grantee in accordance with Section VIII and and further , Grantor shall provide notice to Grantee of the closure of a trail or portion thereof, and any proposed rerouting, restoration, or relocation of a trail shall be approved by Grantee in accordance with Section VIII; and

R. Camp Cloud Rim Protection Area: Uses in the Cloud Rim Protection Area shall maximize protection of the adjacent camp and water treatment area and shall not allow for activities or uses that encourage public engagement in close proximity to the operation of the Girl Scouts of Utah (GSU) Camp Cloud Rim. This Area is exclusive to the GSU for as long as they own and operate Camp Cloud Rim. The area shall be dissolved and incorporated into the Back Country area if GSU cease to own the property or operate the camp. Recreational activities of and by the general public are restricted in the Cloud Rim Protection Area maintaining an area that restricts general public access for the purpose of providing safety for those engaged programming. The Cloud Rim Protection Area allows for the Girl Scouts of Utah to conduct programmatic activities which do not require improvements on

the ground other than existing trails. Existing disturbances or trails shall be restored or decommissioned except for trails emanating from Camp Cloud Rim used solely by the Girl Scouts of Utah in association with the operation of the camp..

- S. Girl Scout Land: Pursuant to the terms defined in the Exchange Agreement attached hereto as Exhibit C it is contemplated by Grantor and Grantee that all lands currently used in operation of the Camp Cloud Rim by GSU will become subject to the terms of this Easement in the event of a sale or transfer to Grantor or any third party by the Girl Scouts of Utah, together with all improvements and permitted uses existing on the lands identified in the Exchange Agreement at the time the Girl Scout Land ceases to be used by the Girl Scouts of Utah. At the time of the transfer or sale of the land identified in the Exchange Agreement the land shall be encumbered by this Easement and improvements and uses at such time shall be considered consistent with the permitted uses of this Easement.
- T. Existing Structures. The existing Yurt, associated decking structure, and observation platform identified in the Baseline Documentation Report as of the effective date of this Easement may be maintained or replaced, provided (i) they remain available for public use, (ii) they remain in substantially the same location, (iii) they are not expanded beyond their current foot print, height, or character as documented in the Baseline Documentation as of the effective date of this Easement, and (iv) their use is not inconsistent with the Conservation Purpose of this Easement and are programmed mutually by Grantee and Grantor.
- U. Front Country Area: Uses in the Front Country Area shall allow for recreational engagement that is consistent with the protection of the Conservation Values in the area. Permitted recreational uses in the Front Country Area include single-track trails for equestrian use, hiking, and non-motorized biking; interpretive trails; limited Nordic skiing primarily on existing two-track disturbances; and non-

motorized human-powered winter activities, including back country skiing. Grantor may reroute, relocate, construct, and maintain single-track trails for equestrian use, hiking, non-motorized biking, dog walking, Nordic skiing, and non-motorized human-powered winter activities in the Front Country Area only in accordance with the BFCAT Maps and provided that:

- i. all trails are rerouted, relocated, constructed, and maintained in accordance with the BFAMS Plan;
- ii. all trails remain pervious to the soil using natural materials or gravel roadbase for interpretive trails;
- iii. trails once constructed shall be promptly documented in updates to the Baseline Documentation Report;
- iv. all trails, other than interpretive trails are single-track in nature with a constructed width no larger than four feet;
- v. Interpretive trails may be large enough to accommodate a diversity of abilities as may be defined by national ADA standards;
- vi. any trail development shall ensure sensitivity to the Conservation Values of the Property and avoid sensitive water resources;
- vii. Grantee and Grantor may mutually determine that inappropriate trail use, or trail use at certain times of the year, conflicts with the protection and preservation of the Conservation Values, and may temporarily close one or more trails on the Property;
- viii. Grantor retains the right, to close, reroute, restore, or relocate existing trails as may be necessary and shall prepare and groom trails for Nordic skiing, provided that (a) the designated trail is approved by Grantee in accordance with Section VIII and further, Grantor shall provide notice to Grantee of the closure of a trail or portion thereof, and any proposed rerouting, restoration, or relocation of a trail shall be approved by Grantee in accordance with Section VIII; and

V Talisker 2.0 Lease: This Easement is subject the Talisker 2.0 Lease which is attached hereto as Exhibit B and by this reference made a part hereof.

W Residual Rights. Except as expressly limited by this Easement, Grantor may exercise and enjoy all rights as owner of the Property, identified in this Easement and the right to use the Property for any purpose not inconsistent with this Easement

SECTION VI - PROHIBITED USES AND PRACTICES

Any use or practice that is inconsistent with the Conservation Purpose of this Easement or likely to cause material damage to the Conservation Values is prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of all prohibited uses and practices, are inconsistent with the Conservation Purpose of this Easement and thus prohibited.

- A. Subdivision: Division or subdivision of the Property, and any action that creates an actual or *de facto* subdivision of the Property, is prohibited, except Grantor may exercise a one-time subdivision right for the sole purpose of providing Salt Lake Public Utilities with land for incorporation into the land owned by Salt Lake Public Utilities in conjunction with previous agreements associated with acquiring the Property, and provided that the terms of this Easement shall remain in full force and effect with regard to each subdivided parcel.
- B. Proffers, Dedications, Transfer of Development Rights: Proffer or dedication of the Property or any portion thereof as open space in or as part of any residential subdivision, any real estate development plan, or any other type of residential, commercial, or industrial development is prohibited. Proffer or dedication of the Property or any portion thereof for the purpose of fulfilling density requirements to obtain approvals for any zoning, subdivision, site plan, or building permits, is prohibited. Transfer of any development rights that have been encumbered or extinguished by this Easement to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise is prohibited and this Easement terminates all development agreements associated

with this Property.

- C. Construction: Structures or facilities for residential, commercial, or industrial use are prohibited. Only those structures permitted under Section V pursuant to a permitted use are allowed.
- D. Wildlife Disturbance or Harassment: Disturbance or harassment of wildlife by any means (for example, by people or domestic animals) is prohibited. The taking, removal, translocation, or captivity of wildlife is prohibited, however nothing within this provision shall restrict Grantor and Grantee from determining healthy carrying capacities of species on the Property, working with the Utah Division of Wildlife and employing appropriate management mechanisms, including permitting select and limited wildlife take methods to remove problem or diseased animals in accordance with the BFAMS Plan this subparagraph D of section IV does not include fishing.
- E. Alteration of Watercourses, Wetlands, or Topography: Disturbance, alteration, excavation, or impairment of any watercourse or wetland or the topography of the Property is prohibited, except as permitted in connection with the permitted uses and practices in Section V.
- F. Non-native Species: Intentional introduction onto the Property of any non-native plant or animal species is prohibited, except as permitted in connection with the permitted uses and practices in Section V.
- G. Roads: New roads over, through, or across the Property are prohibited.
- H. Ski Infrastructure: Any aerial, surface or subsurface infrastructure necessary for, or associated with commercial downhill skiing or snowmobiling (including, but not limited to, aerial trams, cables, lifts, towers, and other modes of conveyance) is prohibited.

- I. Motorized Vehicles: Motorized vehicles are prohibited on the Property except for:
- i. emergency vehicles;
 - ii. Purposes of a safety corridor as mutually identified by Grantor and Grantee;
 - iii. vehicles used in routine maintenance of the Property, provided the vehicles are under the direct control of Grantor or Grantee; and
 - iv. vehicles in conjunction with a permitted use.
- J. Agricultural Uses: Agricultural uses are prohibited on the Property except as may be consistent with fire suppression and invasive weed control activities permitted under Section V.
- K. Camping; Manmade Fires: Camping is prohibited on the Property except in conjunction with an authorized use as determined mutually by Grantor and Grantee. Manmade fires are prohibited except in connection with fire suppression activities permitted under Section V.
- L. Dumping: The dumping or other disposal of trash, debris, ashes, sawdust, or other refuse on the Property is prohibited.
- M. Utilities: New utilities and new utility corridors are prohibited, except as permitted in Section V.
- N. Mineral Activities: Any surface or subsurface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property (including, but not limited to, the lease, sale, or other disposition of the rights to such materials, and any horizontal drilling under the Property from other properties) is prohibited.

- O. Signs and Billboards: Except as permitted in Sections II and V, the construction, maintenance, lease, or erection of any signs or billboards on the Property is prohibited. This prohibition encompasses, but is not limited to, commercial and political signs and billboards.
- P. Hazardous Waste: The storage, dumping, or other disposal of any toxic or hazardous material on the Property is prohibited. Use of small quantities of hazardous materials necessary to accomplish a permitted use or practice is allowed but only if such use does not (i) violate any federal, state, or local environmental law, regulation, or other requirement or (ii) negatively impact the Conservation Purpose of this Easement. Neither this provision nor any other right granted in this Easement shall impose liability on Grantee, nor shall Grantee be construed as having liability as a “responsible party” under CERCLA or other similar local, state, or federal statute.

SECTION VII – MANMADE DISTURBANCES

In accordance with the BFAMS Plan, all disturbances not associated with a permitted use shall be restored to as undisturbed and natural a state as is practical and shall be reseeded with native seeds, plants, or vegetation.

SECTION VIII – PRIOR APPROVAL FROM GRANTEE

If any provision of this Easement requires Grantor to obtain Grantee’s approval prior to the performance of an act or the undertaking of a use or practice, Grantor shall not perform that act or undertake that use or practice (whether directly or through an agent) until the notice and approval provisions of this Section have been fully satisfied. Grantee shall grant approval pursuant to this Section only if the proposed act, use, or practice will not cause material damage to the Property’s Conservation Values or otherwise be inconsistent with the Conservation Purpose or provisions of this Easement. This Section is not intended for any other purpose, including, without limitation, to request approval

of: (i) an act, use, or practice that is expressly prohibited by this Easement; (ii) an existing or threatened violation of this Easement; or (iii) an act, use, or practice for which an amendment to this Easement would be needed. Nothing in this Section shall in any way prohibit or limit Grantee's ability to obtain writs or injunctive relief or otherwise enforce this Easement.

- A. Grantor's Written Notice: Prior to the performance of any act or the undertaking of any use or practice that requires Grantee's approval, Grantor must notify Grantee in writing of the proposed act, use, or practice. The notice must fully inform Grantee of all material aspects of the proposed act, use, or practice (including the nature, scope, design, location, and timetable for such proposed act, use, or practice), and Grantor must send the notice to Grantee by registered or certified mail return receipt requested or by email with a "read receipt" tracking option.
- B. Grantee's Written Request or Response: Grantee shall have forty-five (45) days from the date such notice is received (as indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantee) to review the proposed act, use, or practice and, in writing, either approve the proposed act, use, or practice or notify Grantor of any objections it may have. The forty-five (45) day period shall not begin to run for purposes of this paragraph until such time as Grantee has received adequate information from Grantor to effectively evaluate the proposed act, use, or practice. In the event Grantee requires additional information to evaluate the proposed act, use, or practice, Grantee shall, in writing, request the information from Grantor as soon as practicable and in any case no later than forty-five (45) days after receipt of the notice. Grantee's objections to a proposed act, use, or practice, if any, shall be based upon Grantee's opinion that the proposed act, use, or practice is likely to cause material damage to the Property's Conservation Values or is otherwise inconsistent with the Conservation Purpose or provisions of this Easement. If, in Grantee's good faith judgment, the proposal presented by

Grantor can be modified to avoid material damage to the Property's Conservation Values and otherwise comply with the Conservation Purpose and provisions of this Easement, then Grantee's response shall inform Grantor how the proposed act, use or practice may be modified to comply with this Easement. Grantor may commence the proposed act, use, or practice only after it receives Grantee's express written approval, and only in the manner explicitly proposed by Grantor and approved by Grantee. Grantee must send any request for more information or response to Grantor by registered or certified mail return receipt requested or by email with a "read receipt" tracking option.

- C. Grantee's Failure to Respond: Grantee agrees to use reasonable diligence to respond to a notice from Grantor within forty-five (45) days from the date such notice is received (as indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantee) or within forty-five (45) days after Grantee has received adequate information to evaluate the proposed act, use, or practice, whichever is later. Grantee's failure to respond within the forty-five (45) day period shall be deemed a constructive denial. Grantor may seek any legal remedy from the courts and recover reasonable fees and costs if a court rules the constructive denial unjustified.
- D. Force Majeure: Grantor will not be obligated to send a notice to Grantee, and Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Property caused by such events and of any efforts to prevent, abate, or mitigate any damage caused by such events.
- E. Addresses. The addresses of Grantor and Grantee for purposes of mailing or emailing the notices, requests, and responses addressed in this Section are set

forth in Section XV.

SECTION IX - BREACH, RESTORATION, AND REMEDIES

- A. Breach and Restoration: If either Grantor or Grantee becomes aware of a violation or potential violation of this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Property, whether precipitated by Grantor or by a third party, the party who has become aware must promptly notify the other party of such violation, potential violation, damage, or potential damage by registered or certified mail return receipt requested or by email with a "read receipt" tracking option. Grantor shall have thirty (30) days from the date of receipt of a notice from Grantee of a violation or potential violation or of damage or potential damage to commence actions, including restoration of the Property, that are reasonably calculated to prevent or correct the violation or damage (Grantor's receipt of such a notice shall be indicated by the registered or certified mail return receipt or the "read receipt" confirming that the email message was opened by Grantor). If Grantor fails to take such corrective action within the thirty (30) day time period, Grantee may undertake appropriate action, including legal action, to effect such prevention or correction. Grantor shall pay the cost of such prevention or correction, including Grantee's expenses, court costs, and attorney's fees.
- B. Injunctive and Other Relief: Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction, or seek any legal remedy to stop or prevent unauthorized activities and to force the restoration of the portion of the Property affected by an unauthorized activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and taking such other action as Grantee deems necessary to achieve restoration. The costs of restoration and litigation, including reasonable attorney's fees, shall be borne

by Grantor or those of its successors or assigns against whom a judgment is entered.

- C. Actual or Threatened Non-Compliance: Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.
- D. Cumulative Remedies: Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.
- E. No Waiver of Enforcement: Grantee may exercise discretion in enforcing this Easement, subject to its fiduciary obligations to the public as beneficiary of the easement. No delay or omission by Grantee in the exercise of any right or remedy under this Easement or applicable law shall impair such right or remedy or be construed as a waiver. Grantee's failure to exercise its rights under this Easement, in the event of a breach by Grantor, shall not be considered a waiver of Grantee's rights under this Easement in the event of any subsequent breach. Enforcement of this Easement shall not be defeated by adverse possession, laches, or estoppel. The Parties agree that the rights of the public, as beneficiary of this Easement, shall not be forfeited by any acts or omissions of Grantee.

SECTION X – NOTICES, SUPERIORITY OF EASEMENT, COSTS, TAXES & FEES

- A. Notices: To provide Grantee with notice of a change in ownership or other transfer of an interest in the Property, Grantor agrees to notify Grantee in writing of the names and addresses of any party to whom the Property or any interest therein (including a leasehold interest) is transferred. Grantor further agrees to make specific reference to this Easement in a separate paragraph of any subsequent deed or other instrument by which any interest in the Property is

conveyed, and attach a copy of this Easement to such instrument. Grantor also agrees to provide written notice of this Easement to all agents working under the direct control of Grantor in conjunction with the Property. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

- B. Superiority of Easement: Any lease, mortgage, trust deed, lien, judgment, or other interest executed or entered against the Property after the effective date of this Easement, except as expressly provided for herein, shall be subordinate to this Easement and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise negatively impact the Conservation Values protected by or the Conservation Purpose of this Easement.
- C. Costs, Taxes, and Fees: Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including responsibility for fire suppression and the control of noxious weeds in accordance with all applicable laws. Grantor agrees to bear all costs of operation, upkeep, and maintenance of the Property. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority.

SECTION XI – INDEMNITY

Grantor agrees to defend, indemnify, and hold harmless Grantee from and against any damage, liability, and loss occasioned by, growing out of, or arising or resulting from (i) any act or omission by Grantor or its agents or employees associated with this Easement or the Property or (ii) the presence or release of any toxic or hazardous material or substance on the Property, except where the presence or release was directly caused by Grantee.

SECTION XII – RESTRICTION ON TRANSFER OF EASEMENT

- A. Grantee is prohibited from assigning or otherwise transferring this Easement, whether or not for consideration, unless (i) the transferee is, at the time of the transfer, a “qualified organization” and an “eligible donee,” as those terms are defined in §170(h) of the Internal Revenue Code and accompanying Treasury Regulations, (ii) the transferee is qualified to hold a conservation easement under Utah law, (iii) Grantee, as a condition of the transfer, requires that the transferee agree in writing that the Conservation Purpose of this Easement will continue to be carried out, and (iv) Grantor consents in writing to the transfer, which consent shall not be unreasonably withheld.
- B. If Grantee shall cease to exist, or cease to be a qualified organization or eligible donee (as those terms are defined in § 170(h) of the Internal Revenue Code and accompanying Treasury Regulations) or qualified to hold a conservation easement under Utah law, and a prior transfer is not made in accordance with the requirements of this Section, then Grantee's rights and obligations under this Easement shall vest in such entity as a court of competent jurisdiction shall direct pursuant to the doctrine of *cy pres* and provided that the requirements of this Section shall be satisfied.
- C. A transfer of this Easement in connection with a judicial extinguishment that satisfies the requirements of Section XIII shall not violate the provisions of this Section.

SECTION XIII – EXTINGUISHMENT; VALIDITY

- A. Grantor agrees that the conveyance of this Easement gives rise to a property right that immediately vests in Grantee. Grantor further agrees that this property right had a fair market value on the effective date of this Easement that was equal to the proportionate value that this Easement, at that time, bore to the

value of the Property as a whole at that time.

- B. This Easement may be extinguished in whole or in part (whether through release, termination, eminent domain, abandonment, swap, exchange, reconfiguration, or otherwise) only (i) in a judicial proceeding in a court of competent jurisdiction, (ii) upon a finding by the court that a subsequent unexpected change in conditions has made impossible or impractical the continued use of the Property (or the portion thereof to be removed from this Easement) for conservation purposes, and (iii) with a payment of proceeds to Grantor and Grantee as provided in paragraph C of this Section. Any removal of land from this Easement constitutes an extinguishment, however such removal might be characterized.
- C. In the event of an extinguishment, Grantee shall be entitled to a share of the proceeds from any sale, exchange, or involuntary conversion of the property removed from this Easement equal to the appraised value of this Easement (or portion of this Easement encumbering the property to be removed) immediately before and ignoring the extinguishment, calculated using an appropriate “before and after” valuation methodology. Grantor shall be entitled to the remainder of the proceeds. Grantee has a right to record a lien to secure its recovery of its share of the proceeds.
- D. Grantor and Grantee acknowledge that the Property was purchased with restricted bond proceeds and restricted funds that were granted or raised for the express purpose of enabling Park City to purchase the Property and forever protect and preserve its scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, and recreational and educational values. Grantor and Grantee agree that any proceeds each receives upon any extinguishment of this Easement will be used to protect conservation values in a manner that is consistent with the Conservation Purpose of this Easement.

- E. If all or any part of the Property is taken under the power of eminent domain, Grantor and Grantee shall participate in appropriate proceedings at the time of such taking to recover the full value of their respective interests subject to the taking as well as all incidental or direct damages resulting from the taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee as provided in paragraph C of this Section.
- F. The fact that any use of the Property expressly prohibited by this Easement or otherwise determined to be inconsistent with the Conservation Purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with the Conservation Purpose of this Easement, has been considered by Grantor in granting and by Grantee in accepting this Easement, and it is the intent of both Grantor and Grantee that any such changes shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part. In addition, the inability to carry on any or all of the permitted uses and practices, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its extinguishment in whole or in part.
- G. All provisions of this Section shall survive any extinguishment of this Easement in whole or in part.

SECTION XIV – LIMITED POWER OF AMENDMENT

- A. Grantor and Grantee intend that the Conservation Values of the Property and the Conservation Purpose of this Easement will be protected in perpetuity by this Easement. While Grantor and Grantee have endeavored to foresee all possible threats to the perpetual protection of the Conservation Values of the Property

and the Conservation Purpose of this Easement, there may come a time when this Easement should be amended to correct an error, to eliminate or reduce reserved rights that are not beneficial to the public, to clarify an ambiguity, or to otherwise enhance the protection of the Conservation Values of the Property. To that end, Grantor and Grantee have the right to agree to amendments to this Easement, provided, however, that any amendment must comply with each of the following requirements.

- i. Only the following types of amendment are permitted:
 - a. Amendments that are technical in nature (such as correcting a scrivener's error).
 - b. Amendments that enhance the protection of one or more of the Conservation Values of the Property and are not detrimental to or inconsistent with the Conservation Purpose of this Easement.
- ii. An amendment must not materially injure or destroy any of the Conservation Values of the Property or be detrimental to or inconsistent with the Conservation Purposes of this Easement. For example, this requirement prohibits "trade-off" amendments that would both materially negatively impact and arguably further the protection of the Conservation Values of the Property. Thus, for example, an amendment that would involve the relaxation or elimination of a restriction or other conservation protection in this Easement in exchange for the addition of land to this Easement is prohibited.
- iii. An amendment must not limit or otherwise alter the perpetual duration of this Easement.
- iv. An amendment must not adversely affect the status of Grantee as a qualified organization, eligible donee, or eligible holder of this Easement under any applicable laws.

- v. An amendment must not result in private inurement or confer impermissible private benefit.
- vi. An amendment must be in writing, duly signed, and promptly recorded in the appropriate location for public land records, and Grantee must document the amendment's compliance with the requirements of this Section in writing.

B. Nothing in this Section shall require Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

SECTION XV – NOTICES

Any notice, demand, request, consent, approval, or other communication shall be in writing and shall be sent by registered or certified mail return receipt requested or by email with a "read receipt" tracking option to:

Grantor: Park City Municipal Corporation
Attn: Park City Recorder
445 Marsac Ave
Park City, Utah 84060
michelle.kellog@parkcity.org

Grantee: Utah Open Lands Conservation Association Inc.
Attn: Executive Director
1488 South Main Street
Salt Lake City, Utah 84115
Wendy@UtahOpenLands.org

Grantor or Grantee may, by written notice to the other, designate a different recipient

(i.e., "Attn:") or a different mail or email address.

SECTION XVI - MISCELLANEOUS PROVISIONS

- A. Partial Invalidity: If any provision of this Easement or application of any provision of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of the provision to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.
- B. "Grantor" and "Grantee": The term "Grantor" as used in this Easement and any pronouns used in place thereof shall mean and include the above-named Grantor and its successors and assigns. The term "Grantee" as used in this Easement and any pronouns used in place thereof shall mean Utah Open Lands Conservation Association and its successors and assigns. Grantor and Grantee may be referred to herein collectively as the "Parties."
- C. Titles: Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.
- D. Liberal Construction: This Easement shall be liberally construed in favor of forever protecting and preserving the Conservation Values of the Property and carrying out the Conservation Purpose of this Easement, and under no circumstances shall this Easement be construed in favor of the free use of land. The Parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.

- E. Successors: This Easement shall be binding upon both Grantor and Grantee and their respective successors in interest and assigns.
- F. Governing Law: This Easement shall be interpreted and construed in accordance with applicable Utah laws.
- G. Venue: Any legal action concerning this Easement shall be filed in the Third Judicial District of Utah, Summit County.
- H. Entire Agreement: This Easement sets forth the entire agreement of the Parties. It is intended to supersede all prior discussions or understandings.
- I. Compliance With Law: All uses and practices permitted by this Easement shall comply with all applicable local, state, and federal laws.
- J. Effective Date: The effective date of this Easement shall be the date of its recordation.
- K. State Law Notice Requirements: Grantor hereby acknowledges that Grantee, at least three days prior to the execution of this Easement, discussed with it the types of conservation easements available, the legal effect of each easement, and the advisability of consulting legal counsel concerning any possible legal and tax implications associated with granting this Easement.
- L. No Merger: The Parties intend that this Easement may be extinguished in whole or in part only as provided in Section XIII. To that end, the Parties hereby agree that (i) no purchase by or transfer to Grantee of the underlying fee interest in the Property shall be deemed to extinguish this Easement, or any portion thereof, under the doctrine of merger or other

legal doctrine, and (ii) should Grantee come to own all or a portion of the underlying fee interest in the Property, (a) Grantee, as successor in title to Grantor, shall observe and be bound by the obligations of Grantor under and the restrictions imposed upon the Property by this Easement and (b) Grantee shall continue to hold and enforce this Easement as a public charitable trust for the benefit of the citizens of Wasatch, Summit, and Salt Lake Counties, the State of Utah, and the United States of America and be bound by its terms .

- M. Warranty of Authority to Sign: By their signature below, the Parties warrant that this Easement is a valid, binding, and enforceable document which is executed after having obtained all necessary authority from their respective entities.
- N. References. All references to the Internal Revenue Code, Treasury Regulations, and the Utah Code Annotated in this Easement shall be to the code and regulation provisions in effect as of the effective date of this Easement.

-Remainder of page intentionally left blank-

IN WITNESS WHEREOF, Grantor and Grantee execute this Easement.

GRANTOR:

PARK CITY MUNICIPAL
CORPORATION,

Dated this ____ day of _____, 2018.

By _____
Mayor or Designee, Park City Municipal
Corporation

GRANTEE:

UTAH OPEN LANDS CONSERVATION
ASSOCIATION, INC.,

Dated this ____ day of _____, 2018.

By _____
Matthew A. Steward, President,
Utah Open Lands Conservation
Association, Inc.

STATE OF UTAH)
 : ss.
County of Wasatch)

On this ____ day of [month] 2018, _____, representing Park City Municipal Corporation, known to me to be the person whose name is subscribed to the instrument set forth above, personally appeared before me, _____, a Notary Public for the State of Utah, and acknowledged that he/she executed the same on behalf of Park City Municipal Corporation.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notaries seal on the date above written.

(SEAL)

Notary Public for the State of Utah
Residing at

My commission expires _____

STATE OF UTAH)
 : ss.
County of Wasatch)

On this day of [Month], 2018, Matthew A. Steward, who is known to me to be the President of Utah Open Lands Conservation Association Inc., and the person whose name is subscribed to the instrument set forth above, personally appeared before me, _____, a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of Utah Open Lands Conservation Association Inc.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notary seal on the date above written.

(SEAL) Notary Public for the State of Utah
 Residing at

My commission expires _____



© G. Brad Lewis

BONANZA FLAT CONSERVATION AREA ADAPTIVE MANAGEMENT & STEWARDSHIP PLAN

DEVELOPED FOR PARK CITY MUNICIPAL CORPORATION
BY UTAH OPEN LANDS
ADOPTED 2019





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PART ONE

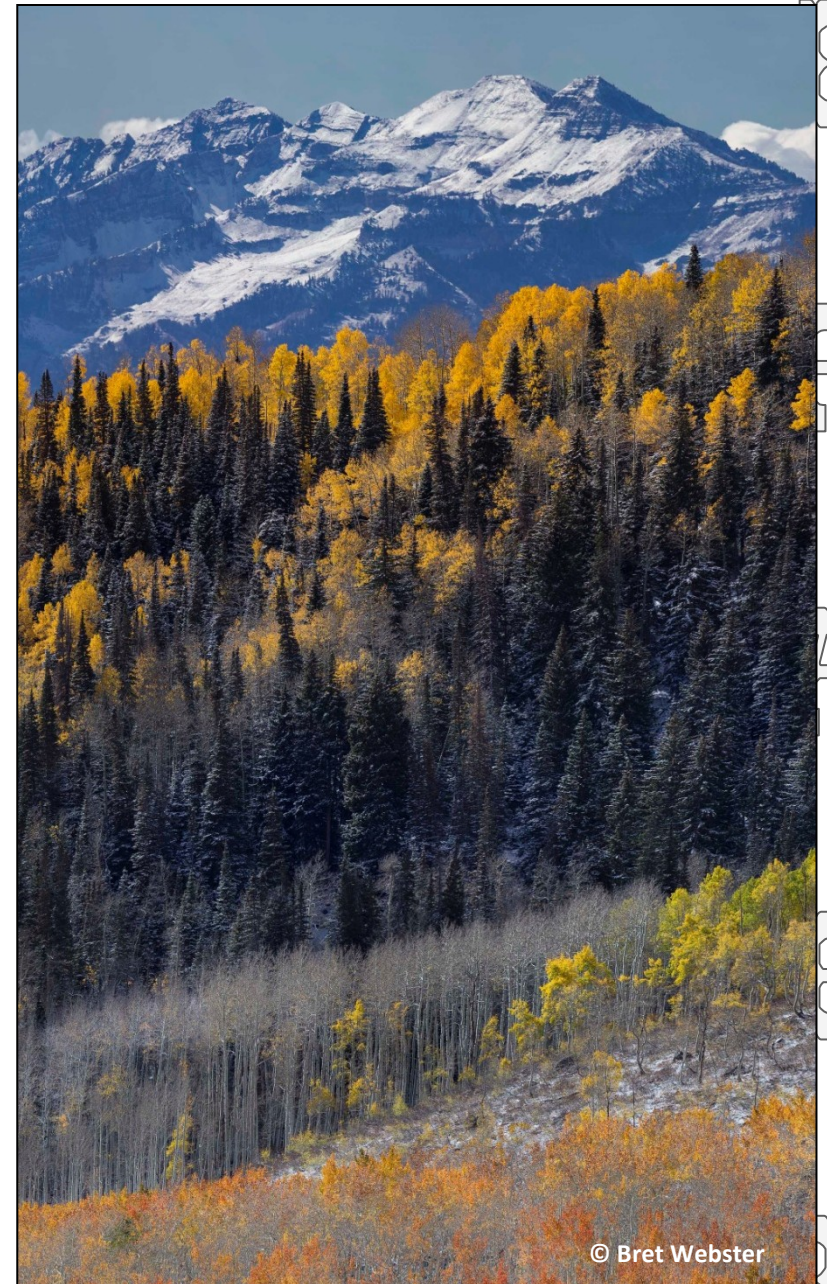
INTRODUCTION

EXECUTIVE SUMMARY

Without the leadership of the Park City Council and the residents of Park City who passed a \$25 million bond, Bonanza Flat Conservation Area would already be lost. The loss would have effected drinking water for cities like Midway, Salt Lake and Sandy. The loss would have fragmented migratory and year-round habitat for moose, elk and deer. The loss would have cut off access for thousands of users and a variety of user groups. The loss would have forever changed the character of outdoor recreation in the Wasatch Front and Wasatch Back. Bonanza Flat Conservation Area is the 'heart of the Wasatch'. Its location and the significant role it plays in a cohesive ecosystem that extends beyond its borders, the role this landscape played in the collective call for its protection further underscores what could have been lost.

Over 3,000 individual donors, three cities, three counties, three agencies and 11 nonprofits came together to ensure the land was protected. The fund-raising campaign, spearheaded by Utah Open Lands, resulted in a historic effort that managed to fill a \$13 million gap to ensure the conservation purchase in just 6 months.

Utah Open Lands is honored to have the role of protecting and acting as steward of the land forever. Management and enforcement will be required to uphold the terms of the Conservation Easement. In employing sustainable management strategies, there will be transitions from historic use patterns and behavior to more mindful engagement with the land. Through proactive education and peer-to-peer nudges, we will find ways to ensure that we are all positive stewards of the Conservation Values of Bonanza Flat Conservation Area. Striking a forward-thinking balance of use and protection on the land will be critical to its long-term health and the conservation of the watershed that sits directly above the Town of Midway, Wasatch County and the Provo River.



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The story of the preservation of Bonanza Flat Conservation Area is replete with hard work and tough choices. To preserve this land as population and recreation pursuits boom, management strategies will be robust and will require compromise to ensure that the landscape itself is not loved to death. On Bonanza Flat Conservation Area, we will take the managerial steps necessary to facilitate proper use of the land through a thorough inventory of use, regulatory authority, monitoring and best practices approach. Adapting management practices to ecosystems and user responses on the land will be ever evolving.

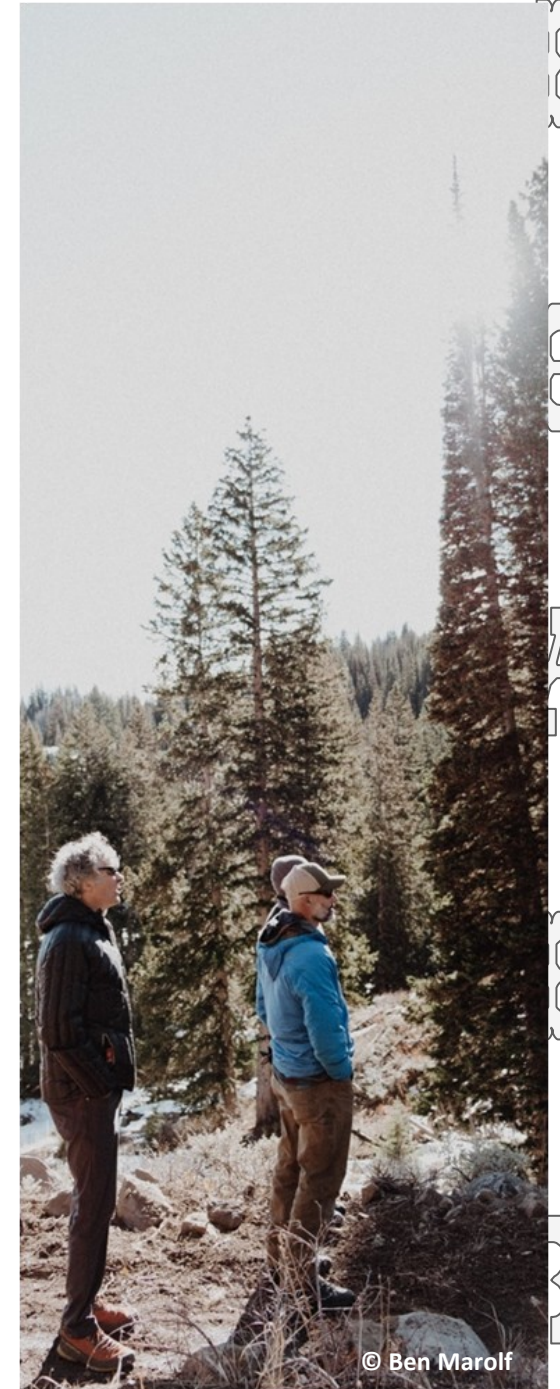
While still a wild place, Bonanza Flat Conservation Area is a landscape that is challenged by impact to the land. Even with these impacts there are vast areas that have been relatively untouched. **The fundamental concepts that this BFAMS Plan employs include: overall net sustainable use on the land, compatible uses that achieve sustainability, and determining the carrying capacity of the landscape, in part, by the conservation values and monitoring protocols specific to those conservation values.** With the Conservation Easement as the fundamental guide, the Bonanza Flat Conservation Area Adaptive Management and Stewardship Plan (BFAMS Plan) provides a framework for comprehensive stewardship of the land.

The Conservation Easement codifies the intent of Park City (the landowner), respects the myriad donor intents from individuals that gave to see this land protected, and gives Utah Open Lands (UOL) the responsibility of enforcing its preservation in perpetuity. The Conservation Easement is the guide by which to enforce and ensure perpetual protection of the land and its Conservation Values from development. The Bonanza Flat Conservation Area Adaptive Management and Stewardship Plan reflects the fundamental values of stewardship. It incorporates on-site research, data collection, meetings with stakeholders, and public input. Utah Open Lands and Park City created the BFAMS Plan cooperatively with input from stakeholders, and the public. Utah Open Lands and Park City created the BFAMS Plan in conjunction with the Conservation Easement and as directed by the Park City Council in accordance with the Bonanza Flat Open Space Bond. Current conditions and



uses of the Property inform the BFAMS Plan while simultaneously presenting challenges for effective management. The Baseline Documentation Report, created by Utah Open Lands as the Conservation Easement holder, examines and memorializes the current condition of the land, its ecological and cultural resources, conservation values and existing features.

The Baseline Documentation Report provides benchmarks against which management decisions will be evaluated for their overall effect on the stewardship of the Conservation Values. This baseline is a fundamental tool in creating adaptable solutions.



THIS BFAMS PLAN:

- Contains management strategies and vision for 1,511.6 acres of land owned by Park City Municipal Corporation located on its town borders in Wasatch County.
- Assesses suitable locations for recreation and conservation activities.
 - Outlines and proposes improvements and creation of trailheads, sustainable trails, safety and management.
- Suggests ways in which to maintain and continuously enhance existing Conservation Values.
- Emphasizes watershed protection practices as a fundamental goal in management decision making.
- Encourages a sustainable strategy focused on an exceptional recreational experience for multiple user groups.

PARK CITY OPEN SPACE BOND BALLOT INITIATIVE

“Shall Park City, Utah, be authorized to issue general obligation bonds in an amount not to exceed \$25,000,000 and to mature in no more than 16 years from the date or dates of such bonds to acquire, improve and forever preserve open space, park and recreational land located in Bonanza Flats, if such land is available for purchase by the City, in order to protect the conservation values thereof, to remove existing unneeded man-made improvements, and to make limited improvements for public access, parking and use?”

I. PARK CITY

LANDOWNER/GRANTOR

Park City is a town of over 8,000 people in Summit County, Utah. Park City Municipal Corp. (PCMC) is the landowner of the over 1,500-acre Bonanza Flat Conservation Area. Through a bond passed in 2016, and a community fundraising effort led by Utah Open Lands, Bonanza Flat Conservation Area was purchased in 2017, protecting it from eminent threats of development forever. The conservation-minded goals set forth for Bonanza Flat Conservation Area align with Park City’s greater mission – to provide world-class trails and open space for the non-motorized recreational pursuits. Bonanza Flat Conservation Area will serve as an extension and addition to open

space protection and recreational opportunities which are abundant in the Park City area.





II. UTAH OPEN LANDS CONSERVATION EASEMENT HOLDER/GRANTEE

Utah Open Lands Conservation Association (UOL) is a 501(c)3 non-profit land trust, founded in 1990 in Park City, with their first office located on Prospector Avenue. UOL, as a nationally accredited land trust operates throughout the state of Utah and has permanently protected over 60,000 acres of land. As the oldest local land trust in the state, and the statewide land trust in Utah, UOL holds the Conservation Easement on Bonanza Flat Conservation Area and is responsible for ensuring the protection of the Conservation Values in perpetuity. Utah Open Lands began working diligently to protect Bonanza Flat Conservation Area once a \$13,000,000 gap was identified between the Park City bond and the purchase price of Bonanza Flat Conservation Area. UOL’s goals for the Property are tied to the Conservation Easement, which the organization is charged with enforcing, and the promise of protecting the land forever.

GRANTOR // GRANTEE ROLES

PCMC, the owner of the Property, has incorporated a conservation ethic for this land in the grant of the Conservation Easement to Utah Open Lands; forever codifying the intention of protection for this land from development.

The donors who contributed to the purchase of the land through individual contributions and the bond are part of the public trust created by the Conservation Easement agreement. The development value and restricted uses are held forever in trust by Utah Open Lands, and those rights cannot be transferred to another property nor can the development rights be added back to the land; those development rights cease to exist in favor of protecting the scenic, natural, ecological, forest, open space, water quality, watershed, riparian, wildlife habitat, community heritage, recreational and educational values.

STAKEHOLDERS	
All Park City Taxpayers and Residents	In November 2016 The Park City Open Space Bond Ballot Initiative was approved by Park City voters by a 70.2% margin to provide \$25 million for open space preservation
Over 3000 individual households, foundations and public and private entities	\$13 million was raised for the purchase of Bonanza Flat Conservation Area’s protection from individual community members and private sources
Jurisdictional Stakeholder Committee as approved and appointed by the Park City City council	Wasatch County, Summit County, Midway City, Salt Lake Public Utilities, Metropolitan Water District of Salt Lake & Sandy, Salt Lake County, Wasatch Mountain State Parks and the US Forest Service
Technical Stakeholder Committee as approved by the Park City council	The Mountain Trails Foundation (MTF), the Citizens Open Space Advisory Committee (COSAC), Trails Utah, Save Our Canyons (SOC), Wasatch Backcountry Alliance (WBA) and Summit Land Conservancy



III. THE BFAMS PLAN INPUT

For over 11 months, Park City and Utah Open Lands engaged public and governmental agencies in Jurisdictional and Technical Stakeholder Committees. These committees served to advise the process, discussing issues relevant to the Conservation Easement and management of Conservation Values on Bonanza Flat Conservation Area. Both Jurisdictional and Technical Stakeholder Committees agreed unanimously that protection of the watershed was an overarching priority. The Technical Stakeholder Committee was comprised mainly of those entities that came together in a concerted effort to raise funds to protect Bonanza Flat Conservation Area from development. The Conservation Easement, Baseline Documentation and this BFAMS Plan were informed by the collective input of these stakeholder committees.

Utah Open Lands and Park City utilized the Technical and Jurisdictional Stakeholders Committees to act as both advisors and stakeholders in planning, evaluating and perspective on the protection and management of the land. Executive meetings were held bi-monthly from August 2017 through April 2018. The Technical Committee met on several occasions including 11/17/17, 03/23/18 and 05/22/18. The jurisdictional committee also met on several occasions including 11/17/17, 03/23/18 and 05/24/18. Open houses were held to inform the public of the progress of the topics discussed in these stakeholder meetings, including one held on 04/02/18. Online and onsite survey of users were conducted in tandem with these open houses.



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A fundamental goal of this BFAMS Plan is to provide strategic management input to the Park City Council regarding important management considerations that will sustain the Conservation Values. This plan provides a process by which the City Council can adaptively respond to changing conditions as necessary management decisions are made.

Paramount to the goal of this management plan is the protection, forever, of the land's Conservations Values, and the engagement over time of those who connect with the land to become exemplary stewards.



IV. ADJACENT LANDHOLDERS

ENCUMBRANCES APPURTENANT TO THE PROPERTY

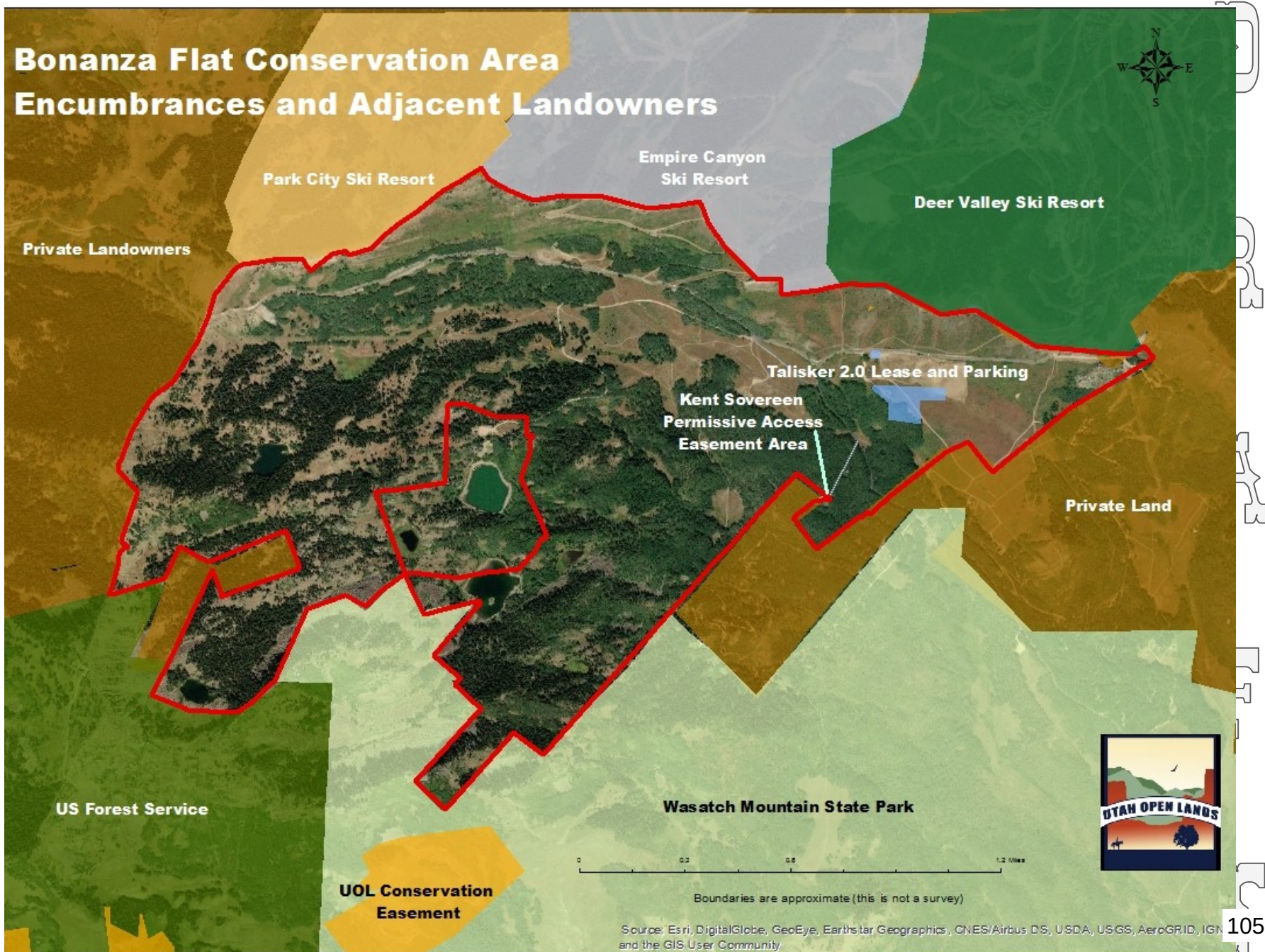
There are a couple of leaseholds within the bounds of the Bonanza Flat Conservation Area. These areas come with their own specific needs, access issues, and regulations.

LEASE HOLDER	
Talisker 2.0 Club Leasehold	Talisker 2.0 has a 99-year lease that encompasses one 6-acre block of land in the eastern part of the Bonanza Flat Conservation Area. Two small cabins (existing) and a yurt (to be constructed) will occupy the space. This contiguous 6-acre space will include space for a sledding hill to be groomed – a wintertime access corridor to this leasehold is not included in the 6-acre parcel, and will be created each fall through non-wetland, minimally impactful corridors.
Kent Sovereign Permissive Access Easement Area	A private access easement, known as the Kent Sovereign Permissive Access Easement Area, exists on the Property, which leads to a private residence.
ADJACENT LANDS	
US Forest Service	The Uinta-Wasatch-Cache National Forest is located south-west of the Property and some portions of their property directly abuts the Bonanza Flat Conservation Area.



ADJACENT LANDS - continued	
Private Landowners	Numerous privately-owned lots are directly adjacent to the Bonanza Flat Conservation Area. Most of them are located to the east and south-east and many fall into property owner associations and are designated as seasonal with limited winter access. Additional private land adjacent to the Property along its western border consists mainly of mining claim ownerships
Utah State Parks	Wasatch Mountains State Park is located to the south of Property and some portions of their property directly abuts the Bonanza Flat Conservation Area.
Salt Lake Public Utilities	Pursuant to Section VI paragraph A of the Bonanza Flat Conservation Area Conservation Easement “Grantor may exercise a one-time subdivision right for the sole purpose of providing Salt Lake Public Utilities and the Girl Scouts of Utah with land for incorporation into the land owned by those entities in conjunction with previous agreements associated with acquiring the Property, and provided that the terms of this Easement shall remain in full force and effect with regard to each subdivided parcel.” A purchase and sale agreement executing the sale of the 55 acres to Salt Lake City Public Utilities provides Salt Lake Public Utilities with ownership and control over 55 acres of land subject to the terms of the conservation easement, but under the ownership of Salt Lake City Public Utilities.
Park City Mountain Resort and Deer Valley Resort Ski Areas	Park City Mountain Resort is owned by Vail Resorts and includes over 3,300 acres of land. Deer Valley Resort is owned by Aterra Mountain Co. and contains over 2000 acres of land. A portion of the Deer Valley Property, known as Empire Canyon, has an existing conservation easement on it.





Bonanza Flat Conservation Area Talisker 2.0 Lease Area and Parking

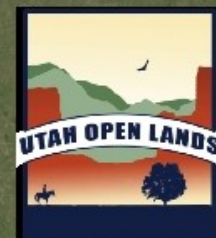
Boundaries Are Approximate - This Is Not A Survey



Talisker
Parking

Talisker 2.0 Lease Area and Parking
Bonanza Flat Conservation Area

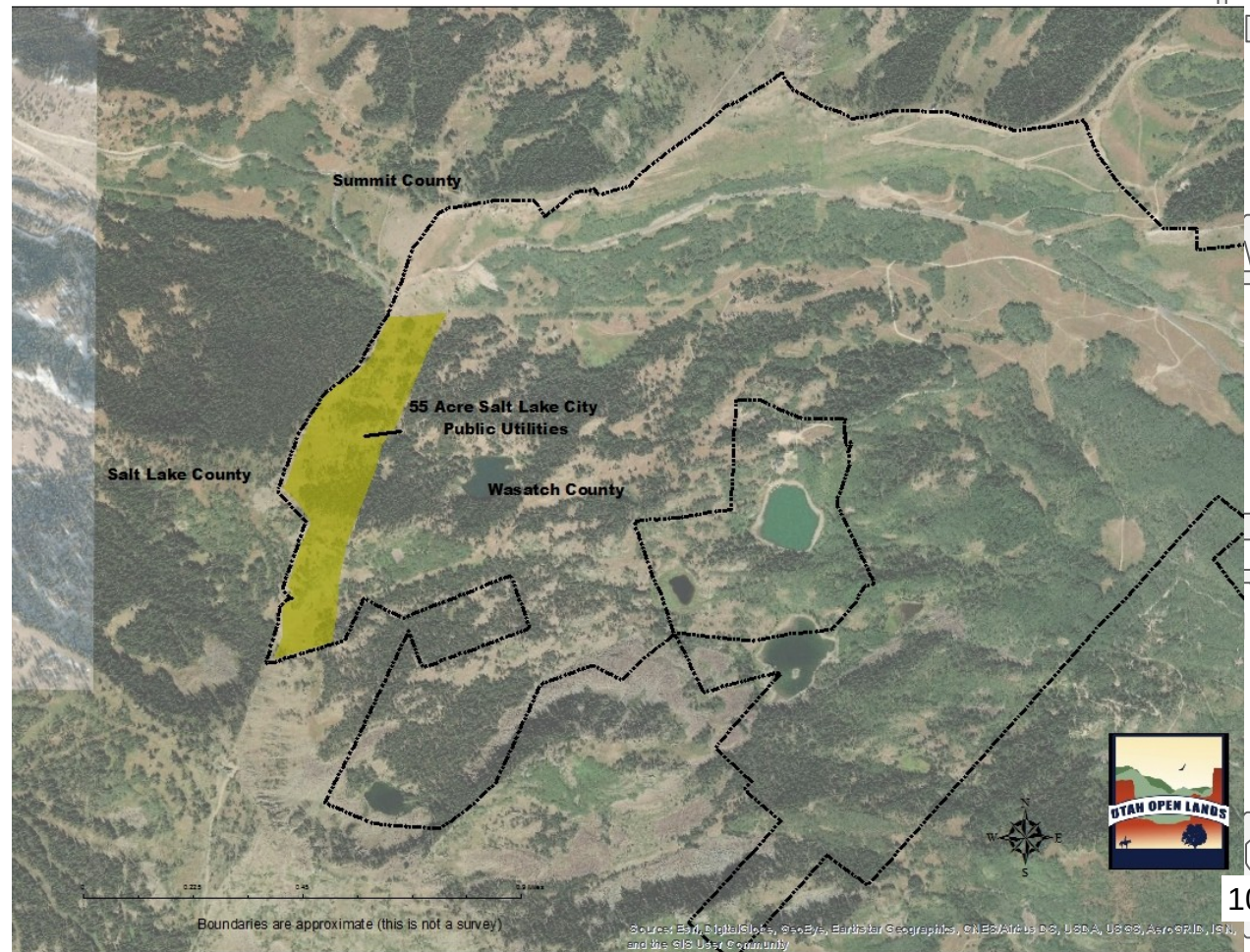
0 0.0150.03 0.06 0.09 0.12 Miles



PCMC

V. 55 ACRE SALT LAKE PUBLIC UTILITIES LAND

Pursuant to the terms of a grant from Salt Lake City's toward the overall purchase of approximately 55 acres of land adjacent to the Salt Lake County line will be granted to Salt Lake City Public Utilities as per the Purchase and Sale Agreement by and between Park City Municipal Corporation the 55 acres will be under the direct ownership of the SLC , but its management will be incorporated into overall Bonanza Flat Conservation Easement requires the land will remain encumbered by the Bonanza Flat Conservation Easement held by UOL. Any amendments to Part Three, Section 2 of the BFAMS Plan shall be approved by Salt Lake City Council, such approval not to be unreasonably withheld. The SLC Property shall at all times be subject to the terms of the Bonanza Flat Conservation Area Conservation Easement and no provision in Part Three, Section 2 of the BFAMS Plan or action of the Salt Lake Public Utilities Director or Salt Lake City Council shall be less restrictive than the Bonanza Flat Conservation Area Conservation Easement.



PART TWO

DOCUMENTATION

BASELINE DOCUMENTATION and RESOURCE INVENTORY SUMMARY

I. BASELINE DOCUMENTATION

The Baseline Documentation provides an accurate representation of the Property at the time the Conservation Easement was placed on Bonanza Flat Conservation Area.

II. RESOURCE INVENTORY

The Bonanza Flat Conservation Area Resource Inventory (the “Resource Inventory”) consists of 7 sections of data collected on the Property from June 29, 2017 through 2019. The Resource Inventory provides information regarding current uses, historic uses, and scientific analysis of the Conservation Values found on Bonanza Flat Conservation Area. Understanding the existing conditions and the effects of the existing conditions is a critical component in determining best practices for adaptive management and tracking the trajectory of the Conservation Values.



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III. CONSERVATION EASEMENT

The Property has been permanently protected with a Conservation Easement. The Conservation Easement defines the Conservation Values and identified permitted and prohibited uses, which ensure the protection of the land and its Conservation Values in perpetuity.

The Conservation Easement is the guiding document in protecting the land and should be utilized to ensure activities on the Property are in compliance.

CONSERVATION VALUES

- Protection of watershed values, drinking water, and water quality pursuant to clearly delineated governmental policies;
- Protection of public recreational and educational values;
- Protection and preservation of relatively natural habitat;
- Protection of scenic, aesthetic, and open space;
- Protection of a historic land area by preserving the public's enjoyment of the unaltered nature of land; and
- Protection of areas that act as buffers to existing areas of protected open space.

CONSERVATION VALUES

Bonanza Flat Conservation Area encompasses tremendous open space values and supports the interests of a broad range of individuals and entities. Watershed values are a substantial value that crosses multiple user groups.

SECTION I – CONSERVATION PURPOSE

The purpose of this Easement is to forever protect and preserve the Conservation Values of the Property by prohibiting any use of the Property that may materially impair or interfere with such protection and preservation (the “Conservation Purpose”). The Parties agree that the Conservation Values are not likely to be materially adversely affected by the continued use of the Property as authorized in Section V to this Easement. Grantor and Grantee intend that this Easement will confine uses of the Property to only those activities that are consistent with the Conservation Purpose.



WATERSHED Conservation Value

Protection of watershed values, drinking water and water quality pursuant to clearly delineated Governmental policies in accordance with 170(h)(4)(A)(iii)

Bonanza Flat Conservation Area is part of the headwaters of the Provo River – Lake Creek watershed, and is part of a system that eventually delivers drinking water to 50% of the greater Salt Lake Valley area residents. The Property has abundant water resources, including wetlands, streams and lakes: Bloods Lake, Lake Lackawaxen, and a portion of Silver Lake Islet. The protection of these features is one lens through which all management decisions will be considered. The critical nature of water resources in Utah further emphasize the importance of ensuring protection of this resource in perpetuity. Separating high-use areas from water features throughout the BFAMS Plan is a best management practice. The property also contains numerous perennial and intermittent streams and nationally inventoried wetlands. The accumulation of snow on Bonanza Flat Conservation Area during the winter is an important value. The snow storage of this land is invaluable in a climate-sensitive reality as it feeds streams that provide for valley grasslands, and flows to drinking water for communities from Midway to Sandy. Snow accumulation has been measured at 9 feet in March of 2018 in the meadow below Lake Brimhall. In 2019, a record snow year nearly doubled this amount. The 2018 measurement was taken during a year of drought as identified by numerous sources, including the National Weather Service.

Water flows from every lake or wetland on Bonanza Flat Conservation Area in channels or across the surface of the ground in features that require sensitivity in future planning of trails and use determinations. In the spring, these features are abundantly full of water that rapidly decreases in flow and some dissipate by late summer. Most of the water accumulates in a channel along the south side of the Property and flows to Midway and Wasatch County. Water quality testing and data that tracks the overall health of the watershed. Utah Open Lands continuously conducts water quality tests on Bloods Lake, Lake Lackawaxen, Brimhall Lake, Silver Lake Islet and Silver Lake. Measurements taken include water condition, water surface conditions, water clarity, water color, water odor, presence of dead fish, dissolved oxygen, turbidity, algal bloom and the presence of arsenic and E. coli bacteria.

PUBLIC RECREATION and EDUCATION Conservation Value

Preservation of land areas for outdoor recreation by the general public 170(h)(4)(A)(i)

Bonanza Flat Conservation Area is located in the heart of the Wasatch, an intersection between three counties. The Property, has for decades, been privately owned. With the acquisition by Park City, the public can now access the Property without trespass, and the management of the land will ensure a better recreational experience by creating sustainable trails and greater functionality for recreation users. The recreation value of this property to the public cannot be overstated. Public recreation was a value highlighted in the bond language that enabled the preservation of this land.

VEGETATION Conservation Value

Protection and preservation of relatively natural habit in accordance with 170(h)(4)(A)(ii)

Bonanza Flat Conservation Area is defined by five main, clearly distinguishable natural communities which include Aspen, Conifer, Mountain Brush, Wet Meadow, and Shrubs, Forbs, and Grasses. Each natural community contains its own unique species diversity.

UNCOMMON RARE PLANTS

Conservation Value

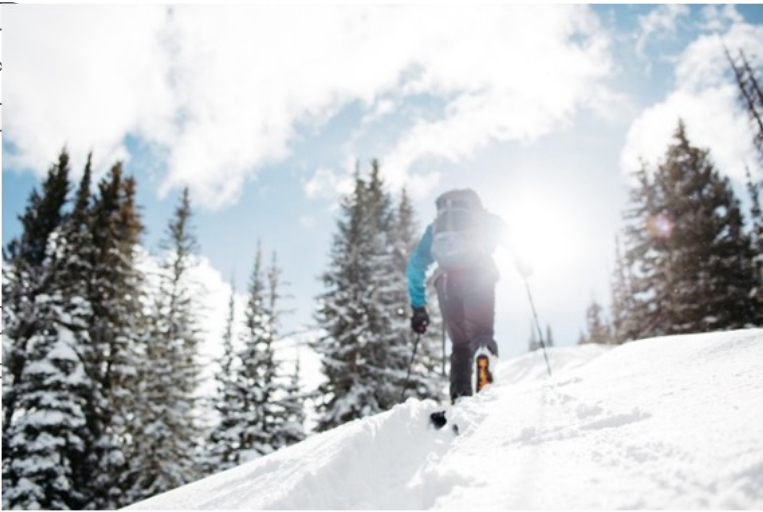
Protection and preservation of relatively natural habit in accordance with 170(h)(4)(A)(ii)

Three uncommon/rare species were noted in our vegetative surveys: clustered lady's slipper (*Cypripedium fasciculatum*), Garrett's fleabane (*Erigeron garrettii*) and Wasatch rockcress (*Boechnera lasiocarpa*). The presence of these plants underscores the unique capacity that Bonanza Flat Conservation Area has to support a biologically diverse community of plants and animals alike. Rare plant species will be taken into account in trail planning considerations to prevent disturbance.



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WILDLIFE Conservation Value

Protection and Preservation of relatively natural habit in accordance with 170(h)(4)(A)(ii)

Bonanza Flat Conservation Area hosts an range of wildlife. As a refuge of undeveloped space in an area of high development, Bonanza Flat Conservation Area provides critical habitat for wildlife reported on the Utah Sensitive Species list and key wildlife game species of Utah. The Utah Natural Heritage Program notes that several species on the Utah Sensitive Species List occur within a two-mile radius of the Property. UOL has documented species susceptible to climate change as well as some considered to be of threatened status on the Property. Trail limitations and regulations within the Headwaters Area and Back Country Wildlife Consideration Area aid in prevention of disturbance of critical wildlife activity.

SCENIC Conservation Value

Protection of scenic, aesthetic and open space in accordance with 170(h)(4)(A)(iii)

Bonanza Flat Conservation Area is a stunning, diverse, and scenically vulnerable piece of property. Bonanza Flat Conservation Area is highly visible from publicly traveled roads. Guardsman Pass, Empire Pass, Wasatch Mountain State Park, US Forest Service, Brighton Ski Area, Deer Valley, and Park City Mountain Resort all have sweeping views of the entirety of Bonanza Flat Conservation Area. These views enhance the visual open space values of Park City, and contribute directly to the thriving Utah recreational community.

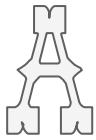


PART THREE

MANAGEMENT, ACTIONS, and OUTCOMES



Management that is thoughtful will bring a higher level of experience for all users from wildlife enthusiasts to mountain bikers, hikers and backcountry users. A community survey created and distributed to over 3500 individuals during a period of six months, from July to December 2017, garnered over 1,450 responses, and the results of the survey were contemplated at a Jurisdictional and Technical Stakeholder Committee level as part of the process that facilitated some determinations of management strategies. The following sections describe areas of opportunity.



In determining the recreational carrying capacity of the Bonanza Flat Conservation Area, on site observation, data collection and trail counters were used. Documenting existing conditions and examining use patterns occurred both in terms of degrees of use and type of use. The objective of this management plan in creating a higher level of management includes providing needed facilities as well as curtailing activities that have a greater impact on the land thus provides the baseline for fundamental recreational carrying capacity framework. An example of this analysis is a prohibition on camping and motorized vehicular use. The impacts from these two activities without adequate facilities or guidelines of use were substantial on the landscape. Additionally the current condition of the landscape provided additional input for appropriate levels of use. There is no net increase in disturbed areas proposed by the conservation easement or subsequently in this plan. The plan actually results in a net decrease of disturbance once restoration activities are completed and invasive species are eradicated.

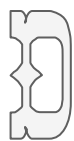


I. TRAILS



Bonanza Flat Conservation Area is inundated with social trails (man-made disturbances) that lack good trail design, intention and function. This jumble of poorly created networks throughout the Property have no concrete rhyme or reason to their planning, creation, or management; trails crisscross, intersect, and start and stop in an inefficient and poorly managed manner.





I. TRAILS - continued

EXISTING CONDITIONS ANALYSIS

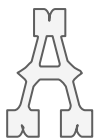
During the summer of 2017 the trails of the Bonanza Flat property were inventoried with GPS programs, and analyzed on foot and bicycle. It was found that the majority of the trails on the property were built in an unsustainable manor. Below is summary of the analysis.



There are three main reasons the trails are unsustainably built:

1. Built on flat ground with a lack of outslope (see exhibit A)
2. Built on the fall line (see exhibit B)
3. Built on ridgelines (see exhibit C)
4. Built at too steep of grade. (see exhibit D)

All of these four points are known mistakes of unsustainable trail building. Due to mainly these four reasons many trails are cupped (or trenched), with erosion leading to the greater exposure of rocks making the trails only passible by foot, and even by foot not safely or comfortably.



The trails East of Bloods Lake were built mainly by the Talisker guides primarily using brush saws. These saws rip up the grasses and other plant life and leave behind a small dirt trail. Additionally, many of the trails were beaten in after heavy use during the summer months by horses, hikers and bikers. Due to the manor by which these trails were built they are very narrow and have removed little vegetation. They could easily be naturally re-vegetated with a couple of seasons of no use.

If these types of trails remained open and saw increased use they would likely become trenched further and shed even less water, therefore remain muddy for long periods of time after precipitation.



The trails west of Bloods Lake, unofficially deemed the ‘west loop’ of the Bloods Lake Trail, Lackawaxen Lake Trail, and 10420 and Clayton’s Peak Trail are all heavily trafficked by residents and visitors of numerous counties. They are not singular trails but rather, a woven network, crossing back and forth amongst each other. This is likely due to the ease of access of these trails from Guardsman Pass. Additionally, these trails were established as “desire paths” or “social trails”, and new trails continue to emerge as shortcuts and paths to new areas and established sites. For the same four reasons mentioned above these trails would be considered unsustainable trails, and will be reclaimed.

After inspection of the trails on the Bonanza Flat property the following are recommended:

- Utilize the sections of trails where the grade, placement in relation to hillsides, and outslope can be easily corrected or are already sustainable.
- Where trails are unsustainable close them by disguising the entrance and exits by placing logs, branches, dirt and vertical incursions, etc.
- Consider that some established trails where a single desire paths exists (like the trail from Bloods lake to Lackawaxen Lake), may likely never be abandoned by users and that new trails in those areas may go unused.



I. TRAILS - continued

Exhibit A

Outslope helps water sheet across and off the trail

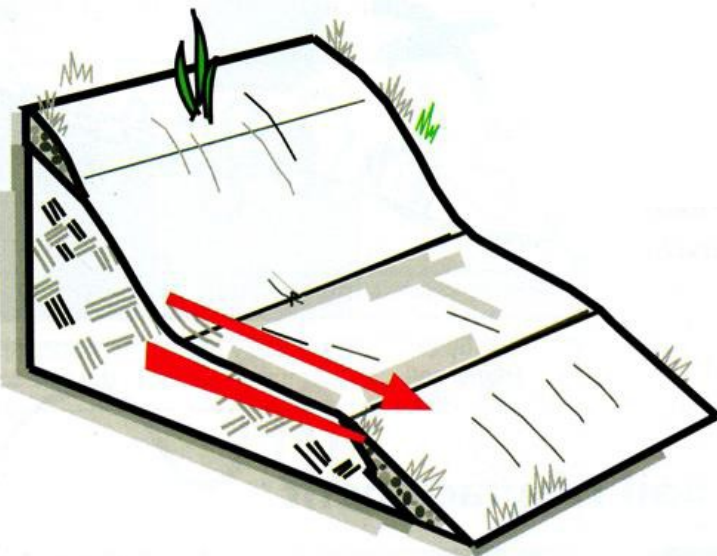
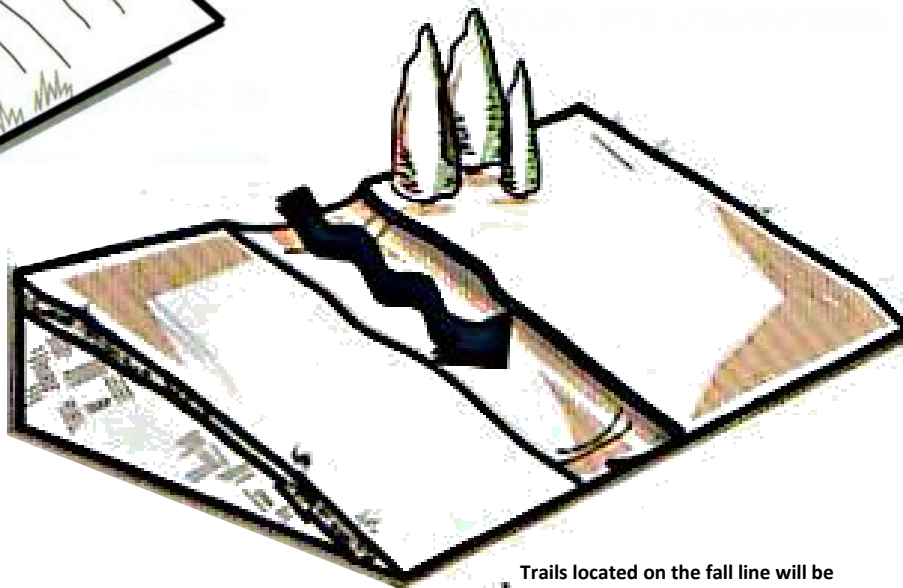


Exhibit B
Fall - Line

Water flowing down a hill will follow the path of least resistance, called the Fall Line



Trails located on the fall line will be damaged by flowing water.



I. TRAILS - continued

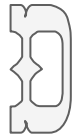


Exhibit D



Exhibit C





I. TRAILS - continued

- Take into account that some established trails may not be suitable for all user groups.
- Remember that limiting ease of access by changing trailhead location may help reduce future social paths from being created.
- Considering potential desire paths when creating new trails.
- Education on trail etiquette will be paramount for residents and visitors alike as new trails are established.



The following trailheads and scenic overlook areas have been constructed on the property to aid in sustainable recreational usage on the Bonanza Flat Conservation Area property. The new Bloods Lake Trail has been constructed with sustainable trail building practices. Each new trailhead area includes pit toilet facilities, waste receptacles, signage, and a parking area. The Guardsman Pass Drop-Off/Scenic Overlook includes a minute parking area, pit toilet facilities, waste receptacles and signage designed to minimize human disturbance. The old Bloods Lake social trail at this location has been closed to recreational use, and further restoration efforts are recommended. The aforementioned parking areas do not exceed a collective total of 175 vehicle spaces.

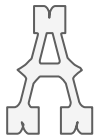
Bloods Lake Trailhead: New trailhead located east of Guardsman Pass, parking area and pit toilet facilities are located north of Guardsman Pass Road in the vicinity of the old quarry pit man-made disturbance.

Bonanza Flat Trailhead: New trailhead, associated parking area and pit toilet facilities are located south of Route 224.– replacing Quincy Shaft man-made disturbance.

Empire Pass Trailhead: New trailhead, parking area and pit toilets facilities are located north of Route 224 near the easternmost edge of the Protected Property - replacing Empire Pass man-made disturbance.

Guardsman Pass Drop-Off/Scenic Overlook: Located south of Guardsman Pass near the west boundary of the property. Small parking area, pit toilet facilities, waste receptacles and signage located in this area - replacing Guardsman Pass man-made disturbance.

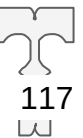
Optional Silver Islet Trailhead: Located north of Pine Canyon Road, south-east of Route 224. Trail construction has not occurred at this site to date. Proposed facilities include parking area, trailhead kiosk with signage, bathroom facilities and garbage cans.



MANAGEMENT STRATEGY

The lack of a functional trail system and the haphazard nature of existing trails not only threatened the other Conservation Values but the recreational experience itself. Trails affect wildlife patterns, nesting birds, calving areas, migration corridors, wetlands, sensitive slopes and vegetation, and current social trails will undermine sustainable human use in the area over time. Working within the bounds of the management areas created, both single and multi-use trails take into account the multiple Conservation Values. Identified issues include closing currently operating social trails, creating informative signage, seasonal wildlife closures, restrictions of types of use, and developing trailhead infrastructure to manage waste and guide appropriate use, and to utilize existing man-made disturbance features to create a sustainable trail system in balance with the other Conservation Values.

The Conservation Easement identifies four management areas that were developed with an understanding of the various Conservation Values, the concentration of those conservation values and an analysis of how certain uses or better management of uses would impact the carrying capacity of the land as a whole. These management areas provide for a refined focus on management.



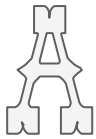


I. TRAILS - continued

The **Headwaters Area** primary considerations include areas within Bonanza Flat where wetland functioning, streams, lakes and other vital water features occur. Protection of water quality relies on sensitivity to these features and on going monitoring including water testing, vegetative cover (biomass), vegetative diversity, invasive species and disturbances. Healthy ecological functioning in the Headwaters Area helps to ensure watershed protection. Social trails and manmade disturbances that cause significant erosion will be reseeded and reclaimed. New trails that avoid sensitive areas while simultaneously allowing for users to appreciate the beauty and wonder of them are the goal. Rare and unique plant species occur in this area. Water quality and wetland feature enhancement may occur on the Property to protect the watershed value or to benefit the wildlife or carbon sequestration. Enhancement of wetlands create opportunities for carbon sequestration as does tree planting.



Dogs are limited to designated trails and precluded from trails into Big Cottonwood Canyon and within 100 yards of Bloods Lake, while it is being used as the source of drinking water for the Girl Scouts of Utah, Camp Cloud Rim. The provision allowing for dogs in the Headwaters Area is dependent upon good stewardship including appropriate removal of waste. Numerous studies demonstrate increased degradation in watershed areas due to the presence of dogs. According to David Stevens, Division Head of Environmental Engineering, and Utah Water Research Lab at Utah State University, "Dogs are shown to provide up to 30% of watershed contamination."

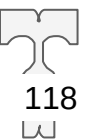


There are a number of potential threats to water quality and the Headwaters Area management strategy employs safeguards to avoid potential degradation. Of the six greatest threats to water quality identified by the EPA, the following three are potential threats on Bonanza Flat. 1) Pharmaceuticals (birth control, antidepressants also causing mutations in local wildlife, from human excretion and irresponsible disposal) 2) Development or manmade disturbances (causing erosion, increased sediment in water 3) Climate change (changing patterns of climate change and runoff to which the environment cannot adapt, causing for example, higher volume of spring runoff thus increasing harmful bacteria in water). Due to the filtering characteristic of wetlands which have the ability to mitigate some of the aforementioned threats the Headwaters Area includes portions of Bonanza Flat that demonstrate high wetland value.



Of note, as climate change shifts weather patterns and the upper reaches of the Wasatch Range including Bonanza Flat, the area will experience greater precipitation, and as a result, higher levels of contaminants can occur. This demonstrates a need for greater care and protection of watersheds, rather than a reduction in protection.

Trail related structures—The Conservation Easement provides for trail related structures. Interpretive trails, wildlife blinds, bat and bird boxes, benches, and boardwalks are considered examples of appropriate trail related structures in watershed areas. Significant restoration activities around Bloods Lake and the Guardsman Pass area are recommended in this plan to lessen impacts from erosion and the potential for pathogens. Water quality testing will remain an essential protocol to measure impacts and successes. A reroute of the Bloods Lake Trail is a fundamental restoration activity which balances recreational use.



The **Back Country Area** primary considerations include providing a wilderness like, or backcountry experience for users. Multiple use trails and single track trails provide for a diversity of recreational users. Emphasis is placed on loops as well as destination trails. Directional trails and separating recreational types in certain areas provides for an enhanced recreational experience. Dogs are permitted on designated trails in the backcountry area and **leash or off leash areas** that are consistent with existing policies and laws are possible. Trails are designed to provide different



I. TRAILS - continued

levels of user ability and foster a diversity of access points to disperse use. A Back Country Wildlife Consideration Area is located on the south-east region of the Back Country Management Area. Regulations in this area take into account sensitive wildlife activity and implement preventative measures which minimize habitat disturbance.



To the extent possible, existing disturbed areas are used for the overall trail system. There is an additional focus on sensible regional connections. Better developed trails in general will greatly reduce rogue trails, however rogue trails and other disturbances will be restored primarily through passive methods which include but are not limited to: signage, fencing, natural obstacles.

The conservation easement provides for interpretive trails, benches, boardwalks, mountain biking, hiking and backcountry use including appropriate trail related facilities. It is not anticipated that road base/gravel would be used on trails in the back country. Attention is paid to areas where backcountry trails exist or are planned through areas where invasive species control will be critical. The weed map and analysis as well as protocols identified in the action plan serve to stem the spreading of invasive species in the area.



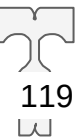
The **Front Country Area** designation and considerations center around the proximity of development. This area contains the greatest amount of manmade disturbances, but it also provides for central access points to the entire property. The Front Country contains critical viewsapes and the restoration of manmade disturbances and the creation of trails should minimize scenic impacts.

The Front Country Area provides opportunities for ADA compliant trails. Interpretive trail loops should promote a focus on diverse abilities through sensory, tactile and experiential trail design. Width and trail surface materials should accommodate varied abilities of intended user groups. Surface materials could conflict with scenic values necessitating additional visual vulnerability analysis in trail design concepts.



Regional trail connections converge in this area and multiple use principles will be employed for most trails. A total of three trailheads provide trail access in this area as well as providing access to all other areas. Signage will be critical for education to ensure that parameters specific to each management area are respected.

A Back Country Wildlife Consideration Area is located on the southeast region of the Back Country Management Area. Regulations in this area take into account sensitive wildlife activity and implement preventative measures which minimize habitat disturbance.



The **Camp Cloud Rim Protection Area** designation and considerations center around protection of the existing Camp Cloud Rim which is owned and operated by the Girl Scouts of Utah, from disturbance by the general public as they recreate on the Bonanza Flat Conservation Area.

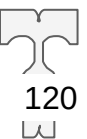
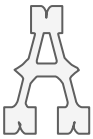


I. TRAILS - continued

IMPLEMENTATION

Park City as landowner may use bridging, boardwalks, culverts, separated street crossings, rolling dips, water bars, gates or other trail-related structures or improvements in accordance with this management plan. All trails that are rerouted, relocated, constructed and maintained, must be in accordance with this BFAMS Plan. Certain principles should guide trail construction and maintenance in the creation of trails. Employing International Mountain Biking Association best practices regarding trail development, and attention to storm water and erosion prevention, is considered important in trail building associated with Bonanza Flat.

- Trails should be developed in a manner that avoid degrading the natural environment or the experience of being in a wild setting.
- Natural ecosystems should be protected, restored and well managed as a part of trail construction and maintenance.
- The physical condition of the trails will meet the following goals:
 - Sustainability – Trail design should consider longtime horizons and lessen maintenance needs. Sustainable design, employs modern design as best practices.
 - Safety – Designing single use versus multi-use trails as well as directional trail elements will aid safety and augment recreation experiences. Informational signage as well as standard trail etiquette information should be located at trailheads and on the land where appropriate. Backcountry safety and awareness should include “Beacon: Are you beeping?” signage.
 - Connectivity – Regional trail connections and destination trails that incorporate key areas of interest in the overall system will guard against social trail and ad hoc trail creation.
- Trail design should provide users with a positive experience that encourages the user to want to protect and become a steward of that trail and area.
- Any construction of bridges, stairs, culverts or other features involved in trail building should be done following the same guidelines that define trail construction.
- Utilize the Utah Open Lands Trail, Interpretive Site, Trailhead and Related Improvements Checklist.
- It is anticipated that changes to the proposed trailheads and trails will continue to comply with applicable laws specifically current Wasatch County Code Section 16.38 appendix 3 provides county parameters for trail development.
- Limited trail use in the Headwaters Area and closure of trails during specific dates in the Back Country Wildlife Consideration Area, will take into account calving, nesting, roosting and mating seasons while promoting wildlife movement in high value Aspen habitat forest areas.
- Trail work will begin following July 1, with high precaution taken for nesting sites.
- Specific trail regulations and closure in Headwaters Area and Back Country Wildlife Consideration Area will be monitored to further evaluate sensitive wildlife activity.



I. TRAILS - continued

DESIRED OUTCOME

Aspen health, sensitive wetlands, water resources, and general Conservation Values are considered when developing trails. As a generally acceptable procedure, review of trails should include both mapping and flagging. On site review by resource experts, Grantor and Grantee, will provide potential minor adjustments, or determine if environmental or user sensitivities need to be created. Evaluating and combining management strategies that incorporate a fire break, or emergency vehicle access, as part of a repurposed two-track disturbance which can also be used as a Nordic trail in considered advantageous. Creating fire-resistance by aiding aspen forest recruitment and regeneration maintaining a mid-sectional forest state allows for additional adaptability. The recent creation of the trail to Bloods Lake provided an opportunity to employ these principles. While creating the trail, the crew found a nesting bird, and rerouted the trail in order to avoid disturbance to the nest. Even though the trail work was scheduled to avoid fledgling season, Mountain Trails Foundation was sensitive to the other Conservation Values and adjusted accordingly.

TRAILS and RECREATIONAL ACCESS ACTION PLAN

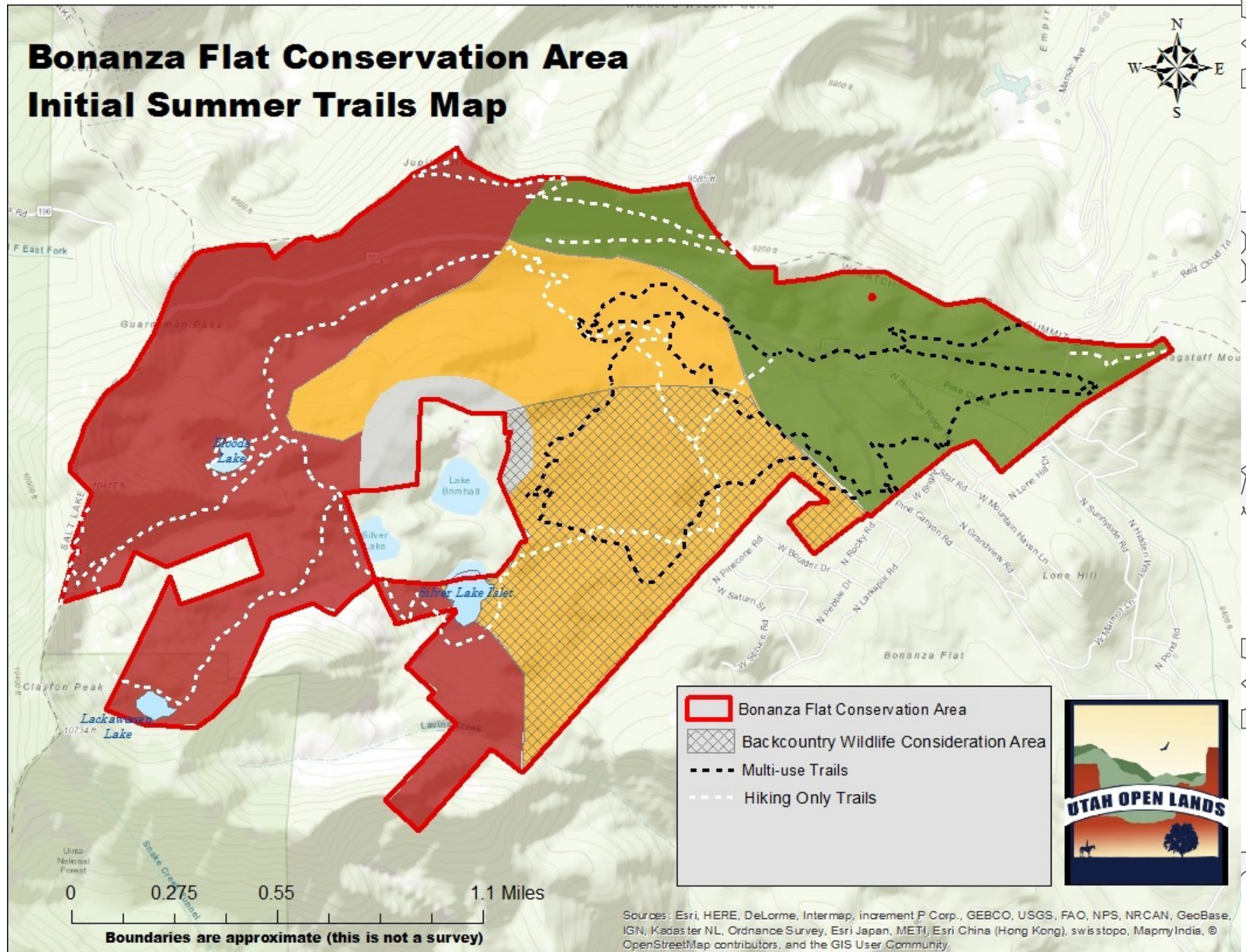
Goal: Trails and Recreational Access			
Action	Considerations	Roles	Timing
Trailhead development in line with 2018-2020 GOOR Grant.	Appropriate facilities and access where stated and necessary.	UOL will monitor sites to ensure appropriate facilities.	Completed by 2020
Public will be educated about appropriate use of the trails and recreation sites.	In order to maintain recreation experience, users must be educated on appropriate usage.	Signs and postings will educate users about appropriate use, jointly developed by UOL and PCMC. UOL's Conservation Ambassador Program and trail ambassadors from MTF aid in education through online, onsite presence.	Ongoing

TRAILS and RECREATIONAL ACCESS ACTION PLAN - continued

Goal: Trails and Recreational Access			
Action	Considerations	Roles	Timing
Monitor rehabilitation areas that are subject to overuse.	Areas of consistent overuse are in danger of damage and must be monitored.	UOL stewards will monitor the site. Appropriate action will be taken if certain sites are prone to overuse.	Ongoing
Placement of Trail Centers and Trailhead” surveys to calculate and gather empirical data.	User types / degree of use / adequacy of facilities / recreational design.	UOL will work closely with the landowner Park City to survey users and their recreational experiences on the Property. Online and onsite methods as well as the placement of trail counters will provide ongoing data points for analysis	Ongoing
Create interpretational signs	Employing signage / apps.	Work with Park City to create and post interpretive signage along selected trails. Kiosks to be educational and inform stewardship principles (Leave no Trace dog waste, etc)	Ongoing
Encourage unique user opportunities. Utilize Front Country for varied experiences.	ADA accessible trails. Sensory guided tours, tactile, age oriented, etc.	Work with Park City to design and implement accessible trails as appropriate.	Ongoing



Bonanza Flat Conservation Area Initial Summer Trails Map





I.A. MOUNTAIN BIKING

MANAGEMENT STRATEGY

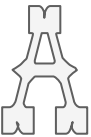
Mountain biking use on the Property manifests mainly as connection trails from one area to another, however opportunities exist to create and augment mountain biking experiences that exist solely within the Property.

IMPLEMENTATION

- Creation of directionally designated, multi-use or single use trails will separate mountain biking from other uses in appropriate areas in order to minimize conflict between user groups.
- Install signage at access points that inform users of protocols, risk and warnings when riding trails.
- Trailhead signage that delineates trails, directions, and boundaries.
- Create directional trails – flag trails outlined in Summer Trail Map page 29.
- Seasonal, wildlife trail closure considered October 1 through July 1.

DESIRED OUTCOME

- Sustainable design and creation of trails. Accessible parking with mountain biking trailheads in mind.
- Minimal conflicts with other user groups.
- Shuttle facilitation for high use areas with no parking.



I.B. HIKING

MANAGEMENT STRATEGY

Hiking is the most popular form of recreation on the Property. While hiking is generally a non-invasive activity as an individual pursuit, high-use has resulted in trail erosion and rogue trails. Social trail widening should be discouraged. Designation of official trailheads and Trail designations defining user type will continue to improve the sustainability of recreational use on the Property.

IMPLEMENTATION

- Trails should be planned with a cross-jurisdictional mindset that disincentivizes creation of social trails.
- Monitor popular destinations and old social trails in order to mitigate new damage and to enforce restoration.
- Pit toilet facilities, waste receptacles, parking and signage provided at trailheads.
- Educate users of trails by providing signage at trailheads that include trail maps on the sign.
- Provide educational signage indicating official trail locations, trail maps, and impact of human disturbances on habitat and wildlife.



I.B. HIKING - continued

DESIRED OUTCOME

- Monitor trail use, and maintain trails in a way that limits erosion.
- Monitor along trails for invasive species, mitigate as necessary.
- Minimization of disturbance to watershed, wildlife and natural habitat.
- An enjoyable, accessible trail system that provides for the diverse user base.
- Land health improved with elimination and restoration of social trails and introduction of intentionally designed hiking trails.
- Minimize habitat disturbance on Property .



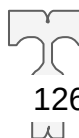
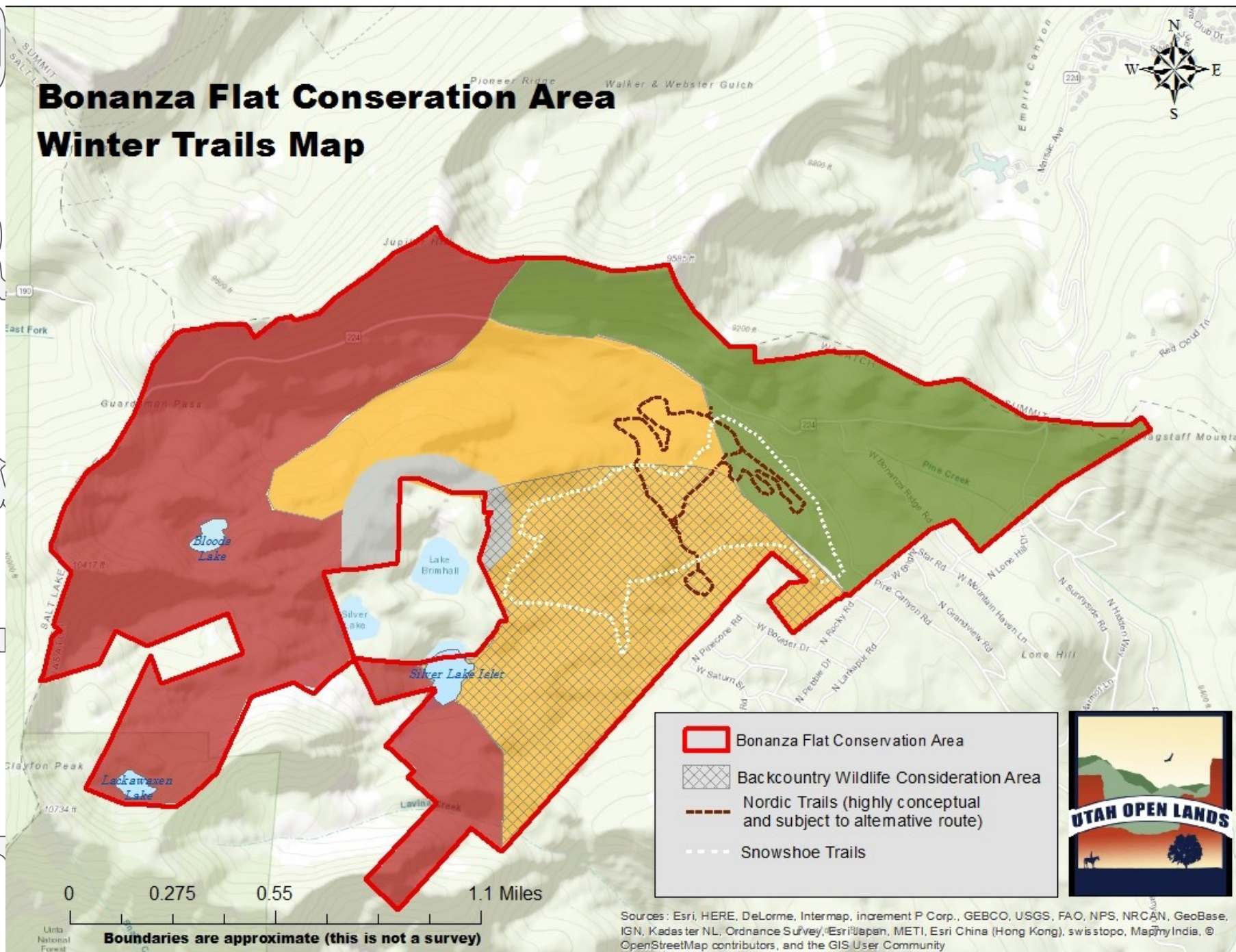
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	CONSERVATION VALUES									
	Wildlife, Watershed Natural Area		Scenic Quality	Recreation and Education						
	Ecology/Wildlife	Water Quality	Scenic Quality	Snowmobiling	Nordic Skiing	Snowshoeing	Hiking	Backcountry Skiing	Mountain Biking	
Dogs	X	X								
Camping	X	X								
Disturbed Areas	X	X	X							
Roads	X	X	X							
Poorly designed trails	X	X	X							
Structures	X		X							
Invasive species	X	X	X							
Two Track	X	X	X							
Snowmobiling	X	X	X		X	X		X		
Nordic Skiing	X	X		X						
Snowshoeing	X	X		X						
Hiking	X	X		X					X	
Backcountry skiing	X	X		X			X			
Mountain Biking	X	X					X			

Conservation Value and Use Conflicts

Balancing multiple conservation values requires constant monitoring of baseline conditions, restoration success and behavioral changes. Conflicts are unavoidable. Management decisions should trend toward decreasing cumulative impacts, reducing user group and user/wildlife interface and restrictions when education fails.

Bonanza Flat Conservation Area Winter Trails Map



I.C. BACKCOUNTRY SKIING and SNOWSHOEING

MANAGEMENT STRATEGY

Bonanza Flat Conservation Area is an access point for backcountry skiing. Surrounding resorts have designated back country gates which inform users of risks associated with avalanche danger outside of formal ski area boundaries. The main concern with these recreational uses is the lack of available waste facilities, the potential impact on the watershed and of human disturbance of avian nesting and fledging, and bat roosts.

IMPLEMENTATION

- Install signage that informs users of risks and warnings when in the backcountry.
- Ensure access to wintertime waste facilities.
- Nordic skiing is limited to designated trails.
- Education and outreach of proper backcountry practice, pack it in pack it out strategies.
- Installation of educational signage informing trail users of actions which are disturbances of wildlife activity.
- Trail closure and limited allowances as deemed necessary by wildlife activity.

DESIRED OUTCOME

- Informed public aware of inherent risks associated with backcountry use.
- Accessible backcountry area that is consistent with the Conservation Values of the Property.

I.D. NORDIC SKIING

MANAGEMENT STRATEGY

A passive, human powered use, Nordic skiing encounters minimal conflict with Conservation Values on Bonanza Flat Conservation Area. Nordic skiing offers an alternative to backcountry skiing or snowshoeing as a way of exploring and enjoying the Property. Main concerns associated with this use are a lack of waste facilities, the impact on watershed values and motorized use associated with grooming the Nordic track.





I.D. NORDIC SKIING - continued

IMPLEMENTATION

- Designated areas for Nordic skiing; with a groomed track primarily located on two-track existing disturbances.
- Access to restroom and waste facilities.
- Ski trails designed in a way that minimize conflict with other user groups.
- Signage posted at trailheads delineating Nordic ski areas.
- Any Nordic ski trails on the Property should avoid jurisdictional wetlands.
- Educational signage concerning impact of recreational disturbances on wildlife.

DESIRED OUTCOME

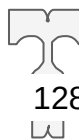
- Minimize impact to watershed, wildlife and natural habitat.
- An enjoyable, accessible Nordic trail system that provides for a wide user base.

I.E. BACKCOUNTRY RISKS

SEARCH AND RESCUE

The best search and rescue is one that never has to happen because individuals are prepared. Signage warning those venturing into the back country are the first line of education. Often search and rescue gets called when an individual gets in over their head, or is not prepared for the change in conditions that can occur quickly in mountain terrain. A 2019 Park Record article which reported on the avalanche season near the Bonanza Flat Conservation Area cited Kam Kohler of Wasatch County Search and Rescue who responded to only one incident of search and rescue for a snowmobiler on Bonanza Flat.

“There’s a lot of terrain up in that basin ... that is steep enough to trigger an avalanche that could kill you,” said Kam Kohler, the commander of the Search and Rescue unit in Wasatch County. He called Bonanza Flat a “high hazard zone” for avalanches, describing there are “dozens and dozens of spots up there that could trigger an avalanche.” Kohler urged people not to head into Bonanza Flat alone. It could take between 30 minutes and 40 minutes for a Search and Rescue unit to reach someone in Bonanza Flat, he estimated. ~February 24, 2019 Jay Hamburger, Park Record





I.E. BACKCOUNTRY RISKS - continued

Management for back country use on Bonanza necessitates providing access for possible search and rescue situations. Existing two track disturbances that provide critical, easy access far into the back country will be maintained minimally to aid in search and rescue operations should the need arise. The conservation easement prohibits motorized vehicular use providing an exception for emergency vehicles.

IMPLEMENTATION

- Promote knowledgeable use of property with signage denoting backcountry dangers.
- Create safety corridor for snowmobile travel away from avalanche-prone areas.
- No active avalanche management i.e. bombing on the Property.
- Trail design which allows for sustainable and safe equestrian use.
- Make backcountry skiers aware of critical roosting and nesting times.

DESIRED OUTCOME

- Backcountry hazard mitigated by promoting knowledgeable backcountry risk.
- Minimize disturbances to wildlife, vegetation, and watershed values.



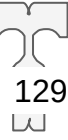
1.F. EQUESTRIAN USE

MANAGEMENT STRATEGY

Horseback riding has occurred, on a limited basis, on the Property. Most equestrian use emanates from the Wasatch Mountain State Park area and adjacent private properties. Currently, this use is low enough to not cause dramatic conflicts, however, trail design taking into account equestrian use would be a valuable component of any trail planning.

IMPLEMENTATION

- Signage representing that all users yield to horses.
- Signage and outreach to horse clubs and boarding facilities will aid in management.
- To minimize the spread of invasive species some trails may be closed as needed to horse use to help address invasive weed concerns in ecologically sensitive areas.
- Adaptive management options for equestrian access to minimize weed spread could include requiring equestrians to utilize weed-free hay.



1.F. EQUESTRIAN USE - continued

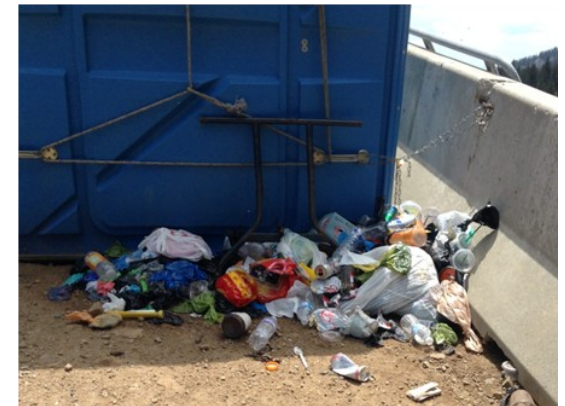
DESIRED OUTCOME

- Minimal conflict between equestrian users and other user groups.
- No spread of invasive species on property as a result of equestrian use.
- Signage posted delineating invasive weed mitigation management strategy and equestrian best-management practices.

II. ACCESS AND TRAILHEAD USE DETERMINATION



Vehicular access occurs at three main junctures; Guardsman Pass Road (Highway 190) from Big Cottonwood Canyon, Highway 224 from Park City and Pine Canyon Rd. from Midway, connecting with 224 and Guardsman Pass Road. In 2011, Wasatch County paved the dirt road known as Guardsman Pass from Pine Canyon Road over to Big Cottonwood Canyon Road.



As substantiated by UDOT data, vehicular use on this road increased dramatically once the road was paved. The increased ease of access, has also increased visitors to the area. Parking on the saddle straddling Wasatch and Salt Lake County line has never been ideal or safe. Parking along the road within the Guardsman Pass Area has historically caused unsafe conditions. In 2017, on Labor Day weekend, cars were parked within the roadway, impeding emergency vehicular access to the area. Through a combination of onsite observations, discussions with stakeholder groups, elected officials, other non-profit organizations, a public survey, and emergency officials, it has determined that the parking occurring at Guardsman Pass is indefensible from a health, welfare and safety perspective and is not sustainable for long term recreational use.

In the summer of 2018, porta-potties were installed at Guardsman and were emptied every other day. Those recreating in the area left dog waste and trash along the social trail and in the vicinity of Bloods Lake. There were no trash receptacles available at Guardsman Pass and instead of packing trash and dog waste out, recreational users piled garbage approximately three feet high and two feet wide before it was removed. This practice continued throughout the summer with no less than four trash piles having to be removed by various groups.

In 2019 pit toilet facilities, parking areas, trailhead/view area signage and waste receptacles have been constructed at 4 locations along Guardsman Pass. These facilities are predicted to improve sustainable recreational use and promote 'Leave No Trace' principles on the Property.



II.A. TRAILHEADS

MANAGEMENT STRATEGY

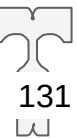
Three new trailheads and one scenic overlook have been constructed on the property, and one optional trailhead area is proposed. These management actions promote sustainable recreational usage of Bonanza Flat Conservation Area. The maximum capacity of 175 day-use vehicle spaces are defined by the Conservation Easement to accommodate anticipated use without exceeding the threshold carrying capacity for the area. These trailheads are designed to utilize the existing disturbed areas and minimize further disturbance while transitioning access points to sustainable locations. With the exception of the shuttle drop-off / scenic overlook, these trailheads are within the Front Country Management Area. During the 2017 and 2018 monitoring seasons trail counts, vehicle counts, on site surveys and agency data provided the baseline of the needs assessment for trails. On any given day the area experienced between 200-250 individual visitors. On weekends and holidays the individual counts jumped to as many as 350 individuals. Trash piles and porto-potty use on Guardsman pass alone during the 2017 and 2018 monitoring seasons provided substantial evidence that the creation of waste facilities and trailheads will actually decrease impacts on the land. In determining the recreational carrying capacity of the property a critical part of the analysis was the recognition that human waste, dog waste, and litter which has for years been deposited on the property. Impacts from this former practice will be dramatically reduced with the new trailhead/restroom facilities which are developed on the property.



IMPLEMENTATION

Identified issues include management, enforcement, and education.

- Guardsman Pass has transitioned from an informal parking area to a scenic overlook and shuttle drop-off area.
- Recreational Grant Opportunities: As of 2018, UOL with the assistance of Park City submitted a Utah Governor's Office of Outdoor Recreation grant and received \$150,000 providing a portion of the funding for 3 trailheads as part of the area's sustainable, well-thought-out parking areas and trailheads.
- Three new trailheads and one drop-off/scenic overlook have been constructed on previous man-made disturbance areas including:
 - Guardsman Pass Scenic Overlook/View Area, Bloods Lake Trailhead, Bonanza Flat Trailhead and Empire Pass Trailhead
 - Empire Pass Trailhead, Bonanza Flat Trailhead, Bloods Lake Trailhead and Guardsman Pass Drop-Off/Scenic Overlook. An Optional Trailhead is proposed along Pine Canyon Drive
- Enforcement of parking restrictions, especially along roadways.
- Coordinated efforts will be the most functional way of dealing with a range of issues from curtailing on-street parking to camping, campfires and motorized vehicle use, etc.
- All trailhead locations have been determined in conjunction with established, anticipated and desired use and access goals and standards.



II.A. TRAILHEADS - continued

- Building exteriors of the vault style restroom facilities are brick and HardiePlank lap siding, with no stucco.
- To ensure clear view is met as vehicles pull onto Guardsman Pass Road from the Empire Pass Trailhead, pit toilets are set back from the right of way per code.

DESIRED OUTCOME

- Long-term, manageable trailheads and parking.
- Waste management

Bonanza Flat Trailhead

- Primary Front Country Area trailhead with connections to the WOW Trail in Wasatch Mountain State Park and the Mid-Mountain Trail are facilitated from this trailhead.

Bloods Lake Trailhead

- The Bloods Lake Trailhead provides for multi-purpose use and is the parking area to access the new Bloods Lake Trail and beyond as well as mountain biking trail connections in the Back Country Area.

Empire Pass Trailhead

- Occurs only partially on Bonanza Flat and provides close parking access to the Front Country Area.

Guardsman Pass Scenic Overlook and Shuttle Drop-off

- Provides restrooms for hikers and bikers as well as auto tourism.
- A popular mountain biking trail the Wasatch Crest Trail crossing numerous jurisdictions between Big Cottonwood Canyon and Mill Creek and often mountain bikers utilize shuttle companies to experience this trail.

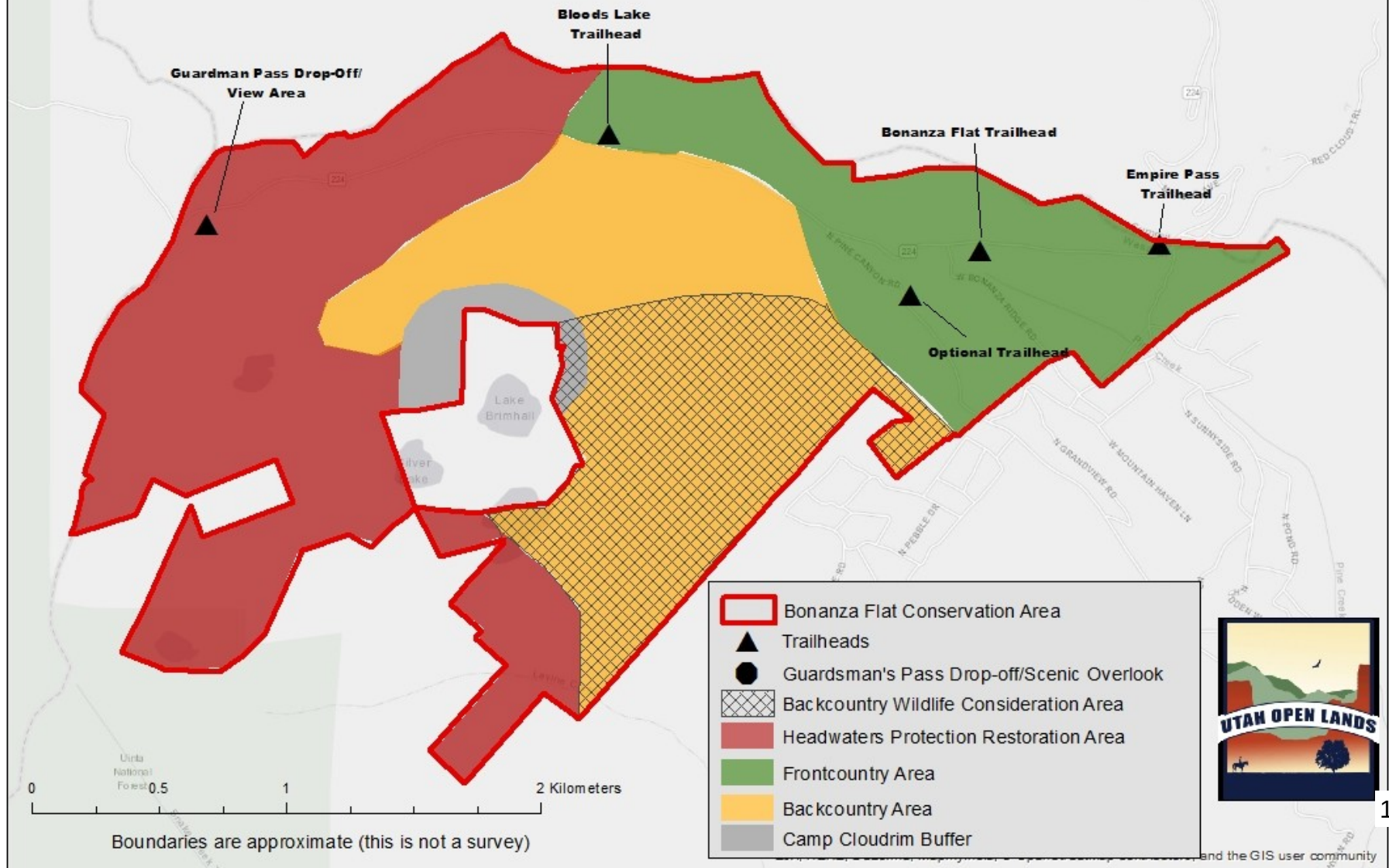
Optional Trailhead

- Optional trailhead, which could alleviate parking on the road due to overflow of Wasatch Mountain State Park WOW Trailhead or provide additional Front Country trail access and trail connection.

A well-defined system for parking that manages crowds, keeps vehicular impact low, and makes use of space in a more thoughtful and efficient way.



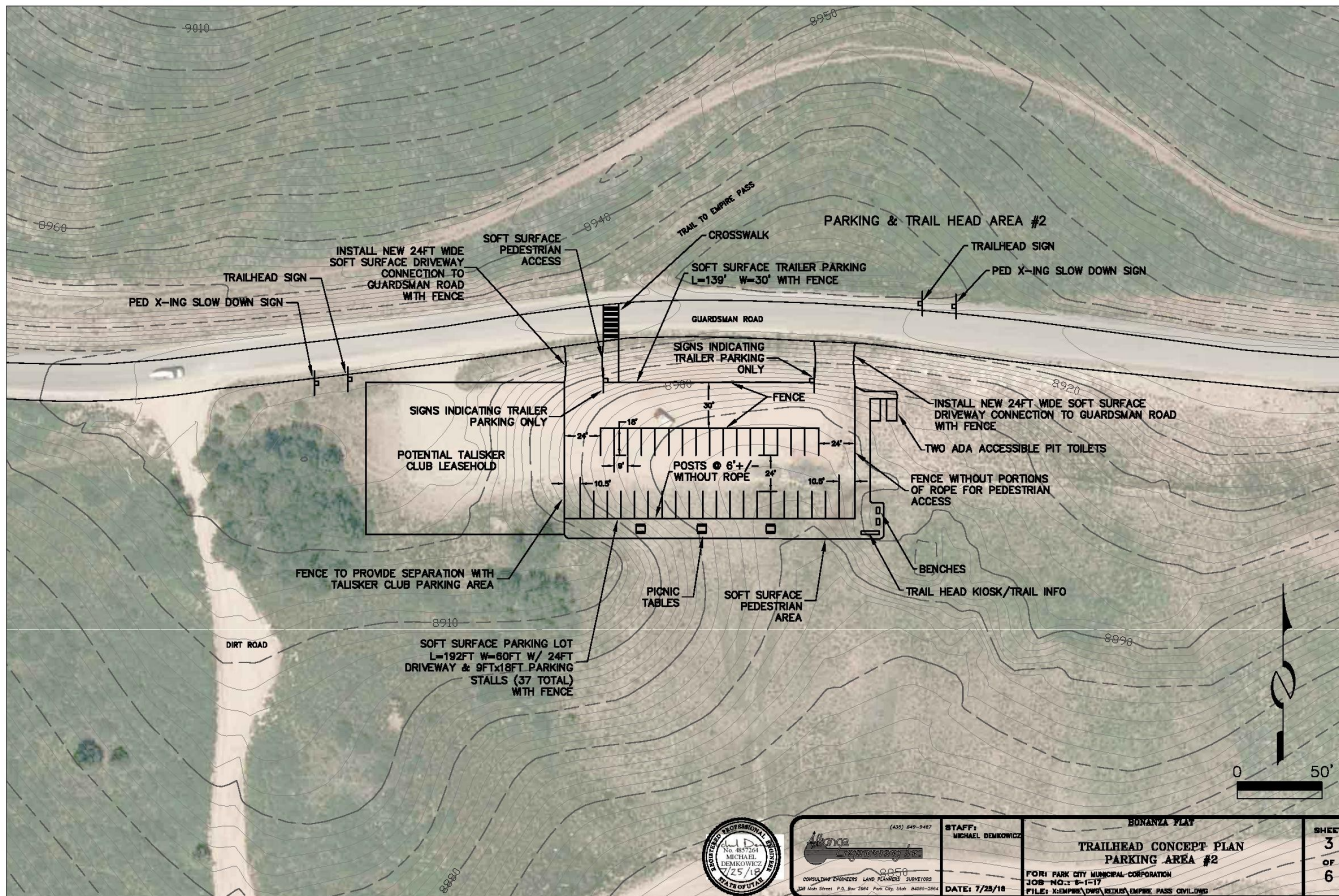
Bonanza Flat Conservation Area Trailhead and Scenic Overlook Map



II.A. TRAILHEADS - continued

BONANZA FLAT TRAILHEAD

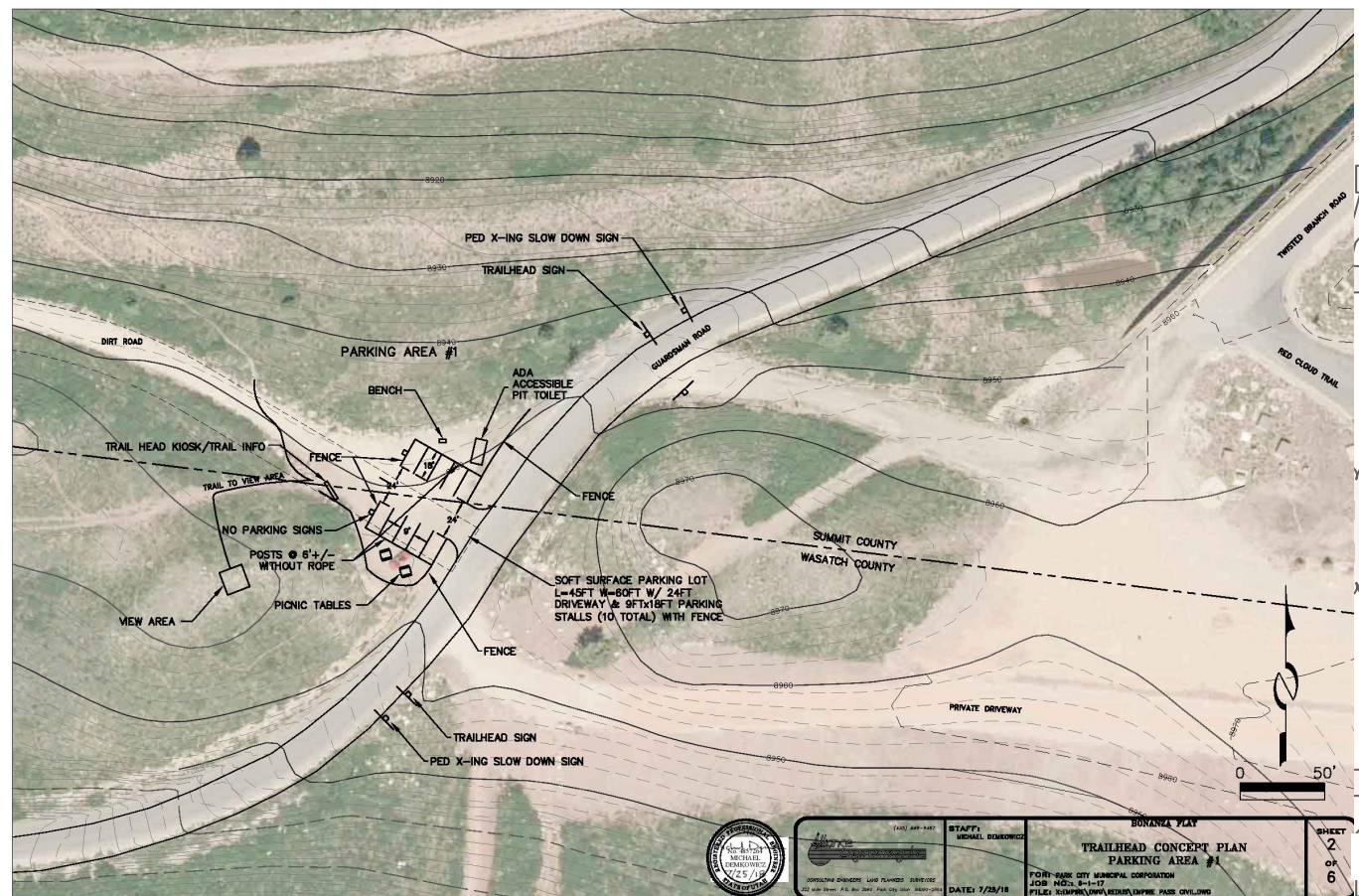
The Bonanza Flat Trailhead is located in the eastern portion of the Bonanza Flat Conservation Area south of Route 224. It is located on the former Quincy Shaft which is now closed and covered with a thick layer of fill and disturbed vegetation. This trailhead also has the ability to accommodate equestrian use by providing trailer parking. This is also a scenic over-look area providing views of the Heber Valley.



II.A. TRAILHEADS - continued

EMPIRE PASS TRAILHEAD

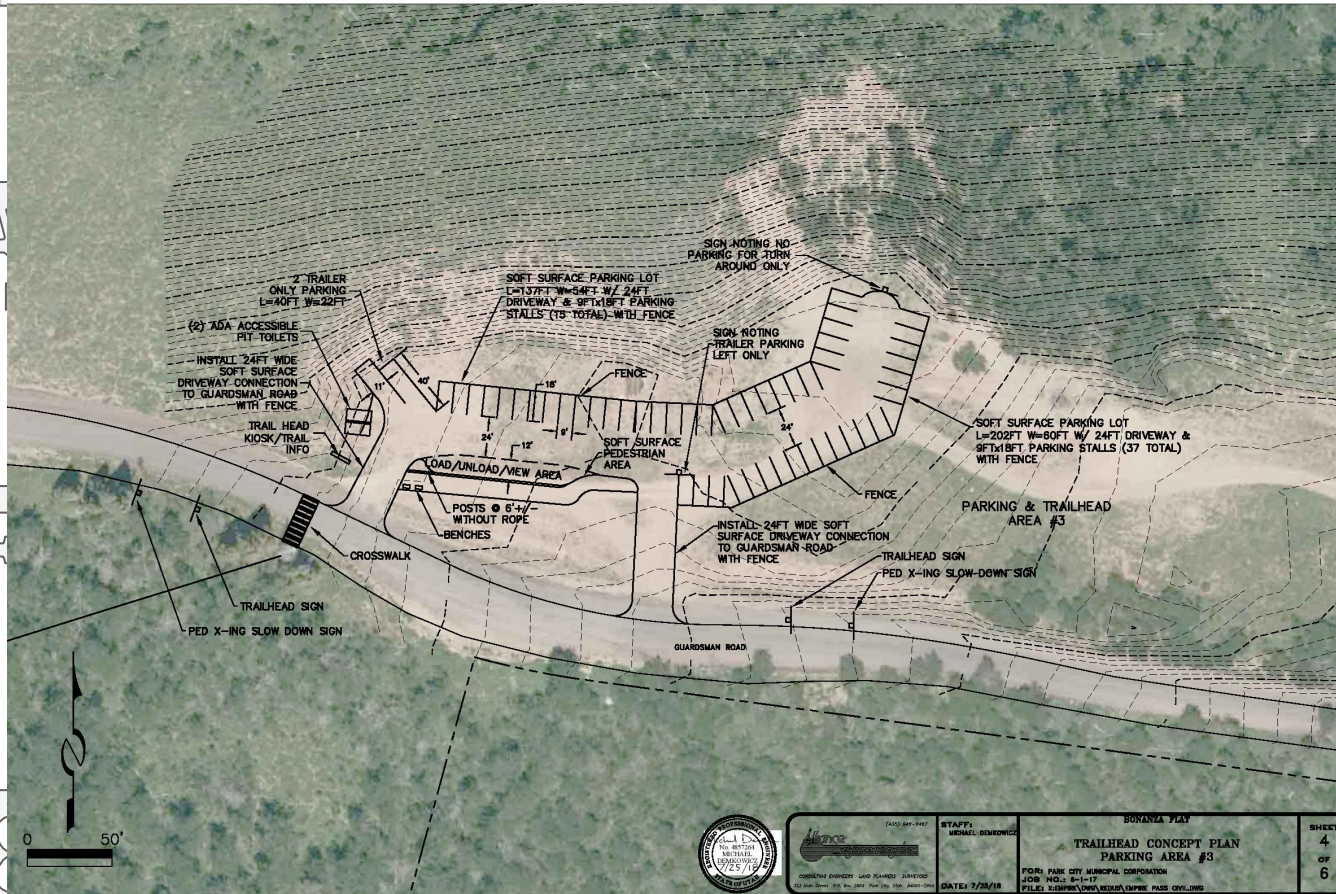
This trailhead provides regional trail access. Possible connections include the Wasatch Crest Trail, 9,000 Foot Trail and Shadow Lake. Since only half of this trailhead is on the Bonanza Flat Conservation Area there are only few parking spaces.



II.A. TRAILHEADS - continued

BLOODS LAKE TRAILHEAD

The Bloods Lake Trailhead is located in the northern-central portion of the property immediately north of Guardsman Pass Road. Historically this former quarry area has been peppered with campfire rings. This trailhead has spectacular views of the Property and the Heber Valley as well as the Bonanza Range and ridgeline. This trailhead has the greatest amount of parking in part because of its location as well as it having the largest previous area of disturbance. This trailhead provides the pivotal access for the redesigned Bloods Lake Trail as well as regional trail access.



II.A. TRAILHEADS - continued

OPTIONAL SILVER ISLET TRAILHEAD

This potential trailhead is located north of Pine Canyon Road near the Kent Sovereign Permissive Access Easement Area to the south of Pine Canyon Road. A fundamental goal of this trailhead is to prepare for future recreational and parking needs, associated with the Silver Lake Islet inclusion, recognizing that adjacent Wasatch Mountain State Park lands are seeing an increased use that is already out stripping the existing Park infrastructure.



II.A. TRAILHEADS - continued

GUARDSMAN SHUTTLE DROP OFF

The Guardsman Pass Drop-Off/Scenic Overlook is located at the top of Big Cottonwood Canyon along the Wasatch/Salt Lake County Line. It has been traditionally used for parking and access to the Wasatch Crest Trail, Scott's trail, Bloods Lake and Clayton's Peak. Safety issues necessitate that this area no longer serve as a significant parking area. By creating a trailhead at the Bloods Lake area and making a new trail to Blood's Lake, the need for the parking area at Guardsman Pass is eliminated. The former Bloods Lake Trail is now closed and will be restored by Park City Municipal Corporation. Additionally the Clayton Peak Trail shall be accessed by the Bloods Lake Trail. The former trail bench will be removed or smoothed out to try to make it less visible. Plant seeding will occur throughout the former trail area to facilitate revegetation and an anti-erosion blanket will be employed on both ends of the former trail to retain the soil. Signage has been designed and posted to educate the general public that the trail is closed and is being revegetated as of July 2019.

Park City and Utah Open Lands anticipate that a transition period is necessary for the public to familiarize themselves with the newly developed trail system in the area. Pit toilet facilities, waste receptacles, signage and minute parking has been constructed in the area. Through outreach and education, the public will be redirected to the Bloods Lake Trailhead to begin their Bonanza Flat Conservation Area recreational adventure.





III. RESTORATION and ECOSYSTEM MAINTENANCE

MANAGEMENT STRATEGY

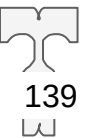
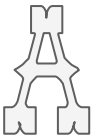
Ecosystem restoration is the process of aiding the recovery of a native ecosystem that has been degraded, damaged, or destroyed. Restoration of the Property involves determining actions that support robust ecosystems with necessary complexity to support diverse habitat types. Clean water, clean air, carbon sequestration, scenic enjoyment, aesthetics, native habitat, and recreational experiences are all enhanced by a healthy, functioning ecosystem. Restoration must be accomplished in the framework of multi-use land management. For example, restoring an area to mitigate erosion requires restoration of soil and vegetation. Restoring filtration processes attendant to natural wetland functioning, by removing fill or disturbance will be key and provides a unique opportunity for critical carbon sequestration.

Park City may use techniques and methods recognized as effective in maintaining and restoring the native biological diversity of the Property, including but not limited to invasive weed suppression, restoration of areas that have eroded, restoration of forests, and other passive restoration efforts, provided in all cases that restoration is done in accordance with this management plan.

IMPLEMENTATION

As Bonanza Flat Conservation Area recovers from historically unmanaged impacts, restoration of degraded areas on the Property will become key in supporting systems on the Property that follow the Conservation Values and provide public benefits.

- Step one in recovery should consider areas of highest need for restoration. Degraded areas that are not going to be repurposed should eventually be restored – social trails to and around Bloods Lake are considered highest priority. Culvert meadow is considered a priority restoration endeavor that will require wetland specialist and diligent monitoring protocols.
- Promotion and allowance of wetland vegetation restoration in areas of disturbance, specifically the area surrounding Bloods Lake.
- Restoration should support and maintain the biodiversity of native plants and animals in the area – disturbed areas with invasive weed infestations are a first target.
- Restoration should stipulate the desired outcome of the restorative actions and benchmarks for success should be integrated into any plans – better trails, safer routes, and sustainable access are a key measurement, as is water quality improvement, vegetative cover and diversity increases.
- Objectives identify areas of restoration that will provide maximum benefit to the ecosystem as a whole, and high-benefit areas such as wetland areas are given precedence.
- After restoration work has been completed on an area, desired outcomes will be evaluated to measure success.
- Adaptive approaches will include lessons learned.
- Restoration goals will be modified in response to changes in ecosystem or restoration benchmarks.
- Restoration project goals should be in keeping with the microclimate and ecological barometers pertinent in the area.
- Monitoring protocols will provide benchmarks for measuring success or failures.



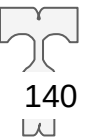
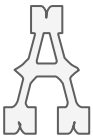


III. RESTORATION and ECOSYSTEM MAINTENANCE - continued

DESIRED OUTCOME

Existing conditions and evaluation of restoration opportunities has resulted in initial Utah Open Lands' recommendations.

- Bloods Lake – Bloods Lake has been a local destination for years, and the patterns of use surrounding the lake are indicative of this. Soils and large patches of earth have been denuded of vegetation and compacted as a result of years of day-use, overnight camping, and unmanaged user distribution. These are not characteristics of a healthy ecosystem. Use needs to be educated and managed to guard against impairment to the water quality. Dogs are prohibited within 100 yards of Bloods Lake while it remains the drinking water source for the Girl Scouts of Utah. Social trails and man-made disturbances surrounding the Lake need thoughtful restoration; continued water quality monitoring is imperative as this is the water source for Camp Cloud Rim.
- Disturbance 1 – The Steep Cut Emanating from Empire Pass – This area, colloquially referred to as “Jeep Hill”, is a disturbed area rife with denuded earth, erosion, unmanaged water runoff, and unsafe vehicular use. This cut, noted as Disturbance 1 on the Man-Made Disturbance Single and Double Tracks map on page 62, has been subject to use in a manner that continues to compromise water quality, create significant public safety hazards, and create a constant state of disturbed ground for the spread of invasive species like yellow toadflax, which can be found in high concentrations in nearby Brighton Estates. It should be revegetated, after evaluating any claims of use with respect to proven encumbrances as cited in the Conservation Easement. Signage should be placed in order to keep users off the disturbed area while it recovers. This will remain a winter safety corridor.
- Social trails – Social trails that are not in consideration for inclusion into a new trail system should be closed, restored, raked, reseeded, and revegetated.
- Campsites – Campsites and campfire rings should be consistently and systematically restored, raked, and revegetated especially following 2017 and 2018 efforts.
- Wet meadow disturbances – The 2-track disturbance referred to locally as Culvert Meadow disturbs a jurisdictional wetland at point 9 on the Man-Made Disturbance Single and Double Tracks map on page 62. This area has been subject to fill, culverts, flattening, and use that compacts wetland soils. As a nationally inventoried wetland, this disturbance should never have occurred, and goes directly against the Clean Water Act and Wasatch County Code. Section 16.28.04 of the code explicitly states that “no person shall engage in any activity that will disturb, remove, fill, dredge, clear, destroy, or alter any area, including vegetation, within stream channels, wetlands, and their setbacks...” Restoration of lost wetland function, due to past activity, is a critical value for the watershed preservation priorities of the Property.
- Soil spoils area – Upon the lease termination date the soil spoils area should be reclaimed. Increase monitoring of this invasive species prone area will be implemented.
- Education – Bioblitzes, continued transects and creative engagement opportunities on the land including signage denoting restoration, restoration goals and ecologically significant elements on the landscape provide outstanding methods for engagement.



III.A. WILDLIFE

MANAGEMENT STRATEGIES

The Protected Property provides habitat for various wildlife species which are on the Utah Sensitive Species List, reported in population decline and/or threatened habitat, and wildlife listed as big game species of Utah. Containing a vast expanse of riparian habitat, aspen and coniferous forest, primitive wilderness and unfragmented habitat adjacent to numerous other conserved properties, Bonanza Flat Conservation Area provides priceless value to the conservation of these species. **Management strategies will be guided by the goal of maintaining fundamental environmental services, biodiversity, natural habitat, and recreational wildlife viewing** conservation values. When determining land use adaptations or improvements, Utah Open Lands will review the Bonanza Flat Baseline Documentation, BFAMS Plan and Resource Inventory, and consult with the landowner to ensure that wildlife values are sustained on the Property.

IMPLEMENTATION

- Utilize the Resource Inventory to review scope, distribution, and abundance of species on the Property.
- Utilize Baseline Documentation, Current Conditions and further existing conditions of key habitats and ecological systems necessary to the health of the wildlife.
- Install educational signage outlining threats of wildlife disturbance on the Property.
- Signage installation implementation during periods of trail closure or limited recreational allowances.
- Restore and protect the integrity and biodiversity of the Property through habitat restoration and protection.
- Create special plans for managing threatened and endangered species on the Property on a per species basis.
- Seasonally monitor population levels to determine effectiveness of management practices.
- Avoid known wildlife stressors, including, but not limited to:
 - Fragmentation - reduction in total area of habitat or isolation of one habitat fragment from other patches of the same habitat.
 - Development - structure construction or land alteration on or around important or sensitive wildlife areas.
 - Hydrological changes - irrigation, beaver removal, construction of dams/dikes.
 - Vegetation changes - invasive species.
 - Altered fire regime - climate change, invasive species, fire exclusion, increasing or decreasing fire return interval.
 - Soil surface disturbance - recreation, management activities.
 - Herbicide use on plant stand diversity.
 - Introduction of invasive or exotic species.
 - Wildlife disturbance or harassment by people or domestic animals. It is noted however that where an apex predator has been extirpated and destruction of habitat occurs, employing techniques to mimic predator behavior will be valuable to create movement.

III.A. WILDLIFE - continued

IMPLEMENTATION - continued

- The Conservation Easement details that disturbance or harassment of wildlife by the general public (for example, domestic animals chasing wildlife) is prohibited. The taking, removal, translocation, or captivity of wildlife is prohibited, however nothing shall restrict Park City Municipal Corporation and Utah Open Lands from determining healthy carrying capacities of big game species on the Property, working with the Utah Division of Wildlife and employing appropriate management mechanisms. Elk in particular lack a significant apex predator. Aspen forest decline could be dramatically effected by Elk 'camp-on' in Aspen forests. Heavy browse of Aspen and recruitment and regeneration will be monitored through yearly transects to inform management decisions.

DESIRED OUTCOME

- Restoration of critical habitat and ecological integrity on the Property.
- Avoid disturbance of sensitive/threatened wildlife populations.
- Avoid disturbance of rare plant species populations.
- Promote habitat biodiversity, native species populations, minimize wildlife disturbances.
- Seasonal monitoring program incorporates systematic tracking and consistent monitoring protocols.



III.B. VEGETATION COMMUNITIES

MANAGEMENT STRATEGY

Management actions are based on the current and desired conditions of the ecological community and the importance of these natural communities to the Conservation Values. Some of the management actions are ongoing, some are singular issues that deserve attention, but all of them ultimately lead to goals and objectives that are aimed to help sustain this integral part of the Wasatch Mountains of Utah.

IMPLEMENTATION

The goal of vegetation management on the Property is to maintain the existing natural diversity of plants and vertical vegetative structure. Through monitoring of various substrate types, changes in slope, aspect and steepness, and available moisture, management practices will be tailored to discrete vegetative communities attending to ecological edges and ecotones. As a facet of specific management, the plant communities on the Property have been described in the Natural Resource Inventory conducted by UOL.

VEGETATION MONITORING STRATEGY

Vegetation community monitoring should take place in all vegetative communities present on the Property, with special attention paid to areas that are particularly vulnerable such as aspen stands and wetland areas, as these areas will likely be highly susceptible to negative changes. The following are protocols for monitoring vegetation communities:

- Photo-points – GPS'd photo-points that are taken from the exact same location in upcoming years can show signs of trends. These photo-points should be taken in the four cardinal directions (using magnetic north not true north). Two photos should be taken in each direction; one toward the ground (about 2 m out) to show the ground cover and one that shows the horizon.
- If quantitative measurements of vegetation cover and composition are desired, point line intercept transects can be employed by using a fixed laser pointer to record what plant or plants that laser 'hits'. Transects can be established in strategic areas and re-read through time to assess differences. It is important to read these transects at the same time of year (or similar plant morphology).
- Include transect counts specific to recruitment and regeneration of aspen forest and other vegetative communities.
- Continual monitoring of invasive species populations for location identification, noxious species mitigation and conservation efforts.
- Conduct continual surveys of the rare plant species noted in the Resource Inventory and take geo-referenced photographs to map locations. These photopoints will then be assessed for species population density, health, and in reference for trail planning and management efforts.

Newly disturbed areas require additional monitoring to assure the area is recovering in the manner intended and expected. Interventions need to occur if the area is not trending toward recovery such as increased weed control, erosion control measures or re-seeding with native species as needed.

VEGETATION COMMUNITIES ACTION PLAN

Aspen and Conifer Forest | Wet Meadow | Shrubs, Forbs, Grasses | Mountain Brush | Disturbed Ground VEGETATION COMMUNITIES

Action	Considerations	Roles	Timing
Regularly monitor natural vegetation communities to determine ecological health including invasive plants and forest pathogens.	In 2017 Utah Open Lands conducted a natural resource inventory and a weed survey, which documented the current health of the natural vegetation communities, including invasive species populations. Additional, UOL worked with USFS to gather forest pathogen digital data for the general area of Bonanza Flat. Overall, the ecological health of the property was excellent., with the exception of some disturbed areas.	UOL and PC will continue to assess forest health through regular monitoring.	Ongoing
Management actions which initiate aspen propagation and succession include enclosure fencing, which can be game proof provided it does not unnecessarily restrict migration corridors, non-lethal pressure and/or hunting , controlled burns, biochar, cutting and combined methods.	Elk overpopulation is seen to negatively impact new successional growth of aspen species because of their predisposition towards aspen sprouts, saplings and to a lesser extent mature individuals. Further management actions for elk population mitigation may be beneficial to maintain healthy aspen succession.	UOL and PC will assess actions to be taken and alert appropriate parties.	Ongoing
Monitor density of conifer forestation and remove targeted outlying trees.	Increased conifer density poses a threat for spread of infection and fuel for rapid fire spread. As such, recreational access and user safety could be compromised if density is too high.	UOL and PC will continue to assess through regular monitoring.	Ongoing
Identify and evaluate options for wet meadow restoration.	Removal of fill, revegetation of disturbances, and tracking management actions is critical to tracking wet meadow health.	UOL and PC will assess what actions are needed and alert appropriate parties.	Ongoing

Aspen and Conifer Forest | Wet Meadow | Shrubs, Forbs, Grasses | Mountain Brush | Disturbed Ground VEGETATION COMMUNITIES - continued

Action	Considerations	Roles	Timing
Evaluate trees compromised by insect infestations, leaving nurse-logs and sufficient downed trees for habitat and nutrient cycling, with guidance from Division of Forestry, Fire & State Lands (DFFSL) & other agencies; target needed removal options.	Death of forests can be a result of disease or insect infestation. Therefore, occasional removal of selected compromised trees may be necessary for healthy forests. Note: too much forest removal can exacerbate the situation by creating additional disturbance, so care must be taken. Fire safety and suppression in cooperation with appropriate regulatory authorities is prudent given proximity of human development.	UOL and PC to continue to inventory area on minimum of an annual basis.	Ongoing
Conduct rare plant species surveys to continually identify locations and ensure protection of populations	Rare plant species have been identified on the property, these species are critical of protection to prevent disturbance and possible eradication from the area. Although a minimal number of individuals were identified in the area, this is an indication that a population of at least 50 plants are located in the vicinity of the located species. Trail planning and recreational allowances should necessarily be guided by rare plant species populations and occurrences.	UOL, PC and contracted botanists will conduct continual surveys and collaborate for adaptive management strategies.	Ongoing
Occasional disturbance may be needed to rejuvenate decadent sagebrush vegetation to increase biodiversity. Mowing in conjunction with recreational uses.	Disturbance may be necessary for continued diversity of differing assemblies of shrubs, forbs, and grasses.	UOL and PC will assess what actions are needed and alert appropriate parties.	Ongoing
Replace non-native and invasive species with appropriate native species.	Remove and/or control non-native and invasive plants species. Source and plant native species. Having sufficient water regimes necessary to sustain planted native vegetation is paramount.	Management of invasive species falls to the landowner, PC. UOL will aid strategic seasonal applications and volunteer weed pulls and develop seed mixtures.	Ongoing

III.c. INVASIVE SPECIES

MANAGEMENT STRATEGY

Invasive species can be detrimental to the values and reasons for which land is conserved. Invasive species change ecosystem, structure, and natural processes on the land in ways that are undesirable and which can fundamentally alter natural ecological processes. Carefully mitigating the spread of invasive species can minimize these negative impacts. While a relatively pristine natural habitat, Bonanza Flat Conservation Area is not immune from invasive species infestations due to its biodiversity. In 2017, Utah Open Lands commissioned the Bonanza Flat Conservation Area Weed Survey by ecologist Mindy Wheeler which identified several invasive species present on the Property which are discussed in further detail in Utah Open Lands' Bonanza Flat Conservation Area Resource Inventory. Without proper and proactive management, the Property's Conservation Values are at risk of degradation from colonization of invasive species.

IMPLEMENTATION

Proactive management of invasive species is of primary importance when it comes to limiting introduction of invasive species on the Property. Monitoring, seasonal surveys, and volunteer botanists will all be crucial in identifying and mitigating the spread of new invasive species onto the Property.

Ideally, no new invasive species will be introduced to the Property, and management can focus on eliminating and managing the invasive species that are already present on the Property.

Invasive plant control methods are traditionally broken up into 4 categories:

- Mechanical
- Chemical
- Biological
- Cultural

Mechanical methods are labor intensive, and involve hand pulling, cutting, mowing, digging, prescribed burning, etc. A volunteer force can be assembled for large-scale projects involving removal of invasive species from the Property.

Chemical methods for managing invasive species involve using herbicides as chemical control. This methodology should be carefully considered before implementation, and should in no way compromise the Conservation Values. Watershed health is of primary concern when working with herbicides, and chemical control should only be used if no other control methods are effective.



III.c. INVASIVE SPECIES - continued

Biological methods for managing invasive species involves introducing predator species to an invasive species natural habitat, and should only be done with extreme caution, and implemented by a government agency. This method includes risks as unintended consequences are possible. Biological controls should be studied prior to use. The weevil used to control yellow star thistle has proven highly effective.

Cultural control of invasive species involves subtly changing the assembly or nutrient accessibility of an area to create conditions that limit the spread of invasive species by making the area unfavorable for colonization. Cultural control is a proactive management strategy that includes reducing habitat prone to colonization by creating a desirable habitat for native species. Planting of native species can be done in disturbed or degraded areas as a form of cultural control. Specific seed mixes will be developed for restoration effects.

Management for invasive species will necessitate enduring, forward-thinking planning and continued stewardship. Intentional planning and detail-oriented monitoring will be employed to identify invasive species on the Property, determining the threat they pose, and implementing an effective management solution to the problem that the invasive species poses. Management involves the following steps:



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III.C. INVASIVE SPECIES - continued



- Monitor invasives and natural resources.
- Inventory, survey, and map invasive species, document management efforts.
- Update written invasive plant management goals yearly.
- Prevent new invasions.
- Track species known to be invasive in the region but not yet found on the land; these will be candidates for Early Detection–Rapid Response (EDRR) efforts.
- Minimize unintended disturbance
- Minimize seed movement and species introductions
- Prioritize management efforts to reduce invasives present.
- Target geographic location, including resources present;
- Target species, including its ecological impact; and
- target individuals.
- Update best management practices for control methods. as they become available.
- Apply best management practices to priority sites and species using inte-

grated vegetation management (IVM).

- Evaluate the effect of ongoing control efforts (adaptive management).
- Restore sites or promote natural succession as needed.
 - Fill voids with a diversity of native vegetation.
- Capacity - labor (volunteer and/or paid professional staff) and equipment.
 - Labor – identify, train, coordinate, and mobilize personnel appropriate to the tasks required. Coordinate volunteer labor to ensure focused and appropriate invasive species management.
 - Equipment – Secure tools and equipment that will ensure safe and simplest accomplishment of the scale of the tasks at hand. Purchase is preferable.

DESIRED OUTCOME

Invasive species will eventually be reduced and eliminated due to proactive monitoring and control and will not, therefore, impact native plant communities. Yellow toadflax is present in large numbers on the Property. Canada thistle, yellow star thistle and garlic mustard (which is currently not present on the Property), both pose significant future threats to the Property. Without proper management strategies, there is a plausible invasion of the Property imminent.

Monitoring Actions	Priority	Suggested contact
Monitor invasive populations Track weed patch size and distribution in strategic places with photo monitoring and incorporate into GIS. Volunteers may be utilized to assist City staff in this effort. Put all information regarding control efforts into a database including date sprayed, name and rate of herbicide used (or species of biological control used) and target species to monitor effectiveness of methods used. Periodically walk the entire property to watch for introductions of new, isolated weed infestations.	High	PC staff, volunteers
Invasive community monitoring Place photo monitoring points in areas of high invasive populations. Use photo-points to track growth or reduction in invasive populations.	Moderate	PC staff, UOL
Closely monitor any newly revegetated or worked areas Close and regular inspections of any new disturbance are important to assure erosion is under control, invasive weeds will not impede the recovery of the area, nor become problematic weed populations going forward.	High	PC staff



III.D. FOREST HEALTH AND FIRE-WISE MANAGEMENT STRATEGY

While man-made fire on Bonanza Flat Conservation Area is prohibited, the risk of unauthorized fire on the Property cannot be dismissed in management strategies for fire suppression and forest health. Park City as landowner may remove brush and vegetation necessary to minimize the risk of wildlife on the Property, but it must be in accordance with this management plan. The BFAMS Plan is meant to guide land managers in creating proactive management solutions. “The response to wildland fire should be based on the ecological, social, and legal consequences of each fire.” (Federal Wildland Fire Management Policy, 1995)

UOL holds conservation easements on both the Bear River Ranches/Monviso Open Space off the Mirror Lake Highway and the Toll Canyon Open Space in Summit County. Both properties recently experienced wildfires. The Monviso fire was approximately 65 acres and was human caused by an unattended campfire. It began in a private lot within the conservation easement and spread into the open space. The Toll Canyon Open Space fire was approximately 1/10 of an acre and was started by a lightning strike that smoldered for 3 days in the base of a tree stump.

In both cases, the healthy nature of the forest appeared to be key factors in limiting the scope of the fires. In considering mitigation strategies that may be implemented, it should be noted that forest disturbance can result in growth of invasive species, depositing of flammable materials on the forest floor, higher resin production, and drying of the forest floor. In the removal or trimming of native species often times invasive vegetation will inhabit the disturbed area. This new vegetation is highly flammable because it is located close to the ground which creates an easy route for fire to spread, and does not have the defenses that older trees have obtained. New vegetation is a fuel additive to the forest floor, without the hardwood tree defenses that previously inhabited the forest. Additionally, the cutting and trimming of forest trees increase their production of resin, and leaves behind stumps and branches that only add to the available fuel resources. Alternatively, especially in conifer forests, ladder fuels can allow fires to spread to the canopy and diseased or dead trees provide extra fuel.

In the case of the Monviso fire, the aspen forest served as a natural firebreak, which helped limit its spread and produced patchy fire effects instead of a more complete stand replacement fire, which burns the entire forest in all strata from the canopy to the understory. From an ecological standpoint, patchy fire effects are also beneficial to wildlife as the unburned areas act as refugia for species to initially escape the fire and then from which to recolonize the burned land.

With the Toll Canyon Open Space fire, the naturally moist condition of the stand of conifers, Rocky Mountain maple and Gambel Oak, and the rain event that produced the lightning, led the fire to smolder for 3-4 days until firefighters put it out.



III.D. FOREST HEALTH AND FIRE-WISE - continued

IMPLEMENTATION

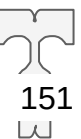
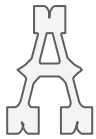
Fire mitigation is an important tool that can be used to help prevent wildfires from spreading to homes. When fire mitigation is done cognizant of the forest health, it is an effective tool. Fire mitigation should not give surrounding homeowners a false sense of security, and they should be proactive in creating defensible spaces around their structures. Defensible space is the most effective fire prevention strategy.

All factors should be considered including the existing forest health, ability for nearby communities to create defensible space around their structures and the long-term impact to forest health in determining mitigation treatments.

DESIRED OUTCOME

A healthy forest is the primary line of defense against fire. Here in Utah, wildfires are becoming a common occurrence, especially with climate change. While some of these fires are naturally occurring, over 80% of fires have a human based cause. As pathogen infestation of conifer forests in the West continue to spread, it is expected that these threats will only increase under the combined pressure from climate change and a rise in drought conditions.

- For Bonanza Flat Conservation Area, the balsam wooly adelgid, Douglas-fir beetle, and bark beetles pose significant threats.
 - Aerial detection in the surrounding area survey mapped Douglas-fir beetle, mountain pine beetle, fir engraver beetle, subalpine fir mortality complex, balsam wooly adelgid, Marssonina blight and aspen decline in surrounding stands. It is likely that Bonanza Flat Conservation is at high risk of hosting if not presently detected.
- An analysis by Utah Open Lands in 2018 identified that there was a low die-off from beetle kills in subalpine forests equivalent to the damage from bark beetle that has infested most of the Cottonwood Canyons.
- A new threat that should be monitored closely is the balsam wooly adelgid.
 - Utah Open Lands recommends specific tracking strategies to monitor presence of this species on the Property.
- 2019 monitoring should include scheduling and a site visit by USDA Forests Service representatives to assess fir stands, in particular.
- As demonstrated with the 2018 Monviso fire, the presence of aspen clones throughout Bonanza Flat Conservation Area should provide a source of fire break on the Property.
 - The aspen clones on Bonanza Flat Conservation Area show healthy patterns and levels of regeneration.
- In determining trail development and forest management practices, managers should consider:
 - Maximizing aspen regeneration and recruitment.
 - Minimizing expansive areas susceptible to drying out due to a lack of shade and cover.
 - Reducing soil disturbance.
 - Managing in concert with education for adjacent landowners regarding creating defensible space around their homes.
 - Removal of downed and dead timber should be evaluated for potential risk of spreading beetles, impact on nesting birds, and other wildlife recognitions.



III.D. FOREST HEALTH AND FIRE-WISE - continued

- Recent area wildfires provide fire suppression and management lessons that can be applied on the Property.
- Water resource enhancement.
- Repurposing existing two-track disturbances for Nordic ski routes that can double as emergency response and fire access and fire breaks.

Utah Open Lands staff was involved in a workshop hosted by The National Cohesive Wildland Management Strategy, which is a multi-jurisdictional collaboration of partners in the Northwestern United States endeavoring to understand roles and opportunities in wildfire risk hotspots, of which Northeast Utah is one. One common theme throughout the workshop from fire professionals was how important homeowner participation was in mitigating fire risk and that convincing landowners to do so was of national importance. Utah Open Lands believes that targeted fire mitigation on public conservation lands can certainly help reduce wildfire risk if done correctly, but this strategy will fail if significant fire mitigation is not employed by private landowners.



FIRE MANAGEMENT ACTION PLAN

Goal: Fire Suppression			
Action	Considerations	Roles	Timing
In the event of the fire, active suppression will occur when life and valuable resources are at risk.	Valuable resources include heritage resources, structures, water supply areas, recreation sites and habitats.	The Conservation Easement provides that the local fire authority has complete jurisdiction.	Ongoing
Decrease hazardous fuels and increase acreage with low hazardous fuels, especially near urban interface.	Reduce the risk of adjacent communities and natural resources.	Periodic review with DFFSL, UOL and PC will monitor ongoing fuel density determining levels or classes of threats.	Ongoing
Firefighter and public safety will be prioritized.	Limit injury and casualty by prioritizing safety above other concerns.	Agency determination.	Ongoing
Every non-prescribed fire will receive management response.	Assessment and response must be conducted for each instance to determine course of action.	Emergency services will evaluate and decide upon course of action.	Ongoing, at time of event
Utilize maintained 2-track disturbances for summer and winter trails and maintain at levels identified in Baseline Documentation.	Evaluate disturbances for how they can serve a dual purpose as emergency access and fire breaks.	UOL and PC will evaluate and decide best use.	Ongoing

III.E. MAN-MADE DISTURBANCES

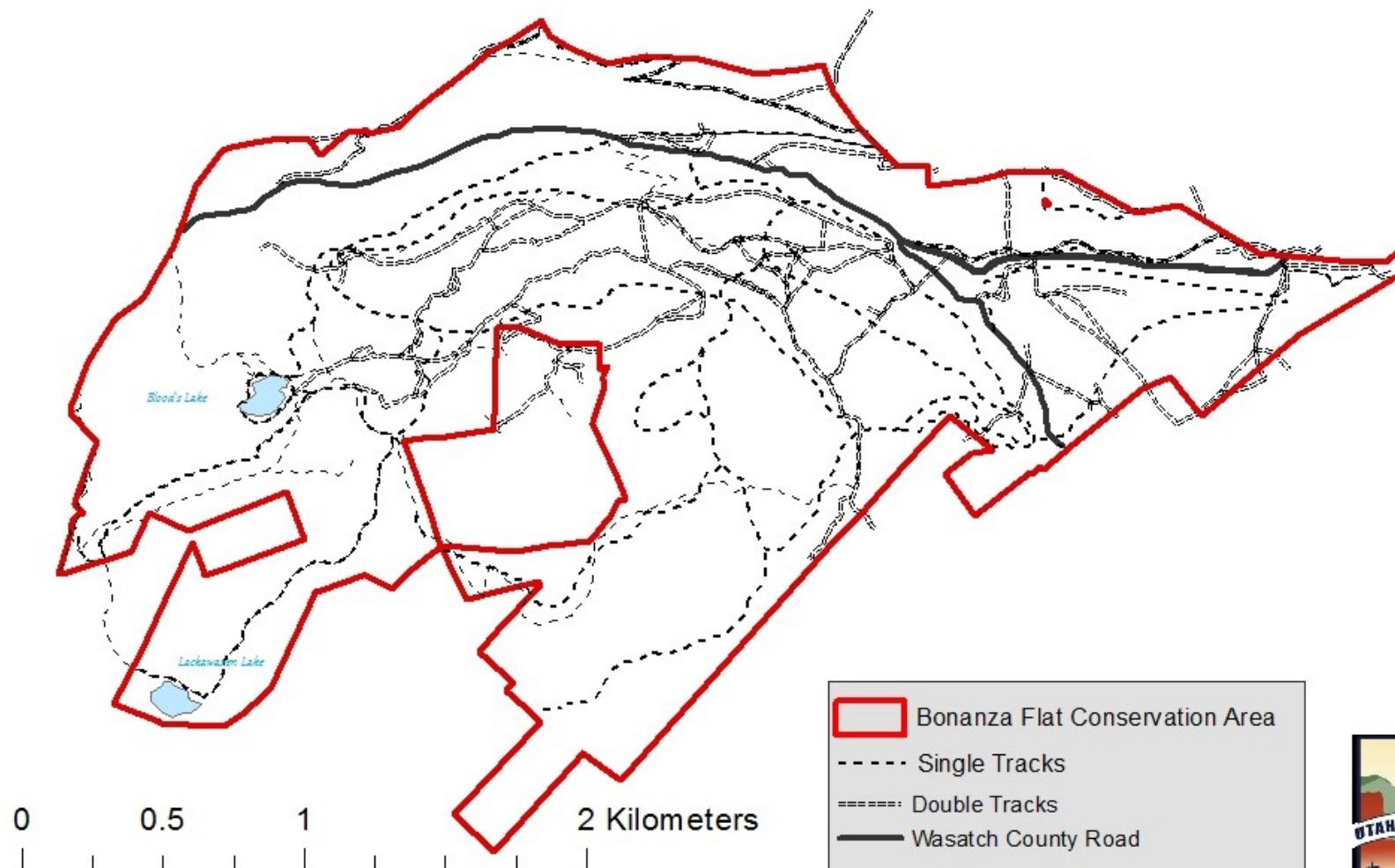


Where disturbance has occurred on steep slopes and through sensitive ecosystems, negative impact to the health, welfare, and safety of community members and the land are evident. Man-made disturbances on these areas, and the resulting erosion have direct negative impact on Conservation Values on the Property. In keeping with the Wasatch County Code's regulation in parts of the county: "Areas where development is prohibited due to steep hillsides (over 30%), high value wetlands, ridge lies, fault lines, stream corridors, landslide areas, and flood plains." Guardsman Pass sits on a slope that averages a grade of 32.076% from 25 measurements taken from "the Y" to Guardsman Pass. Section 16.28.04 of the code explicitly states that "no person shall engage in any activity that will disturb, remove, fill, dredge, clear, destroy, or alter any area, including vegetation, within stream channels, wetlands, and their setbacks..."

Habitat restoration should occur in areas of man-made disturbances that are not pursuant to a permitted use. The steep cut emanating from Empire Pass, which has contributed significantly to erosion on the hillside, and the disturbance in the area commonly referred to as Culvert Meadow are two areas that will need focused restoration. Fill material and drainage diversions added to the nationally inventoried sensitive wetland known as Culvert Meadows are not in compliance with the Clean Water Act. Abundant Conservation Values serve to be enhanced by the restoration of these disturbed areas. Winter safety corridors may continue to exist in the vicinity of current disturbed areas even after vegetative restoration occurs. Identified issues include enforcing management practices along access points and previously degraded areas. Any gates across public rights-of-way are to include emergency SOS or "crash" gates allowing emergency services easy access if and when necessary.

Man-Made Single Track or Double Track Disturbance Name	Number on Map	Approximate Width	Approximate Length
Steep Hillside Cut Emanating from Empire Pass Area	1	12'+	2000'
New Talisker 2.0 Yurt Lease Area Access	2	14'+	500'
Old Talisker Cabin Area East Access	3	12'+	2100'
Old Talisker Cabin Area West Access	4	12'+	1550'
Girl Scouts Access	5	20'+	6600'
New Talisker 2.0 Access to Cabins	6	12'+	1000'
Private Driveway off Pine Canyon Road	7	12'+	1200'
Old Social Trails in vicinity of Guardsman Pass Area	8	5'	2800'
Wetland Disturbed Track and Former Access to old Talisker Yurt	9	12'	4200'
Side Slope Cut by Spoils Pile	10	18'+	2150'
Girl Scouts Cabin Access	11	15'+	250'
Girl Scouts Lake Access	12	15'+	250'
Old Utility Access (north of Girls Scouts Lease Area)	13	15'+	3500'

Bonanza Flat Conservation Area **Man-Made Disturbance Single and Double Tracks**



Boundaries are approximate (this is not a survey)



IV. WATER RESOURCE and WETLAND MANAGEMENT

MANAGEMENT STRATEGY

Managing at a watershed level is a proven strategy for effective, sustainable land use, which saves hundreds of thousands of dollars in water treatment and lessens downstream contamination. Wetlands act as carbon sinks, and are productive areas for carbon sequestration. As a proactive management strategy, augmenting Park City's zero carbon goals, restoration and enhancement of wetland features on the Property provide additional values, beyond fundamental ecological health, to the overall sustainability goals of the City. Land managers will employ management strategies that maintain and benefit watershed health, water use efficiency, water quality, recreational benefit, climate-adaptive management, and protection. Several nationally inventoried wetlands areas exist on Bonanza Flat Conservation Area. The wetlands documented in the Resource Inventory were found to be unique, and many considered to be in pristine excellent condition.

Park City as landowner may enhance water quality and wetland features on the Property. Such enhancements may include protection, restoration and vegetative enhancements.

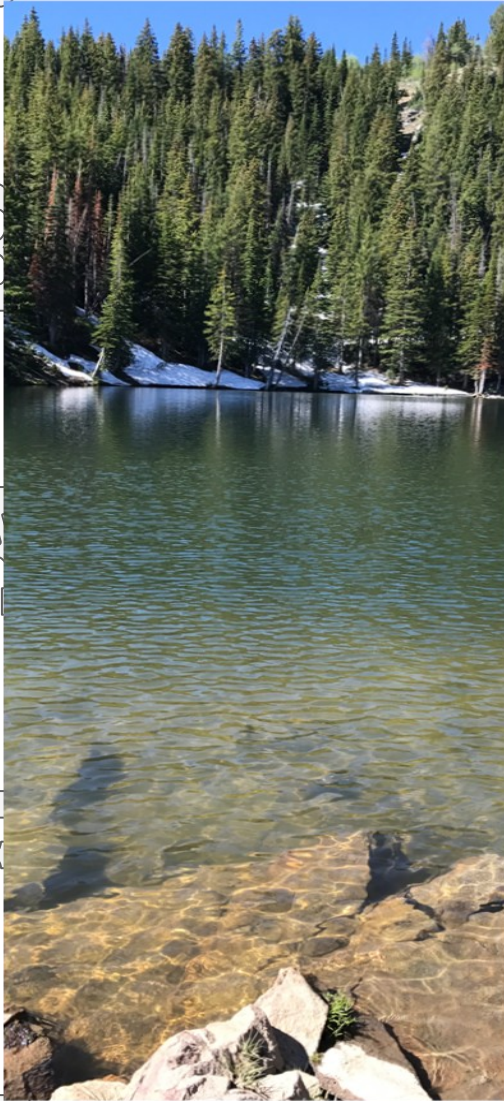
IMPLEMENTATION

Water resources on Bonanza Flat Conservation Area are in various states of health. Creating and protecting healthy water resources on Bonanza Flat Conservation Area should be a priority. Overall management strategies should consider water resources. Watershed health is paramount to the health of the greater ecosystem.

ACTIONS and OBJECTIVES:

- Track and document changes in the water resources on the Property through water testing and riparian and wetland photopoint analysis.
- Track seasonal conditions of water resources.
- Conduct management activities consistent with recognition that watersheds are dynamic and constantly responding to external factors.
- Implement projects that are in the most need of restoration or care.
- Use a watershed-minded approach to coordinate other management decisions i.e. forest management, land use, trail construction, fire management, etc.
- Impoundments of Bloods Lake and Silver Lake Islet may be maintained as deemed necessary by PCMC and Utah Open Lands.
- Limitation on recreation in the vicinity of riparian habitat should be considered.
- Design drainage and runoff controls where necessary to maximize water reclamation into on-site catchments and minimize sediment buildup.
- Minimize immediate downstream discharges during runoff.
 - Use patterns on the Property should continue to be monitored to forestall potential contamination of downstream drinking water, in particular for Bloods Lake, which is the direct drinking source for the Girl Scout Camp.

IV. WATER RESOURCE and WETLAND MANAGEMENT - continued



- Wetlands should be avoided, where possible, during the implementation of trails utilizing best practices to mitigate possible impacts.
- In the case of Culvert Meadow, this wetland area needs to have fill removed, and any disturbances on this area needs to be restored.
- Flow and moisture content monitored seasonally.
- Track changes in hydrophytic vegetation.
- Track changes in hydrology and take soil samples to determine extent of hydric soil resource areas.
- Where emergency evacuation may be considered necessary, avoidance is preferable, but features like boardwalks and bog bridging that lessen impact to wetland areas should be considered instead of culverts, or fill.
- Water quality deterioration should prompt mitigation efforts.
- Monitoring protocol involving seasonal testing on area lakes.
- Due to elevation, water quality tests should occur during the hottest months of the year to determine levels of E. coli and other bacteria.

DESIRED OUTCOME

- Protection or restoration of water resources on the Property, including areas of non-use.
- Wetland water quality, stream health to stay above current conditions.
- Presence of desired or unique wetland function and vegetation.

A desired outcome of watershed management is to maintain levels of water quality and ensure continuous testing of the lakes present on the Property. Proactive water quality management strategies will sustain the watershed. Utah Open Lands will continue to conduct water quality testing on an ongoing basis. Any negative changes in water condition, water surface conditions, water clarity, water color, water odor, arsenic, presence of dead fish, dissolved oxygen, turbidity, algal bloom and the presence of E. coli bacteria will be evaluated to determine adaptive management decisions. Management goals should sustain water quality at or above current levels of water quality, restricting uses on the land that show probable cause for decreases in water quality.

WATERSHED ACTION PLAN

Goal: Watershed Quality Conservation			
Action	Considerations	Roles	Timing
Headwaters Area	Identify possible conflicts of Conservation Values. Identify terrain to be managed as “Headwaters Area” .	UOL will routinely review with PC staff areas under consideration for management.	As part of BFAMS Plan Areas Map
Sign and educate users on impacts from dogs.	Off leash dogs have a potential to conflict with wildlife, other recreation user groups and can impact the ecosystem. Education will be provided to this user group to inform them of the potential harm to wildlife and/or dogs due to off leash encounters. Off leash ordinances will govern they use on designated trails	UOL and Park City will provide education and enforce designated area restrictions.	Defined in Conservation Easement
Monitor water quality.	Chemical composition of the water is to be tested on an annual basis to be checked for presence of e coli bacteria, arsenic, etc.	UOL will test water quality on minimum of an annual basis.	Ongoing
Determine impacts of regional connection trails through Headwaters Area.	Careful and thoughtful consideration of all possible issues and plausible degradation of watershed quality as a result of trails is recommended.	UOL and PC staff will mutually determine designated trails, and trail routes.	Ongoing



V. ADJACENT PROTECTED LANDS

MANAGEMENT STRATEGY

Bonanza Flat Conservation Area is situated between both private and public lands, but there is a significant amount of adjacent conserved land that adds to the conservation achieved on the Bonanza Flat Conservation Area.

IMPLEMENTATION

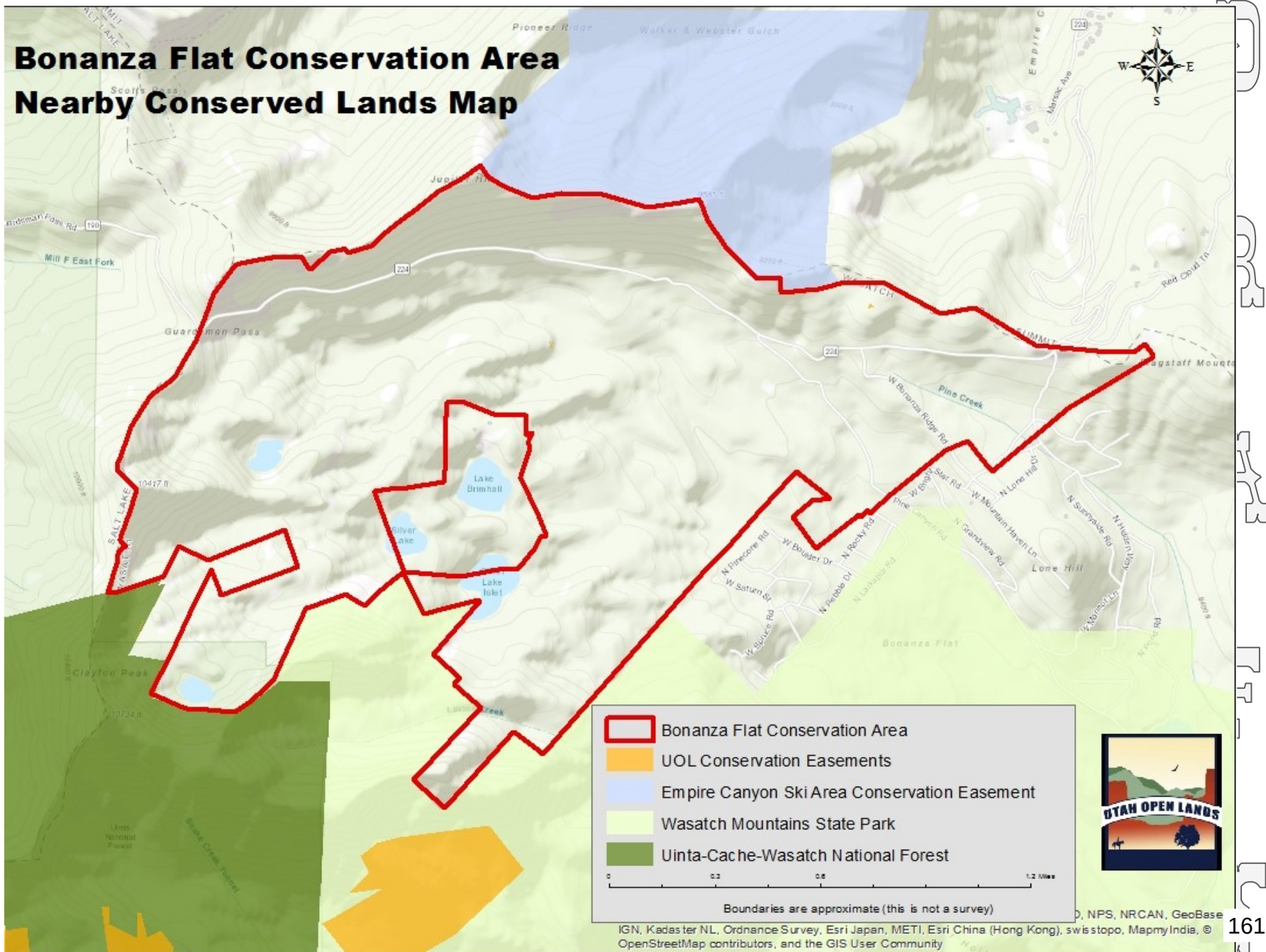
- Utah Open Lands will monitor the Property boundaries on an annual basis to guard against encroachment.
- Utah Open Lands will reach out to the adjacent landowners should persistent issues arise.
- Utah Open Lands will work with pertinent adjacent land managers to come up with synergistic management solutions regarding ecosystem connectivity, trail connections, and use designations.

DESIRED OUTCOME

- Adjacent protected lands (Snake Creek Canyon and other significant tracts of federal and state public lands), along with Bonanza Flat Conservation Area, constitute a thriving ecosystem providing habitat for wildlife and migration corridors.
- Creation of regional inter-jurisdictional trail connections.
- Productive and clear lines of communication between adjacent landowners, land managers, and Park City as the landowner of Bonanza Flat Conservation Area.
- Communal efforts in mitigating undesirable impacts and sustainably managing increasing recreational demand.

V.A. BOUNDARY MAINTENANCE

Park City had the entire property boundary of the Bonanza Flat Conservation Area surveyed by Alliance Engineering. UOL has further delineated certain sections of the boundary line, which may be more susceptible to encroachments. Boundary lines are paint-blazed and some conservation area signage has been posted. Boundary fencing has been erected in some areas. Paint-blazed boundary lines should be refreshed with new paint every 5 years or as needed and the signage should be checked for replacement or update needs. Fencing of a buck and rail nature should be maintained and constructed where persistent encroachment occurs. Utah Open Lands has ample experience with the delineation and maintenance of property boundaries for stewardship and can assist Park City as needed.



VI. SCENIC MANAGEMENT

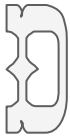
The scenic value of Bonanza Flat Conservation Area is derived from the combination of the ecosystem and the prominent landscape position of much of the Property. The ecosystem of the area has developed over the millennia and the various plant communities provide visual interest in all seasons. The unique setting of the Property at the intersection of mountains and valleys has created unimpeded views of sagebrush shrublands as well as oak brush and mountain shrub hillsides – all signature vegetation communities of the arid West. Park City and Summit County value open hillsides and ridgetops as endorsed in their building codes. (Park City General Plan and Summit County Zoning)

The Property currently provides views of natural areas that are in keeping with the natural open character of the Wasatch Mountains. Further, Goal #4 of the Park City General Plan concerns the City's desire to preserve the natural setting. The goal is to 'Conserve a connected, healthy network of open space for continued access to and respect for the Natural Setting.' (Park City General Plan, 2014) Scenic vistas are a critical part of the mountain resort economy.

Utah Open Lands and Park City Municipal Corporation will work together to prevent, and ultimately be responsible for controlling, elements that could spoil the scenic value on the Property, such as; height, bulk, design, materials and color of any modifications made on the Property (e.g.: trails, restroom facilities, fencing, etc).



The special character of Bonanza Flat Conservation Area is defined by its distinctive geographical features, climate, and natural ecosystems. The scenic value of this Property epitomizes all of these values, which is why the prevention of any disturbances that impact the area should be avoided and the Property be monitored on an annual basis.



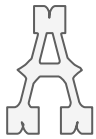
VII. RECREATION MANAGEMENT

Recreational capacity is a term generally defined as the *reasonable maximum load or population that an area will support without undergoing deterioration*. For this plan, a no-net-increase and existing carrying capacity have been identified as central to not “loving Bonanza Flat to death.” These principles are also key to ensuring that Bonanza Flat Conservation Area does not become the solution to other recreational deficiencies on adjacent lands.



For Bonanza Flat Conservation Area, quantitative as well as qualitative monitoring should be performed by Park City staff, Utah Open Lands, and/or volunteers and used to determine if infrastructure development has effectively captured the principle of carrying capacity. The following proper monitoring may indicate an unacceptable level of ecological degradation and Conservation Value loss. Thus, a conclusion that infrastructure is out of sync with carrying capacity may be indicated by:

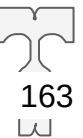
- Increased exotic vegetation cover, loss of species, or undesirable compositional changes.
- Wildlife changes such as loss of species, a decrease or increase in utilization by certain species.
- Erosion from social trail formation or wetland bank degradation and stream-bank erosion.
- A decrease in water quality.



The results from this type of monitoring will provide important information on resource trends and provide insight into adaptive strategies. These trends would inform City staff as to whether the activities on the Bonanza Flat Conservation Area are causing impacts beyond the sustainable recreational carrying capacity.



The monitoring protocols developed for previous sections will inform recreational management. It is anticipated that the creation of trail-heads, a functional trail system, and better trail design will increase enhancement and restoration of the Conservation Values due to the best practices already employed by Park City and partners like Mountain Trails Foundation. Creating and maintaining a higher level of trail design and sustainable use will ultimately result in a higher rate of trail user satisfaction with the experience. On-site surveys and Conservation Ambassadors will be utilized in both data collection, education, and the transition from previous use patterns to more sustainable use patterns.



VIII. CITIZEN SCIENTISTS and iNATURALIST UTILIZATION

A purpose of the adaptive land management and stewardship plan, is to engage the community members and general public with activities on the Property that will ultimately assist Park City and Utah Open Lands in achieving overall management goals. Citizen science events such as BioBlitzes may occur annually on Bonanza Flat Conservation Area. BioBlitzes will be performed utilizing the iNaturalist app that Utah Open Lands will use to train volunteers. The app will allow for records of flora and fauna found on the Property to be retained and reviewed, ultimately allowing both Park City Municipal Corporation and Utah Open Lands to track any changes that may occur in wildlife patterns and vegetation over time.



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IX. RECREATIONAL AIRCRAFT

All recreational aircraft requiring a motor or mechanized source to power flight, including drones, are prohibited from taking off or landing on the Bonanza Flat Conservation Area property. Non-motorized recreational aircraft use on the property must comply with existing laws and may be subject to additional agreements with the Grantor.

X. CANINE USE



MANAGEMENT STRATEGY

Balancing conservation values from wildlife to recreational enjoyment will require identifying potential triggers that are also allowed uses and considered compatible with one or more conservation value. Dogs are associated with recreational enjoyment for various recreationalists which they are also considered a potential 'trigger'. Riparian, wet meadow, stream or lake habitat impairment can be associated with a lack of dog owner stewardship. Stewardship by this user group will be critical to continued trail use. Monitoring impacts on both a macro and micro ecological level will be as essential.

IMPLEMENTATION

- Dog owners will be educated via on-site volunteer Conservation Ambassadors and signage to ensure best use practices.
- Provide mutt mitt stations.
- Dog waste etiquette will be closely monitored.
- Proper removal of waste by owners will determine the overall utilization of Bonanza Flat Conservation Area by dogs.
- Provide waste receptacles.
- Recreational activity limited as deemed necessary by wildlife activity.
- Wetland areas should be restricted in use by dogs as achieved through good trail development.
- Trailheads will post leash regulations as determined.
- Dog owner stewardship and user conflicts will be monitored.

DESIRED OUTCOME

- Systems implemented that allow for sustainable dog-use on the Property, in step with the Conservation Values.
- Clear, well-marked trails that delineate dog-use.
- An educated user-group that can become a force for positive, sustainable use and protection of the Property.
- Prevention of watershed contamination and riparian habitat disturbance from dog use.
- Prevention of avian nesting and fledging disturbance, minimization of other wildlife disturbances.
- Allow for restoration of wetland vegetation and riparian habitat in current areas of disturbance.



XII. EVENTS, SPECIAL USES AND RELATED TEMPORARY STRUCTURES

Because of the tremendous beauty, pristine condition and forever conserved status of the Bonanza Flat Conservation Area, to date many requests have been received to use the property for events and special uses, these have included using the property as a movie filming location, footage for car commercials and for private family events such as weddings. As we anticipate this pressure will increase over time, certain restrictions have been put into place within the conservation easement regarding events, special uses and associated temporary structures.

An event, a special use, and one or more temporary structures associated with an event or a special use are permitted at the discretion of Park City Municipal as the landowner provided:



The event or special use is limited in the number of participants.

Any temporary structure is located to minimize impacts on the natural environment.

Any temporary structure is approved by Utah Open Lands as the conservation easement holder in accordance with Section VIII of the conservation easement.

Requests in conjunction with filming include an analysis of potential impacts and provide for compensation to the public as determined by Grantee's in accordance with the BFAMS plan.

Fees will be required for any special use to mitigate impacts to public use and to the Conservation Values. Fees will be determined by the Park City Council. Best practices would provide for any fees collected during filming and special use events to be utilized in the management and stewardship of the property directly.

The staging, event or special use, and any temporary structures are located to the extent possible in areas where adequate infrastructure already exists, such as at trailheads.

Please note, these conditions do not currently apply to the primitive outdoor wedding area known as the Church of Dirt located west of the Empire Pass Trailhead, which is managed by a first-come, first-serve system of reservation where potential users reserve the spot by leaving a requested date on a piece of wood or other note. However, as the landowner Park City has the right to change this current management of the Church of Dirt if needed.

PART FOUR

MANAGEMENT AREAS

Management actions are prioritized by designated management areas. These management areas are referenced in the Conservation Easement and are tied to specific permitted uses. Management areas were designated based on the sensitivity of the Conservation Values attendant to the area and the amount of man-made disturbances, facilitating the overall conservation purpose that reflects the bond narrative and donor intent of various agencies, foundation and individuals to ensure preservation.

Management areas correspond with major physical features of the Property. Although some management suggestions apply to the entire Property, it should be noted there are areas where management actions are specific. Within the broader management areas, discrete action areas delineated by a combination of habitat/vegetative types and restoration or recreation objectives are identified.

Four management areas* have been identified and Bonanza Flat Conservation Area consists of:

FRONT COUNTRY AREA

BACK COUNTRY AREA

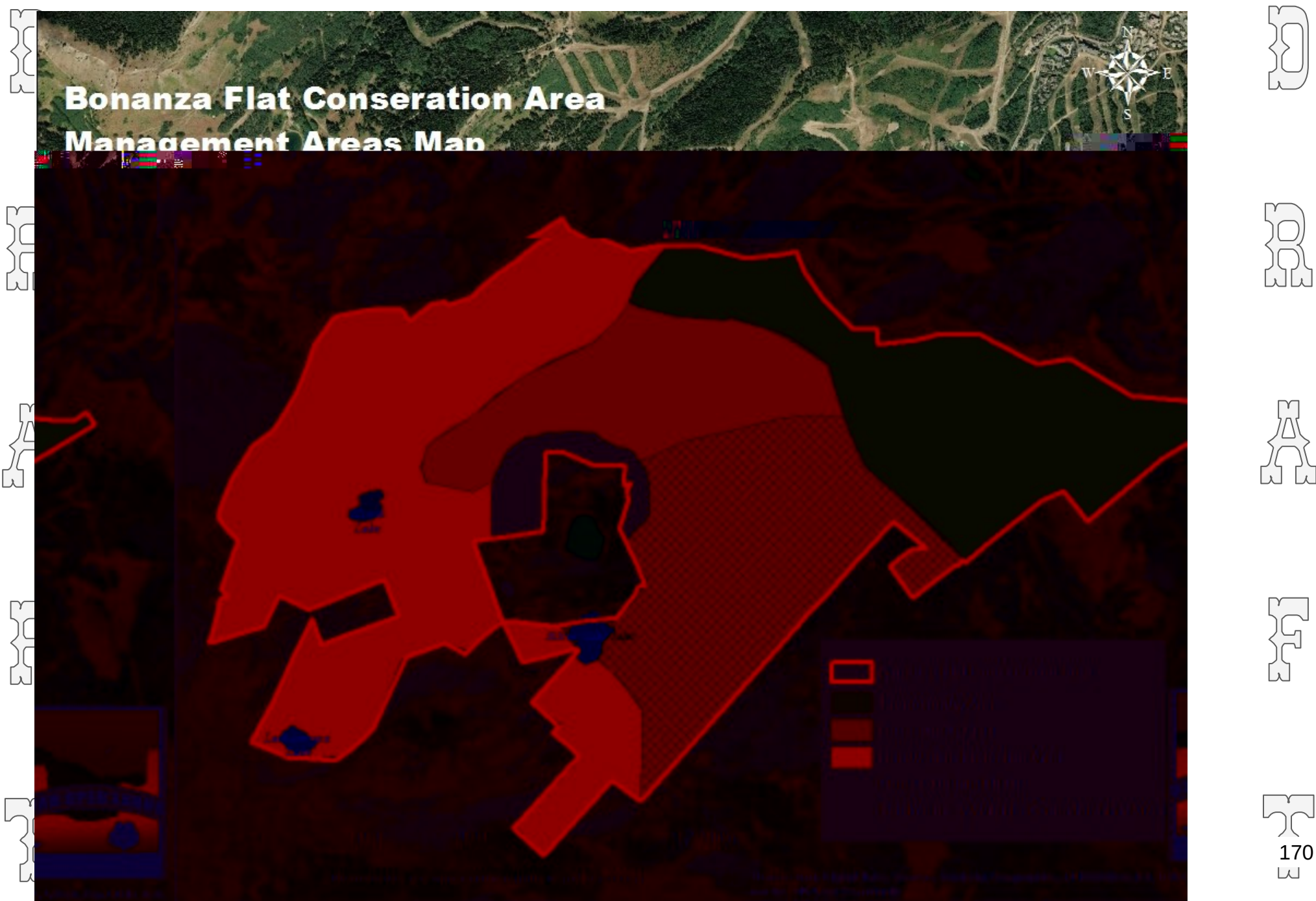
HEADWATERS AREA

CAMP CLOUD RIM PROTECTION AREA

**See the Bonanza Flat Conservation Area Management Area Map on the next page for delineated areas*



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I. FRONT COUNTRY AREA

Front Country Area (See table below) (GREEN)

Areas with more intense recreational use including focused points of access, man-made disturbances and proximity to development.

Examples Include: Trailheads and trails, passive recreational amenities, including restrooms, structures for emergency or maintenance/management, interpretive trails, informational kiosks, Talisker lease area, and safety corridor for motorized access.

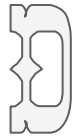
Objective	Associated Action	Role/Responsibility	Time Frame
Protect Critical Watershed Values and Water Quality	Monitor maintenance activities of access areas and materials used. Restore eroded trails stemming from Empire Pass area to prevent further degradation. Evaluate reseeding, raking, matting and appropriate signage and barriers. Identify sources of erosion. Create revegetation plan for soil spoil piles based on existing lease terms. Possible resources: USU, DEQ, DWQ	Park City, UOL staff	Ongoing
Protect Wildlife Habitat	Ensure trails for public use and recreation are established in areas with minimal impact to wildlife habitat. Employ use of wildlife camera traps, BioBlitz, and iNaturalist species counts. Incorporate seasonal species-specific use assumptions in order to minimize user-wildlife conflicts. Species of special concern include Shiras Moose, Mule-deer, elk, Flammulated Owl, Pika, and others. Use patterns should be predictable in order to lessen stress. Recreational corridors should have good sightlines and avoid densely forested areas whenever possible.	Park City, UOL staff	Ongoing
Protect Vegetation & Uncommon Rare Plants	Eradication of invasive species and reseeding of native seed mix specific to Bonanza Flat Conservation Area. Consider plant plugs in overly disturbed areas where seeding may not be effective. Monitor rare plant locations and health. Trails to be created in areas where invasive species will not be easily spread.	Park City, UOL staff	Ongoing

I. FRONT COUNTRY AREA - continued

Objective	Associated Action	Role/Responsibility	Time Frame
Protect Public Recreation & Education	Implement trailhead and monitor trailhead transition. Provide opportunities for practical education out on the land, e.g.: informative hikes, weed pulling events, etc. Incorporate iNaturalist BioBlitz events to increase community science involvement and increase understanding of species on property. Implement Boulderers Trail to popular bouldering area. Monitor use on property in correlation with the WOW and Crest trails.	Park City, UOL staff	Ongoing
Protect Scenic Values	Restore 2-track disturbance emanating from Empire Pass and other 2-tracks not repurposed. Monitor reseeding progress.	Park City, UOL staff	Ongoing



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II. BACK COUNTRY AREA

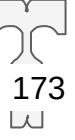
Back Country Area (See table below) (ORANGE)

Areas with multiple Conservation Values with man-made disturbances and potential restoration as well as multi-use potential.

Examples Include: Passive (non-motorized) multi-recreational trails (hiking, biking, equestrian, XC skiing and snowshoeing) Limited trail improvements and amenities, such as picnic tables, backcountry yurts or camping areas, signage.



Objective	Associated Action	Role/Responsibility	Time Frame
Protect Critical Watershed Values and Water Quality	Perform seasonal wetland soil and vegetation transects to determine effects of seasonal compaction and track recruitment and associated health of native hydrophytic vegetation.	Park City, UOL staff	Ongoing
Protect Wildlife Habitat	Ensure trails for specific recreational activities are established or rerouted to limit impacts to wildlife habitat. Install wildlife cameras to track activity and continue to monitor numbers and types of species. Species of special <i>concern should be avoided, wherever possible. Aspen</i> forest should be avoided if possible during wildlife nesting, fledging, rut, fawning, calving and roosting activity. Trail closure is a tool to accommodate wildlife activity. Installation of nesting boxes in aspen-conifer mixed forest.	Park City, UOL staff	Ongoing
Protect Vegetation & Uncommon Rare Plants	Trails maintained to prevent spread of invasive species. Activity limited in areas where sensitive vegetation could be affected. Reseeding to take place as necessary. Rare plant tracking implemented via local experts and possibly iNaturalist events.	Park City, UOL staff	Ongoing
Protect Public Recreation & Education	Create sustainable trail system to enhance user experience. Provide user group designated trails where appropriate. Flag routes associated with new trail alignment. Seek Grantee input and approval. Provide enhanced recreational experience by rerouting Bloods Lake Trail. Prioritize 1 directional single track trail creation. Create regional trail connections. Gates that provide access to the Backcountry in Bonanza Flat Conservation Area, if any, should be appropriately marked with standard backcountry awareness information and ideally with signage indicating the protected nature of the backcountry area as preserved forever through a conservation easement.	Park City, UOL staff	Ongoing
Protect Scenic Values	Ensure new and rerouted trails do not disturb the scenic viewsheds from a distance, e.g.: from scenic highways. No trail cuts should be made on visually vulnerable, steep slopes. Minimize trails that need switchbacks in highly visible areas.	Park City, UOL staff	Ongoing

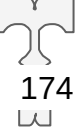
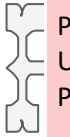




III. HEADWATERS AREA

Headwaters Area (See table below.)(RED)

Areas with a greater concentration of Conservation Values and limited or no man-made disturbances.
Examples include: Limited to primitive hiking or snowshoe only trails.



Objective	Associated Action	Role/Responsibility	Time Frame
Protect Critical Watershed Values and Water Quality	Evaluate seedbanks, raking, matting and appropriate signage and barriers to be put in place for trail decommissioning, restoration of multiple trails stemming from the Guardsman Pass area. Continue to monitor various water sources with assistance from partners such as DWQ and USU. Adopt and follow water testing protocol for routine testing in the spring, summer, and fall – measuring for and tracking any impairment.	Park City, UOL staff	Ongoing
Protect Wildlife Habitat	Establish limitations on trail use. Regularly monitor wildlife activity and track migration as well as behavioral patterns to evaluate use impacts. Reduce conflicts between recreational corridors and known areas for species of special concern. Install nesting boxes in aspen-conifer mixed forest. Trail closure should be cognizant of wildlife cycles (i.e. nesting, fledging, calving, roosting, etc).	Park City, UOL staff	Ongoing
Protect Vegetation & Uncommon Rare Plants	Locations of rare species will remain on file for the purpose of management and should be monitored frequently. Sharing of locations of certain species publically is not advised due to poaching concerns. Measure parameters of sensitive vegetation; no trails to be established where invasive species may be carried into these areas. Continue to collect data to ensure these boundaries do not diminish.	Park City, UOL staff	Ongoing
Protect Public Recreation & Education	Monitor recreation to make certain that human-powered passive recreationalists on foot and snowshoe will have areas to enjoy. Survey hikers and users regarding trail use and enjoyment to determine modifications.	Park City, UOL staff	Ongoing
Protect Scenic Values	Inspect viewsheds from Northwest and Southwest whilst establishing new trail routes Enforce no parking zones for minimal impact to scenic Conservation Values.	Park City, UOL staff	Ongoing



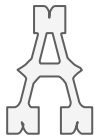
PART FIVE

ADAPTIVE MANAGEMENT

Balance is a foundational principle of adaptive management. The balance of management roles between Park City as the landowner and Utah Open Lands as the easement-holder is a proven way to protect the Conservation Values, and adhere to the guiding document, the Conservation Easement.



Every management action has the potential for unintended consequences, and management decisions require flexibility. Adaptive management is a strategy for remaining adjustable and responsive to changes while continuing to implement sound management decisions. It is an approach to land protection that recognizes the unpredictable nature of a complex ecosystem, embraces multiple problem-solving strategies, and allows for adjustments to be made along the way. By combining research, monitoring, and active management, adaptive management allows the knowledge gained from current work to be applied to future decisions and to facilitate management goals.

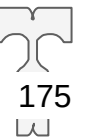


The main tenant of adaptive management is continual assessment. Balancing of Conservation Values by evaluating the results of implemented practices ensures protection of these values as the land changes over time. Analyzing consequences that occur as the result of violations to the Conservation Easement or unexpected effects of implementing permitted uses shifts management choices. When it is determined that a threat or an impairment to a Conservation Value is anticipated, or conversely, when a desired outcome has been achieved as a result of implemented actions, the practices moving forward should be adapted accordingly. Understanding and predicting enhancement trade-offs and effects of certain actions is crucial. Creating a structure of adaptive management triggers will be of utmost importance in creating a clear line of decision making and proactive communication.

I. TRIGGERS FOR ADAPTIVE MANAGEMENT



Adaptive management should be implemented under certain specific conditions. When management strategies outlined in Section 4 of this plan are sufficient and clear, those management strategies should be employed. It is impossible to cover any and all future management decisions in that section, and so management problems that are not covered in Section 4 should involve robust decision making. Furthermore, actions that violate the specific language of the Conservation Easement and significantly degrade the Conservation Values will be enforced.



I. TRIGGERS FOR ADAPTIVE MANAGEMENT - continued

Characteristics of problems that would trigger Adaptive Decisions include:

1. Long-term (multi-year) or permanent **negative effects** on the Conservation Values of the Property.
2. Large-scale (> 10%) effects on the Property.
3. Restoration of the Conservation Values would be difficult or impossible to restore as a result of management practices.
4. Halting actions or practices that would result in impairment of the Conservation Values.
5. Degradation of Conservation Values to a point in which they have been determined to have fallen below benchmarks of health originally recorded.
6. Structural or landscape-wide impacts. Roads, ponds, utilities, or other structures; timber harvests not conducted according to required best practices; subdivision of land; clearing large areas of vegetation; etc.
7. Fire and Forest Health: Decisions that effect the greater forest ecosystem or large-scale fire management.
8. Management actions that require public input.



II. ADAPTIVE MANAGEMENT

Management of Bonanza Flat Conservation Area is adaptable. Ideally, Section 4 of this plan provides significant guidance for management, but not all situations are predictable. Regardless of management actions identified, the Landowner should reach out to Utah Open Lands to provide information, discuss alternatives when appropriate, and strategize best practices. Appropriate Utah Open Lands and Park City Municipal representatives should *both* be involved in each and every step of this process. Scope and scale of the projects at hand will determine who from each organization should be a part of the process incumbent upon grantor and grantee to inform, notice, and determine. For example, routine invasive control on a ¼-acre plot could be managed by a UOL Stewardship Assistant and a PC Open Space and Trails Staff, but a full-redesign of the trail system and subsequent implementation would garner insight from UOL's executive director and board, the PC Council, and detailed input and studies from appropriate experts and should be compliant with all jurisdictional rules and regulations. The following steps should be followed for every adaptive decision:

1. ASSESS

- a. Adaptive decisions begin with an evaluation of the problem. The following components must be included in the assessment process:
 - i. Determine objectives of the management action.
 - ii. Objectives can be small-scale or large-scale, focusing on a small section of land, or effecting the entire property. A small scale objective could be “controlling invasive species around Bloods Lake” or “grading the Bonanza Flat Trailhead”. A large scale objective could be allowing backcountry camping.
- b. Determine methods that achieve the objectives.
 - i. Compare past projects, employ outside or expert knowledge, and be creative in trying new methods that could be more beneficial or effective than past methods. Best management practices stem from ‘lessons learned’. A specific method could be “mowing sage brush stands” or “manual removal of thistle” as opposed to “chemical removal,” especially around ecologically sensitive areas like wetlands.
- c. Predict possible outcomes and monitor predictions.
 - i. Making educated predictions about management action outcomes is crucial. For example, we might predict that a treatment of mowing sage brush will promote the growth of native grasses and young sage. If later monitoring reveals high levels of invasive species, sage brush mortality or lack of regrowth, future treatments might have to be modified or abandoned.
- d. Determine metrics for success of management actions.
 - i. Identifying metrics, establishing proactive pre-action and post-action monitoring, and engaging robust evaluation is critical. Utilize the Baseline Documentation to create initial benchmarks.
- e. Identify uncertainties.
 - i. While making an adaptive decision, uncertainties may abound. To minimize unpredictability, the decision maker should distinguish between *need-to-know* and *nice-to-know* facts. For example, it might be nice to know the historic composition of the forest in a certain area, but this information is unlikely to be critical in creating treatments for present issues. A need to know fact would include qualified Aspen stand transects with regeneration and recruitment numbers.

II. ADAPTIVE MANAGEMENT - continued

2. DESIGN

If there is a lack of clarity in what actions should be taken, experimentation on a small-scale before creating a large-scale management action is recommended. Testing and comparing plausible solutions may help resolve uncertainties in management decisions. The design should address the specific problem or issue, therefore specificity in identifying the problem is key.

3. IMPLEMENT

Implement the designed management solution. Maintain accurate, up-to-date records of progress on the management project. Deviation from the original plan should be recorded, so that the end-result can be effectively evaluated for success. For example, if the original intention for a project is to employ chemical solutions to a section of land to control invasive species, but physical removal of the invasive species is used instead, that should be recorded to evaluate the metrics for success.

4. MONITOR

General monitoring of the Property is a routine best practice that Utah Open Lands employs on all properties on an annual-or-greater basis. In the case of adaptive management solutions, direct monitoring of specific management sites within defined monitoring protocols is vital in assessing project progress and creating future management decisions. Monitoring the same metrics for success across various management tactics will educate land managers on future best-practice solutions. Monitoring protocols should be standardized in a manner that makes decisions comparable via quantitative and qualitative assessments. Indicators to be monitored should be created and documented as a part of Step 1 in the adaptive decision. For example: Yellow Toadflax has spread from the private properties on the SE side of Bonanza Flat Conservation Area on to the open space. As a recorded invasive in the Baseline, a monitor would know where recent Yellow Toadflax spread has occurred, in comparison to the Baseline.

5. EVALUATE

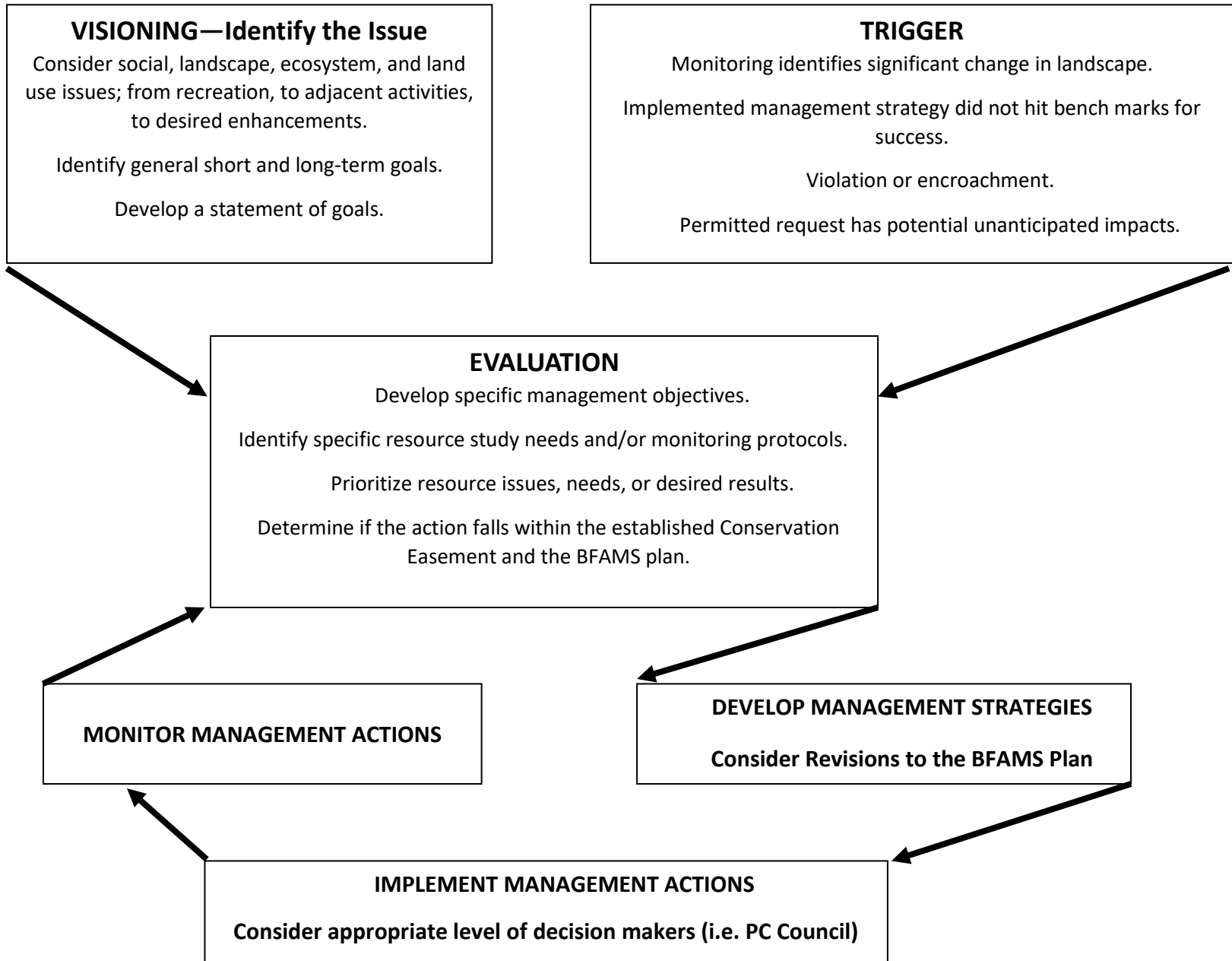
Once reputable and clear data emerges about the metrics from a project, the data should be evaluated. Ideally, monitoring of a project should be ongoing, as frequent as possible, and those metrics will likely change over time. Aforementioned metrics should be updated when possible, and changes can and should be made in management if they will have a positive impact in achieving the specific goals of the project. However, after a solution has been applied to a problem, the results should be compared to the predicted results from Step 1. Evaluation will help create the next set of management solutions.

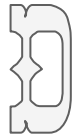
6. ADJUST

Adaptive management is flexible, adjustable, and should be designed as such. This final step is what makes adaptive management so useful. Evaluating the results of a management decision allows for future adjustment of plans, treatments, and policies implemented on the Property. If some uncertainties identified in Step 1 were not resolved, this is the time to redesign adaptive solutions based on these new findings.

Creating adaptive management solutions can be complicated, and often there will be inter-jurisdictional stakeholder and agency opinions and differing strategies that are offered as solutions to a single problem. Although input from multiple sources may and can be sought, ultimate authority for most decisions shall rest with Park City, provided they inure to the benefit of the Conservation Easement and therefore the protection of the Conservation Values of Bonanza Flat Conservation Area. In the case that there is a disagreement between Park City and UOL stewardship staff regarding any management issue, a higher level of analysis will be triggered that includes UOL's Executive Director, COSAC and the Park City Municipal Council.

THE ADAPTIVE DECISION CHART





II. ADAPTIVE MANAGEMENT - continued

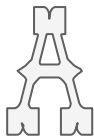
For the purposes of this plan, monitoring efforts have been divided into three discrete categories: annual monitoring, resource monitoring and action monitoring.



III. MONITORING

Annual

Utah Open Lands has a well-defined monitoring policy for the monitoring of Conservation Easements. Annual monitoring efforts are conducted at minimum of once per year by staff or qualified stewardship individuals with the purpose of evaluating the current condition of Conservation Values for each specific Conservation Easement. Monitoring combines ground proofing and user input around areas of high use and high level of sensitivity. Significant off-trail, aerial and boundary monitoring will occur as well. These monitoring efforts may find opportunities or issues not addressed in this plan, which will be provided to the landowner at minimum of an annual basis to incorporate into adaptive management strategies.



Resource Monitoring

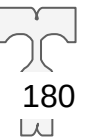
Wildlife and habitat monitoring will continue to occur through annual UOL monitoring visits, as well as seasonally when appropriate. By selecting key habitat attributes for monitoring, such as location, size of area, migration corridors and elevation, UOL will be able to track both movement and behavioral patterns of several species over an extended period of time.



Wildlife habitat will be considered at a landscape level, while also tracking specifics like browse, nesting and roosting activities, population size, etc. Fragmentation, habitat compressing, and identified stressors will be monitored as well.



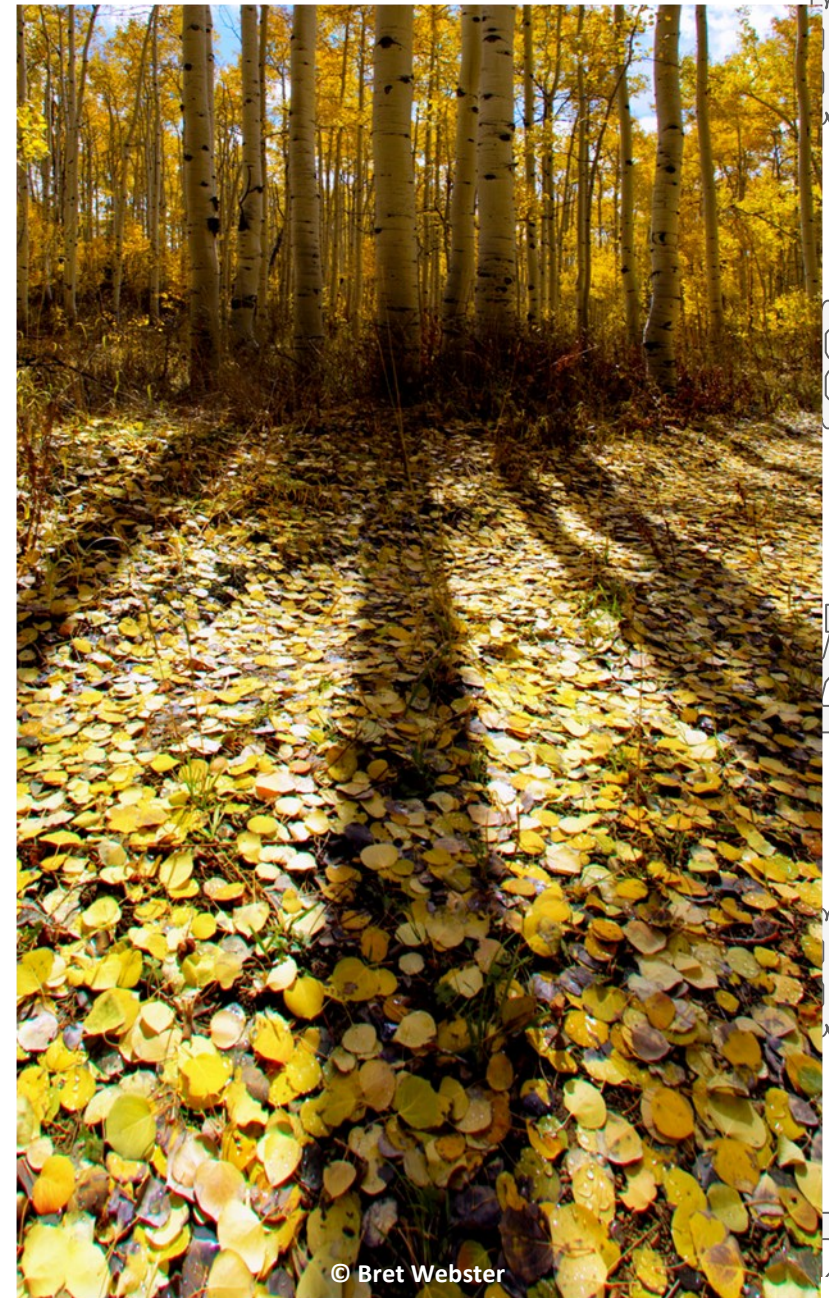
Decreasing human in sensitive areas will decrease habitat damage, and lessen stressors that are human induced. Balancing recreational use and utilizing recreationalists as a tool in management of Elk, for example, will aid in sustaining the carrying capacity of the land for all species.



Resource monitoring will create a metric with which to understand the condition of the Conservation Values. The conditions of the recreational trails and improvements (such as signage, kiosks, bridges, etc.) require periodic monitoring in accordance to standard operating procedures. Riparian corridors are defined as areas of high sensitivity, and a specific monitoring protocol will be established to evaluate the health and conditions of such areas. Protocols will include the monitoring of physical, chemical and biological water quality parameters as well as vegetative health. Additional resource monitoring efforts will include bird surveys, water quality testing, invasive weed mapping, wildlife camera traps, parasitic infestation surveys and vegetation transects. In addition to supplementing the annual monitoring, resource monitoring has the benefit of engaging and educating the public the consequences of actions and the tangible value of the conservation resources. Resource monitoring efforts will be implemented by UOL.

Action Monitoring

After deciding to conduct a management action identified in this plan, appropriate monitoring protocols must be implemented to ensure the success of the action. For example, if it is determined that volunteers will be used for the mechanical removal of an invasive weed, proper “before and “after” images should be documented, as well as the condition of the action site during the following year. If it is determined that the action is ineffective in achieving the desired goal or that the action is having unexpected consequences, the BFAMS Plan must be adapted to address the issue. A plan must include specifics about what will be monitored, when, and by whom, as well as an explanation of how possible results of the monitoring will be interpreted for adapting the BFAMS Plan.



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IV. FUTURE MANAGEMENT ACTIONS

Future external pressure on the Property from both natural and man-made sources will necessitate management activities. Climate change, invasive species, nearby habitat destruction, access and population growth all have the potential to change the management priorities to meet the stated goals of the Property. While not an exhaustive description of all future issues, the aforementioned actions should be considered in the long term adaptive management of the Property. Triggers have been defined to initiate the associated management action, although action should be taken preemptively where possible.

Involving UOL early in stewardship decisions helps to ensure good decisions with high probability of being effective and avoiding violations to the Conservation Easement. Some conditions for which it is advisable to engage UOL are listed below:

- Special ecosystem information is desired.
- Conservation Easement language interpretation.
- Expert input is sought.
- Outside funding or other resources are desired.

All major decisions require input from both Park City and Utah Open Lands.



Part of the process when following the BFAMS Plan will be to determine whether a decision that needs to be made is minor or major. Following the BFAMS Plan by implementing its guidelines provides several benefits for Bonanza Flat Conservation Area. It ensures that stewardship decisions are well researched, so that outcomes are as likely as possible to be positive. Implementing the BFAMS Plan provides insurance against violating the terms of the Conservation Easement; the possibility of violating the Conservation Easement is much smaller when the BFAMS is implemented.



V. FUTURE DOCUMENTATION

Documentation informs stewardship. Experience shows that documentation can be difficult and subjective. Therefore it is essential that documentation include the following set of criteria:

- Complete – will include all necessary information.
- Standard – will contain the same elements for every decision.
- Real-time – completed during the decision process rather than afterwards.
- Concise – components need to be as simple as possible, focused on important information.
- Archived – the product will be saved and referenced.
- Easy – To be useful, the documentation process needs to be as easy as possible.



VI. ACTION TYPES

Management actions should be evaluated for need, timing, potential benefits, costs, and risks. Questionable, arbitrary, or unnecessary actions should be readily put aside or re-evaluated.

Conservation action is a category of action intended to solve apparent ecosystem problems. An example of this type of action is the removal of dead Douglas-fir trees that have been infested with Douglas-fir beetles. Conservation actions should have a high probability of solving or preventing the problem with as low of a risk as possible for exacerbating the problem or for causing other problems for Conservation Values. It should be noted that conservation actions are intended to protect high quality Conservation Values. Successful conservation actions will favor a self-sustaining, healthy ecosystem.

Community action is a category of action intended to solve community recreation, safety, education or human activities which may conflict with other Conservation Values. These actions could affect the ecosystem but are not taken in response to immediate or foreseeable ecosystem issues. An example of this type of action is creation of a new trail to expand certain recreational opportunities. Community actions should avoid impacts to other Conservation Values.



VII. PROHIBITED USES

CAMPING

- Camping is defined in the Conservation Easement as a prohibited use, unless it is in conjunction with an authorized use.
- Man-made fires are also prohibited, except in connection with fire suppression activities permitted within the Conservation Easement.
- As such, signage should be posted at all trailheads and sites of past camping that inform users of the camping and man-made fire restrictions.
- Consistent monitoring of area for signs of camping, particularly in areas of historical use.
- Denuded land will be raked, revegetated and restored.

DESIRED OUTCOME

- As a result of camping prohibition:
 - Trash along popular camping areas will be eliminated.
 - Watershed values will be protected as human waste as a result of camping is eliminated.
 - Ecosystem health improved in restored areas.



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During the compilation of the Resource Inventory research, cars and campers were spotted in places along with campfires rings. Fire rings were found in the Bloods Lake Trailhead and Bonanza Flat Trailhead, around Bloods Lake, Lake Lackawaxen and other areas. Denuded areas of land around these campfire rings were a common result.

VII. PROHIBITED USES - continued

SNOWMOBILE USE

Motorized use is prohibited on the property except on designated roads and safety corridors. A consideration to provide safety corridors when travel on existing roads creates hazardous conditions to ensure passage to adjacent private and recreational lands, allows for minimal snow mobile use. Safety corridors can be designated at the discretion of the landowner in consultation with Utah Open Lands.

MANAGEMENT STRATEGY

- Creation of designated safety corridors.
- Existing paved roads are appropriate for motorized use.
- Prohibit recreational use.
- Monitor corridors and property frequently for improper use.
- Request users of the safety corridor have vehicles in sound working order.
- Gates, flagging, poles and reflective markers that indicate access points, corridors and designated routes to facilitate safety use.
- Signage posted at and along corridors that explicitly states prohibition of recreational use.
- Any safety corridors noted for snowmobile use on the Property shall avoid impact to wetlands.
- Post educational signage at access points .

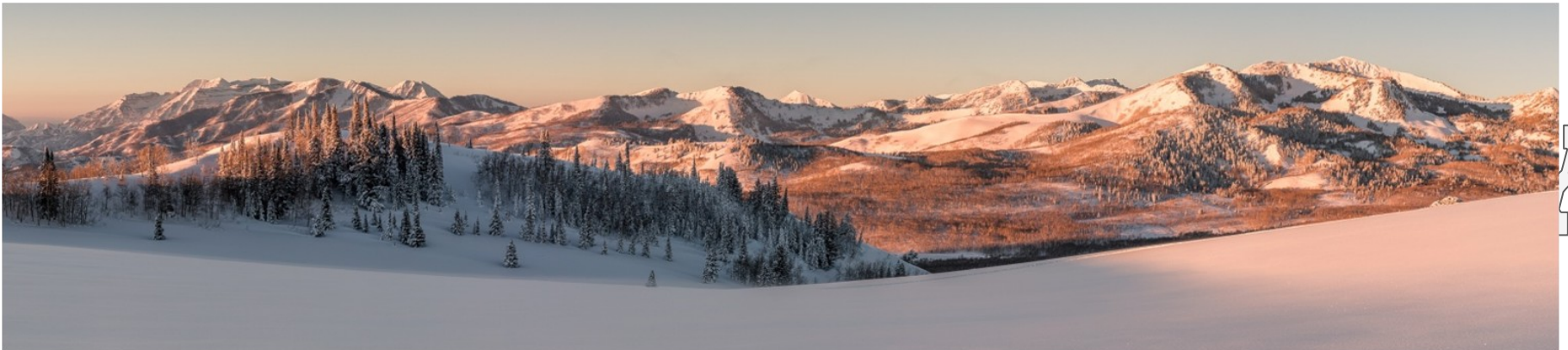
DESIRED OUTCOME

- Minimized conflict between snowmobile use and other recreational uses.
- Restoration of areas traditionally overused by snowmobiles.
- Conservation Values maintained by reduction of sound pollution, traffic, and broken vehicles left on property.
- Conservation Values maintained by reduction of wetland disturbance, and watershed pollution.
- Facilitate greater safety behavior, use, awareness and practices.
- Eliminate hazardous behavior like high marking and avalanche triggers.
- Eliminate wildlife harassment and stress.



CONCLUSION

Adaptive responses will remain a vital part of protecting the Bonanza Flat Conservation Area's unparalleled value. It is hoped that adjacent landowners, along with the general public, will reflect on how their engagement in and around Bonanza Flat impacts the collective conservation of this landscape. Adapting management decisions based on stewardship, will create a dynamic, fluidity to this Plan. Honoring the intention of its preservation is the goal of this plan from the Conservation Easement to the implementation of trailheads and a defined trail system. From watershed and snow storage values, to multiple recreational pursuits, careful management is the goal of this plan to ensure that this land is as unique and valuable for future generations as it is today. The protection of the delicate interplay of the ecological system on Bonanza Flat Conservation Area while providing for meaningful engagement through recreational experiences will require that all users become best stewards.



BONANZA FLAT CONSERVATION AREA ADAPTIVE LAND MANAGEMENT PLAN

PREPARED BY:

UTAH OPEN LANDS CONSERVATION ASSOCIATION
1488 S MAIN ST, SLC, UT 84115

(801) 463-6156
www.UtahOpenLands.org



Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Hannah Tyler

Submitting Department: Planning

Item Type: Work Session

Agenda Section:

Subject:

5:15 p.m. - Deer Valley Resort Base Area Parking Update

Suggested Action:

Attachments:

[Deer Valley Resort Base Area Parking Update Staff Report](#)

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

[Exhibit B: Planning Director's Administrative Approval Conditions for Deer Valley Resort Parking Lot #5 Expansion](#)

[Exhibit C: Approved Site Plan - Deer Valley Resort Parking Lot #5 Expansion](#)

[Exhibit D: August Park City Engineering Department Deer Valley Drive Memo](#)

[Exhibit E: October Fehr and Peers Deer Valley Drive Memo](#)

[Exhibit F: December Park City Engineering Department Deer Valley Drive Memo](#)

[Exhibit G: August 14, 2019 Deer Valley Resort Presentation Slides](#)

[Exhibit H: August 27, 2019 Technical Report Regarding Parking Mitigation Measures at Deer Valley Resort](#)

[Exhibit I: Public Safety Overflow Parking Directive \(protocol\)](#)

[Exhibit J: Phase I Deer Valley Drive Reconstruction City Council Staff Report](#)

[Exhibit K: Phase II Deer Valley Drive Reconstruction City Council Staff Report](#)

[Exhibit L: Draft Operational Plan](#)

City Council Staff Report



PLANNING DEPARTMENT

Subject: Deer Valley Resort – Snow Park Base Area
Parking Update and Public Right-of-Way Over-Flow Regulation
Author: Hannah M. Tyler, AICP, Senior Planner
Date: December 19, 2019
Type of Item: Work Session

Purpose:

The purpose of this Work Session is for Deer Valley Resort to discuss the following:

1. *Update:* Base Area Parking Lot #5 Expansion
2. *Update:* Employee and Visitor Transportation and Parking Mitigation Efforts
3. *Direction Requested:* Limited Use of the Public Right-of-Way on Deer Valley Drive for Overflow Parking

Background:

Deer Valley Drive History

Deer Valley is currently signed “No Parking”. The existing striping allows for a flex space between the west sidewalk and southbound travel lane. This adds an element of safety for pedestrians on the adjacent sidewalk, but creates substandard shoulders for parking. Deer Valley Drive was reconstructed in two (2) phases:

- Phase 1 (2013): Roundabout to StoneBridge Circle (City Council Staff Report is Exhibit J)
- Phase 2 (2015): StoneBridge Circle to Deer Valley Drive North, just past Doe Pass Road. (City Council Staff Report is Exhibit K)

The Deer Valley Drive Reconstruction Projects were funded through the Small Urban Fund Program. This means walkability was likely the driving force for the project (wider sidewalks, bus pullouts, improved lighting, etc.) Design and construction plans show the travel lanes and flex space were not changed during the project. During Phase II, the existing gutter was removed and new concrete roll gutter was installed in the same location. The 8’ sidewalk was installed at the back of the concrete roll gutter within the previously landscaped area between the Deer Valley parking lots and Deer Valley Drive pavement. Today’s pavement width and existing Right-of-Way is consistent with the 1984 Streets Master Plan. This section of Deer Valley Drive is designated a Major Residential Collector in the Traffic and Transportation Master Plan (TTMP).

Deer Valley Resort Parking and Base Area History

For a brief history, please review the presentation slides in Exhibit G. On August 14, 2019, the Planning Commission reviewed and provided direction for the Snow Park base area parking lot #5 expansion in response to concerns raised during the 2018-2019 ski season ([Staff Report, page 18](#) and [Minutes, page 4](#)). During the 2018-2019 ski season, of which was arguably the most successful and busy to date, Deer Valley Resort exceeded their parking allocations within “Section G. Off-Street Parking of the Development Agreement” because the capacity of the surface parking lots was exceeded on more than 10% of operating days which was 13 days for the 2018-2019 season.

The Planning Commission approved the Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit (known herein as “the Development Agreement”) in 2016, and the full Development Agreement is included as Exhibit A. Section G., Off-Street Parking of the 2016 Development Agreement, states:

Parking required with relation to each portion of the Project shall be based upon Code as in effect

at the time application for a building permit for such portion of the Project as is filed with City. For purposes of calculating required parking, the Project shall be deemed to be zoned Residential Development District (RD) Master Planned Developments (MPD). Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space.

If the capacity of the surface parking lots in the Snow Park Community¹ is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission.

In addition, the City and Deer Valley Resort have a long and collaborative history as partners in terms of mutually beneficial and shared use of their parking lots. For example, large events held in Park City frequently utilize these lots to accommodate overflow and satellite parking. Nonetheless, while the past ski season was an incredible opportunity for our community with record snowfall, it also brought impacts including increased volume of daily visitors and parking lot capacity.

Exceeding capacity of the surface parking lots during the 2018-2019 ski season exacerbated existing traffic and congestion during the PM peak egress, and additional on-street parking (+/- 80 vehicles) within the Deer Valley Drive Right-of-Way during a heavy snow year resulted in conflict with City transit busses and guests walking in the travel way.

Updates:

1. Base Area Parking Lot #5 Expansion

Planning Commission provided direction to expand Parking Lot #5 by approximately 80-90 parking spaces. The Development Agreement provides Planning Commission with authority for parking lot expansions should overflow parking be exceeded during any single ski season. Planning Commission determined that parking lot #5 could be expanded and the work was completed in November. The Grading Permit was issued with Conditions of Approval by the Planning Director which included consideration of updated parking plans by Deer Valley Resort (See Exhibit B). The total parking spaces within the Snow Park parking areas increased from 1,250 to at least 1,340 spaces. The 1,340 spaces will be the new baseline ski area parking count upon development of the Snow Park base area, unless adjusted by the Planning Commission at time of application review. The approved site plan for the expansion is included as Exhibit C.

The approval of the Parking Lot #5 expansion specified no further use of Deer Valley Drive would be allowed until either the Planning Commission approved amendments to the MPD or the City Council changed the regulations directly. Since Deer Valley Resort is not proceeding with further land use approvals at this time, City Council has the authority to review the request and direct the City Manager to modify the parking regulations pursuant to [Municipal Code 9-1-5](#), which states:

9-1-5 Regulation Not Exclusive

The parking regulations established by this Title are not all encompassing, and additional regulations may be established by posting permanent or seasonal signs stating the additional regulation imposed, or by police officers directing traffic during periods of heavy traffic volume or during periods of emergencies, or during special events as designated by the City Manager.

2. Employee Parking Mitigation Efforts

¹ The Snow Park Community is generally defined as the areas north of the Snow Park Lodge including the parking lots, snowmaking ponds, and adjacent Multi-Unit Dwellings within the base area periphery.

In August 2019, Deer Valley Resort provided an update on their employee housing (423 beds), transportation efforts, and employee benefits package to highlight their aggressive employee transportation and parking mitigation efforts (Exhibit G and H). Since then, Deer Valley Resort reports that they have added another housing location at Utah Olympic Park and increased their employee housing bed count to 468 – which represents 17% of total Staff at Deer Valley and 20% of the total seasonal Staff count. Deer Valley Resort has shuttles from the new housing at Olympic Park to the Kimball Junction Transit Center in addition to the ridesharing application that the City coordinates which is now utilized by their employees in order to change travel behaviors by incentivizing alternative modes of transportation and carpooling.

Direction Requested:

3. Temporary Use of the Deer Valley Drive Public Right-of-Way for Overflow Parking

Does City Council desire to direct the City Manager to modify Parking Regulations (pursuant to Municipal Code 9-1-5) on Deer Valley Drive to allow overflow on-street parking when Deer Valley Resort parking lots are at capacity? If so, would use continue to be limited to no more than 10% or more of the days during any single ski season.

While Deer Valley proposes to actively manage any overflow parking events, it is important to note the any on-street overflow parking would be available to the public and not exclusively Deer Valley Resort guests. Staff recommends City Council review the three (3) reports analyzing Deer Valley Drive's On-Street Parking capabilities and employee and guest transportation plans. Staff has provided summaries of the three (3) reports below:

Report #1 - August Park City Engineering Department Deer Valley Drive Memo (Exhibit D):

Prior to the August 14, 2019 Planning Commission meeting, the Park City Engineering Department conducted a review of the Deer Valley Drive Right-Of Way in order to evaluate and establish an acceptable capacity and safety analysis of on-street parking (known herein as August PC Memo). The August PC Memo recommended that on-street parking could be accommodated on the west side of Deer Valley Drive between Parking Lot #1 and Parking Lot #5 provided operational standards are met through management and maintenance practices (see red study area in Figure 1).

Report #2 - October Fehr and Peers Deer Valley Drive Memo (Exhibit E):

Deer Valley Resort commissioned an on-street parking study report (known herein as October DVPS) by Fehr and Peers that indicated on-street parking should be limited to the west side of Deer Valley Drive; however, the study area included the length of Deer Valley Drive from Parking Lot #1 to the Deer Valley Drive wye intersection (yellow study area - Figure 1).

Report #3 - December Park City Engineering Department Response to DVPS (Exhibit F):

The Park City Engineering Department reviewed the October DVPS Memo and confirms that on-street parking should be limited to the west side of Deer Valley Drive (known herein as December PC Memo). However, the City Engineer's Report concludes that on-street parking should stop at Lot #5 for several reasons:

- North of Parking Lot #5, the road cross section narrows and the shoulders widths become variable increasing potential conflicts with transit access and operations;
- There are four (4) tee intersections north of Parking Lot #5, and the road alignment contains a series of curves further complicating parking and limiting line of sight; and,
- A fire station is located in the northwest corner of the loop, which needs to have unrestricted access from the fire station west to the intersection.

Future discussion regarding on-street parking for Deer Valley Resort events should also be limited to the section of Deer Valley Drive located adjacent to the resort parking lots #1-5. According to Figure 11 of the October DVPS Memo, this will reduce the potential on street

parking from 187 on-street parking spaces to approximately 50 on-street parking spaces. When the on-street parking spaces are combined with the parking lot #5 expansion, this could yield at least 130 parking spaces depending on parking efficiencies.

For the areas where both reports recommend allowing on-street parking, the proposed cross sections of the roadway vary. The October DVPS recommends 11 foot travel lanes with a 10 foot parking strip. The Park City design standards, noted in the August PC Memo, require 12 foot travel lanes which are consistent with the TTMP functional classification. Because of the high traffic and pedestrian volumes that often coincide with the on-street parking, the Park City Engineering Department recommends maintaining 12 foot travel lanes, which, if Council supported, would eventually require restriping and reducing the east shoulder width accordingly. City staff (Engineering, Transit, Streets and Public Safety) is prepared to support limited overflow on-street parking consistent with the Development Agreement.

Figure 1: Study Area Comparison / Location Map (Exhibit F)



Staff has identified two (2) options for the City Council to consider:

Option #1: Direct the City Manager to modify Parking Regulations (pursuant to [Municipal Code 9-1-5](#)) on Deer Valley Drive to allow on-street parking for Deer Valley Resort guests on no more than 10% of the days during any single ski season.

Staff recommends developing an Operational Plan (Draft attached as Exhibit L) between the City and Deer Valley Resort which contains, at a minimum, the following:

- Deer Valley Resort shall contact Park City Transportation Manager at least 24 hours in advance of peak ski days that are expected to exceed parking capacity.
- Pre-approved variable message sign shall be placed/activated at the divergence of the two (2) stretches of Deer Valley Drive indicating parking lots are full and directing overflow parking to the east or southbound leg.
- “No Parking Signs” adjacent to the parking lots shall be bagged in order to avoid driver confusion. No other sign bagging shall occur without prior approval. Additional No Parking Signs shall be placed in the shoulders whereby the Resort formally overflowed – at least

for year 1.

- The Park City Police Dispatch and Transportation Manager shall be alerted by Deer Valley Resort on the days that overflow parking will be allowed on Deer Valley Drive. The current Public Safety Overflow Parking Directive (protocol) is included as Exhibit I. Transportation Manager shall notify UDOT Traffic Operations Center of overflow status to actively manage transportation system upon PM peak egress.
- Transportation Manager shall activate City-owned VMS on Deer Valley Drive, if available.
- Additional snow removal shall be completed by Deer Valley Resort on the western Deer Valley Drive sidewalk and adjacent snow berm prior to an overflow parking event.
- Deer Valley and Park City Transportation shall make all reasonable effort to utilize social media to alert public of overflow status and promote the use of transit.

Option #2: Prohibit parking on City Right of Way for Resort Overflow Parking.

Determine that the existing Parking Regulations remain in place with no exceptions for overflow skier traffic to Deer Valley Resort during the ski season.

Department Review:

This staff report was reviewed and drafted in coordination with the Legal, Streets, Economic Development, Executive, Transportation Planning, Engineering, Special Events, Police, and Planning Departments.

Exhibits:

- Exhibit A: Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit
- Exhibit B: Planning Director's Administrative Approval Conditions for Deer Valley Resort Parking Lot #5 Expansion
- Exhibit C: Approved Site Plan - Deer Valley Resort Parking Lot #5 Expansion
- Exhibit D: August Park City Engineering Department Deer Valley Drive Memo
- Exhibit E: October Fehr and Peers Deer Valley Drive Memo
- Exhibit F: December Park City Engineering Department Deer Valley Drive Memo
- Exhibit G: August 14, 2019 Deer Valley Resort Presentation Slides
- Exhibit H: August 27, 2019 Technical Report Regarding Parking Mitigation Measures at Deer Valley Resort
- Exhibit I: Current Public Safety Overflow Parking Directive (protocol)
- Exhibit J: Phase I Deer Valley Drive Reconstruction City Council Staff Report
- Exhibit K: Phase II Deer Valley Drive Reconstruction City Council Staff Report
- Exhibit L: Draft Operational Plan

When recorded, Mail to:
 Park City Recorder
 PO Box 1480
 Park City, UT 84060

**DEER VALLEY RESORT TWELFTH AMENDED AND RESTATED
 LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
November 30, 2016**

WHEREAS, Royal Street Land Company, a Utah corporation ("Royal Street") heretofore submitted to the Planning Commission of Park City ("Commission") certain items with relation to a residential, commercial, and recreational development project known as Deer Valley / Lake Flat Area Development ("Project") which items were listed in the original Permit granted for the Project by Commission and are incorporated herein by reference; and

WHEREAS, Commission found that such items submitted by Royal Street complied with and satisfied all applicable requirements of the Park City Land Management Code as then in force, to permit the construction of the Project as a planned unit development pursuant to the planned unit development exception then contained in the Park City Land Management Code; and

WHEREAS, Commission heretofore issued to Royal Street a Special Exception Permit dated September 27, 1977, with relation to the Project, which Special Exception Permit was amended by an Amended Special Exception Permit dated June 27, 1979 issued to Royal Street and by a Second Amended and Restated Special Exception Permit dated January 27, 1982, a Third Amendment to Special Exception Permit dated May 17, 1984, a Fourth Amendment to Special Exception Permit dated February 21, 1985, a Fifth Amended and Restated Special Exception Permit dated December 23, 1986, a First Amendment to Fifth Amended and Restated Special Exception Permit dated November 29, 1989, a Second Amendment to Fifth Amended and Restated Special Exception Permit dated April 11, 1990, a Sixth Amended and Restated Special Exception Permit dated October 10, 1990, a Seventh Amended and Restated Large Scale Master Planned Development Permit dated April 14, 1993, an Eighth Amended and Restated Large Scale Master Planned Development Permit dated April 25, 2001, a Ninth Amended and Restated Large Scale Master Planned Development Permit dated June 28, 2006, a Tenth Amended and Restated Large Scale Master Planned Development Permit dated August 12, 2009, and an Eleventh Amended and Restated Large Scale Master Planned Development Permit dated March 23, 2011, which were issued to Deer Valley Resort Company ("Permittee"), as assignee and successor to the rights of Royal Street under the Special Exception Permit; and

WHEREAS, Permittee and Commission desire to further amend and restate the Large Scale Master Planned Development Permit to reflect actions approved by the Commission with respect to the combination of vacant Deer Valley MPD Silver Lake Village Lots F, G, and H into one Lot I and to transfer 843 square feet of existing residential density (0.4215 unit equivalents (UE)) from Deer Valley MPD Silver Lake Village Lot D (existing Goldener Hirsh Inn) to the new Deer Valley MPD Silver Lake Village Lot I, to accommodate connection, access and circulation between the Goldener Hirsch Inn on Parcel D and the future Goldener Hirsch Residences proposed on Parcel I.

WHEREAS, Permittee has requested modification to the Large Scale Master Planned Development Permit and Commission is willing to grant said modifications as herein set forth; and

WHEREAS, Commission finds that it is in the best interest of Park City and its citizens that Permittee be granted the right to construct and develop the Project as a Master Planned Development in accordance with the Park City Land Management Code passed and adopted December 22, 1983, effective January 1, 1984 as the same has been amended by Ordinance to the date hereof (herein designated the "Code") and in accordance with the Large Scale Master Planned Development Permit as amended and restated hereby.

NOW THEREFORE, the Large Scale Master Planned Development Permit is hereby amended and restated to authorize and grant the right, and Permittee is hereby authorized and granted the right, to develop and construct the Project, subject to Planning Commission approval of any required Conditional Use Permits for site specific development and City Council approval and recordation of any required subdivision plats, as outlined and detailed in this: (A) Twelfth Amended and Restated Large Scale Master Planned Development Permit ("Permit") including the Exhibits hereto and those documents and items submitted by Permittee as aforesaid, as a Master Planned Development pursuant to the Master Planned Development provisions contained in the Code; and, (B) the Agreement dated July 12, 1978, between Park City, as "City", and Royal Street, as "Royal Street", as amended by an Amendment to Agreement dated May 29, 1978, a Second Amendment to Agreement dated April 3, 1980, a Third Amendment to Agreement dated August 21, 1980, as amended and restated in its entirety by a Fourth Amendment and Restatement of Agreement, a Fifth Amendment to Agreement dated May 17, 1984, and a Sixth Amendment to Agreement dated February 21, 1985, and all subsequent amendments, which are all incorporated herein by reference and which Agreement as so amended is herein referred to as the "Agreement", and as such Agreement may hereafter be further amended from time to time. Park City is hereinafter referred to in this Permit as "City".

A. **Densities.** For purposes of determining densities in the Project:

(1) Insofar as the following portions of the Project are concerned, the authorized densities shall be as follows:

<u>Parcel Designation</u>	<u>Authorized Dwelling Units</u>
Northwest Multi-Family (Fawn grove)	80
North Entrance Multi-Family (Pinnacle)	40
North Hillside Multi-Family (Pinnacle)	46
Southwest Multi-Family (Aspenwood)	30
Southwest Multi-Family (Courchevel)	13.5
Northwest Hillside Multi-Family (Daystar)	24
South Entrance Multi-Family (Stonebridge)	50
South Multi-Family (Lakeside)	60
West Multi-Family (Pine Inn and Trails End)	40
Total	383.5

For purposes of determining densities on the parcels designated in this Subparagraph (1), a single family home or an apartment containing two bedrooms or more constituted a dwelling

Unit, a one-bedroom apartment constituted one-half of a dwelling Unit, and a hotel room or lodge room constituted one-half of a dwelling Unit. The parcels in this subparagraph have all been developed as of the date hereof.

(2) Insofar as all portions of the Project other than the nine parcels containing 383.5 dwelling Units identified in Subparagraph A. (1) above are concerned, an apartment Unit containing one bedroom or more shall constitute a dwelling Unit and a hotel room or lodge room shall constitute one-half of a dwelling Unit.

(3) If approved in advance by Commission and Permittee, the owner of any development parcel in the Project shall have the right to have the densities permitted on said development parcel calculated in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) or in accordance with the Unit Equivalent formula contained in Section 10.12 of the Code, as said Unit Equivalent formula may from time to time be amended or modified. In the event of election of an owner to utilize said Unit Equivalent formula and approval thereof by Commission and Permittee, the maximum number of Unit Equivalents which may be contained in the structures built upon said development parcel shall not exceed the permitted number of dwelling Units to be constructed thereon determined in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) and the number of Unit Equivalents as constructed on said development parcel shall for all purposes hereof be deemed the number of units constructed thereon. Approval of use of the Unit Equivalent formula by Commission and Permittee shall not, and cannot, alter or release any private land use covenants between the owner and Deer Valley, or others, concerning development of the property or the density permitted thereon.

(4) Insofar as the following portions of the Project are concerned, the authorized densities, permitted on the development parcels are required to be calculated in accordance with the Unit Equivalent Formula contained in Section 10.12 of the Code as said Unit Equivalent formula may from time to time be amended or modified:

<u>Parcel Designation</u>	<u>Authorized Unit Equivalents</u>
Snow Park Village	209.75
Total	209.75

B. Unit Size. Except for units with relation to which the owner elected or elects to or is required to utilize the Unit Equivalent formula, there shall be no size limitation for Units constructed on any parcel provided that following construction the parcel proposed to be developed contains a minimum of 60% open space and otherwise complies with MPD and all applicable zoning regulations.

C. Development Parcel Designations. Development parcel designations, prescribed densities, parcel sizes, building height limitations (the height limitation for each parcel will be determined by reference to the Code in effect at time of application for approval of the development of the parcel) and the status of development of the parcels as of the date hereof are reflected on Exhibit 1. Permittee shall have the right to develop a total of 2,110 residential Units (exclusive of employee housing Units) within the Project. Permittee shall have the right to develop 209.75 Unit Equivalents within the Snow Park Village, subject to the conditions and

requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the following:

(1) **Conditional Use Review.** Prior to the sale by Permittee of the Snow Park Village, Permittee shall submit a site-specific plan with relation to such parcel to the Commission requesting approval for construction on the parcel. In addition, the Permittee shall request the establishment of building site conditions with relation to the parcel. Accordingly, Permittee or persons acting on its behalf shall file with the Community Development Department of City a completed application form supported by the information set forth in Section 15-6 of the Code, as the same may be amended from time to time. The procedure for the approval or disapproval of any site-specific plan shall be based upon the provisions of this Permit and the conditional use criteria of the Code in effect on the date of application. Components of the Project, other than land development parcels, are listed on Exhibits 2 and 3.

D. Subdivision of Development Parcels. Prior to the sale of any individual lots on any parcel listed on Exhibit 1 developed for residential use as a "subdivision" as defined by the City subdivision ordinance and state statute, the party electing to establish a subdivision on said parcel shall comply with all applicable provisions of the City subdivision ordinance in effect at the time of application. The procedure for the approval or disapproval of any subdivision application shall be based upon the procedure provided in the City subdivision ordinance in effect at the time of application.

Prior to the filing of a record of survey map and declaration of condominium to establish a condominium on any parcel listed on Exhibit 1, the party electing to establish a condominium shall comply with all applicable provisions of any City condominium ordinance in effect at the time of application. The procedure for the approval or disapproval of any condominium shall be based upon the Utah Code and any City condominium ordinance in effect at the time of application.

E. Applicability of Sensitive Area Overlay Zone. For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the adoption of the Sensitive Area Overlay Zone are vested in terms of density. Site planning standards can be applied only to the extent that they do not unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply.

F. Relationship to National Standards. The provisions of the Code and any other applicable zoning and development ordinances including national standards with respect to engineering or building requirements as adopted by City, in effect in City on the date hereof, shall govern the development within the Project, except as otherwise provided herein.

G. Off-Street Parking. Parking required with relation to each portion of the Project shall be based upon Code as in effect at the time application for a building permit for such portion of the Project as is filed with City. For purposes of calculating required parking, the Project shall be deemed to be zoned Residential Development District (RD) Master Planned Developments (MPD). Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space.

If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission.

H. Commercial Space, Support Commercial, and Meeting Space. Exhibit 2 hereto lists commercial and support space allotted to the Project. The General Snow Park Commercial category is restricted in utilization within the Project to the following parcels in the Snow Park area:

Pine Inn Multi-Family Parcel
 Snow Park Lodge Multi-Family Parcel (Black Diamond Lodge)
 Snow Park Village (Combination of Snow Park Hotel Parcel and
 Snow Park Parking Area Parcel)
 Snow Park Day Center Parcel

Utilization of portions of the General Snow Park Commercial category within any of the above listed parcels is subject to the specific approval of both Permittee and Commission.

In addition to the Exhibit 2 Commercial Space permitted in the Project, Support Commercial shall be permitted and used as defined in the Code, as amended, at the time of application.

I. Employee Housing. Permittee has been required to cause the development of 112 employee (affordable) housing units pursuant to prior editions of this Permit. Prior to the date of this Permit, Permittee has developed or caused to be developed units qualifying under the low and moderate income housing exception of the Code as follows:

<u>Project Location</u>	<u>Number of Qualifying Units</u>
A. Units in Deer Valley:	
Little Belle Manager Unit	1
Stag Lodge Manager Unit	1
Sterlingwood Manager Unit	1
Bald Eagle Caretaker Units	2
Mt. Cervin Manager Unit	1
Deer Valley Club Manager Unit	1
B. Units Other Than in Deer Valley:	
Parkside Apartments	42
Fireside Apartments / Condos	42
Washington Mill Apts.	8
Peace House	3
Aspen Villas / Silver Meadows (Participation)	9
Fawn grove Employee Unit	1
Total	112

Deer Valley shall be obligated to comply with all applicable ordinances of City relating to the creation and construction of employee housing, including ordinances that are adopted after the date of this Permit. Deer Valley will be given credit for the previously developed units

identified above when computing the employee housing obligation under applicable ordinances. The City acknowledges full satisfaction of Deer Valley's current obligation in the Employee Housing Agreement dated October 6, 1995 executed in conjunction with Deer Valley's contribution to the Silver Meadows project. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing employee / affordable housing units built by Deer Valley or persons acting on its behalf exceeds the number of units required by the new ordinance, credit shall be given against the ordinance imposed obligation, but in no event shall City be obligated to reimburse Deer Valley for any excess, or to permit the assignment of the excess to other parties with a similar employee housing requirement. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing units built by Deer Valley or those acting on its behalf falls short of the newly imposed ratio of employee units to conventional units, Deer Valley agrees to be bound by the provisions of the newly adopted ordinance; provided, however, that the new ordinance shall apply only to those Units on which site specific approval is granted after the adoption of the employee / affordable housing ordinance.

J. Technical Reports. Permittee shall submit updated technical reports with regard to traffic monitoring, water systems, and sewer systems for review by Commission as significant changes occur in those systems and as needed for specific project review as required by the Community Development Director and Public Works Director prior to density approval.

K. Public Use of Ski Facilities. Use of all ski facilities shall be open to the general public and shall not be restricted to owners of property located in Deer Valley or to members of any private club. Furthermore, all charges, fees and costs paid by the general public for the use of such facilities shall not exceed the charges, fees and costs paid by owners of property located in Deer Valley.

L. Trails .There are 4 types of trails in Deer Valley:

- (1) Bicycle paths located within street rights-of-way;
- (2) Pedestrian paths connecting parcels together within a community;
- (3) Connecting paths connecting communities together; and
- (4) Hiking trails to provide access to the mountain.

Bicycle paths shall be located within street rights-of-way dedicated to City and shall be operated and maintained by City as shown on the Deer Valley Trails Master Plan and the City Trails Master Plan.

Pedestrian paths shall be hard surfaced, a minimum of five feet wide, a maximum of six feet wide and built to public sidewalk specifications. These paths shall connect development parcels together and connect development parcels to commercial nodes. At the time of conditional use approval of a particular development parcel, the developer of said parcel shall provide a pedestrian path across said parcel connecting to the paths on the adjoining parcels. The location of these paths shall be determined by the parcel developer and by City staff with the Deer Valley Trails Master Plan used as a guide. The locations shall be modified as necessary to take into consideration topography and existing trails, and shall tie into the bus system which serves Deer Valley. These paths shall form a year-round system. Maintenance shall be the responsibility of the parcel owner. A 10 to 15 foot wide easement (easement size

shall be determined at the time of site specific conditional use approval) for each pedestrian path shall be dedicated to City and is required to be shown on the recorded plat for the applicable development parcel.

It is recognized by the parties that the property within the Deer Valley Resort is private property. Public access to ski runs is at the discretion of Permittee. Summer public access and non-destructive summer use which includes casual hiking on ski runs shall be allowed by Permittee subject to reasonable rules and regulations.

In the event that City in its sole discretion determines that City should hold any easements for hiking, City shall make a request that an easement be granted for any or all of the hiking trails that City desires to hold within or adjacent to ski runs shown on the Trails Master Plan. In the event that City obtains a formal agreement, City agrees to maintain such hiking trails, and Permittee will provide legal descriptions, signage and grant to City an easement (minimum of 10 feet to maximum of 15 feet wide) to maintain such hiking trails without hard surface and without winter maintenance. If City desires to upgrade the hiking trails beyond that which currently exists, City agrees to bear the cost of those improvements. The Trails Master Plan shall serve as a general guide in determining the final location of said hiking trails. In the event City obtains and holds formal easements for hiking trails, City shall indemnify and hold Permittee and its successors and assigns harmless from and against any loss, damage, injury or responsibility with relation to any such trail and any claims, demands or causes of action from any person resulting from injuries sustained while utilizing any hiking trails for which City has obtained and holds easements. Said public easement shall also be subject to such additional reasonable rules and regulations as Permittee deems appropriate to eliminate possible interference with the operation and maintenance of the ski resort, or in the interest of safety or security.

M. Open Space. With the exception of those parcels identified on Exhibit 1 and those areas and items listed on Exhibit 2 as "commercial and support space", all remaining property in the Project is hereby designated "landscaped open space" as that term is defined in the Code as presently in effect and shall remain substantially free from structures, roads and parking lots except as otherwise approved by City or permitted by the Code as presently in effect. The "landscaped open space" shall be maintained and operated by Permittee at Permittee's sole cost and expense.

N. Fire Considerations. All buildings or structures located within the Bald Eagle, Silver Lake, and North Silver Lake Communities shall be fire sprinkled in accordance with UBC 38-1-82.

O. Water Improvements .Permittee agrees that, as a condition of and concurrently with issuance to Permittee of a building permit for the construction of any buildings or structures comprising a portion of the Project, Permittee shall be obligated to agree in writing to construct and convey to City storage facilities, pumping facilities, and transmission lines, as agreed upon and approved by the Public Works Director and City Engineer at the time of issuance of said building permit, to the extent necessary to store and transmit culinary water, irrigation water, and water for fire flows to the buildings and structures covered by the building permit and to connect the same to the water system of City, and shall evidence to the satisfaction of City the ability of Permittee to comply with such agreements.

Permittee agrees that completion of the action required by this Section O with relation to any building or structure included in the Project shall be deemed a condition precedent to the

right to occupy and utilize the building or structure. Commission and Permittee agree that the general level of water facilities construction for the Project required by this Section O has been heretofore accomplished by Permittee.

The existing agreement relating to water rights and water facilities for Deer Valley development entered into November 17, 1988 between Permittee as "DVRC", Royal Street as "Royal Street", and City as "Park City" and the Deer Valley Water Facilities Improvement Agreement dated March 31, 1994 between City, Royal Street and Permittee (as "DVRC") and the Amendment to the 1994 Deer Valley Water Facilities Improvement Agreement dated May 12, 2006 between City as "Park City", Royal Street and Permittee (as "DVRC") are made a part of this Permit by reference.

P. Sewer Considerations .Although City has no responsibility for sewer approvals; the Snyderville Basin Sewer Improvement District has indicated the following with respect to sewerage in Deer Valley: Projected flow calculations are based on average wastewater flow from residential units and make no distinction regarding size. In other words, the Sewer District does not follow the "unit equivalent" concept as does City.

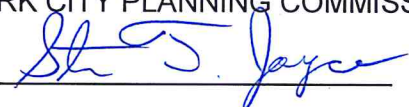
The Sewer District has previously reviewed both the Upper and Lower Deer Valley sewer systems and made the following comments: Upper System (American Flag / Silver Lake Community) - There are two sections of sewer within the American Flag Subdivision that limit upstream, new growth to approximately 325 additional residential units. There are several sections with only slightly greater capacity. This concern or limitation was eliminated by construction of a new sewer trunk line from Royal Street through the Westview Parcel in 1988. Lower System (Solamere, Queen Esther, Fawn grove) - A portion of the trunk sewer serving this area was replaced in 1985 to provide greater capacity for Hanover and Park Con projects as well as Deer Valley's. These three developers executed an agreement with the District which identified their anticipated development and the percentage of the cost they would fund to "reserve" capacity in the sewer system. Of the present sewer capacity of approximately 1385 units, Deer Valley has approximately 200 units available for future development. However, there are downstream sections of sewer that have less capacity than the new Deer Valley North Road sewer. This problem will be pursued with the developers as necessary.

Q. Separability. If any provision or provisions of this Permit shall be held or deemed to be, or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent, whatsoever.

R. Term of Permit. The term of this Permit is governed by the Twenty-Ninth Edition of the Land Management Code of Park City as revised as of April 1, 1993.

Approved this 30th day of November, 2016.

PARK CITY PLANNING COMMISSION

By 

Planning Commission Chair

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 1
DEVELOPMENT PARCELS

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
DEER VALLEY COMMUNITY					
Stonebridge & Boulder Creek Multi-Family	50	54	1	28	10.23
Aspenwood Multi-Family	30	30		28	9.21
Pine Inn & Trails End Multi-Family	40	45	1	35	8.52
In The Trees (South Multi-Family) Multi-Family	14	14		28-45	2.87
Black Diamond Lodge (Snow Park Lodge Multi-Family)	29	27		28-75	5.70
Courcheval Multi-Family	13.5	27	1	35	1.82
Daystar Multi-Family	24	24		28	9.84
Fawngrove Multi-Family	50	50		28	12.05
Chateaux Fawngrove Multi-Family	10.5	11	2	28	Incl
Bristlecone Multi-Family	20	20		28	Incl
Lakeside Multi-Family	60	60		28	6.49
Solamere Single Family (includes Oaks, Royal Oaks & Hidden Oaks)	274	274		28	237.81
Pinnacle Multi-Family	86	86		28	36.80
Comstock Lodge (East Bench Multi-Family)	10.5	21	1	35	3.50
Red Stag Lodge	8.5	11	1	35	Incl
Powder Run Multi-Family	25	33	1	35	3.20
Wildflower (Deer Valley North Lot 1 Multi-Family)	11	14	1	28	1.04
Glenfiddich (Deer Valley North Lot 2 Multi-Family)	12	12		28	1.45
Chapparral (Deer Valley North Lot 3 Multi-Family)	15	20	1	28	1.44
Northeast Multi-Family:					12.65
Lodges @ Deer Valley	73.25	85	3	28-35	
Silver Baron Lodge	42.75	50	12	28-35	
Snow Park Village (Snow Park Hotel & Parking Sites)	209.75	0	4	28-45	14.93
Total Deer Valley Community	1108.75				
AMERICAN FLAG COMMUNITY					
American Flag Single Family	93	93		28	83.04
LaMaconnerie Multi-Family	15	15		28	6.19
Total American Flag Community	108				
NORTH SILVER LAKE COMMUNITY					
Westview Single Family	15	1		28	40.69
Evergreen Single Family	36	36		28	27.60
NSL Homesite Parcel #1	1	1		35	1.90
Belleterre Single Family	10	10		28	11.42
Bellevue Townhomes (NSL Subdivision Lot 1)	24	14	10	28	4.62
Bellemont Townhomes (NSL Subdivision Lots 2A and 2A-1)	18	12	10	28	3.75
NSL Subdivision Lot 2B	54	0		45	5.96
BelleArbor Townhomes (NSL Subdivision Lot 2C)	43	21	10	28-35	8.25
NSL Subdivision Lot 2D Open Space Lot	0	0	5	0	4.03
Total North Silver Lake Community	201				
SILVER LAKE COMMUNITY					
Stag Lodge Multi-Family	50	52	6	28-35	7.34
Cache Multi-Family	12	12		28	1.77
Sterlingwood Multi-Family	18	18		28-35	2.48
Deer Valley Club	20	30	1	28-45	1.53
Double Eagle (SL East Parcel 2 Multi-Family)	18	18		28-35	2.26
Stein Eriksen Lodge Multi-Family	66.75	65	11	28-35	10.86
Little Belle Multi-Family	20	20		28	3.66
Chateaux At Silver Lake Lot 23 Deer Valley Club Estates Subdivision)	65	78	1	28-45	3.24
Sterling Lodge (Lot 2 Silver Lake East Subdivision)	14	14		28-45	0.61
Royal Plaza Multi-Family (Silver Lake Village Lot A)	7.6215	13	1	59 (A)	0.48
Mt. Cervin Plaza Multi-Family (Silver Lake Village Lot B)	7.5	7		59 (A)	0.54
Inn at Silver Lake (Silver Lake Village Lot C)	10	8		59 (A)	0.50
Goldener Hirsch Inn (Silver Lake Village Lot D)	5.5785	18	1	59 (A)	0.35
Mt Cervin Multi-Family (Silver Lake Village Lot E)	16	15		59 (A)	0.53
Silver Lake Village Lot F	0	0		59 (A)	0.35
Silver Lake Village Lot G	0	0		59 (A)	0.38
Silver Lake Village Lot H	0	0		59 (A)	0.44
Silver Lake Village Lot I (combination of Silver Lake Village lots F, G, H)	34.4215	38	13,14,15	59 (A)	1.17
SL Knoll Condominiums	4	4		35	0.76
Knoll Estates Single Family	21	21		35	9.90
Black Bear Lodge (Lot 22 Deer Valley Club Estates Subdivision)	51	51		35	1.39
Knollheim Single Family	20	5	7	35	1.84
Alpen Rose Single Family	2	2		35	0.66
Silverbird Multi-Family	6	6		35	0.80
Ridge Multi-Family	24	24		35	2.34

**DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 1
DEVELOPMENT PARCELS**

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
Enclave Multi-Family	17	17		28-35	1.79
Twin Pines Multi-Family	8	8		28-35	1.33
Cottages Single Family	11	11		28	7.06
Alta Vista Subdivision	7	7		35	6.02
Woods Multi-Family	16	7	8	28-35	2.41
Trailside Multi-Family	9	9		28-35	1.46
Aspen Hollow Multi-Family	16	16		28-35	3.18
Ridgepoint Multi-Family	38	38		28-35	5.60
Total Silver Lake Community	614.8715				
BALD EAGLE COMMUNITY					
Bald Eagle Single Family	78	58	9	28	35.65
Total Bald Eagle Community	78				
TOTAL CONVENTIONAL UNITS	2110.6215				
EMPLOYEE HOUSING UNITS					
Little Belle	1				
Stag Lodge	1				
Sterlingwood	1				
Bald Eagle	2				
Mt. Cervin	1				
Deer Valley Club	1				
TOTAL EMPLOYEE HOUSING UNITS	7				

NOTES:

- These projects have been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density than base permitted density.
- One small unit was separately permitted in this project using .5 unit of density.
- This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (85) than base permitted density (73.25).
- This parcel is required to use the Unit Equivalent Formula contained in Section 10.12 of the Code.
- This parcel has been platted as open space, with the open space applying to the open space requirement of Lot 2B.
- Two additional units were permitted in this project on land that was not a part of the Deer Valley MPD.
- This parcel was originally permitted as 20 MF units but subsequently developed as 5 single family homesites.
- This parcel was permitted as 16 units. Subsequently 9 of the unit development rights were acquired by the homeowners and dedicated as open space.
- This parcel was originally permitted as a combination of single family and multi-family. The multi-family uses were converted to single family with a density reduction from 78 to 58 units.
- The development density on these parcels is less than the original permitted density at the election of the developer.
- The transfer of 1.75 Unit Equivalents to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on June 28, 2006.
- This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75). The transfer of 1 Unit Equivalent to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on March 23, 2011.
- Prior to issuance of a building permit on Lot I, the Property owner shall submit an Historic Mine Waste report.
If Historic Mine Waste is located on the site, a mitigation plan shall also be submitted compliant with the Park City Soils Boundary Ordinance.
- Building on Lot I shall be designed to be broken into more than one volumetric mass above final grade, exhibiting both horizontal and vertical articulation. Common underground parking is permitted.
- The transfer of 0.4215 UE from Lot D to Lot I was approved by Planning Commission on November 30, 2016.

A. Lots in the Silver Lake Village Subdivision have a development height limitation tied to a base elevation of 8122' with peak of roof not to exceed elevation 8186'.

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 2
COMMERCIAL AND SUPPORT SPACE

LOCATION	RETAIL	RESTAURANT (3)	COMM'L OFFICES	ADMIN., SUPPORT & OTHER	TOTAL	TRANSFER TO RESIDENTIAL	DEVELOPED	REMAINING
SNOW PARK LODGE	13807	26958		85578	126343		126343	0
SNOW PARK TICKET SALES BUILDING				5112	5112		5112	0
SNOW PARK PLAZA BUILDING	3100		16000	4180	23280		23280	0
GENERAL SNOW PARK COMMERCIAL (1)	21890				21890		0	21890
SILVER LAKE LODGE	1200	29160		15790	46150		46150	0
EMPIRE LODGE (4)		22456		12544	35000		30453	4547
SILVER LAKE COMMUNITY (2)	27962		4265	12938	45165	1243	31954	11968
NORTH SILVER LAKE COMMUNITY	8000			6525	14525		0	14525
MAINTENANCE, WHSE, & SHOPS				31724	31724		31724	0
TOTAL	75959	78574	20265	174391	349189		295016	52930

NOTES:

(1) General Snow Park Commercial may only be utilized on certain parcels with approval of Commission and Permittee. 18110 square feet of General Snow Park Commercial has previously been allocated to and is included in totals for Snow Park Lodge.

(2) 10125 square feet of Silver Lake Community commercial has previously been allocated to and is included in totals for Silver Lake Lodge (1994 Silver Lake Lodge expansion 6990 sf and 1998 Silver Lake Lodge expansion 3135 sf). Remainder of Silver Lake Community commercial consists of:

Developed Space:

Royal Plaza	14312
Mt. Cervin Plaza	8080
Goldener Hirsch Inn	2062 (see note #5)
Chateaux at Silver Lake	7500
Total	31954

Transferred to Royal Plaza Residential

1243

Allocated but Undeveloped Space:

Silver Lake Village Lot C	7000
Remainder Unallocated	4968
Total	45165

(3) Includes kitchen, receiving and storage.

(4) Maximum size of Empire Lodge is 35000 sf of which 30453 sf has been developed.

(5) Commercial uses on Silver Lake Village Lot D includes 2,062 sf as allocated from this Amended and Restated Large Scale MPD, plus support commercial uses.

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 3
OTHER PROJECT COMPONENTS

ITEM	WITHIN PARK CITY	OUTSIDE PARK CITY
SKI AREA (1)		
CHAIRLIFTS	15	5
GONDOLA		1
SKI TRAILS AND BOWLS	63	34
SNOWMAKING	X	X
SKI PATROL / UTILITY STATIONS:		
BALD EAGLE MTN.	X	
BALD MTN.	X	
FLAGSTAFF MTN.	X	
LITTLE BALDY		X
JORDANELLE BASE		X
EMPIRE CANYON	X	
AMENITIES		
SNOW PARK LAKES & MEADOWS	X	
SNOW PARK PARKING LOTS	X	
PEDESTRIAN TRAIL SYSTEM	X	X
MOUNTAIN BIKING TRAILS SYSTEM	X	X
SOLAMERE SWIM & TENNIS FACILITY	X	
SNOWSHOE TOMMYS CABIN	X	
CUSHINGS CABIN	X	
BIRDSEYE CABIN	X	
JORDANELLE BASE		X
SNOW PARK CONCERT AMPHITHEATRE	X	

(1) ADDITIONAL SKI AREA FACILITIES AS DEMAND DICTATES, SUBJECT TO PROVISIONS OF PARK CITY LAND MANAGEMENT CODE AND OTHER APPLICABLE JURISDICTIONS.

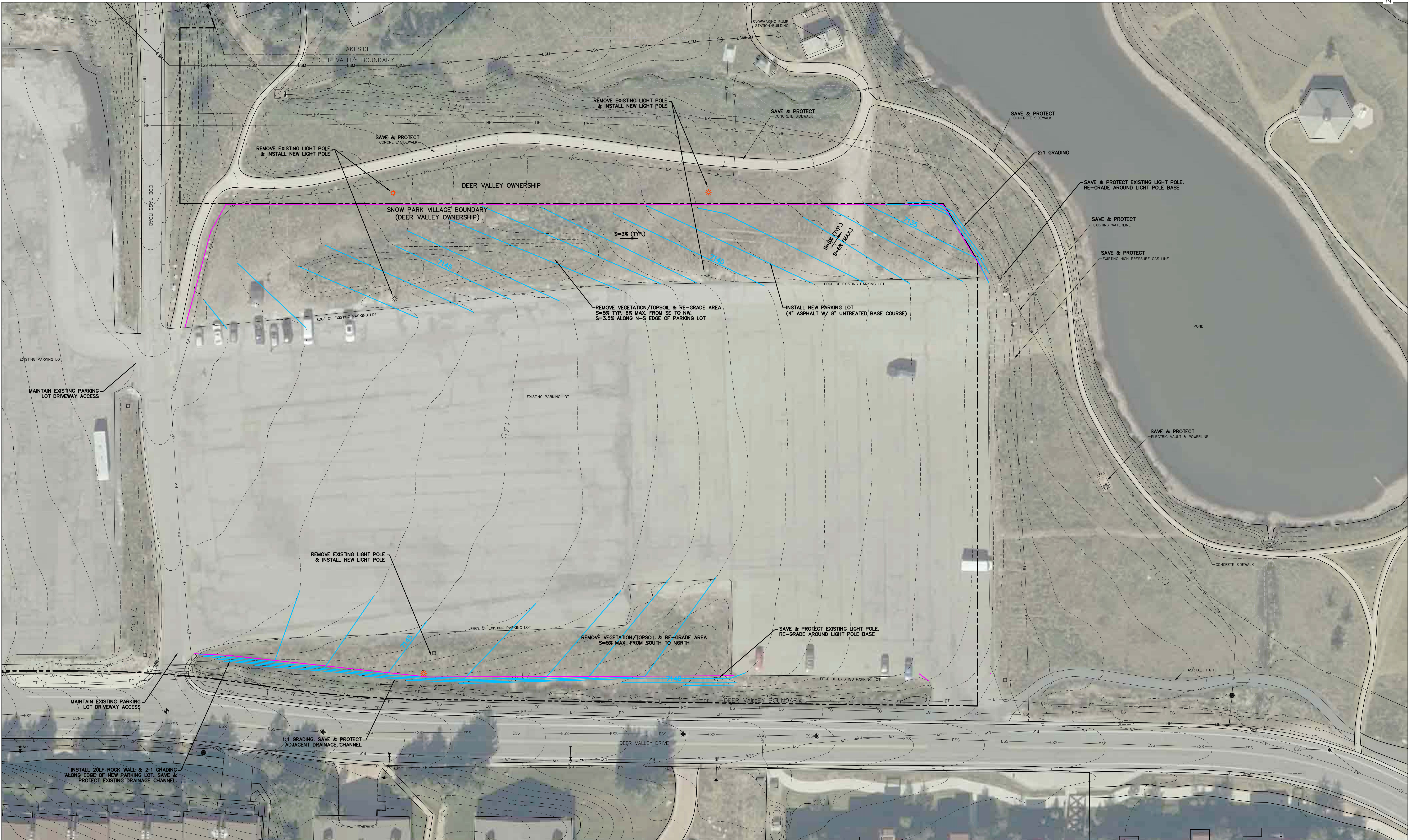
Exhibit B: Planning Director's Administrative Approval Conditions for Deer Valley Resort Parking Lot #5 Expansion

Findings:

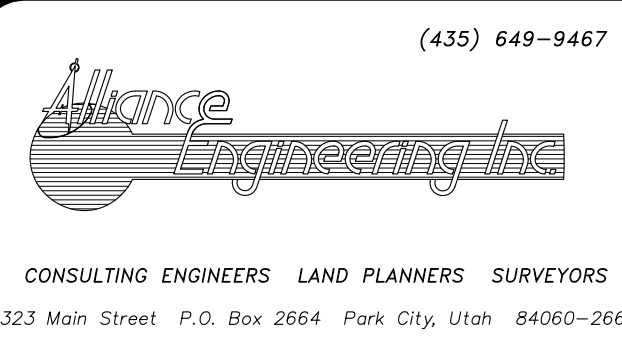
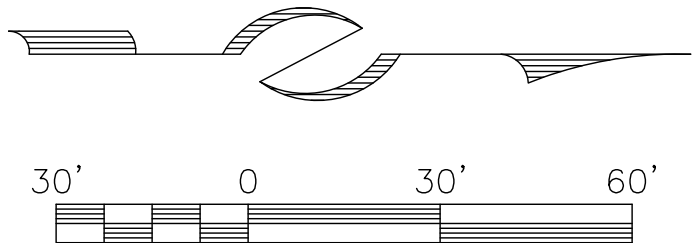
1. The area for expansion is with the designated area for development expressed as RD – MPD zoning and as shown on previous Deer Valley Master Plans.
2. The area for expansion is not within area zoned or designated as Recreation Open Space.
3. The applicant presented plans for the expansion of parking to the Park City Planning Commission on August 14, 2019 in a Work Session. The applicant indicated that there are 1,250 parking spaces available in Snow Park on five paved lots. Information was presented on current management plans for guest parking, transit and employee shuttles.
4. At the August 14, 2019 Wok Session the Planning Commission was generally supportive of the proposed parking expansion, including the intention of moving overflow parking off of Deer Valley Drive Right of Way.
5. On August 27, 2019, representatives of the Applicant submitted a *Technical Report Regarding Parking Mitigation Measures at Deer Valley Report*. This report was submitted as a supplemental update pursuant to Paragraph J of the Deer Valley Resort 12th Amended and Restated Large Scale MPD Permit and presents in more detail the information presented by the Applicant at the August 14, Planning Commission meeting.

Conditions of Approval for the Grading Permit for expansion of the Snow Park Parking area.

1. The expansion of the parking shall remain in the areas designated for construction on the approved Grading Plan.
2. A landscape buffer to screen the expansion area shall be installed on the northwest corner of the expansion area consisting of shrubs and low water use grasses. The Plan shall be approved by the Planning Director in accordance with the Department recommended plant list.
3. Unless the City Council changes the existing no street parking regulations, Overflow parking will not be permitted on Deer Valley Drive unless approved: 1) by the Planning Commission pursuant to an updated parking mitigation plan; or 2) as permitted as part of an approved Special Event by the City in conjunction with a mitigation plan.
4. The total parking spaces at Snow Park parking areas will increase from 1,250 to 1,340 spaces. This is the number of spaces to be required in any future development of the Snow Park Village parking sites in addition to new parking for the new development, unless modified by the Planning Commission during the Master Planned Development process.
5. No future expansion of the existing parking areas as surface parking will be permitted without a separate Conditional Use Permit or modification to the Deer Valley Resort 12th Amended and Restated Large Scale MPD Permit.



- HP — EXISTING HIGH PRESSURE GAS
- EG — EXISTING GAS
- EP — EXISTING POWER
- ET — EXISTING TELECOMMUNICATIONS
- EW — EXISTING WATER
- ESS — EXISTING SANITARY SEWER
- ESD — EXISTING STORM DRAIN
- ESM — EXISTING SNOW MAKING



STAFF:
MICHAEL DEMKOWICZ
DATE: 8/16/19

DEER VALLEY SNOW PARK
NORTH PARKING LOT IMPROVEMENTS
SITE & GRADING PLAN
FOR: DEER VALLEY
JOB NO.: 11-1-19
FILE: X:\SnowParkVillage\dwg\Snow Park Development\Snowpark Civil.dwg

SHEET
2
OF
3



MEMORANDUM

To: Hannah M. Tyler, Planning Department

From: G. Ryan Taylor, City Engineer

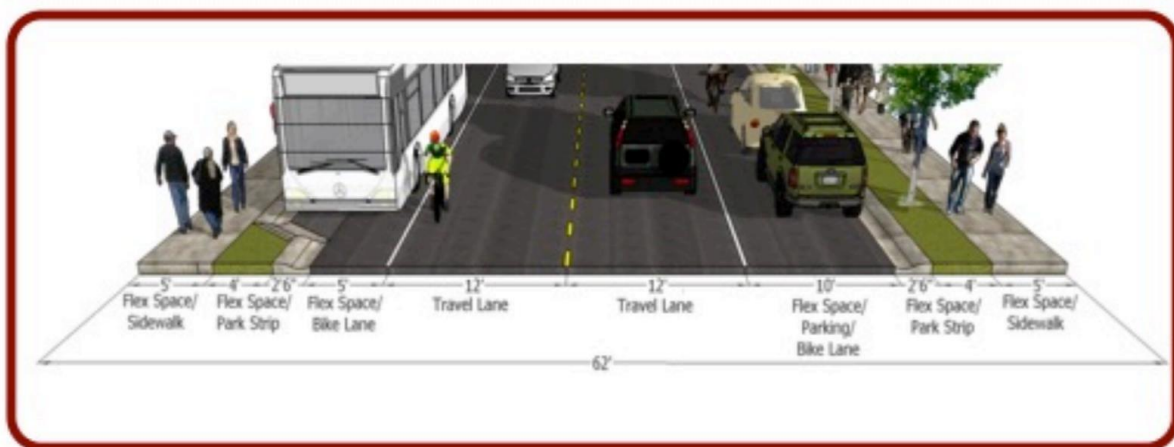
Date: August 1st 2019

Re: Deer Valley Drive on Street Parking Review

The engineer's office has been requested to review the current roadway geometry along Deer Valley Drive adjacent to the Deer Valley Resort parking lot and determine if the current geometry can support parallel parking on one or both sides of the roadway.

Requirements for parallel parking can vary from City to City and design guidelines vary depending on traffic speed, volume, pedestrian traffic, and other factors. The 2011 Park City Transportation Master plan varies the parking width from ~7 feet to approximately 12 feet depending on the roadway classification. Other cities generally require from 8 to 12 feet with some allowing 7 for compact cars only.

Deer Valley Drive was classified as a Major Residential Collector in the 2011 Masterplan. Below is a depiction of the preferred geometry. Note the figure shows two (2) 12-foot travel lanes, 5- foot shoulder on one side of the road and a 10-foot parking/flex space on the other.



The roadway in question is 35-feet wide (asphalt) with two (2) 30-inch concrete gutters resulting in 40' of hard surface. The travel lanes are 12-feet wide and a 5.5-foot shoulder/bike lane is located between the travel lane and concrete roll gutter on each side. The section of road is currently signed with no parking signs on both sides of the road, however, the area is used seasonally by Deer Valley for overflow parking.

The current configuration of the roadway provides for approximately 7-feet from the travel lane to the edge of the hard surface, see photo's below. When cars park on the very edge of the curb or on the sidewalk the driver's side of the vehicle tires are outside of the travel lanes, however, the mirrors and any open doors for ingress and egress impact the travel lane.



The major concern with parking as shown above is that the travel lane is impacted, forced to move to the middle (one way traffic), or stop to allow people in and out of the vehicles. On low volume roadways this impact is minor. However, on major collectors like this one the doors and pedestrians in the travel lane pose a safety hazard and slow traffic. This parking is predominately occurring during special events so the parking and peak travel times coincide further elevating the safety and traffic concerns.

In the winter months it is difficult or impossible to fully plow the curb area which results in parking further into the travel lane. This increases the impacts noted above and when combined with snow covered streets further elevates the safety hazards, as shown in the figure below.



Parking could potentially be added to one side of the roadway and still meet the intent of the Master plan and general engineering guidance. If parking were to be permitted, Engineering recommends using only the west side of the road, which is different from the current practice. The sidewalk adjacent to the west side of the road allow for snow to be removed from the curb, allow passengers exit onto the sidewalk and reduce the pedestrians crossing the travel lanes get to their vehicle.

As part of the parking process, Engineering recommends restriping the roadway to allow for 10 feet between the back of curb and the start of the travel lane for cars to safely park and exit their vehicles. This will require eliminating the bike lane on the east side and reducing the shoulder from ~5-feet to ~2-feet. A 2-foot shoulder, plus the width of the gutter.

Draft

Deer Valley Drive On-Street Parking Study

Prepared for:
Deer Valley

October 2019

UT19-2169

FEHR & PEERS





Executive Summary

The purpose of this memorandum is to document the parking analysis performed for Deer Valley regarding options for on-street parking on Deer Valley Drive. Due in part to increased or overflow parking experienced during the 2018-19 ski season, Fehr & Peers was asked to evaluate the feasibility of several alternatives for formalizing on-street parking and determine the resulting parking capacity under those alternatives. Factors considered in this analysis include geometric adequacy, impacts on traffic circulation, impacts on pedestrian safety and access, and wayfinding needs.

Based on site visits, measurements, and analysis of operational consequences, our evaluation indicates that providing on-street parking on the west side of Deer Valley Drive the most practical and feasible within the existing roadway cross-section. This configuration would have the fewest impacts on traffic circulation, enhance safety for pedestrians entering and exiting private vehicles, and provide on-street parking capacity for approximately 185 vehicles (assuming approximately 22 feet per space).

Existing Parking and Circulation Conditions

For the 2018-19 ski season, Deer Valley resort saw an average of just under 1,000 vehicles parked per day for which data is available, primarily in the resort's surface parking lots 1-5. Deer Valley Drive is currently signed with "No Parking" signs on both sides of the road. However, the shoulders of the road are used by the resort for overflow parking when necessary. On 29 days during the 2018-19 season, at least one vehicle was parked on the street. On three days during the season, 200 or more vehicles were parked on the street, with a maximum of 227 vehicles parked on-street. Under the existing configuration, vehicles parked on the shoulder of Deer Valley Drive may periodically encroach on the travel lane, especially on heavy snow days and when vehicle occupants are entering and exiting vehicles.

Deer Valley Drive forms a loop approximately 1.6 miles in length around the Deer Valley Lakes and Deer Valley parking lots, providing access to both the Resort and adjacent residential neighborhoods and condos. It has a consistent two-lane cross-section, with a rolled curb and gutter and shoulders of varying widths; the overall width of the road from back of curb to back of curb varies from 36'6" to 40' (excluding the section of Deer Valley Drive which is configured as a divided roadway). Two typical cross-sections located at wider and narrower segments of Deer Valley Drive are depicted in Figures 1 and 2 (below). In addition, there is a pathway along the road that is a minimum of eight feet.



SOUTH: EXISTING CONDITIONS

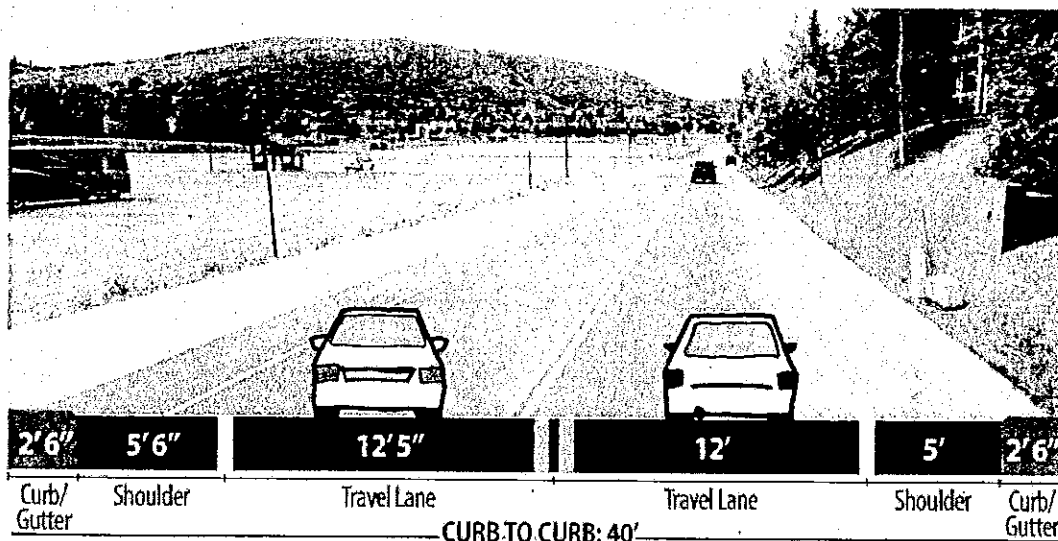


Figure 1: Existing conditions on the South section of Deer Valley Drive

LOOP: EXISTING CONDITIONS

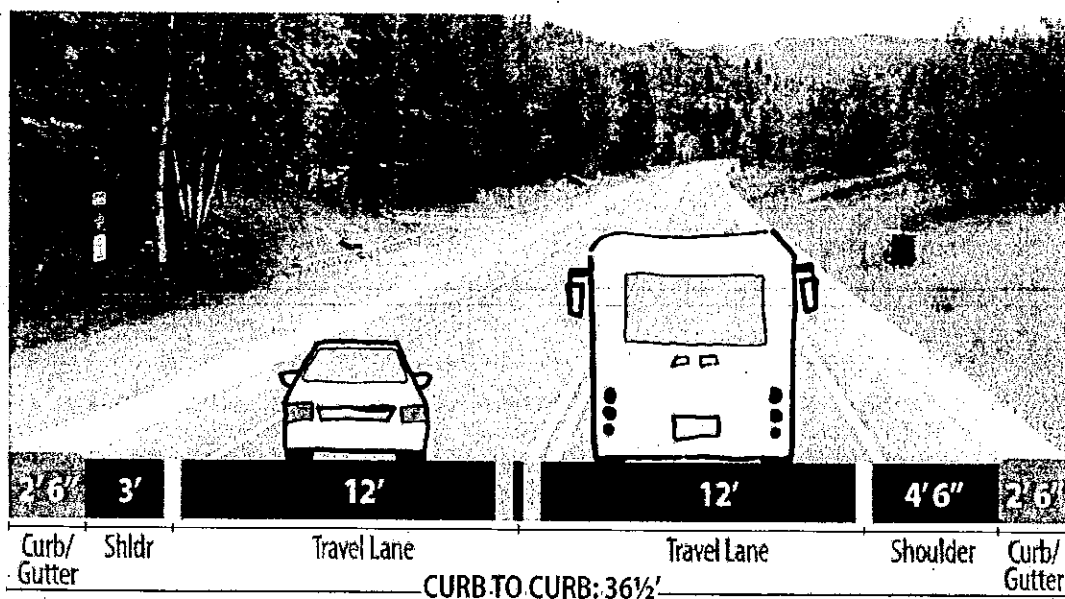


Figure 2: Existing conditions on the Loop section of Deer Valley Drive



Parking Dimensions

In order to provide adequate space for vehicle parking and ingress/egress without encroaching on adjacent travel lanes, Park City Engineering (*Memorandum from G. Ryan Taylor to Hannah Tyler, dated August 1, 2019*) has recommended that any area of the roadway designated for on-street parking provide 10 feet from back of curb to the beginning of the adjacent travel lane, in order to provide adequate room for drivers and passengers to enter and exit vehicles without encroaching on the travel lane. Accordingly, our alternatives evaluation applies this 10' standard for parking width consistently across alternatives. This width can vary from a minimum of 8' feet to 12'. With the snow storage that can take some capacity (width), 10' is an appropriate width for the area.

To determine approximate on-street parking capacity under each alternative, the project team measured the linear distances along the curb in each potential parking area. Driveways and mandatory setbacks from driveways, intersections, and fire hydrants were subtracted out from those distances, and the remaining lengths of unobstructed curb space were divided by a standard parking stall length of 22'.



Alternative Evaluation

In addition to existing conditions, four alternatives were evaluated for providing on-street parking on Deer Valley Drive:

- **Alternative 1:** Parking on both sides of Deer Valley Drive
- **Alternative 2:** Parking on both sides of Deer Valley Drive, reconfigure to one-way loop
- **Alternative 3:** Parking on east side of Deer Valley Drive (current practice)
- **Alternative 4:** Parking on west side of Deer Valley Drive

Table 1 provides a summary of each alternatives with respect to major evaluation criteria.

Alternative	Cross-Section	Circulation Impacts	Estimated Space Yield ¹	Recommended?	Consequences
Existing Conditions	Existing	N/A	N/A	No	Roadway currently not optimally striped in many areas for overflow parking
1. Parking on both sides	Inadequate	Inadequate space for through lanes	N/A	No	Constrained traffic flow
2. Parking on both sides, one-way loop	Adequate	Additional congestion, difficult egress, increased trip lengths	365	No	Circulation challenges given current base operations
3. Parking on east side	Adequate	Increased jaywalking, lack of adjacent sidewalks, pedestrians exiting vehicles into traffic	180	No	Potential safety and circulation impacts
4. Parking on west side	Adequate	Ideally requires turnaround point for vehicles entering loop in Counterclockwise direction to access on-street parking. Guest Services staff required to direct this movement	185	Yes	Some circulation impacts, consider need for VMS or staff directing traffic at entry to loop

¹ Estimated space yield calculated for the segment of Deer Valley Drive between Snow Park Lodge and Amber Road, based on a 22' parking space length and required setbacks from existing intersections, driveways, hydrants, and crosswalks mandated by Section 9-2-1 of the Park City Parking Code.



ALTERNATIVE 1 was examined in order to determine whether providing parking on both sides of Deer Valley Drive is feasible. Based on the 10' recommended width for on-street parking, providing parking on both sides of the road would leave between 17' and 20' of space for through lanes. This would leave inadequate space for either 11' or 12' travel lanes (see Figures 3 and 4). Therefore, Alternative 1 is not recommended.

SOUTH: PARKING ON BOTH SIDES OF THE STREET

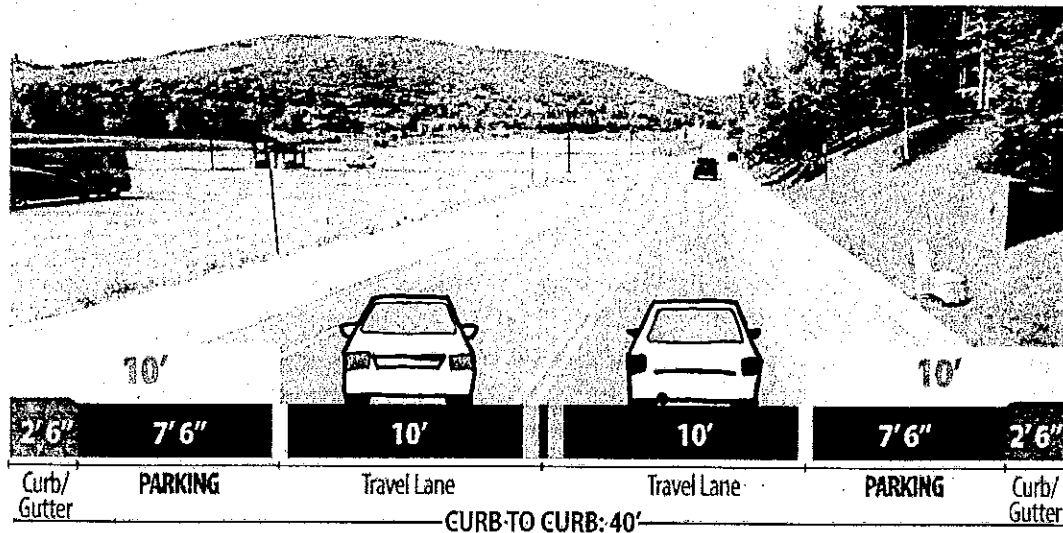


Figure 3: Parking on both sides of the South section of Deer Valley Drive

LOOP: PARKING ON BOTH SIDES OF THE STREET

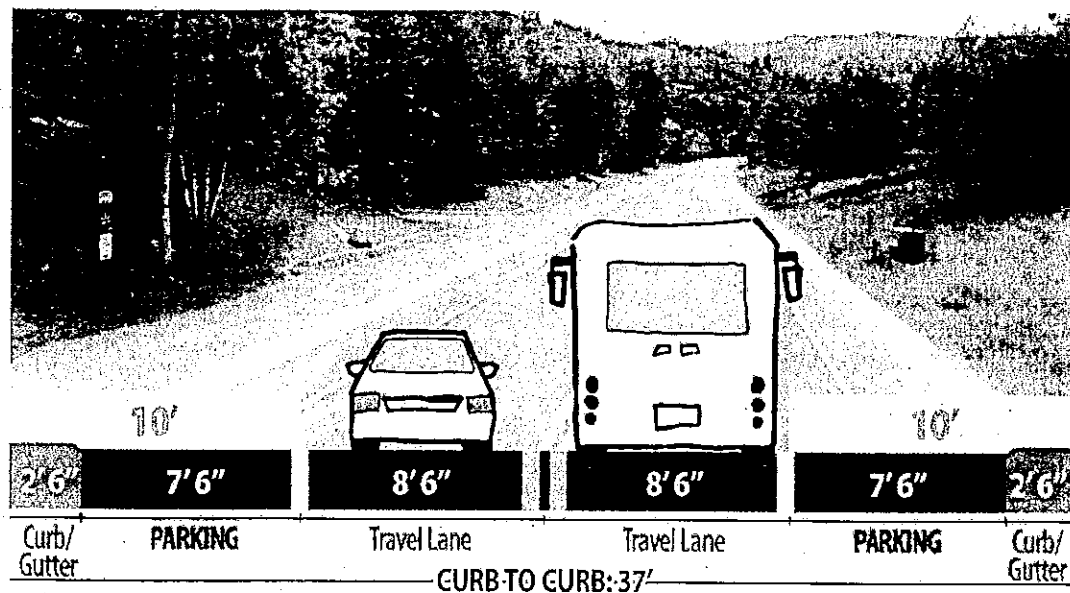


Figure 4: Parking on both sides of the Loop section of Deer Valley Drive



ALTERNATIVE 2 examines the effects of providing parking on both sides of Deer Valley Drive and reconfiguring the road from a two-way to a one-way only loop circulating in the counter-clockwise direction (figures 5 and 6). While this configuration would allow for adequate space for both-side parking without creating conflicts with through traffic, it would create substantial negative impacts on neighborhood circulation by forcing all inbound traffic to pass by the resort entry, including traffic bound for neighborhoods and lodging at the northern and northeastern sides of the loop. Because Alternative 2 would likely generate greater congestion, increase the length of trips in and around the resort, and create difficulties in efficiently entering and exiting the resort and nearby properties, this option is not recommended based on the existing roadway width and design. However, this alternative could be considered in the future if the operations and roadway are significantly changed.

SOUTH: ONE-WAY WITH PARKING ON BOTH SIDES OF THE STREET

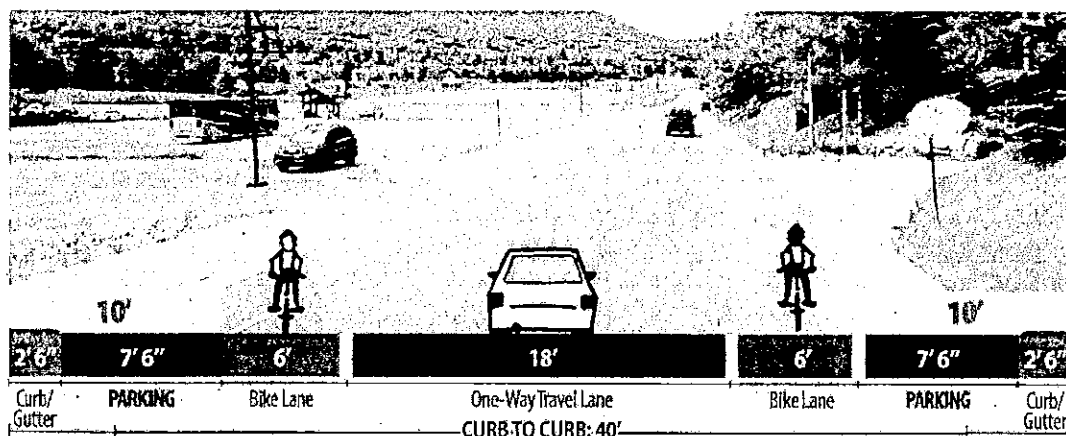


Figure 5: Parking on both sides of the South section of Deer Valley Drive, reconfigured to a one-way road

LOOP: ONE-WAY WITH PARKING ON BOTH SIDES OF THE STREET

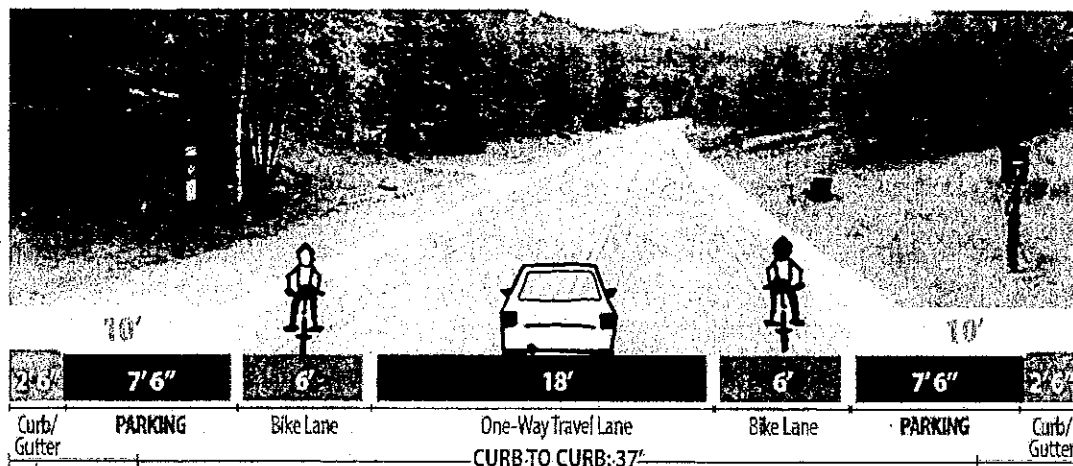


Figure 6: Parking on both sides of the Loop section of Deer Valley Drive, reconfigured to a one-way road



ALTERNATIVE 3 examines the feasibility of formalizing parking on the eastern side of Deer Valley Drive between Snow Park Lodge and Queen Ester Drive, and on the northern side between Queen Ester Drive and Amber Road. This alternative would re-stripe Deer Valley Drive (Figures 7 and 8) to formalize Deer Valley's existing practice of providing parking on this side of the roadway on days when overflow on-street parking is needed.

The existing road cross-section has adequate space to implement this alternative. However, a key disadvantage of locating on-street parking on the eastern side of Deer Valley Drive is the lack of a consistent sidewalk or path adjacent to the road, particularly in the segment of the road adjacent to the surface parking lots. The east side of the road in this area is also constrained by steep adjacent slopes, which often functions for snow storage. As a result, providing parking on the east side of Deer Valley Drive requires that occupants exit their vehicles towards the adjacent travel lane and cross the road to the sidewalk on the opposite side at uncontrolled crossings. This access situation could create safety issues as well as slowing traffic circulation. Although there are no historical issues with this current operation, it is less than ideal.

SOUTH: PARKING ON EAST SIDE OF THE STREET

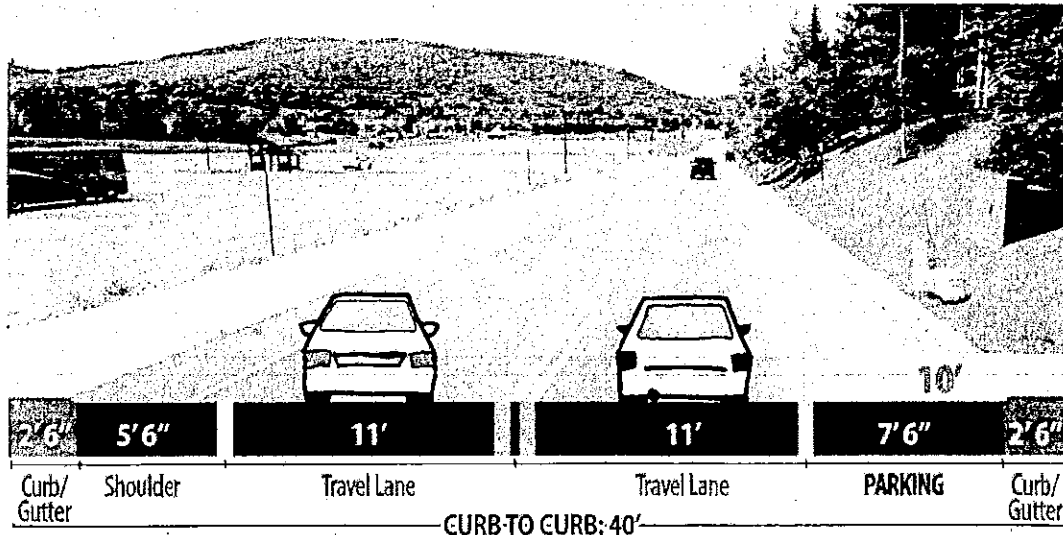


Figure 7: Parking on the east side of the South section of Deer Valley Drive



LOOP: PARKING ON EAST SIDE OF THE STREET

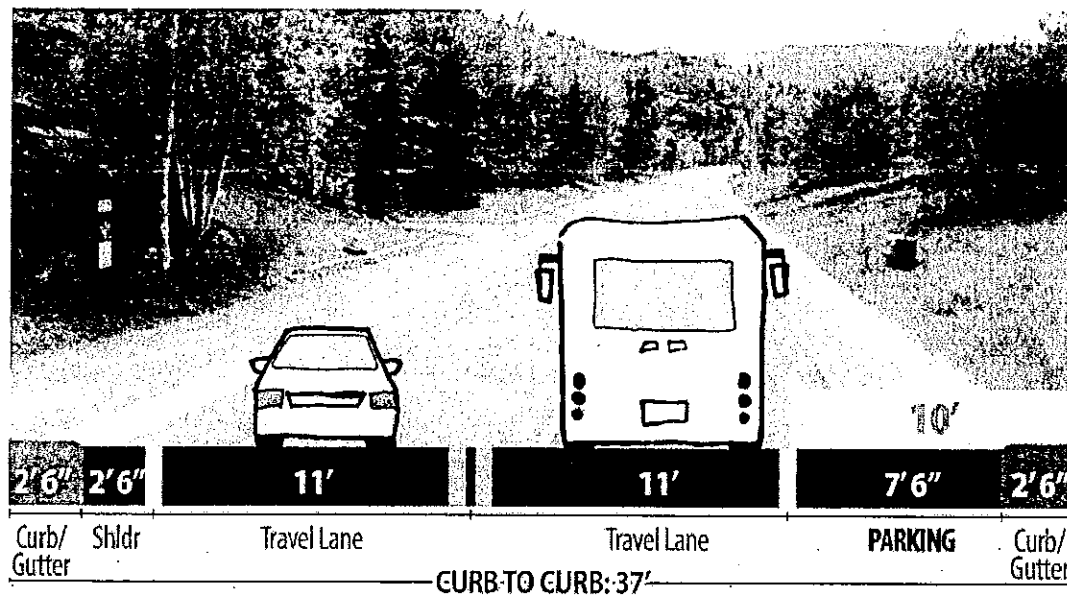


Figure 8: Parking on the east side of the Loop section of Deer Valley Drive



Alternative 4 (RECOMMENDED) examines a similar configuration to Alternative 3, but with parking located on the western side of Deer Valley Drive between Snow Park Lodge and Queen Ester Drive, and on the southern side between Queen Ester Drive and Amber Road. This alternative locates parking adjacent to the existing sidewalk/multi-use path on the inner (west) side of the loop, where guests can easily access this path to the resort (and shuttles) and other destinations without the need to cross Deer Valley Drive at unmarked locations. Figures 9 and 10 show cross-sections of the proposed layout along the south section and the north section, respectively. Figure 11 shows a "plan view" of the recommendation.

SOUTH: PARKING ON WEST SIDE OF THE STREET

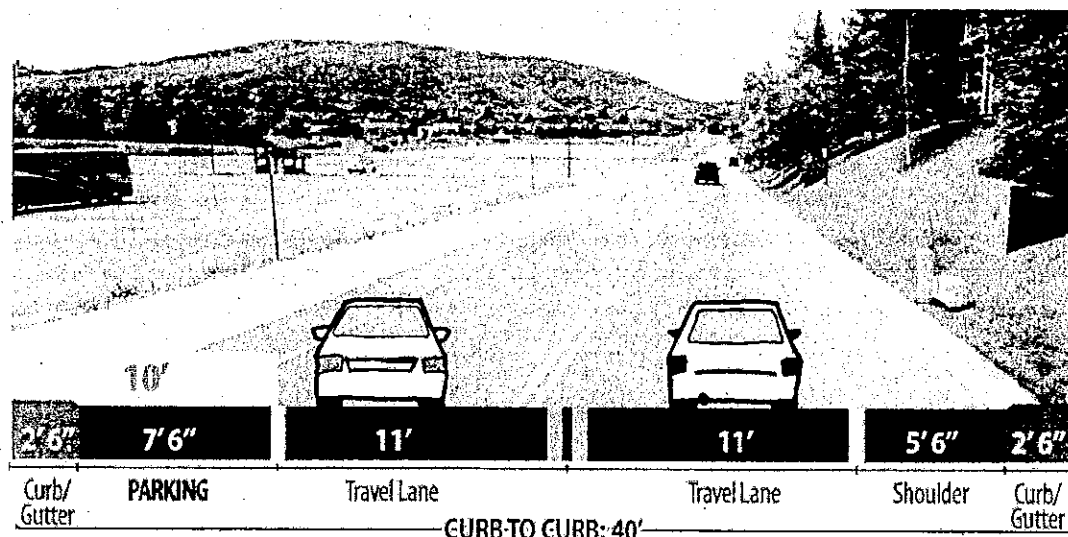


Figure 9: Parking on the west side of the South section of Deer Valley Drive

LOOP: PARKING ON WEST SIDE OF THE STREET

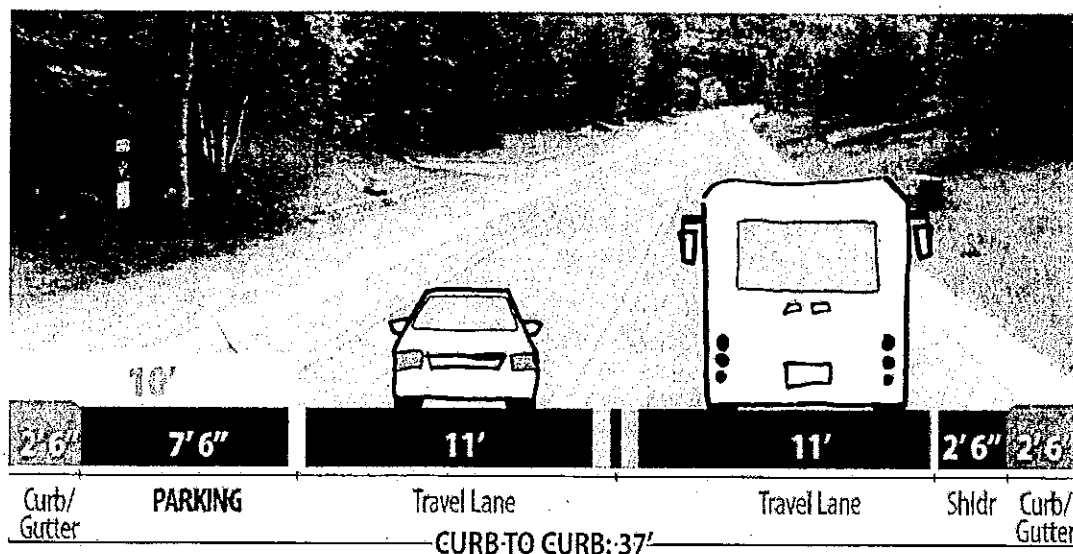


Figure 10: Parking on the west side of the Loop section of Deer Valley Drive



RECOMMENDED ALTERNATIVE WEST/SOUTH ON-STREET PARKING

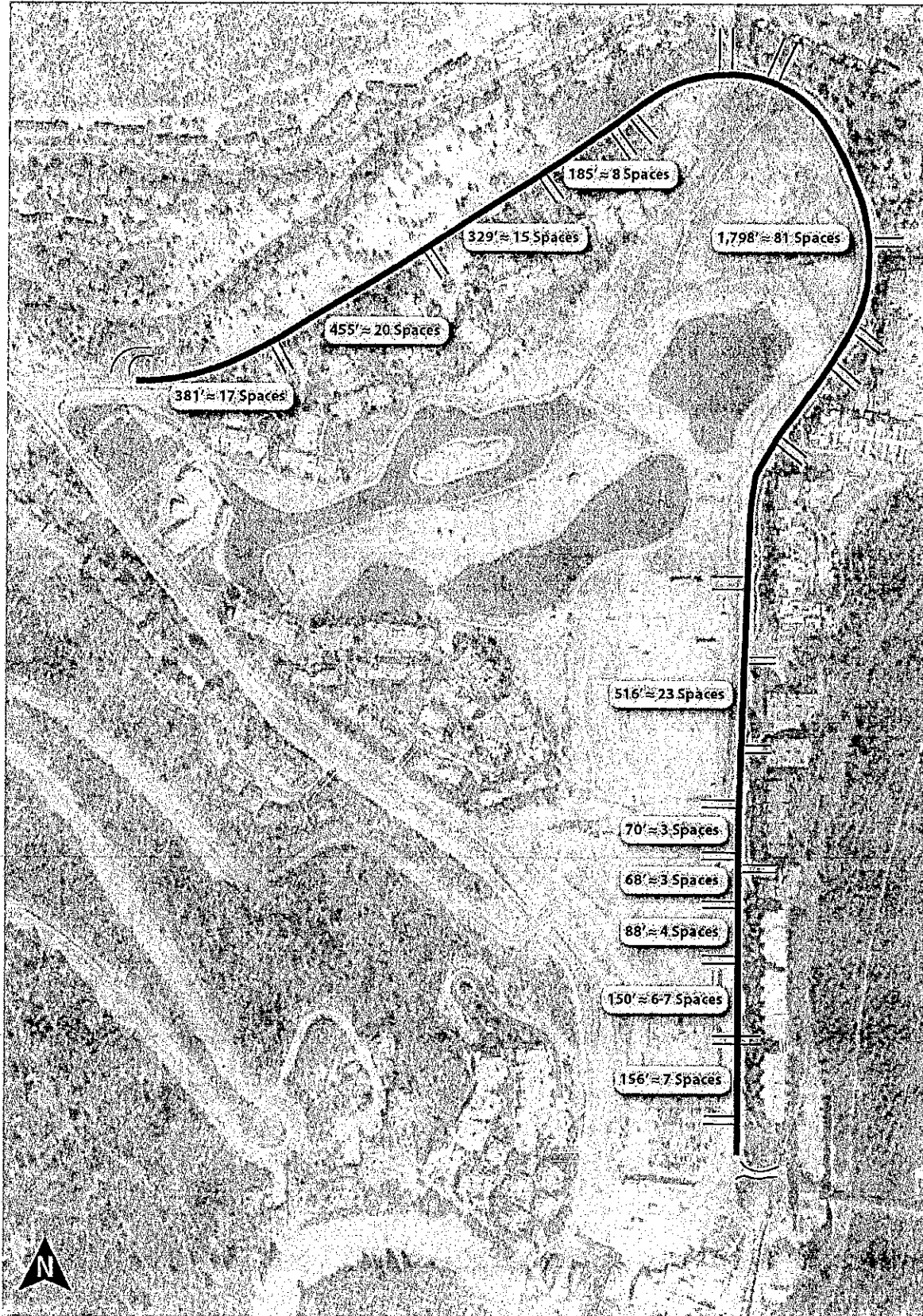


Figure 11: A "plan view" of the recommended alternative west/south on-street parking.

Total Spaces: 187



Longer term, it may be easier to have the primary route to the Snow Park Village come in from the north along Deer Valley Drive. To facilitate this desired flow, the intersection could be re-configured to have the predominate access come in along the northern segment of Deer Valley Drive. A draft concept of that reconfigured intersection is shown in Figure 12.

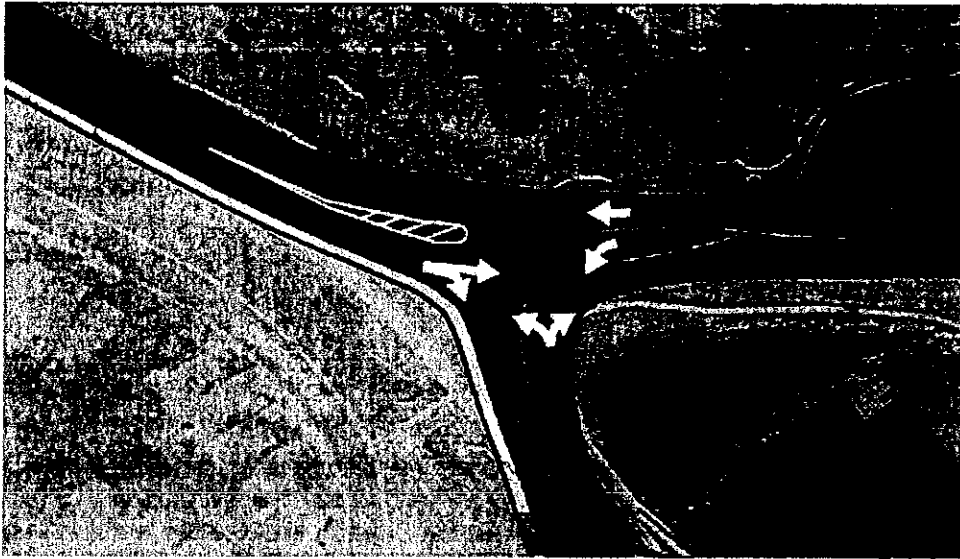


Figure 22: Deer Valley Drive intersection reconfiguration

Considerations for Implementation

Alternative 4 is recommended as the most appropriate of the four options considered in this study. If this alternative is pursued, considerations for implementation include the following:

- Restriping of Deer Valley Drive should align with the cross-sections shown for Alternative 4 (above) and include bicycle "sharrows" in both directions.
- Consider installing signage (variable or temporary) at the entry to the Deer Valley Drive loop to direct arriving vehicles towards the best direction to access available parking as lots fill to minimize congestion due to vehicles turning around.
- A designated location (such as the existing northern entry to Lot 5) should be provided as may be necessary for vehicles traveling counterclockwise around the loop to turn around and access on-street parking.
- Clear wayfinding should be provided for pedestrians accessing Snow Park Lodge via the sidewalk, either directing them to the below-grade entry, or to a crosswalk across the pick-up/drop-off area at the lodge entry.
- Formalize the overflow street parking process with Park City Municipal (PCMC). For example, is the proposed striping and formalization of on-street parking for overflow only, or should it be a permanent year-round condition.
- Ensure city sidewalk along the west side is well-plowed and maintained by PCMC during winter operations.



Engineering Department

MEMORANDUM

TO: Hannah Tyler

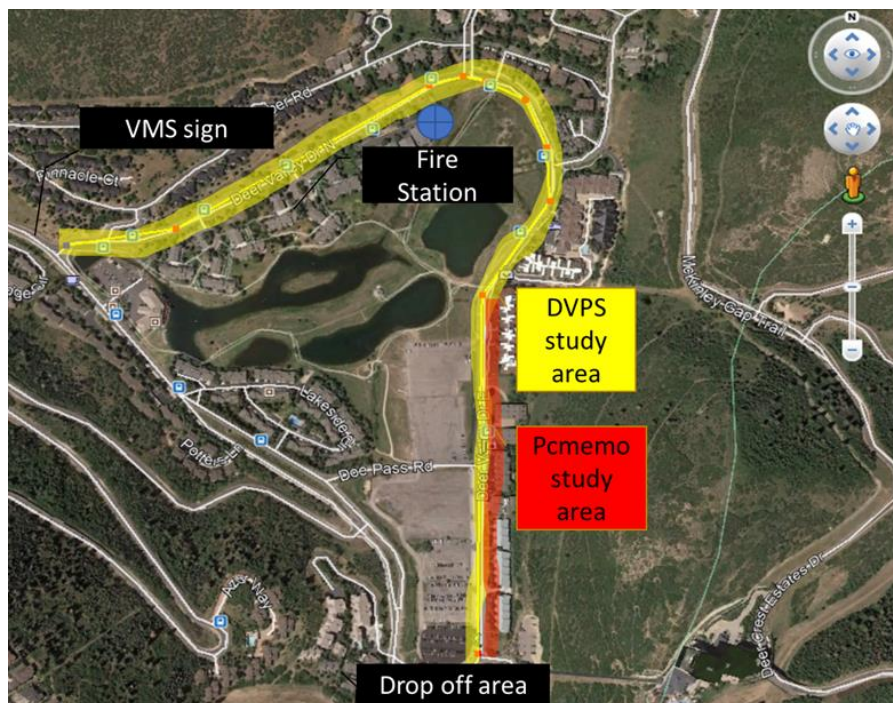
FROM: John Robertson, City Engineer & Ryan Taylor, P.E.

DATE: December 4, 2019

RE: Deer Valley Drive On-Street Parking Study dated October 2019

The Park City Engineering Department has reviewed the draft memo “Deer Valley Drive On-Street Parking Study” (DVPS) dated October 2019 from Fehr & Peers and submitted by Deer Valley. The report contemplates 4 alternatives to allow parking on Deer Valley Drive. The extent of the study included the area from the Deer Valley drop off, south past the Deer valley parking lots and continued around the loop back to Deer Valley Drive. The DVPS recommendation is to narrow the existing travel lanes and allow parallel parking on the inside (south & west) side of the roadway around the entire Deer Valley Drive loop.

Location Map Deer Valley Drive North & South



On August 1, 2019 the Park City Engineering Department issued an internal memo (PCMEMO) to the Planning Department regarding on street parking adjacent to the Deer Valley parking lots

1 through 5. The PCMEMO highlighted a number of concerns with allowing parking in the subject area.

In comparing the two documents they agree that parking should be restricted to one side of the roadway, at a minimum, and that the parking should be located on the “inside” of the loop adjacent to the existing parking lots. The reports disagree on the study area. The PCMEMO studied only the road section adjacent to the resort parking lots 1 through 5 while the DVPS contemplates parking around the majority of the loop.

This section of the roadway was not considered for parking for several reasons such as, north of parking lot 5 the road cross section narrows and the shoulders widths become variable, there are 4 tee intersections and the road alignment contains a series of curves further complicating parking. In addition, a fire station is located in the northwest corner of the loop which needs to have unrestricted access from the fire station west to the intersection. Allowing on street parking in this narrower section, particularly west of the fire station cannot be supported by the City Engineering office with the current road width.

With the concerns noted in the August 1st memo combined with the above factors Park City Engineering Department does not support any on street parking north of lot 5. Future discussion regarding on street parking for Resort events should be limited to the section of Deer Valley Drive located adjacent to the resort parking lots. According to Figure 11 of the October DVPS this will reduce the potential on street parking from 187 spaces to approximately 50 spaces.

For the areas where both reports recommend allowing on-street parking the proposed cross sections of the roadway vary. The DVPS recommends 11 foot travel lanes with a 10 foot parking strip. The Park City design standards, noted in the PCMEMO, require 12 foot travel lanes. Because of the high traffic volumes that often coincide with the on street parking the engineering office recommends maintaining 12 foot travel lanes, which will require restriping of the existing cross section and reducing the east shoulder width accordingly.

On the days that overflow parking is allowed and when the parking lots are full, it is recommended that a variable message sign be placed or activated at the divergence of the two stretches of Deer Valley Drive indicating that the lots are full and directing overflow parking to the east or southbound leg. By directing traffic to this leg of Deer Valley Drive at this location we will be able reduce the u-turns that would occur if vehicles used the west leg of Deer Valley Drive to access the shoulder adjacent to the parking lots for overflow parking. Additionally, the “No Parking Signs” adjacent to the parking lots should be bagged in order to avoid driver confusion. The City should be alerted on the days that overflow parking will be allowed on Deer Valley Drive.

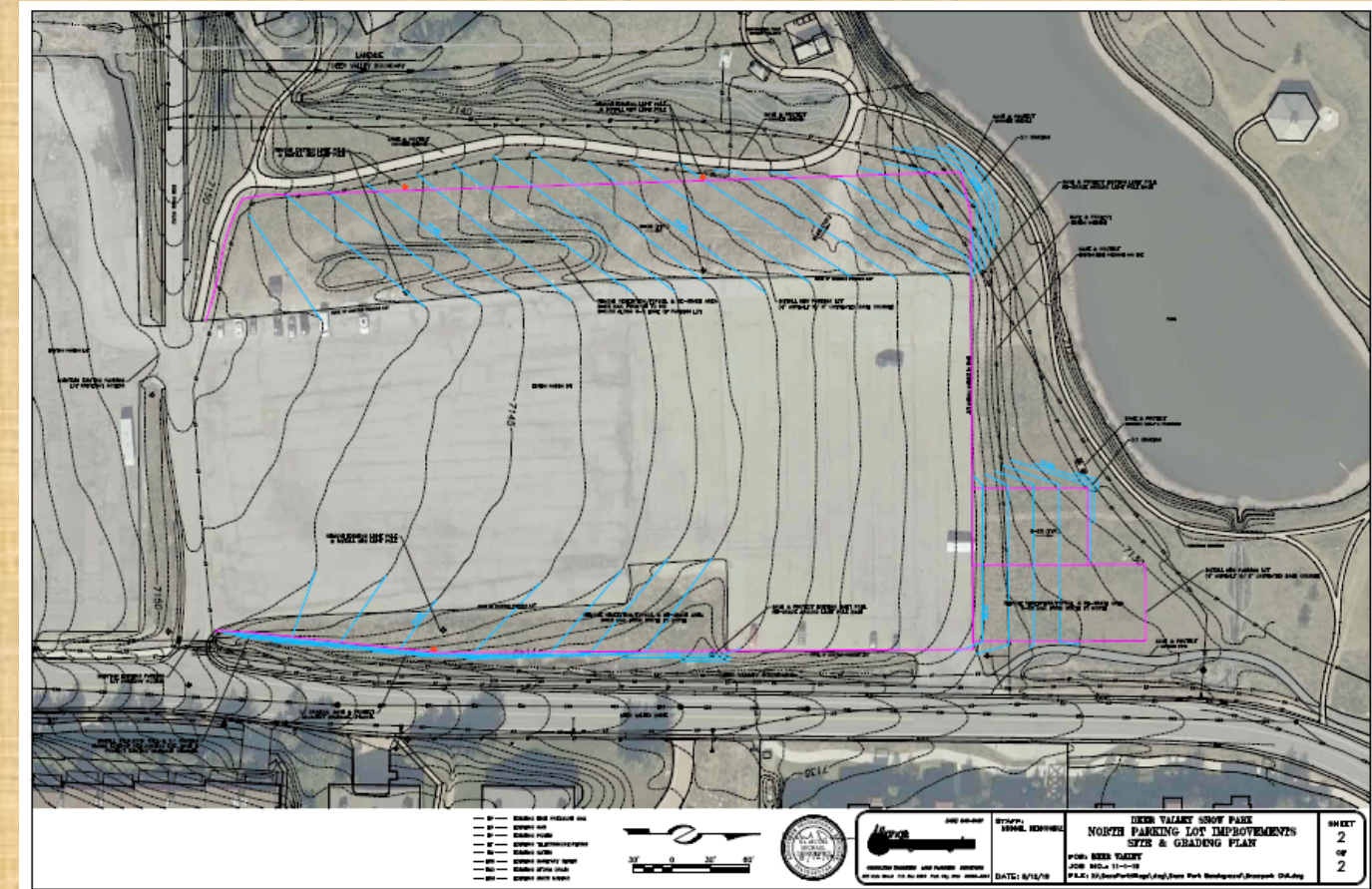
PARK CITY PLANNING COMMISSION WORK SESSION - AUGUST 14, 2019



DEER VALLEY®

Request....

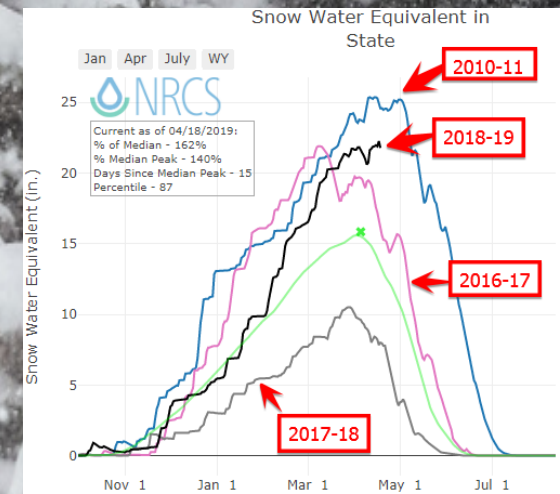
- Within the Existing Snow Park base area development parcel and Existing Lot 5, expand asphalt approximately 65-75 feet to the West as well as straighten out the Eastern edge of asphalt.
- Parking area gained would be approximately 48,000 sq. ft. (or 1.1 acre)
- Estimate this will enable us to increase 2 full rows of parking for an additional 90 cars (45 cars per row).



Why we are here:

- Deer Valley Master Planned Development Permit has always required the various development parcels (condos, single family, etc.) within the MPD area to self-park. In 1993 (7th Amendment), the following was added as it relates to skier parking at Snow Park:

“If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission.”
- The MPD had always contemplated that phased construction of parking would occur over time, based on current needs.
- Deer Valley had never desired to build parking lots in advance of need.
- The Snow Park parking lot area is also the site of a future very dense, mixed-use village development (as well as a TDR Zone).
- The initial Special Exception Permit (1978) contemplated parking by skier capacity with *“one car [parking space] per every five (5) skiers the hill is capable of handling”*.
 - Deer Valley’s 1978 Master Plan tied to such permit includes a skier density analysis with a Comfortable Carrying Capacity of 9,700 skiers.
 - Calculation: $9,700 \div 5 = 1,940$ parking spaces
- History of the Parking Lots:
 - Initially constructed first phase of parking prior to Resort opening (approximately current lots 1, 2, 3, and 4) to serve in our “start-up” years.
 - Early 90’s, we added the south section of lot 5.
 - In 2001, we added a temporary parking lot for the Olympics (across from The Lodges), which then turned into a pond.
 - In 2003, we added the north section of lot 5.
 - Through today, the lots have NOT been expanded since 2003 (16 years).....To say we (town, Resorts, business, all of us) have not grown since 2003 would be an understatement. Clearly we have never utilized a “pave first” strategy.



2018-19: One of Utah's Snowiest Seasons on Record!!

BY [YETI](#) \ MAY 21 2019

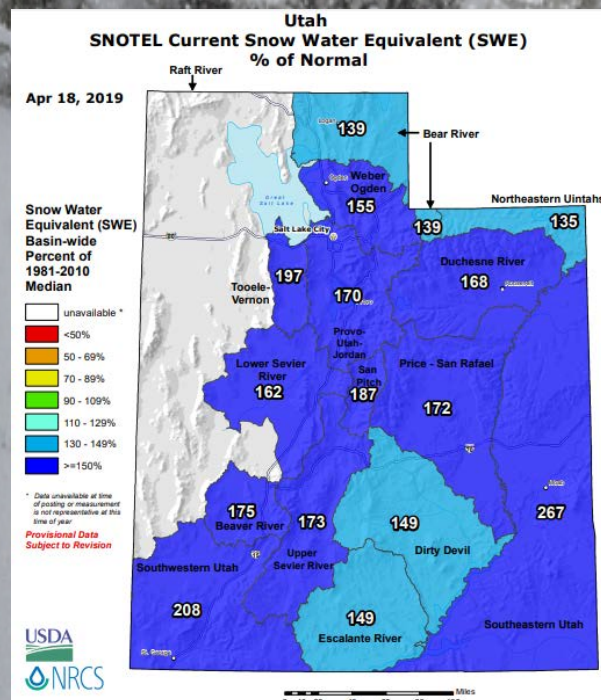
What a season it has been! **The 2018-19 season has been one of Utah's snowiest on record and the state set a new record for skier days at 5.125 million.** Nationally, skier visits were up to 59 million, the fourth-best year ever.

Every ski resort in the state recorded above-normal snowfall for the season. When we look at the statewide snowpack numbers, we can see just how far above normal we actually are:

Every watershed basin in the state is at 135% of average or higher. Some areas, such as southwest Utah, are more than double the average snowpack! When we look at these numbers graphically, we can see that Utah statewide mean snowpack is one of the highest we've ever seen:

On average, we are 162% of median snowpack for this date. We have received more than double the snowfall of the 2017-18 season. We are even challenging the great 2010-11 winter, in which Utah shattered all previous snowfall records.

While the numbers are impressive, what might be even more remarkable is the consistency of the snowfall. Since resorts opened, we have not gone more than 7 days without snow.



Considerations....

- Parking figures and skier visits directly correlate with years of above average snowfall and/or booming economy!
- 2018-19 “Best Year Ever” in terms of amount and consistency of snowfall and temperatures!
- Other uses within parking lots include Community Events such as Sundance, Art Fest, Tour of Utah (etc) as well as local contractors, St. Regis, Fire Dept. practice, other locals parking then taking transit away, and so forth.

Historical Seasonal Overflow Parking Days and Snowfall Data			
2018-19	35	410"	Huge Snow!
2017-18	8	190"	
2016-17	19	407"	Huge Snow!
2015-16	10	325"	Above Avg.
2014-15	3	173"	
2013-14	6	272"	
2012-13	3	256"	
2011-12	8	233"	
2010-11	17	474"	Huge Snow!
2009-10	11	354"	Above Avg.
2008-09	13	398"	Huge Snow!
2007-08	43	402"	Huge Snow!
2006-07	104	n/a	
2005-06	42	n/a	
2004-05	41	n/a	
2003-04	31	n/a	
2002-03	missing	n/a	
2000-01	84	n/a	pre-olympic
1999-00	42	n/a	
1998-99	25	n/a	
1997-98	19	n/a	
1996-97	12	n/a	

2018-19 Overflow Parking Stats

35 Days Overflow (11 of these were above 90 cars)
4 of these during Sundance & World Championships
2 additional during World Championships
4 additional LCC and/or BCC closed
2 additional BCC closed - lots full

2018-19 Skier Visits Compared to 2017-18 Season

14% Increase of Paid Visits at the Resort (2.1% from Ikon)
24% Increase across Utah
17.4% Increase across Rocky Mountains
11.4% Increase Nationwide

Strategies Implemented in Harmony with Resort Staff, Business, Community....





STAFF HOUSING

In addition to satisfying all of the Resort's developmental Affordable Housing obligations by 1995 and aiding to create Mountainlands Community Housing Trust and the Peace House, Deer Valley provides its own Employee Housing with 423 beds across 4 Staff housing facilities. This covers approximately **15.1%** of our total winter Staff of 2,800.

- Prospector Condominiums
- Snowshoe Inn
- River's Edge
- Snow Country Condominiums



Where Staff Live:

Park City Zip Codes	980	35%
Wasatch County	427	15%
Deer Valley Housing	423	15%
Salt Lake County	362	13%
Beyond	352	13%
Eastern Summit County	184	7%
Utah County	72	3%
	2800	

TRANSPORTATION OFFERINGS

UTA Pass • Le Bus Contract • Resort Shuttle Service

- Fully subsidized UTA pass for any staff member who resides in the Salt Lake and Utah valleys (Note: Staff ridership has decreased since the elimination of direct bus to Snow Park)
- Contracted bus service through LeBus from Heber/Rivers Edge
- Staff-Operated Shuttle Service for Rivers Edge Residents
 - Schedule includes 21 trips daily (each way)
 - Trip to Heber for shopping (Walmart and Smiths)
 - Requires multiple shuttles and/or vans and drivers working from 6:45am to 1:30am, 7 days a week.





STAFF DINING

Three staff dining rooms for on-duty staff

Light breakfast options (winter only) and at-cost lunch or dinner are available to on-duty staff year-round.

\$3.50 for the daily special which includes a full meal and fountain drink, coffee, hot chocolate, tea available all day. Always a vegetarian version available.

Other options available everyday on a per item cost basis such as; made to order burgers, sandwiches and full salad bar.





On-Site Childcare and Deer Valley Academy

Employees are eligible for a 50% discount on standard winter products in the Deer Valley Children's Center (Infant Care, Little Tots, Big Tots, Little Kids and Big Kids) for eligible dependent children.

There are also a limited number of employee-discounted spaces available in the Deer Valley Academy at a 10% or 20% discount based upon employment status at the beginning of each Deer Valley Academy semester.





• Health Insurance

- Available to all year-round and seasonal full-time staff. Deer Valley subsidizes 50% of the cost of insurance, with the staff member's share of premiums paid through payroll deduction.

• 401(k) retirement plan

- Deer Valley is a part of the Alterra Mountain Company, which is available to all year-round and seasonal staff with matching program.

• Employee Assistance Program through Blomquist Hale

- Deer Valley offers all its staff, their spouses and dependents free, *confidential* counseling through an employee assistance program (EAP). Professional counseling is available 24 hours a day, 7 days a week. The EAP is offered through **Blomquist Hale**. EAP services are provided for a wide range of issues such as: Stress/Anxiety, Parenting, Aging, Grief, Finances, Depression, Relationships, Child/Elder Care, Workplace Abuse, Alcohol/Drugs, Marriage, Legal and Family issues.

• Skier Services

- Employees and their eligible spouse and dependents receive a **50%** discount on adult group lessons and children's group lesson programs.
- In addition to these discounts, **one complimentary lesson** will be offered to **active employees** during the season on specific dates.
- All employees and their eligible spouse and dependents may receive a **50%** discount on ski equipment rentals for themselves through Deer Valley's Rental Shop.

NEW TRANSPORTATION OFFERINGS

RideAmigos Rideshare

Resort/community effort to reduce traffic and parking concerns throughout town



THANK YOU!



DEER VALLEY

TECHNICAL REPORT REGARDING PARKING MITIGATION MEASURES AT DEER VALLEY RESORT

To: Park City Planning Department

From: Deer Valley Resort Company

Date: August 27, 2019

INTRODUCTION

The 12th Amended Deer Valley Master Planned Development Permit dated November 30, 2016 (the “**MPD**”) requires that *“If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season, the need for constructing additional parking in said area shall be reviewed by the [Planning] Commission.”*

The capacity of the surface parking lots in the Snow Park Community was exceeded on more than 10% of the days during the 2018-2019 ski season. On August 14, 2019 the Planning Commission reviewed in work session Deer Valley’s request to pave approximately 0.92 acres of Deer Valley’s property at Snow Park to increase the parking capacity of the area known as Lot 5. At that time public comment was taken regarding the request, the Planning Commission asked questions of Deer Valley’s representative, and each of the Planning Commissioners expressed their thoughts regarding the proposed expansion.

To further supplement the resources available to the Planning Department in reviewing Deer Valley’s application for the grading permit necessary to make the additional improvements to Lot 5, and as contemplated by Paragraph J of the MPD, Deer Valley submits this Technical Report Regarding Parking Mitigation Measures at Deer Valley Resort (“**Report**”).

Deer Valley has constructed the parking at Snow Park in phases, over time, as outlined in the Planning Commission Staff Report dated August 14, 2019, attached as **Exhibit “A”** (“**Staff Report**”). Deer Valley has been conservative in its development of paved surface parking lots, and has not constructed parking facilities until the need to do so has been evaluated and confirmed.

The last addition to the surface parking lots at Snow Park was 16 years ago. That change added the north section of Lot 5, as shown on Exhibit “C” of the Staff Report, and was completed in 2003.

Because the capacity of the surface parking lots at Snow Park was exceeded on more than 10% of the days during the 2019 ski season, Deer Valley is pursuing the course mandated by the MPD by presenting to the Planning Commission, for review, a plan for expansion

of the Snow Park lot. The proposed expansion would straighten the eastern edge of the lot and to expand the lot approximately 65-75 feet to the west as depicted on the attached **Exhibit “B”**. It should be noted that the entirety of the area being proposed for the expansion lies within the RD zone and the future site of the Snow Park Village mixed-use development. This expansion would increase the paved area at Snow Park by approximately 40,000 square feet (0.92 acre) and provide an estimated 90 additional parking stalls, bringing the total number of parking spaces at Snow Park to approximately 1,340.

MITIGATION MEASURES

Deer Valley values conservation, sustainability, and green space. Accordingly, over the course of its development, Deer Valley has chosen to institute noteworthy measures to mitigate the need to increase the total area of its parking lots (the “**Mitigation Measures**”) even as skier visits to Deer Valley have increased. The Mitigation Measures include the following:

1. **Providing Employee Housing Near the Resort.** Deer Valley provides its own employee housing in four communities in and around Park City. This includes 423 beds, and houses approximately 15% of Deer Valley’s total peak winter staff of 2,800. In most cases, Deer Valley does not permit employees residing in its housing within Park City to have personal vehicles. In addition to providing housing at an affordable price to employees, the employee housing in Park City, together with the personal vehicle restrictions, increases the likelihood that employees will not only utilize alternative transportation but genuinely rely upon it as their primary means of transportation. This necessarily results in a decreased number of employees who will bring a vehicle and park at the resort.

2. **Funding Private and Public Transportation.**

- a. In-House Shuttle Service. Deer Valley provides in-house shuttle services (the “**DV Shuttle**”) for its employees living in River’s Edge in Wasatch County. The DV Shuttle provides transportation between this community and the resort, and requires multiple vehicles and drivers to be in service from 6:45am until 1:30am the following morning (19+ hours per day) every day of the week. The DV Shuttle program results in a decreased number of employees who must bring a vehicle and park at the resort.

- b. Private Transportation Contract. Deer Valley has contracted with a private bus company for bus service between Heber and the resort to transport employees who reside in the Heber Valley. The utilization of this private transportation service results in a decreased number of employees who drive to and park at the resort.

- c. Fully Subsidized UTA Passes. Deer Valley fully subsidizes a UTA pass for staff members residing in the Salt Lake and Utah valleys. This program also results in a decreased number of employees who must bring a vehicle and park at the resort, though the number of Deer Valley employees who utilize UTA has decreased since routes were adjusted and the direct route to Snow Park was eliminated.

3. Reducing the Need for Employee Trips Away from the Resort During the Work Day.

a. On-site Staff Dining. Deer Valley provides breakfast, lunch, and dinner options at heavily subsidized cost for on-duty staff. Breakfast and dinner are available during the ski season only. Lunch is available year-round. Offering reasonably-priced meals on-site results in a decreased need for employees to bring a vehicle to the resort for access to meals during the work day.

b. On-site Childcare. Employees are eligible for a 50% discount for their dependent children in the Deer Valley Children's Center, which includes Infant Care, Little Tots, Big Tots, Little Kids and Big Kids. Offering discounted childcare at the resort results in a decreased number of employees who must bring a vehicle and park at the resort in order to drop their children off at a different care center, or in anticipation of emergencies that may arise if a child is at another care center.

c. Deer Valley Academy. Limited spaces at the Deer Valley Academy are available for dependent children of employees at a 10-20% discount, depending on the employee's status at the beginning of each semester at the academy. Similar to the way in which on-site child care mitigates a need for increased parking, incentivizing employees to enroll their children in an on-site academy results in a decreased number of employees who must bring a vehicle and park at the resort.

These successful Mitigation Measures evidence Deer Valley's long-term commitment to spending resources to reduce personal vehicle traffic to the resort.

DEER VALLEY'S SKIER CAPACITY, PARKING RATIO, AND THE NEED TO EXPAND

In this Report, the number of skiers a given ski resort is capable of hosting on a given day is referred to as "skier capacity." For example, if a ski resort has facilities to accommodate 1,000 skiers per day, its skier capacity is 1,000. Further, the ratio of parking spaces to skiers is referred to herein as a "parking ratio." For example, if the resort determines the necessary number of parking spaces by providing one parking space for every three skiers, then the parking ratio is 1:3. Finally, "necessary parking stalls" is used herein to indicate the number of parking stalls determined by applying the parking ratio to the skier capacity. Using the foregoing examples, a resort with a skier capacity of 1,000 and a parking ratio of 1:3 would result in 333 required parking stalls.

There is not a fixed industry standard regarding parking ratios for ski areas because there are many variables affecting the need for parking that relate to the individual location and character of any given ski area. For example, ski resorts catering to local resident skiers would typically require more parking than a resort with a greater number of skiers staying in lodging at the resort. Deer Valley's resort design consultants indicate that parking ratios would typically range from 1:3 for a resort catering to day-use skiers to 1:5 for a destination resort.

Deer Valley's parking ratio was addressed by Park City when the master plan for Deer Valley was originally approved. As memorialized in the Planning Commission Report

dated July 13, 1977 attached as **Exhibit “C”**, the Planning Commission recommended that the total parking area for the resort “be of such a size that it will accommodate one car for every five skiers the hill is capable of handling” (Article VII.B.). The recommendation appears to have been adopted when the city granted the Special Exception Permit in 1978 (the “**Permit**”) which “initially regulated parking by skier capacity with ‘one car [parking space] per every five (5) skiers the hill is capable of handling’” (see page 2 of the Planning Commission Staff Report dated August 14, 2019, attached as **Exhibit “A”**) (this 1:5 parking ratio is referred to herein as the “**DV Parking Ratio**”). To date, though there have been multiple amendments and restatements of the MPD, none of the amendments have revised or amended the DV Parking Ratio as determined in 1978. Further, the DV Parking Ratio, though established four decades ago, is still well within current industry expectations according to Deer Valley’s design consultants. Given the establishment of the DV Parking Ratio by the Park City Council and its falling well within the parameters of current industry expectations, it is reasonable to conclude that the DV Parking Ratio is an appropriate parking ratio by which to determine the necessary parking for Deer Valley.

In 1978, Deer Valley’s Master Plan indicated that the resort’s skier capacity was 9,700 skiers. Applying the DV Parking Ratio to that skier capacity results in 1,940 necessary parking stalls. Over the years, lift capacity at Deer Valley has increased markedly, yet the resort has managed to keep its parking needs well below industry expectations due, at least in part, to implementing the Mitigation Measures described above. Even with the additional 90 stalls being requested, this still puts the total stalls (approximately 1,340) at 30% less than the 1,940 contemplated in 1978.

Public Transportation

In addition to Deer Valley’s ongoing Mitigation Measures, and the minimal expansion of the paved area of Lot 5 being sought, Deer Valley expects that improvements in the municipal and state public transit systems will further mitigate the need for further additional parking in the future.

Deer Valley will continue working to support future improvements particularly in the availability and use of the municipal public transit system serving the resort. These expected improvements include:

- (i) more frequent and direct bus routes serving Deer Valley;
- (ii) convenient and accessible park and ride lots with access to stops on direct-service routes to Deer Valley; and
- (iii) traffic lanes in public roads that are designated for public transit only.

Conclusion

Notwithstanding the extensive mitigation measures taken by Deer Valley over the years to reduce the need for parking at the resort, it is acknowledged that the current parking at Snow Park was insufficient to handle the number of vehicles coming to Deer Valley in the

2018-2019 ski season, one of the biggest snow years on record. This necessitated Deer Valley taking the action mandated by the MPD, which is to have the Planning Commission review the need for additional parking at Snow Park.

The Planning Commission conducted that review on August 14, 2019, and the comments of the Commission members were supportive of the request to expand. Further, some Commission members specifically commented on the need to expedite the approval process for the expansion so that it can be completed in the short window remaining to prepare and pave the expansion area prior to winter 2019.

The expansion of the Snow Park lots is consistent with the long-term plan for parking at Deer Valley, as expressed in the MPD and related city documents which contemplated a satisfactory amount of parking at Snow Park to meet the necessary demands of future skier capacity. Further, as noted by the Planning Commission, this request for an expansion of the parking lots is expected to be somewhat of a temporary measure, as the ultimate residential and commercial development of Snow Park will require significant alterations to the existing public parking infrastructure.

Finally, Deer Valley will continue its mitigation efforts, and seek for other ways to reduce traffic and parking needs at the resort. To do so is not only good business practice, but is consistent with Deer Valley's commitment to its employees, guests and the community. As mentioned in the August 14 Planning Commission meeting, Deer Valley has added 20 more beds to its housing inventory in 2019, and Deer Valley, Park City and the other resorts serving Park City are funding and implementing a ride-share app to encourage carpooling and sharing among those who frequent the resorts. It's impossible to know at this point what quantifiable impact these will have on traffic and parking for the upcoming ski season. What we can reliably expect is that the failure to allow an expansion of the Snow Park lots for the 2019-2020 ski season will not reduce the number of vehicles that will visit Deer Valley.

Deer Valley has consistently invested time, effort and money in significant efforts to mitigate traffic and parking demands at the resort. It fully intends to continue those efforts, both independent of, and in concert with, other city and regional measures.

Exhibit A



**PARK CITY PLANNING COMMISSION MEETING
SUMMIT COUNTY, UTAH
August 14, 2019**

PUBLIC NOTICE IS HEREBY GIVEN that the PLANNING COMMISSION of Park City, Utah will hold its Regular Planning Commission Meeting at the City Council Chambers, 445 Marsac Avenue, Park City, Utah 84060 for the purposes and at the times as described below on Wednesday, August 14, 2019.

MEETING CALLED TO ORDER AT 5:30 PM.

I.ROLL CALL

II.MINUTES APPROVAL

III.PUBLIC COMMUNICATIONS

IV.STAFF AND BOARD COMMUNICATIONS AND DISCLOSURES

V.CONTINUATIONS

- V.A. 245 Woodside Avenue – Plat Amendment – Proposal to remove an interior lot line to create one (1) lot of record 2,812 square feet in size. PL-19-04209
Public Hearing and Continuation to September 11, 2019.

Staff Report

VI.CONSENT AGENDA

VII.WORK SESSION

- VII.A. Deer Valley Resort Base Area Parking Plan update pursuant to the Twelfth Amended and Restated Large Scale Master Planned Development Permit Section G. Off-Street Parking. The capacity of the surface parking lots in the Snow Park Community was exceeded on 10% or more of the days during the 2018-2019 ski season. Therefore, the Planning Commission is reviewing the parking in said area.

Staff Report

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Planning Commission Staff Report



Subject: Deer Valley Resort – Base Area Parking Plan Update Pursuant to Section G. Off-Street Parking of the Development Agreement
Author: Hannah M. Tyler, AICP, Senior Planner
Date: August 14, 2019
Type of Item: Work Session

During the 2018-2019 ski season, the City found that Deer Valley Resort had exceeded parking allocations within "Section G. Off-Street Parking of the Development Agreement" because the capacity of the surface parking lots in the Snow Park Community were exceeded on more than 10% of the operating days. Exceeding capacity of the surface parking lots (which contain approximately 1,250 parking spaces) during the 2018-2019 ski season resulted in considerable traffic and congestion impacts overall, additional on-street parking (+/- 80 vehicles) within the Deer Valley Drive Right-of-Way during a heavy snow year, conflict with City transit busses, and guests walking in the Right-of-Way.

The Planning Commission approved the Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit (known herein as "the Development Agreement") in 2016, and the full Development Agreement is included as Exhibit A. There was no change in parking calculations or obligations as a part of the 2016 Development Agreement; however, language specific to Parking has been included in the Deer Valley Development Agreements and approvals since the original 1978 Special Exception Permit.

The 1978 Special Exception Permit was a permit for the construction of a 1,597 acre planned unit development in the "Deer Valley areas, American Flag Community, Lake Flat Community and the Bald Eagle Community." The acreage calculation did not include "[A]ll the area to be skied." The project was approved as a six (6) phase development to be completed over 15 years. At the time of approval, the development was split between two (2) jurisdictions with approximately two-thirds of the development in Park City Corporate limits and the southernmost one-third in unincorporated Summit County. The Planning Commission recommended annexing the southernmost one-third of the development which ultimately was annexed later in 1978.

Section G. Off-Street Parking of the 2016 Development Agreement states:

Parking required with relation to each portion of the Project shall be based upon Code as in effect at the time application for a building permit for such portion of the Project as is filed with City. For purposes of calculating required parking, the Project shall be deemed to be zoned Residential Development District (RD)

Master Planned Developments (MPD). Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space.

If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission.

The Snow Park Community is generally defined as the areas north of the Snow Park Lodge including the parking lots, snowmaking ponds, and adjacent Multi-Unit Dwellings within the base area periphery. The 1978 Special Exception Permit initially regulated parking by skier capacity with "one car [parking space] per every five (5) skiers the hill is capable of handling." It wasn't until the 7th Amended and Restated Large Scale Master Planned Development Permit in 1993 that the language regarding the Snow Park Community surface parking lots capacity was implemented. The 1993 (7th) Development Agreement initialized the Deer Valley Resort obligation to return to Planning Commission should the capacity of the surface lots be exceeded on 10% or more of the days during any single ski season. Since 1993, the parking lots have been expanded to the north including a temporary parking lot that was constructed for the 2002 Winter Olympics. The 2002 Winter Olympic parking lot has since been converted into a snowmaking pond. Staff has included Exhibit C which provides a timeline for the Snow Park Community surface parking lot expansions based on available satellite imagery.

The parking initially provided appears to address the skier capacity through the daily ticket limitations self-imposed by Deer Valley, with consideration given to other impacts like Nightly Rental occupancy and transit operations. Deer Valley intends to implement an RFID lift ticket tracking system for the 2019 ski season. This system is similar to other systems currently in use at local resorts. Deer Valley Resort has stated that skier visits increased due to expanded season pass sales, weather, Cottonwood Canyon(s) closures, and additional marketing efforts. The increase in skier visitation is a positive outcome for Deer Valley Resort and the City. However, neither the resort nor the City have had an opportunity to fully measure the impact on City infrastructure, mitigation efforts, and public safety. Deer Valley Resort has indicated that the skier capacity (daily basis) has not changed since the installation of the Empire Pass pod of lifts and trails.

Deer Valley Resort also points out that they have exceeded the trigger previously in big snow and event years [the City/Development Agreement does not count days regulated under a Special Event Permit. The City increased efforts to monitor the street parking after increased neighborhood issues, transit and public safety considerations were raised.

The purpose of this Work Session is for Deer Valley Resort to address exceeding Section G. Off-Street Parking, specifically for the Snow Park Community during the 2018-2019 ski season. Deer Valley Resort has expressed interest in expanding the lower parking lot by at least 80 parking spaces.

In general, staff does not recommend a pave-first strategy, and in particular staff does not recommend expansion of paved/surface level parking to the east towards Deer Valley Drive. Staff suggests a renewed focus on a combination of implementation strategies in addition to a potential parking lot expansion because drawing more visitations from single occupancy vehicles, guests and staff, directly conflicts with mitigation of the Resort parking. Additionally, a broader approach is more consistent with the following City goals:

General Plan Goals, Objectives and Strategies:

- *Goal #3:* Park City will encourage alternative modes of transportation on a regional and local scale to maintain our small town character.
- *Objective 3C:* Public transportation routes should be designed to increase efficiency of passenger trips and capture increased ridership of visitors and locals.
- *Detail Strategy for Reduction in Greenhouse Gases:* Increase utilization and scope of alternative transportation options including bus transit, car sharing, biking, and walking.
- *Implementation Strategy 5.39:* Develop employee outreach programs focused on large employers.
- *Detailed Strategy to reduce single occupancy vehicles:* Create programs that would support carpooling i.e. online carpooling database, etc.
- *Detailed Strategy for Commercial Nodes:* The Park City Retail Study recommends the following improvement to Deer Valley:
 - Given location, ensure transportation systems effectively serve Deer Valley.
- *Community Planning Strategy 11.1:* Provide flexibility to the two primary resorts in town within Master Planned Development amendments to allow the primary resorts to evolve with the tourism industry and increase occupancy rates year-round.

City Council Critical Priorities:

Thriving Mountain Town: Transportation

- Congestion Reduction
- Sustainable and effective Multi-Modal Transportation
- Balance between tourism and local quality of life

Preserving and Enhancing the Natural Environment: Energy

- Conservation, Renewable Energy, Carbon Reduction

The acting City Engineer has provided a memo detailing the capacity and parking capabilities of the Deer Valley Drive Right-of-Way (see Exhibit F). Review of the acting City Engineer's memo by the Planning Department is ongoing and no determination has been made by the Planning Director. The Planning Commission may consider the memo as a potential implementation strategy; however, in order to safely accommodate parking on Deer Valley Drive, the elimination of bicycle lanes would be triggered. This would be in direct conflict with the City Council's priorities and the General Plan, in addition to requiring revisions to Park City Municipal Corporation's Trails Master Plan and Deer Valley Resort's Trails Master Plan.

Staff supports incremental improvements to the Deer Valley Resort parking lots for public safety purposes and to maximize the efficiency of existing paved areas. Further, City officials are working with Deer Valley Resort to provide additional mitigation strategies, such as elevated transit, incentive programs, and off-site employee parking programs. Staff has provided Exhibit D which contains the draft/preliminary Transit Ridership calculations that reflect the disparity between the Park City Mountain Resort transit service and that of Deer Valley Resort. Planning Department staff is working with Transportation Planning Staff and Deer Valley Resort to refine this. In addition, staff has provided Exhibit E which contains the Deer Valley Resort Special Event Transit Operations Map which is a strategy implemented during Special Events and could be an implementation strategy specific to predictable peak skier days.

Staff has identified the following potential implementation strategies and their consistency with the City's established goals.

Potential Implementation Strategy	Implementation Strategy on its own	When combined with other Implementation Strategies
<i>Transportation Demand Management Program</i>	Consistent	Consistent
<i>Employee Travel Shift Policy Program</i>	Consistent	Consistent
<i>Physical improvements (updated striping, barriers, etc.) to increase efficiencies in the existing parking lot</i>	Consistent	Consistent
<i>Special Transit Operations for Peak Skier Days</i>	Consistent	Consistent
<i>Parking Lot Expansion</i>	Inconsistent	Consistent
<i>Increased Transit Service</i>	Consistent	Consistent
<i>Permanent Deer Valley Drive Right-of-Way Street Parking</i>	Inconsistent	Inconsistent

This work session is primarily an opportunity to hear from Deer Valley Resort.

Following their presentation, Staff recommends several areas of focus to guide Deer Valley Resort and the City on possible collaborative approaches moving forward, unless the Commission recommends constructing more parking. Additional information and an incremental approach allows Deer Valley Resort and the City's technical staff to review mitigation strategies and provide feedback in the areas of public safety, transit, and transportation.

Staff seeks clarification on the following infrastructure and operational related areas below. Additional information provided by Deer Valley Resort at a later date will provide the City's technical staff in the areas of public safety, transit, and transportation to review mitigation strategies and provide feedback:

- Would an increase in parking lot surface area solve the capacity issue for the Snow Park parking areas and public streets during peak skier days?
- What is the short term and long term plan for employee parking needs (i.e. is there an identifiable off-site parking location with existing or potential transit service)?
- What is the long term projection from Deer Valley regarding increased day skier visitation? Are there other users of the parking lots which can be addressed? Are any significant operational changes planned which will increase or reduce impacts?
- Is there an opportunity for the City and Deer Valley to collaborate on more direct transit routes to increase the opportunity for ridership and efficient transportation of riders to Deer Valley Resort (employees and guests included)?
- Can Deer Valley increase transportation and non-skier parking mitigation/employee parking during "predicable" peak skier days (Martin Luther King, Jr. Day weekend)?

Staff supports incremental improvements to the Deer Valley Resort parking lots for public safety purposes and to maximize the efficiency of existing paved areas. Further, City officials are working with Deer Valley Resort to provide additional mitigation strategies, such as elevated transit, incentive programs, and off-site employee parking programs. With the implementation of the RFID Chip Readers for skiers, predictability will be enhanced which could improve efficiencies in seasons to come.

Exhibits

- Exhibit A: Deer Valley Resort Twelfth Amended and Restated Large Scale Master Planned Development Permit
- Exhibit B: Planning Director Notice of Parking Violation dated March 14, 2019
- Exhibit C: Snow Park Community Parking Lot Construction Timeline
- Exhibit D: Park City Transit Ridership Calculations
- Exhibit E: Deer Valley Resort Special Event Transit Operations Map
- Exhibit F: Park City Engineering Department Deer Valley Drive Memo

When recorded, Mail to:
Park City Recorder
PO Box 1480
Park City, UT 84060

Exhibit A

**DEER VALLEY RESORT TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
November 30, 2016**

WHEREAS, Royal Street Land Company, a Utah corporation ("Royal Street") heretofore submitted to the Planning Commission of Park City ("Commission") certain items with relation to a residential, commercial, and recreational development project known as Deer Valley / Lake Flat Area Development ("Project") which items were listed in the original Permit granted for the Project by Commission and are incorporated herein by reference; and

WHEREAS, Commission found that such items submitted by Royal Street complied with and satisfied all applicable requirements of the Park City Land Management Code as then in force, to permit the construction of the Project as a planned unit development pursuant to the planned unit development exception then contained in the Park City Land Management Code; and

WHEREAS, Commission heretofore issued to Royal Street a Special Exception Permit dated September 27, 1977, with relation to the Project, which Special Exception Permit was amended by an Amended Special Exception Permit dated June 27, 1979 issued to Royal Street and by a Second Amended and Restated Special Exception Permit dated January 27, 1982, a Third Amendment to Special Exception Permit dated May 17, 1984, a Fourth Amendment to Special Exception Permit dated February 21, 1985, a Fifth Amended and Restated Special Exception Permit dated December 23, 1986, a First Amendment to Fifth Amended and Restated Special Exception Permit dated November 29, 1989, a Second Amendment to Fifth Amended and Restated Special Exception Permit dated April 11, 1990, a Sixth Amended and Restated Special Exception Permit dated October 10, 1990, a Seventh Amended and Restated Large Scale Master Planned Development Permit dated April 14, 1993, an Eighth Amended and Restated Large Scale Master Planned Development Permit dated April 25, 2001, a Ninth Amended and Restated Large Scale Master Planned Development Permit dated June 28, 2006, a Tenth Amended and Restated Large Scale Master Planned Development Permit dated August 12, 2009, and an Eleventh Amended and Restated Large Scale Master Planned Development Permit dated March 23, 2011, which were issued to Deer Valley Resort Company ("Permittee"), as assignee and successor to the rights of Royal Street under the Special Exception Permit; and

WHEREAS, Permittee and Commission desire to further amend and restate the Large Scale Master Planned Development Permit to reflect actions approved by the Commission with respect to the combination of vacant Deer Valley MPD Silver Lake Village Lots F, G, and H into one Lot I and to transfer 843 square feet of existing residential density (0.4215 unit equivalents (UE)) from Deer Valley MPD Silver Lake Village Lot D (existing Goldener Hirsh Inn) to the new Deer Valley MPD Silver Lake Village Lot I, to accommodate connection, access and circulation between the Goldener Hirsch Inn on Parcel D and the future Goldener Hirsch Residences proposed on Parcel I.

WHEREAS, Permittee has requested modification to the Large Scale Master Planned Development Permit and Commission is willing to grant said modifications as herein set forth; and

WHEREAS, Commission finds that it is in the best interest of Park City and its citizens that Permittee be granted the right to construct and develop the Project as a Master Planned Development in accordance with the Park City Land Management Code passed and adopted December 22, 1983, effective January 1, 1984 as the same has been amended by Ordinance to the date hereof (herein designated the "Code") and in accordance with the Large Scale Master Planned Development Permit as amended and restated hereby.

NOW THEREFORE, the Large Scale Master Planned Development Permit is hereby amended and restated to authorize and grant the right, and Permittee is hereby authorized and granted the right, to develop and construct the Project, subject to Planning Commission approval of any required Conditional Use Permits for site specific development and City Council approval and recordation of any required subdivision plats, as outlined and detailed in this: (A) Twelfth Amended and Restated Large Scale Master Planned Development Permit ("Permit") including the Exhibits hereto and those documents and items submitted by Permittee as aforesaid, as a Master Planned Development pursuant to the Master Planned Development provisions contained in the Code; and, (B) the Agreement dated July 12, 1978, between Park City, as "City", and Royal Street, as "Royal Street", as amended by an Amendment to Agreement dated May 29, 1978, a Second Amendment to Agreement dated April 3, 1980, a Third Amendment to Agreement dated August 21, 1980, as amended and restated in its entirety by a Fourth Amendment and Restatement of Agreement, a Fifth Amendment to Agreement dated May 17, 1984, and a Sixth Amendment to Agreement dated February 21, 1985, and all subsequent amendments, which are all incorporated herein by reference and which Agreement as so amended is herein referred to as the "Agreement", and as such Agreement may hereafter be further amended from time to time. Park City is hereinafter referred to in this Permit as "City".

A. **Densities.** For purposes of determining densities in the Project:

(1) Insofar as the following portions of the Project are concerned, the authorized densities shall be as follows:

<u>Parcel Designation</u>	<u>Authorized Dwelling Units</u>
Northwest Multi-Family (Fawn grove)	80
North Entrance Multi-Family (Pinnacle)	40
North Hillside Multi-Family (Pinnacle)	46
Southwest Multi-Family (Aspenwood)	30
Southwest Multi-Family (Courchevel)	13.5
Northwest Hillside Multi-Family (Daystar)	24
South Entrance Multi-Family (Stonebridge)	50
South Multi-Family (Lakeside)	60
West Multi-Family (Pine Inn and Trails End)	40
Total	383.5

For purposes of determining densities on the parcels designated in this Subparagraph (1), a single family home or an apartment containing two bedrooms or more constituted a dwelling

Unit, a one-bedroom apartment constituted one-half of a dwelling Unit, and a hotel room or lodge room constituted one-half of a dwelling Unit. The parcels in this subparagraph have all been developed as of the date hereof.

(2) Insofar as all portions of the Project other than the nine parcels containing 383.5 dwelling Units identified in Subparagraph A. (1) above are concerned, an apartment Unit containing one bedroom or more shall constitute a dwelling Unit and a hotel room or lodge room shall constitute one-half of a dwelling Unit.

(3) If approved in advance by Commission and Permittee, the owner of any development parcel in the Project shall have the right to have the densities permitted on said development parcel calculated in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) or in accordance with the Unit Equivalent formula contained in Section 10.12 of the Code, as said Unit Equivalent formula may from time to time be amended or modified. In the event of election of an owner to utilize said Unit Equivalent formula and approval thereof by Commission and Permittee, the maximum number of Unit Equivalents which may be contained in the structures built upon said development parcel shall not exceed the permitted number of dwelling Units to be constructed thereon determined in accordance with Subparagraph A. (1) or Subparagraph A. (2) above and/or with Exhibit 1 attached hereto (whichever is applicable) and the number of Unit Equivalents as constructed on said development parcel shall for all purposes hereof be deemed the number of units constructed thereon. Approval of use of the Unit Equivalent formula by Commission and Permittee shall not, and cannot, alter or release any private land use covenants between the owner and Deer Valley, or others, concerning development of the property or the density permitted thereon.

(4) Insofar as the following portions of the Project are concerned, the authorized densities, permitted on the development parcels are required to be calculated in accordance with the Unit Equivalent Formula contained in Section 10.12 of the Code as said Unit Equivalent formula may from time to time be amended or modified:

<u>Parcel Designation</u>	<u>Authorized Unit Equivalents</u>
Snow Park Village	209.75
Total	209.75

B. Unit Size. Except for units with relation to which the owner elected or elects to or is required to utilize the Unit Equivalent formula, there shall be no size limitation for Units constructed on any parcel provided that following construction the parcel proposed to be developed contains a minimum of 60% open space and otherwise complies with MPD and all applicable zoning regulations.

C. Development Parcel Designations. Development parcel designations, prescribed densities, parcel sizes, building height limitations (the height limitation for each parcel will be determined by reference to the Code in effect at time of application for approval of the development of the parcel) and the status of development of the parcels as of the date hereof are reflected on Exhibit 1. Permittee shall have the right to develop a total of 2,110 residential Units (exclusive of employee housing Units) within the Project. Permittee shall have the right to develop 209.75 Unit Equivalents within the Snow Park Village, subject to the conditions and

requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the following:

(1) **Conditional Use Review.** Prior to the sale by Permittee of the Snow Park Village, Permittee shall submit a site-specific plan with relation to such parcel to the Commission requesting approval for construction on the parcel. In addition, the Permittee shall request the establishment of building site conditions with relation to the parcel. Accordingly, Permittee or persons acting on its behalf shall file with the Community Development Department of City a completed application form supported by the information set forth in Section 15-6 of the Code, as the same may be amended from time to time. The procedure for the approval or disapproval of any site-specific plan shall be based upon the provisions of this Permit and the conditional use criteria of the Code in effect on the date of application. Components of the Project, other than land development parcels, are listed on Exhibits 2 and 3.

D. Subdivision of Development Parcels. Prior to the sale of any individual lots on any parcel listed on Exhibit 1 developed for residential use as a "subdivision" as defined by the City subdivision ordinance and state statute, the party electing to establish a subdivision on said parcel shall comply with all applicable provisions of the City subdivision ordinance in effect at the time of application. The procedure for the approval or disapproval of any subdivision application shall be based upon the procedure provided in the City subdivision ordinance in effect at the time of application.

Prior to the filing of a record of survey map and declaration of condominium to establish a condominium on any parcel listed on Exhibit 1, the party electing to establish a condominium shall comply with all applicable provisions of any City condominium ordinance in effect at the time of application. The procedure for the approval or disapproval of any condominium shall be based upon the Utah Code and any City condominium ordinance in effect at the time of application.

E. Applicability of Sensitive Area Overlay Zone. For projects within the Deer Valley Large Scale Master Planned Development, the density limitations of the Sensitive Area Overlay Zone do not apply because Master Planned Developments approved prior to the adoption of the Sensitive Area Overlay Zone are vested in terms of density. Site planning standards can be applied only to the extent that they do not unequivocally reduce vested density. Limits of disturbance, vegetation protection, and building design standards do apply.

F. Relationship to National Standards. The provisions of the Code and any other applicable zoning and development ordinances including national standards with respect to engineering or building requirements as adopted by City, in effect in City on the date hereof, shall govern the development within the Project, except as otherwise provided herein.

G. Off-Street Parking. Parking required with relation to each portion of the Project shall be based upon Code as in effect at the time application for a building permit for such portion of the Project as is filed with City. For purposes of calculating required parking, the Project shall be deemed to be zoned Residential Development District (RD) Master Planned Developments (MPD). Parking for each separate development parcel in the Project shall be determined in accordance with the Code at the time of application for Conditional Use approval. Any additional parking shall not encroach into zoned open space.

If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for constructing additional parking in said area shall be reviewed by the Commission.

H. Commercial Space, Support Commercial, and Meeting Space. Exhibit 2 hereto lists commercial and support space allotted to the Project. The General Snow Park Commercial category is restricted in utilization within the Project to the following parcels in the Snow Park area:

Pine Inn Multi-Family Parcel
 Snow Park Lodge Multi-Family Parcel (Black Diamond Lodge)
 Snow Park Village (Combination of Snow Park Hotel Parcel and
 Snow Park Parking Area Parcel)
 Snow Park Day Center Parcel

Utilization of portions of the General Snow Park Commercial category within any of the above listed parcels is subject to the specific approval of both Permittee and Commission.

In addition to the Exhibit 2 Commercial Space permitted in the Project, Support Commercial shall be permitted and used as defined in the Code, as amended, at the time of application.

I. Employee Housing. Permittee has been required to cause the development of 112 employee (affordable) housing units pursuant to prior editions of this Permit. Prior to the date of this Permit, Permittee has developed or caused to be developed units qualifying under the low and moderate income housing exception of the Code as follows:

<u>Project Location</u>	<u>Number of Qualifying Units</u>
A. Units in Deer Valley:	
Little Belle Manager Unit	1
Stag Lodge Manager Unit	1
Sterlingwood Manager Unit	1
Bald Eagle Caretaker Units	2
Mt. Cervin Manager Unit	1
Deer Valley Club Manager Unit	1
B. Units Other Than in Deer Valley:	
Parkside Apartments	42
Fireside Apartments / Condos	42
Washington Mill Apts.	8
Peace House	3
Aspen Villas / Silver Meadows (Participation)	9
Fawn grove Employee Unit	1
Total	112

Deer Valley shall be obligated to comply with all applicable ordinances of City relating to the creation and construction of employee housing, including ordinances that are adopted after the date of this Permit. Deer Valley will be given credit for the previously developed units

identified above when computing the employee housing obligation under applicable ordinances. The City acknowledges full satisfaction of Deer Valley's current obligation in the Employee Housing Agreement dated October 6, 1995 executed in conjunction with Deer Valley's contribution to the Silver Meadows project. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing employee / affordable housing units built by Deer Valley or persons acting on its behalf exceeds the number of units required by the new ordinance, credit shall be given against the ordinance imposed obligation, but in no event shall City be obligated to reimburse Deer Valley for any excess, or to permit the assignment of the excess to other parties with a similar employee housing requirement. If, at the time a new employee / affordable housing ordinance is adopted, the number of existing units built by Deer Valley or those acting on its behalf falls short of the newly imposed ratio of employee units to conventional units, Deer Valley agrees to be bound by the provisions of the newly adopted ordinance; provided, however, that the new ordinance shall apply only to those Units on which site specific approval is granted after the adoption of the employee / affordable housing ordinance.

J. Technical Reports. Permittee shall submit updated technical reports with regard to traffic monitoring, water systems, and sewer systems for review by Commission as significant changes occur in those systems and as needed for specific project review as required by the Community Development Director and Public Works Director prior to density approval.

K. Public Use of Ski Facilities. Use of all ski facilities shall be open to the general public and shall not be restricted to owners of property located in Deer Valley or to members of any private club. Furthermore, all charges, fees and costs paid by the general public for the use of such facilities shall not exceed the charges, fees and costs paid by owners of property located in Deer Valley.

L. Trails .There are 4 types of trails in Deer Valley:

- (1) Bicycle paths located within street rights-of-way;
- (2) Pedestrian paths connecting parcels together within a community;
- (3) Connecting paths connecting communities together; and
- (4) Hiking trails to provide access to the mountain.

Bicycle paths shall be located within street rights-of-way dedicated to City and shall be operated and maintained by City as shown on the Deer Valley Trails Master Plan and the City Trails Master Plan.

Pedestrian paths shall be hard surfaced, a minimum of five feet wide, a maximum of six feet wide and built to public sidewalk specifications. These paths shall connect development parcels together and connect development parcels to commercial nodes. At the time of conditional use approval of a particular development parcel, the developer of said parcel shall provide a pedestrian path across said parcel connecting to the paths on the adjoining parcels. The location of these paths shall be determined by the parcel developer and by City staff with the Deer Valley Trails Master Plan used as a guide. The locations shall be modified as necessary to take into consideration topography and existing trails, and shall tie into the bus system which serves Deer Valley. These paths shall form a year-round system. Maintenance shall be the responsibility of the parcel owner. A 10 to 15 foot wide easement (easement size

shall be determined at the time of site specific conditional use approval) for each pedestrian path shall be dedicated to City and is required to be shown on the recorded plat for the applicable development parcel.

It is recognized by the parties that the property within the Deer Valley Resort is private property. Public access to ski runs is at the discretion of Permittee. Summer public access and non-destructive summer use which includes casual hiking on ski runs shall be allowed by Permittee subject to reasonable rules and regulations.

In the event that City in its sole discretion determines that City should hold any easements for hiking, City shall make a request that an easement be granted for any or all of the hiking trails that City desires to hold within or adjacent to ski runs shown on the Trails Master Plan. In the event that City obtains a formal agreement, City agrees to maintain such hiking trails, and Permittee will provide legal descriptions, signage and grant to City an easement (minimum of 10 feet to maximum of 15 feet wide) to maintain such hiking trails without hard surface and without winter maintenance. If City desires to upgrade the hiking trails beyond that which currently exists, City agrees to bear the cost of those improvements. The Trails Master Plan shall serve as a general guide in determining the final location of said hiking trails. In the event City obtains and holds formal easements for hiking trails, City shall indemnify and hold Permittee and its successors and assigns harmless from and against any loss, damage, injury or responsibility with relation to any such trail and any claims, demands or causes of action from any person resulting from injuries sustained while utilizing any hiking trails for which City has obtained and holds easements. Said public easement shall also be subject to such additional reasonable rules and regulations as Permittee deems appropriate to eliminate possible interference with the operation and maintenance of the ski resort, or in the interest of safety or security.

M. Open Space. With the exception of those parcels identified on Exhibit 1 and those areas and items listed on Exhibit 2 as "commercial and support space", all remaining property in the Project is hereby designated "landscaped open space" as that term is defined in the Code as presently in effect and shall remain substantially free from structures, roads and parking lots except as otherwise approved by City or permitted by the Code as presently in effect. The "landscaped open space" shall be maintained and operated by Permittee at Permittee's sole cost and expense.

N. Fire Considerations. All buildings or structures located within the Bald Eagle, Silver Lake, and North Silver Lake Communities shall be fire sprinkled in accordance with UBC 38-1-82.

O. Water Improvements .Permittee agrees that, as a condition of and concurrently with issuance to Permittee of a building permit for the construction of any buildings or structures comprising a portion of the Project, Permittee shall be obligated to agree in writing to construct and convey to City storage facilities, pumping facilities, and transmission lines, as agreed upon and approved by the Public Works Director and City Engineer at the time of issuance of said building permit, to the extent necessary to store and transmit culinary water, irrigation water, and water for fire flows to the buildings and structures covered by the building permit and to connect the same to the water system of City, and shall evidence to the satisfaction of City the ability of Permittee to comply with such agreements.

Permittee agrees that completion of the action required by this Section O with relation to any building or structure included in the Project shall be deemed a condition precedent to the

right to occupy and utilize the building or structure. Commission and Permittee agree that the general level of water facilities construction for the Project required by this Section O has been heretofore accomplished by Permittee.

The existing agreement relating to water rights and water facilities for Deer Valley development entered into November 17, 1988 between Permittee as "DVRC", Royal Street as "Royal Street", and City as "Park City" and the Deer Valley Water Facilities Improvement Agreement dated March 31, 1994 between City, Royal Street and Permittee (as "DVRC") and the Amendment to the 1994 Deer Valley Water Facilities Improvement Agreement dated May 12, 2006 between City as "Park City", Royal Street and Permittee (as "DVRC") are made a part of this Permit by reference.

P. Sewer Considerations .Although City has no responsibility for sewer approvals; the Snyderville Basin Sewer Improvement District has indicated the following with respect to sewerage in Deer Valley: Projected flow calculations are based on average wastewater flow from residential units and make no distinction regarding size. In other words, the Sewer District does not follow the "unit equivalent" concept as does City.

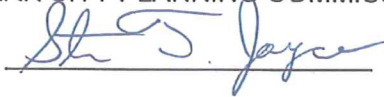
The Sewer District has previously reviewed both the Upper and Lower Deer Valley sewer systems and made the following comments: Upper System (American Flag / Silver Lake Community) - There are two sections of sewer within the American Flag Subdivision that limit upstream, new growth to approximately 325 additional residential units. There are several sections with only slightly greater capacity. This concern or limitation was eliminated by construction of a new sewer trunk line from Royal Street through the Westview Parcel in 1988. Lower System (Solamere, Queen Esther, Fawn grove) - A portion of the trunk sewer serving this area was replaced in 1985 to provide greater capacity for Hanover and Park Con projects as well as Deer Valley's. These three developers executed an agreement with the District which identified their anticipated development and the percentage of the cost they would fund to "reserve" capacity in the sewer system. Of the present sewer capacity of approximately 1385 units, Deer Valley has approximately 200 units available for future development. However, there are downstream sections of sewer that have less capacity than the new Deer Valley North Road sewer. This problem will be pursued with the developers as necessary.

Q. Separability. If any provision or provisions of this Permit shall be held or deemed to be, or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent, whatsoever.

R. Term of Permit. The term of this Permit is governed by the Twenty-Ninth Edition of the Land Management Code of Park City as revised as of April 1, 1993.

Approved this 30th day of November, 2016.

PARK CITY PLANNING COMMISSION

By 

Planning Commission Chair

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 1
DEVELOPMENT PARCELS

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
DEER VALLEY COMMUNITY					
Stonebridge & Boulder Creek Multi-Family	50	54	1	28	10.23
Aspenwood Multi-Family	30	30		28	9.21
Pine Inn & Trails End Multi-Family	40	45	1	35	8.52
In The Trees (South Multi-Family) Multi-Family	14	14		28-45	2.87
Black Diamond Lodge (Snow Park Lodge Multi-Family)	29	27		28-75	5.70
Courcheval Multi-Family	13.5	27	1	35	1.82
Daystar Multi-Family	24	24		28	9.84
Fawngrove Multi-Family	50	50		28	12.05
Chateaux Fawngrove Multi-Family	10.5	11	2	28	Incl
Bristlecone Multi-Family	20	20		28	Incl
Lakeside Multi-Family	60	60		28	6.49
Solamere Single Family (includes Oaks, Royal Oaks & Hidden Oaks)	274	274		28	237.81
Pinnacle Multi-Family	86	86		28	36.80
Comstock Lodge (East Bench Multi-Family)	10.5	21	1	35	3.50
Red Stag Lodge	8.5	11	1	35	Incl
Powder Run Multi-Family	25	33	1	35	3.20
Wildflower (Deer Valley North Lot 1 Multi-Family)	11	14	1	28	1.04
Glenfiddich (Deer Valley North Lot 2 Multi-Family)	12	12		28	1.45
Chapparal (Deer Valley North Lot 3 Multi-Family)	15	20	1	28	1.44
Northeast Multi-Family:					12.65
Lodges @ Deer Valley	73.25	85	3	28-35	
Silver Baron Lodge	42.75	50	12	28-35	
Snow Park Village (Snow Park Hotel & Parking Sites)	209.75	0	4	28-45	14.93
Total Deer Valley Community	1108.75				
AMERICAN FLAG COMMUNITY					
American Flag Single Family	93	93		28	83.04
LaMaconnerie Multi-Family	15	15		28	6.19
Total American Flag Community	108				
NORTH SILVER LAKE COMMUNITY					
Westview Single Family	15	1		28	40.69
Evergreen Single Family	36	36		28	27.60
NSL Homesite Parcel #1	1	1		35	1.90
Belleterre Single Family	10	10		28	11.42
Bellevue Townhomes (NSL Subdivision Lot 1)	24	14	10	28	4.62
Bellemont Townhomes (NSL Subdivision Lots 2A and 2A-1)	18	12	10	28	3.75
NSL Subdivision Lot 2B	54	0		45	5.96
BelleArbor Townhomes (NSL Subdivision Lot 2C)	43	21	10	28-35	8.25
NSL Subdivision Lot 2D Open Space Lot	0	0	5	0	4.03
Total North Silver Lake Community	201				
SILVER LAKE COMMUNITY					
Slag Lodge Multi-Family	50	52	6	28-35	7.34
Cache Multi-Family	12	12		28	1.77
Sterlingwood Multi-Family	18	18		28-35	2.48
Deer Valley Club	20	30	1	28-45	1.53
Double Eagle (SL East Parcel 2 Multi-Family)	18	18		28-35	2.26
Stein Eriksen Lodge Multi-Family	66.75	65	11	28-35	10.86
Little Belle Multi-Family	20	20		28	3.66
Chateaux At Silver Lake Lot 23 Deer Valley Club Estates Subdivision)	65	78	1	28-45	3.24
Sterling Lodge (Lot 2 Silver Lake East Subdivision)	14	14		28-45	0.61
Royal Plaza Multi-Family (Silver Lake Village Lot A)	7.6215	13	1	59 (A)	0.48
Mt. Cervin Plaza Multi-Family (Silver Lake Village Lot B)	7.5	7		59 (A)	0.54
Inn at Silver Lake (Silver Lake Village Lot C)	10	8		59 (A)	0.50
Goldener Hirsch Inn (Silver Lake Village Lot D)	5.5785	18	1	59 (A)	0.35
Mt Cervin Multi-Family (Silver Lake Village Lot E)	16	15		59 (A)	0.53
Silver Lake Village Lot F	0	0		59 (A)	0.35
Silver Lake Village Lot G	0	0		59 (A)	0.38
Silver Lake Village Lot H	0	0		59 (A)	0.44
Silver Lake Village Lot I (combination of Silver Lake Village lots F, G, H)	34.4215	38	13,14,15	59 (A)	1.17
SL Knoll Condominiums	4	4		35	0.76
Knoll Estates Single Family	21	21		35	9.90
Black Bear Lodge (Lot 22 Deer Valley Club Estates Subdivision)	51	51		35	1.39
Knollheim Single Family	20	5	7	35	1.84
Alpen Rose Single Family	2	2		35	0.66
Silverbird Multi-Family	6	6		35	0.80
Ridge Multi-Family	24	24		35	2.34

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 1
DEVELOPMENT PARCELS

PARCEL NAME	PERMITTED DENSITY (UNITS)	DEVELOPED DENSITY (UNITS)	NOTES	HEIGHT (FEET)	PARCEL SIZE (ACRES)
Enclave Multi-Family	17	17		28-35	1.79
Twin Pines Multi-Family	8	8		28-35	1.33
Cottages Single Family	11	11		28	7.06
Alta Vista Subdivision	7	7		35	6.02
Woods Multi-Family	16	7	8	28-35	2.41
Trailside Multi-Family	9	9		28-35	1.46
Aspen Hollow Multi-Family	16	16		28-35	3.18
Ridgepoint Multi-Family	38	38		28-35	5.60
Total Silver Lake Community	614.8715				
BALD EAGLE COMMUNITY					
Bald Eagle Single Family	78	58	9	28	35.65
Total Bald Eagle Community	78				
TOTAL CONVENTIONAL UNITS	2110.6215				
EMPLOYEE HOUSING UNITS					
Little Belle	1				
Stag Lodge	1				
Sterlingwood	1				
Bald Eagle	2				
Mt. Cervin	1				
Deer Valley Club	1				
TOTAL EMPLOYEE HOUSING UNITS	7				

NOTES:

- These projects have been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density than base permitted density.
- One small unit was separately permitted in this project using .5 unit of density.
- This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (85) than base permitted density (73.25).
- This parcel is required to use the Unit Equivalent Formula contained in Section 10.12 of the Code.
- This parcel has been platted as open space, with the open space applying to the open space requirement of Lot 2B.
- Two additional units were permitted in this project on land that was not a part of the Deer Valley MPD.
- This parcel was originally permitted as 20 MF units but subsequently developed as 5 single family homesites.
- This parcel was permitted as 16 units. Subsequently 9 of the unit development rights were acquired by the homeowners and dedicated as open space.
- This parcel was originally permitted as a combination of single family and multi-family. The multi-family uses were converted to single family with a density reduction from 78 to 58 units.
- The development density on these parcels is less than the original permitted density at the election of the developer.
- The transfer of 1.75 Unit Equivalents to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on June 28, 2006.
- This project has been approved under the Unit Equivalent Formula contained in Section 10.12 of the Code, resulting in a different developed density (50) than base permitted density (42.75). The transfer of 1 Unit Equivalent to this parcel from the Snow Park Village parcel was authorized by the Planning Commission on March 23, 2011.
- Prior to issuance of a building permit on Lot I, the Property owner shall submit an Historic Mine Waste report.
If Historic Mine Waste is located on the site, a mitigation plan shall also be submitted compliant with the Park City Soils Boundary Ordinance.
- Building on Lot I shall be designed to be broken into more than one volumetric mass above final grade, exhibiting both horizontal and vertical articulation. Common underground parking is permitted.
- The transfer of 0.4215 UE from Lot D to Lot I was approved by Planning Commission on November 30, 2016.

A. Lots in the Silver Lake Village Subdivision have a development height limitation tied to a base elevation of 8122' with peak of roof not to exceed elevation 8186'.

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 2
COMMERCIAL AND SUPPORT SPACE

LOCATION	RETAIL	RESTAURANT (3)	COMM'L OFFICES	ADMIN., SUPPORT & OTHER	TOTAL	TRANSFER TO RESIDENTIAL DEVELOPED	REMAINING
SNOW PARK LODGE	13807	26958		85578	126343	126343	0
SNOW PARK TICKET SALES BUILDING				5112	5112	5112	0
SNOW PARK PLAZA BUILDING	3100		16000	4180	23280	23280	0
GENERAL SNOW PARK COMMERCIAL (1)	21890				21890	0	21890
SILVER LAKE LODGE	1200	29160		15790	46150	46150	0
EMPIRE LODGE (4)		22456		12544	35000	30453	4547
SILVER LAKE COMMUNITY (2)	27962		4265	12938	45165	1243	31954
NORTH SILVER LAKE COMMUNITY	8000			6525	14525	0	14525
MAINTENANCE, WHSE, & SHOPS				31724	31724	31724	0
TOTAL	75959	78574	20265	174391	349189	295016	52930

NOTES:

(1) General Snow Park Commercial may only be utilized on certain parcels with approval of Commission and Permittee. 18110 square feet of General Snow Park Commercial has previously been allocated to and is included in totals for Snow Park Lodge.

(2) 10125 square feet of Silver Lake Community commercial has previously been allocated to and is included in totals for Silver Lake Lodge (1994 Silver Lake Lodge expansion 6990 sf and 1998 Silver Lake Lodge expansion 3135 sf). Remainder of Silver Lake Community commercial consists of:

Developed Space:

Royal Plaza	14312
Mt. Cervin Plaza	8080
Goldener Hirsch Inn	2062 (see note #5)
Chateaux at Silver Lake	7500
Total	31954

Transferred to Royal Plaza Residential

1243

Allocated but Undeveloped Space:

Silver Lake Village Lot C	7000
Remainder Unallocated	4968
Total	45165

(3) Includes kitchen, receiving and storage.

(4) Maximum size of Empire Lodge is 35000 sf of which 30453 sf has been developed.

(5) Commercial uses on Silver Lake Village Lot D includes 2,062 sf as allocated from this Amended and Restated Large Scale MPD, plus support commercial uses.

DEER VALLEY RESORT
TWELFTH AMENDED AND RESTATED
LARGE SCALE MASTER PLANNED DEVELOPMENT PERMIT
EXHIBIT 3
OTHER PROJECT COMPONENTS

ITEM	WITHIN PARK CITY	OUTSIDE PARK CITY
SKI AREA (1)		
CHAIRLIFTS	15	5
GONDOLA		1
SKI TRAILS AND BOWLS	63	34
SNOWMAKING	X	X
SKI PATROL / UTILITY STATIONS:		
BALD EAGLE MTN.	X	
BALD MTN.	X	
FLAGSTAFF MTN.	X	
LITTLE BALDY		X
JORDANELLE BASE		X
EMPIRE CANYON	X	
AMENITIES		
SNOW PARK LAKES & MEADOWS	X	
SNOW PARK PARKING LOTS	X	
PEDESTRIAN TRAIL SYSTEM	X	X
MOUNTAIN BIKING TRAILS SYSTEM	X	X
SOLAMERE SWIM & TENNIS FACILITY	X	
SNOWSHOE TOMMYS CABIN	X	
CUSHINGS CABIN	X	
BIRDSEYE CABIN	X	
JORDANELLE BASE		X
SNOW PARK CONCERT AMPHITHEATRE	X	

(1) ADDITIONAL SKI AREA FACILITIES AS DEMAND DICTATES, SUBJECT TO PROVISIONS OF PARK CITY LAND MANAGEMENT CODE AND OTHER APPLICABLE JURISDICTIONS.



March 14, 2019

Deer Valley Resort
PO Box 1000
Park City, UT 84060
Attn: Steve Issowits, Director of Real Estate and Resort Planning

Notification of Violation – Exceeding Approved Parking Capacity Snow Park area

Dear Mr. Issowits:

The current Development Agreement between Deer Valley Resort and Park City Municipal requires that if Snow Park ski area parking exceeds parking lot capacity more than 10% of the days in a ski season, the parking lots and any mitigations are required to be reviewed by the Planning Commission. See below:

Section G. Off- Street Parking

If the capacity of the surface parking lots in the Snow Park Community is exceeded on 10% or more of the days during any single ski season the need for construction additional parking in said area shall be reviewed by the Commission.

Our current information indicates that the 10% of parking capacity has been exceeded, therefore Deer Valley Resort is not in compliance with Section G and must comply with the review section of the current Development Agreement.

We can discuss the required analysis at your convenience.

Respectfully,

A handwritten signature in dark ink, appearing to read "B. Erickson".

Bruce M. Erickson, AICP
Planning Director
Park City Municipal Corp.
PO Box 1480
Park City, UT 84060

Cc: Matt Dias, Assistant City Manager
Mark Harrington, City Attorney

1993 (August)

Snow Park Community

Legend

Parking Lot

#



Google Earth

263



EXHIBIT C

2002 (July)

Snow Park Community

Legend

Parking Lot

#

2002 WINTER
OLYMPIC
PARKING LOT

5

4

3

2

1

264



Google Earth

2003 (September)

Snow Park Community



Legend



Parking Lot #

POND

5+

5

4

3

2

1

265



2008 (February)

Snow Park Community

Legend

#

Parking Lot #

POND

5+

5

4

3

2

1

266



Google Earth

2018 (September)

Snow Park Community

Legend

Parking Lot

#

POND

5+

5

4

3

2

1

267



- What is the season defined as (dates) – average daily ridership? Or do you have ridership over the defined timeframe?

Winter = Mid-December to mid-April

Spring = mid-April to mid-June

Summer = mid-June to Labor Day

Fall = Labor Day to mid-November

Early Winter = mid-November to Mid-December

The dates are dependent on when ski resorts plan on opening/closing, and new services typically start on a Friday/Monday, depending on the season. We're trying to work towards fewer service changes and consistent routing, like combining spring/summer/fall, but that'll take a few years to really streamline/optimize.

- What lines run to the areas?

For Snow Park/Deer Valley last winter, the following routes covered this area during peak service:

- 2 Green Park Meadows
- 3 Blue Thaynes Canyon
- 4 Orange Silver Lake
- 5 Yellow Prospector Express

This summer, the following routes serve Deer Valley/Snow Park:

- 1 Red Prospector Square
- 4 Orange Silver Lake (one way, to Main Street)
- 6 Lime Ecker Hill

- Time of first bus, time of last bus

From Snow Park (summer):

- 1 Red = First Bus 7:44am, last bus 11:44pm
- 4 Orange = first bus 10:20am, last bus 5:50pm
- 6 Lime = first bus 6:36am, last bus 12:06am

- Where to catch those lines from and if they are direct or require a transfer.

1 Red = direct, catch from Prospector, PC school district lots, PCM, Old Town Transit Center

4 Orange = direct, from Silver Lake

6 Lime = direct, from Ecker Hill P&R, Kimball Transit Center, Canyons, PCM, Old Town Transit Center

All other lines would require a transfer at the OTTC, except for Pink which would require a transfer at KJTC or Canyons Hub, and Brown, which requires a transfer at KJTC

- Average time to destination (I understand it's a ball park) from the start to the destination.

Fairly accurate approximations, based on scheduled arrival/departures:

From Ecker Hill P&R = 36 minutes

From KJTC = 30 minutes (lime) or 35 minutes (white, with transfer at OTTC)
 From Canyons Hub = 24 minutes
 From PCM = 15 minutes (lime) or 19 minutes (red)
 From The Prospector = 29 minutes
 From PC School District Lots = 27 minutes
 From Fresh Market/Park Ave. Condos = 18 minutes (lime) or 21 minutes (red)
 From OTTC = 6 minutes (lime) or 10 minutes (red)
 From Silver Lake Village = 10 minutes
 From PC MARC (with transfer at OTTC) = 41 minutes (must wait 10 minutes for red)

1. How many buses per hour through Snow Park in Summer Season daily?

Assuming during peak operating hours (7:00am to 12:00am) = 5 per hour (3 Red, 2 Lime) or 7 per hour if you include 4 Orange

a. How does this compare to PCMR during same timeframe?

Total of 16 per hour - 8 buses per hour (3 Red, 3 Green, 2 Lime) to Old Town, 8 buses per hour outbound

2. How many buses per hour through Snow Park in Off Seasons daily?

5 per hour (3 Red, 2 Lime), no Silver Lake service

a. How does this compare to PCMR during same timeframe?

16 per hour – 8 inbound to Old Town, 8 outbound to outlying areas (same as summer service)

3. How many buses per hour through Snow Park in Winter Season daily?

11 per hour based on last winter's routing (3 Green, 3 Blue, 3 Yellow, 2 Orange)

a. How does this compare to PCMR during same timeframe?

24 buses per hour total - 11 per hour heading to Old Town (3 Red, 3 Green, 3 Blue, 2 Orange) and 13 per hour heading outbound to outlying areas (3 Red, 3 Green, 3 Blue, 4 Lime)

- Summer 2018 (June 8 – September 2)
 - Season Total – 434,980
 - Average Daily Ridership – 5,058
- Fall/Early Winter 2018 (September 3 – December 6)
 - Season Total – 312,788
 - Average Daily Ridership – 3,327
- Winter 2018-2019 (December 7 – April 7)
 - Season Total – 1,642,030
 - Average Daily Ridership – 13,570
- Spring 2019 (April 8 – June 6)

DRAFT Transit Info and Data Summer 2019 DRAFT

- Season Total – 182,374
- Average Daily Ridership – 3,091
- Summer 2019 to date (June 7 – July 21)
 - Season Total – 272,426
 - Average Daily Ridership – 6,192

Summer Event Mitigation – Increasing Transit Ridership at concerts above 3,000 pp Data –

Snow Park Lodge
Friday, June 28, 2019

Route	Boarding	Alighting
Yellow	0	0
Red	102	79
Lime	47	45
Total	149	124

Total Ridership =
273 / 2,366 tix
*11.5% took
transit

Snow Park Lodge
Saturday, June 29, 2019

Route	Boarding	Alighting
Yellow	0	0
Red	95	64
Lime	27	30
Total	122	94

Total Ridership =
216 / 2,043 tix
*10.5 % took
transit

Snow Park Lodge
Sunday, June 30, 2019 – Franti/Marley Concert

Route	Boarding	Alighting
Yellow	255	223
Red	111	86
Lime	68	50
Total	434	359

Total Ridership =
793 / 4,738 tix
*16.7% took transit
448 riders on Yellow specifically.

Between Saturday Concert and Sunday sellout concert – there was a 72% increase in the number of people taking transit with the addition of the Yellow route.

Route	Friday, July 19		Saturday, July 20	
	Boarding	Alighting	Boarding	Alighting
1 Red	69	62	76	66
5 Yellow	87	71	0	0
6 Lime	40	29	43	26
Totals	196	162	119	92
	358		211	

July 19 - 358/ 4,108 tix sold *8% of ticketholders took transit.

July 20 – 211 / 2,055 tix sold *10% of ticket holders took transit.

*147 more people took transit to the Friday concert with increased transit (158 on Yellow specifically), as compared to Saturday concert with no increased transit. There was no overflow parking. Seems to be a communication error this evening with Transit Dispatch, for ops coordination, Jenny looking into if DV sent out communication to Ticketholders.

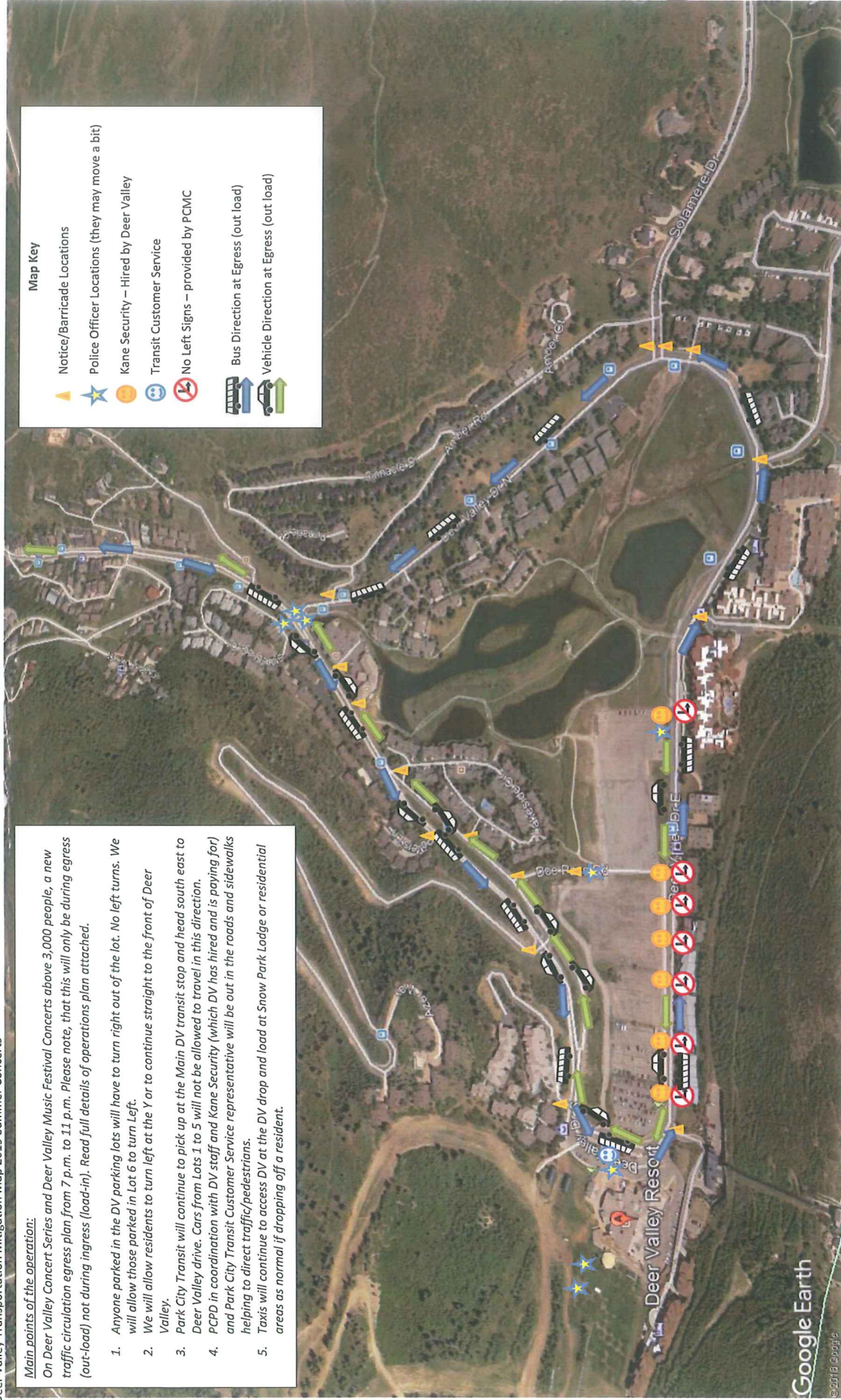
Main points of the operation:

On Deer Valley Concert Series and Deer Valley Music Festival Concerts above 3,000 people, a new traffic circulation egress plan from 7 p.m. to 11 p.m. Please note, that this will only be during egress (out-load) not during ingress (load-in). Read full details of operations plan attached.

1. Anyone parked in the DV parking lots will have to turn right out of the lot. No left turns. We will allow those parked in Lot 6 to turn Left.
2. We will allow residents to turn left at the Y or to continue straight to the front of Deer Valley.
3. Park City Transit will continue to pick up at the Main DV transit stop and head south east to Deer Valley drive. Cars from Lots 1 to 5 will not be allowed to travel in this direction.
4. PCPD in coordination with DV staff and Kane Security (which DV has hired and is paying for) and Park City Transit Customer Service representative will be out in the roads and sidewalks helping to direct traffic/pedestrians.
5. Taxis will continue to access DV at the DV drop and load at Snow Park Lodge or residential areas as normal if dropping off a resident.

Map Key

- Notice/Barricade Locations
- Police Officer Locations (they may move a bit)
- Kane Security – Hired by Deer Valley
- Transit Customer Service
- No Left Signs – provided by PCMC
- Bus Direction at Egress (out load)
- Vehicle Direction at Egress (out load)



*Engineering***MEMORANDUM**

To: Hannah M. Tyler, Planning Department

From: G. Ryan Taylor, City Engineer

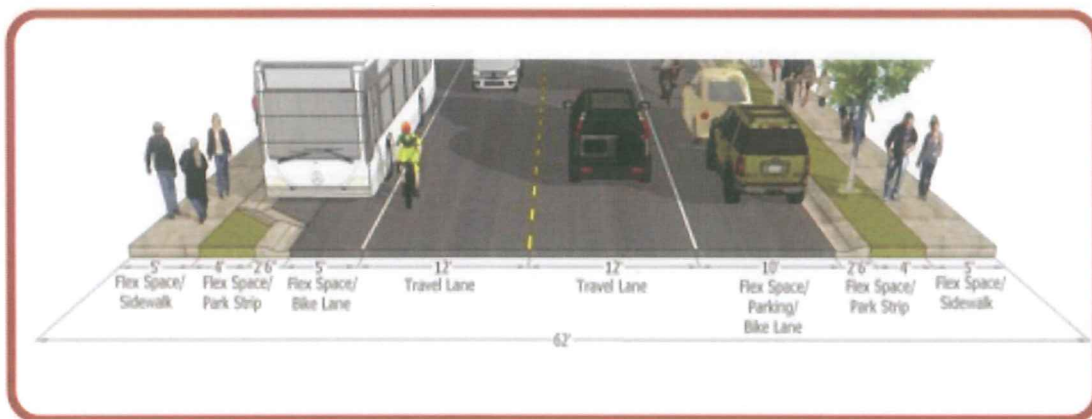
Date: August 1st 2019

Re: Deer Valley Drive on Street Parking Review

The engineer's office has been requested to review the current roadway geometry along Deer Valley Drive adjacent to the Deer Valley Resort parking lot and determine if the current geometry can support parallel parking on one or both sides of the roadway.

Requirements for parallel parking can vary from City to City and design guidelines vary depending on traffic speed, volume, pedestrian traffic, and other factors. The 2011 Park City Transportation Master plan varies the parking width from ~7 feet to approximately 12 feet depending on the roadway classification. Other cities generally require from 8 to 12 feet with some allowing 7 for compact cars only.

Deer Valley Drive was classified as a Major Residential Collector in the 2011 Masterplan. Below is a depiction of the preferred geometry. Note the figure shows two (2) 12-foot travel lanes, 5- foot shoulder on one side of the road and a 10-foot parking/flex space on the other.



The roadway in question is 35-feet wide (asphalt) with two (2) 30-inch concrete gutters resulting in 40' of hard surface. The travel lanes are 12-feet wide and a 5.5-foot shoulder/bike lane is located between the travel lane and concrete roll gutter on each side. The section of road is currently signed with no parking signs on both sides of the road, however, the area is used seasonally by Deer Valley for overflow parking.

The current configuration of the roadway provides for approximately 7-feet from the travel lane to the edge of the hard surface, see photo's below. When cars park on the very edge of the curb or on the sidewalk the driver's side of the vehicle tires are outside of the travel lanes, however, the mirrors and any open doors for ingress and egress impact the travel lane.



The major concern with parking as shown above is that the travel lane is impacted, forced to move to the middle (one way traffic), or stop to allow people in and out of the vehicles. On low volume roadways this impact is minor. However, on major collectors like this one the doors and pedestrians in the travel lane pose a safety hazard and slow traffic. This parking is predominately occurring during special events so the parking and peak travel times coincide further elevating the safety and traffic concerns.

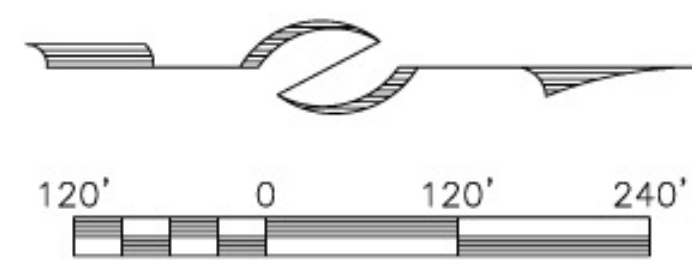
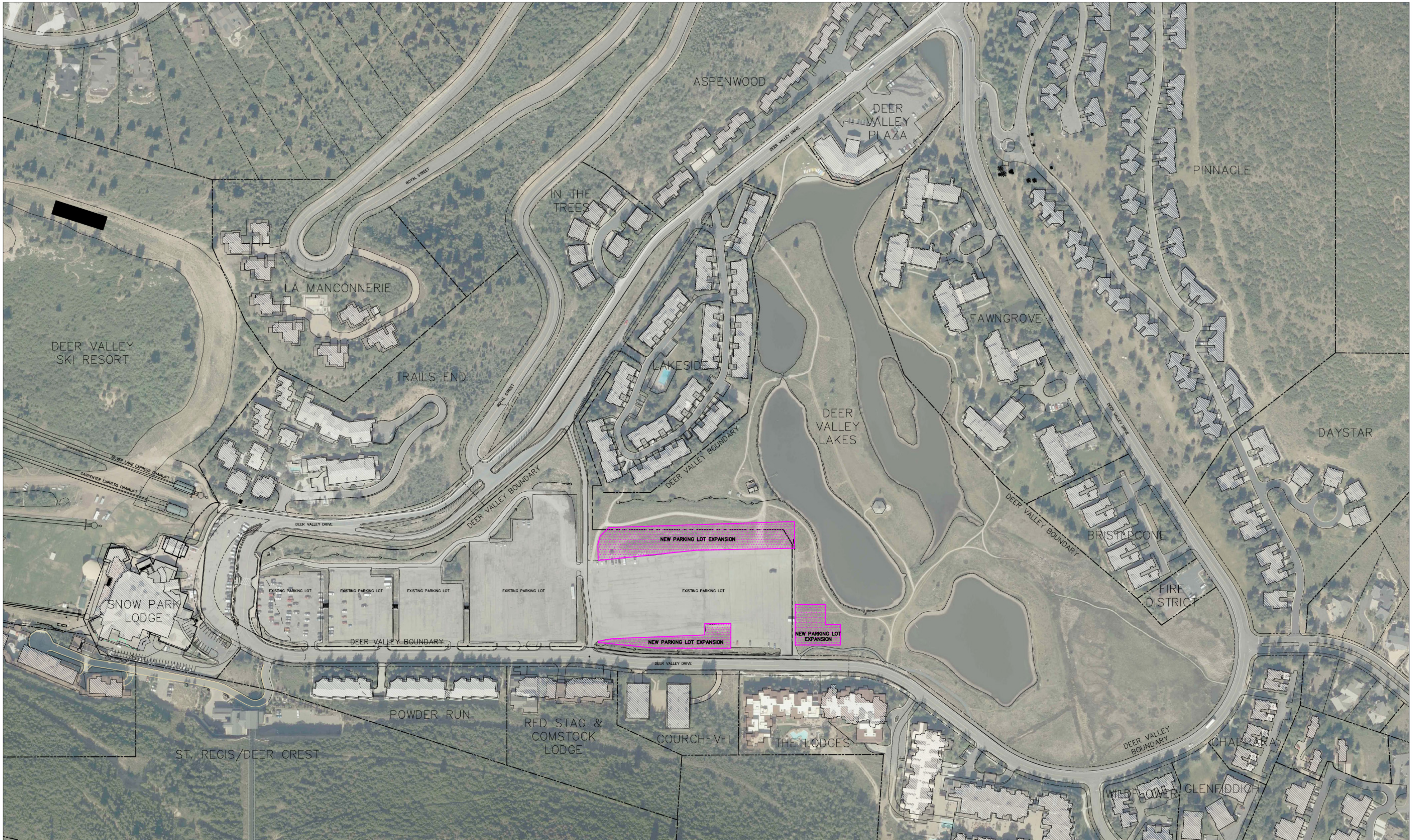
In the winter months it is difficult or impossible to fully plow the curb area which results in parking further into the travel lane. This increases the impacts noted above and when combined with snow covered streets further elevates the safety hazards, as shown in the figure below.



Parking could potentially be added to one side of the roadway and still meet the intent of the Master plan and general engineering guidance. If parking were to be permitted, Engineering recommends using only the west side of the road, which is different from the current practice. The sidewalk adjacent to the west side of the road allow for snow to be removed from the curb, allow passengers exit onto the sidewalk and reduce the pedestrians crossing the travel lanes get to their vehicle.

As part of the parking process, Engineering recommends restriping the roadway to allow for 10 feet between the back of curb and the start of the travel lane for cars to safely park and exit their vehicles. This will require eliminating the bike lane on the east side and reducing the shoulder from ~5-feet to ~2-feet. A 2-foot shoulder, plus the width of the gutter.

Exhibit B



Alliance Engineering Inc.
(435) 649-9467
CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

STAFF:
MICHAEL DEMKOWICZ
DATE: 7/1/19

**DEER VALLEY SNOW PARK
NORTH PARKING LOT IMPROVEMENTS
OVERALL PLAN**
FOR: DEER VALLEY
JOB NO.: 11-1-19
FILE: X:\SnowParkVillage\dwg\Snow Park Development\Snowpark Civil.dwg

**SHEET
1
OF
1**

Exhibit C

This is a report from the Park City Planning Commission to the City Council of Park City, the project proponents and any other concerned or involved individual.

I Description of Project

The proposed development is located approximately one mile east of Park City's Main Street, in the area known as Deer Valley. The development site is 1,597 acres in size. If all the area to be skied were included, the acreage would be considerably greater. The project when completed will have approximately 1,815 dwelling units on site. Due to the scale of the project and the lay of the land a number of communities are to be developed in a scattered pattern throughout the area and are as follows: Deer Valley areas, American Flag Community, Lake Flat Community and the Bald Eagle Community. All property owners adjacent to the development have been contacted and seem very positive about the development. The project due to its complexity is to be developed as a Planned Unit Development, and is to extend over 15 years in completion.

Phasing of the project is to be as follows:

*Key elements in Phase #1 Beginning 1978 ending 1979

- Basic roads for entire development
- Major utility lines
- 18 hole golf course
- (355 Deer Valley Multi-family units
- (28 Single family lots
- 8-9 Ski lifts with related buildings

*Key elements in Phase #2 Beginning 1980 ending 1982

- Roads and utilities into Lake Flat area
- Lake Flat lodge 100 units
- Swimming pool
- 5 Tennis Courts
- 75 Cottages
- Deer Valley Parking area
- 60 multi-family units
- Convention Center
- A possible 10th ski lift if needed

*Key elements in Phase #3 Beginning 1983 ending 1984

- Remainder of Main road and minor roads to cottage areas
- Cart paths in Lake Flat area
- Lake Flat auxillary parking
- 35 Multi-family units
- Completion of day skier parking area in Deer Valley
- 25 Unit Lodge
- 165 Cottages
- 4 Tennis Courts

*Key elements in Phase #4 Beginning 1985 ending 1986

Roads and Utilities to Bald Eagle
35 Unit Bald Eagle Lodge and Parking
35 Multi-family dwellings
85 Cottages
100 Deer Valley multi-family dwellings
Ski lift as needed

*Key Elements in Phase #5 beginning 1987 ending 1988

225 Deer Valley Single family lots
Convention facility
American Flag Roads and Utilities
50 unit Lodge at American Flag
16 Single Family lots
Ski lift as needed

*Key Elements in Phase #6 beginning 1989 ending 1992

Completion of roads and utilities for American Flag area
Single family lots 25
75 American Flag multi-family dwellings
36 Duplexes
25 unit Lodge
Ski lift as needed

II Annexation and Zoning

Currently the development is split between two jurisdictions with approximately 2/3 of the site in the Park City Corporate limits and the southernmost third in unincorporated county. The Commission recommends that the portion of the property which is outside the corporate limits be annexed to the City with the condition that water for that land to be annexed is not to be provided by the City but by the developer.

There are a number of advantages to the City annexing the property. Some of these advantages are: (1) The City would then have total control over the development and (2) the City would be able to collect revenues from the same. Since the development is to be composed of a number of commercial activities as well as housing, there appears to be a number of financial gains for the City if the property is annexed and the entire development is within the corporate limits. With regard to zoning, since there is proposed a considerable amount of mixing of land uses, the area is to be treated as a Planned Unit Development.

It is recommended that the property be zoned RD and Estate in accord with the guidelines of the existing Land Management Code. With the property zoned as indicated and treated as a PUD, the uses and the configuration of those uses as proposed by the developer can be accommodated and the City will still maintain a considerable amount of control over the development. Refer to appropriate documents.

III Architecture and Physical Development of the Site

A. Architecture

Architecture of the development is to blend with the site and will not stand out or be in contrast with its natural surroundings. The Commission recommends that the architecture be as indicated and that the colors and textures inherent in the area be captured as near as possible in the architectural design of the development.

B. Building Orientation

Buildings in the area are to be orientated and designed in such a way

through the controlle(se of glass, building orienta(.. and the use of insulation.

All buildings are to be constructed in accord with the Uniform Building Code, the National Electric Code, and the Utah Plumbing Code being subject to the modification of these codes as determined by the City's Building Inspector.

The placement of buildings will be influenced by the soils, hydrology, vegetation, geology and wildlife and any other ecological factors of the area. The architecture and development of the area is to be closely controlled by the development of a set of Restrictive Covenants for the entire development. NOTE: Restrictive Covenants have been provided by the developer and their contents have been approved by the Commission.

C. Openspace Ownership and Maintenance

Another item of concern not only to the developer but also to the City is the ownership and maintenance of open space. The Commission recommends that the open space and maintenance be owned and controlled by either the developer, property owners or a combination of the two and that the open space in the area remain in as natural a state as possible. The natural foliage and cover in the area is to be preserved and only when absolutely necessary are trees to be removed.

D. Restrictive Covenants and Development Regulations

See Restrictive Covenants and the Park City Grading Ordinance.

E. See Exhibits B, C and I.

IV Economics and Related Items

A. Job Relationships

The economic impact of this development on the community will be considerable. The developer has indicated that there will be approximately 700 permanent jobs created as a result of the development of this project.

B. Cost/Benefit

As a result of examining the costs and benefits to the community with regard to this development, there appears to be considerably more benefits than costs. Those items considered as costs to the community are schools, police protection, fire protection and road maintenance. Those things considered as benefits are sales tax revenues, property tax revenues, revenues generated by service fees such as those for sewer, water and the like, and impact fees. Even though the developer has not considered in his cost analysis the other services provided by the City which must either be offset by taxes or fees, there still appears to be a considerable benefit beyond costs to the existing Park City Community.

C. Financial History of the Developer

Concerning the financial history, Mr. J. Warren King submitted to the Commission a brief report concerning his abilities with regard to this development. He stated that since there is not as yet a development company formulated, no financial statements of assets or liabilities is available. He, however, did submit to the Commission the following information:

That it is the intention of the Royal Street Land Company to finance

the Deer Valley/Lake Flat area development by forming a new company and by funding the first phase capital expenditures and improvements with primarily equity capital. It has not yet been determined if the new company will be a partnership or a corporation or if there will be a public offering. At the present time, studies indicate that there is a need for initial equity capital in a minimum amount of \$10,000,000. Future studies may show a variance in this amount. The developer also submitted a list of a number of projects Royal Street Corporation or its subsidiaries have been involved in in the past. They are as follows: developed, owned and operated Television and radio broadcasting stations in Louisiana and Alabama; operates small business investment company; developed the Royal Orleans Hotel in New Orleans, Louisiana, and still retains a major equity position; developed the Royal Sonnesta in New Orleans and retains major equity position; developed, operates and retains a major equity position in Stanford Court Hotel in San Francisco; developed and marketed a number of singular and multiple family residences in California, Colorado, Florida, Louisiana and Utah; managed, developed and operated the Park City Resort in Park City, Utah.

D. See exhibit N.

V Lay of the Land

A. Hydrology

The hydrology, soils, geology and topography of the area all seem to be well suited for the type of development that is proposed. A hydrology study created by John Demkowicz and Jack Johnson indicates that with proper drainage and check dams any potential problems with respect to runoff can be easily eliminated. As a safety factor the developer proposes as a part of the golf course, to develop the ponds in that course in such a way that they would have the ability to hold any abnormal water running off the development area. The more critical area with regard to hydrology is that part of the site called Lake Flat; yet it appears that through proper management and development any potential problems can be eliminated.

B. Soils

The soils of the area are such that through proper controlled development as proposed by the developer, no problems should occur.

C. Geology

The geology of the area from all indications is stable. There is a fault on the eastern side of the development but that fault appears to be inactive.

D. Topography

The topography and orientation seem to be ideally suited for a resort development.

E. See exhibits K and L.

VI Relationship to Community, Community Services and Impacts

A. Relationship to Community

The development has a very close relationship to the community with regard to distance. The entrance to the development is within 2.7 miles of an major area of element within the city. From the entrance of the development, the most distant community to be created is called the Bald Eagle Community which is 4.3 miles away. 282

Due to the nature of Planned Unit Developments the Planning Commission will be reviewing at all levels the development in greater depth.

B. Fire

There appears to be no problem concerning response time to the area since as mentioned in the fire protection exhibit any area in the development could be reached in approximately 5 minutes. There are to be two substations established within the development; one at Lake Flat and the other in Deer Valley. Other fire protection including hose cabinets, fire boxes, sprinkler systems in commercial and public buildings, are to be provided in accord with Fire and Life Safety Codes. Fire hydrants are to be installed in areas where building development is to occur within 250 feet of each other. Roads leading into and from the area are to be designed in such a way that emergency vehicle traffic will not be impeded. Due to a concern the Planning Commission has about fire hydrants and their accessibility in the higher elevations, they recommend that fire hydrants be adequately contained, accessible, easily identified and that they be installed as approved by the City. This project has been discussed with the Fire District and their desires have been met.

C. Police Protection

From all indications the Park City Police Force is somewhat understaffed when compared to nationally recommended figures. It is recommended that two additional police officers be added to the present force at the beginning of Phase 1; and at the commencement of phase 3, a consideration for an additional increase should be made; this increase depending on the existing problems of the time.

D. Population Impact

This development will have a considerable impact on the existing population of the area as well as encouraging additional population increases. The developer indicates that the maximum accommodation's capacity for the entire development at the end of phase 6 is projected at 6,868. It is supposed that transient population occurring during the peak holiday periods will reach as many as 4,200 persons. Permanent population occurring during the mid-summer season at the close of phase 6 is projected at 781. The ultimate practical accommodation capacity is expected to range from a low of 781 permanent residents to 4,200 transient residents with a maximum permanent capacity of 1,057 permanent residents.

E. Schools

Impact on the Park City School system is difficult to assess. Any impact on schools in the area will from all appearances be offset by the taxes generated from the development. In a study provided by the developer it appears that the school population would increase in proportion to the increase in permanent residents in the project. The relationship of permanent residents in the project to the projected permanent residents in the materials supplied by the school district would indicate that this is relatively minor.

F. See exhibits J & G

VII Roads, Transportation and Related Items

A. Phasing of roads is in Section I - Description of Project.

Roads to be constructed by the developer will be built in such a way that they will meet or surpass all City standards and

specifications. The roads are to be opened to the public and the main road leading into Deer Valley is to tie in with the proposed State Highway with regard to size and configuration. The developer indicates that there will be approximately 12 miles of roadway throughout the entire development; the yearly costs for maintenance of these roads should be as follows: for snow removal \$600 per mile or \$7,200 per year; minor maintenance \$200 per mile or \$2,400 per year; for a total yearly cost to the City of \$9,600 per year. The developer indicates that total resurfacing should be considered at 5 year intervals. This would cost the City approximately \$200,000. In reviewing these figures, the City Manager commented that these figures for maintenance and replacement may be a little high.

B. Parking

The Planning Commission recommends that the total parking area as indicated on preliminary drawings be created and be of such a size that it will accomodate one car for every five skiers the hill is capable of handling. This parking can, of course, be developed in conjunction with the other parts of the development. Parking in single family areas which are intended for full time residents should be two spaces per dwelling unit. Those areas specifically designed to be used for transients are to have at least 1.5 parking spaces per unit.

C. Mass Transportation

Where at all possible, it is the desire of the Planning Commission that mass transportation be used.

D. See exhibits D, E

VIII Utilities

A. Water

If all needs are considered the total demand during the winter season for culinary water could reach as high as 2 million gallons per day. In the summer months that demand would drop to 1.32 million gallons per day or a yearly average of 1.62 million gallons per day. The developer is to provide a proven water source, all facilities, storage and water lines throughout the entire development. He is also responsible for water metering. Water sufficient to carry the development in its entirety is to be provided by the developer and that the City will not impose water fees for connection to water system. Water standards set by the state are to be met or exceeded by the developer.

B. Sewer

The development is to be connected to the Snyderville Basin System. The developer indicates that the maximum amount of water to be treated per day could reach as high as 593,200 gallons. All sewer lines are to be installed by the developer.

C. General Requirements

All utilities are to be placed underground and it is suggested by the Commission that the City insist on bonding or that some other means be devised to insure the installation of all utilities in accord with all Park City specifications at the time of their installation. Utilities are to be developed as development occurs.

See exhibit F

IX Agreement

the developer.

See Exhibit A.

The Commission firmly believes that the creation of this development is for the betterment of the Park City Community and that all elected and appointed City officials should do all in their power to accomplish its creation. It should be noted that during the process of Planning Commission approval, the developer created a number of technical reports for the Commission. These reports are as follows:

- Exhibit A: Agreement
- B . Architectural and site development, restrictive covenants and Conditions
- C Inquiry into design and development control
- D Proposal for variance of parking requirements
- E Utilities
- F Traffic Impact Study
- G Projected population impact
- H Economic impact
- I Open Space Analysis
- J Recommended fire protection modes
- K Environmental study
- L Hydrology report
- M Construction phasing
- N Financial History

They are a part of the Planning Office files and can be examined by the public during regular office hours.

Burnis Watts, Planning Commission Chairman

Planning Members:

Greg Lawson

Kurt Nelson

Bob Wells

Merrill Sanchez

Roy Reynolds

July 13, 1977

OVERFLOW PARKING DIRECTIVE 2019

Issued by: Captain Andrew Leatham

Effective Date: March 7, 2019

Effective immediately, the following procedures for handling overflow parking situations at the Deer Valley and Park City Mountain Ski Resorts has been established:

1. When a ski resort within the City limits of Park City enters an overflow parking situation, meaning that all private designated parking lots have filled and resort patrons will begin parking on City Streets per established agreements, the resort will immediately notify the Summit County Dispatch Center that they have gone into overflow status.
2. The Summit County Dispatch Center will open a new case in Spillman with a call nature of "OVERFLOW", and assign that case to the PCPD Watch Commander. Dispatch will directly contact the watch commander and advise him/her of the overflow status. If dispatch does not open the case automatically, it shall be the responsibility of the watch commander to open his or her own "OVERFLOW" case. The Watch Commander should note the time of notification, the resort area affected, and actions taken to deploy resources before closing the case.
3. Call volume permitting, the Watch Commander should direct a traffic unit or an area officer to the location of the overflow. Responding officer(s) should patrol the area and identify any egregious parking violations (*blocking driveways, blocking fire hydrants, parking too close to intersections, stop signs, driveways, blocking bus stops, or parking in a manner that creates a risk to the public safety*). Officers assigned will handle those violations with discretion just like any other violations in the City (*Warning, Citation, Towing, etc.*). Each violation should be documented with a separate case for "PARKING PROBLEM" or "PARKING VIOLATION".

Background:

This has been an on-going issue for many years. An overflow parking agreement between the Deer Valley Ski Resort and the City was established many years ago and is still active.

The role of the PCPD with regard to this agreement is to enforce egregious parking violations such as those noted above, and to take proper action with regard to public safety. This procedure will allow the Department to keep track of the number of overflow situations and the amount of police resources required to address the issue.

The City does not expect the Police Department to solve the parking situation, and recognizes that it will likely take a City Council directive at some point. The mission of the PCPD is to focus on the safety aspect of the situation and take proper enforcement action just as we would in any other part of the City where a hazard were to exist.



City Council Staff Report

Subject: UDOT Consultant Services Agreement for
Deer Valley Drive Design
Author: Matthew Cassel, P.E., City Engineer
Department: Engineering
Date: September 13, 2012
Type of Item: Administrative

Summary Recommendations:

The Council should authorize the Interim City Manager to sign the attached UDOT Consultant Services Agreement with Stanley Consultants for engineering/environmental services related to the design of Deer Valley Drive in the amount of \$375,126.84.

Topic/Description:

Through the Small Urban Fund program, Park City was granted \$1,000,000 to be used for improvements to Deer Valley Drive. The Small Urban Fund program is a Federal road funding program and is administered by Utah Department of Transportation (UDOT). Park City is considered a small urban community and thus qualifies for these funds. This contract with Stanley Consultants provides for the engineering design, environmental documentation and implementing a public involvement process for the project.

Background:

Park City was awarded \$1,000,000 in Small Urban Fund grant money in 2009 for the reconstruction of Bonanza Drive. Additionally, Park City has been awarded an additional \$1,000,000 in Small Urban Fund grant money for the reconstruction of Prospector Avenue in 2016. This grant money does have a matching requirement. Park City is responsible to provide matching funds in the amount of 7.2% of the total Federal grant. In these cases Park City is required to provide \$72,616 in matching funds.

The original grant application to the Small Urban Fund program was made and Park City was awarded the grant money prior to 2008. This original grant did not have a scope of work which defined how the money was going to be used. In 2010, Park City was requested by UDOT to further define the project. This updated application was submitted and included modifications to the existing round-about and pedestrian lighting from the existing round-about to the intersection of Deer Valley Drive and Deer Valley Drive North.

Analysis:

The Deer Valley Drive design will include replacement of the existing collapsed storm drain, replacement of the gas line (work and design to be performed by Questar Gas), replacement of the existing water line, pedestrian modifications at the round-about, left turn lane at the intersection of Deer Valley Drive and Deer Valley Drive North,

consistent six (6) foot wide sidewalks, bus pullouts, speed limit feedback signs, pedestrian lighting from the round-about to the intersection of Deer Valley Drive and Deer Valley Drive North and road resurfacing.

Because this project will be administered by UDOT, the consultant was selected using UDOT's selection process. This process included selecting five consultants from UDOT's existing consultant pool. (This pool is operates similarly to the State Contract where Park City is allowed to purchase items directly.) The five selected consultants were:

- URS,
- Michael Baker,
- Horrocks Engineers,
- Stanley Consultants, and
- Project Engineering Consultants

These consultants then submitted a Statement of Qualification (SOQ) which was evaluated by Park City staffers. Stanley Consultants was determined to be the best choice for providing professional design services to the City on this project. Because their overhead rate was established through their inclusion in the UDOT consultant pool, only the scope of services and hours to complete the work were negotiated with Stanley Consultants.

The design of Deer Valley Drive is anticipated to commence immediately with the design completed by mid-March 2013. With the design completed by mid-March the construction should be able to commence by late April to take full advantage of the spring shoulder season.

The Council has approved funding for this project as follows:
Capital Project cp0176 (Deer Valley Drive Reconstruction) contains \$500,000 for the project. Additional monies in the amount of \$1,000,000 have been encumbered through UDOT's STP Small Urban Funds Program. The Water Department will provide funding for the water improvements from water service fees and is part of the proposed FY2013/2014 CIP under Water Department's annual budgeted Asset Management/Replacement Program.

Department Review:

This report has been reviewed by Interim City Manager, Planning, Public Works, Sustainability, and Legal. All issues have been resolved.

Alternatives:

A. Approve the Request:

This is the staff's recommendation.

B. Deny the Request:

This would make it impossible to complete the design and prepare a construction package for the 2013 construction season.

C. Continue the Item:

If the Council needs more information the item can be continued, but this could cause the design costs to increase since surveying in snow is more time-consuming, less accurate and error prone.

D. Do Nothing:

This option would make it impossible to complete the design in a timely manner.

Significant Impacts:

The engineering design will have no significant impacts, whereas the actual construction of Deer Valley Drive will heavily impact the adjacent homeowners and access to the Solamere neighborhood and Deer Valley Resort, especially if the road needs to be closed for any period of time. These impacts will be addressed through the use of a Construction Management/General Contractor (CM/GC) construction contract. The use of this contract allows our team to select and bring the contractor on board approximately half way through the design of the project. With the contractor on board, we can work directly with them to determine which activities will affect the ability to keep the road open and solutions to these impactful activities.

Consequences of not taking the recommended action:

Deer Valley Drive is an important transportation link for the City. This project will help to make this transportation corridor more efficient using the existing pavement width. Not commencing with the engineering design contract now would delay the necessary improvements to increase the efficiency of this road section.

Recommendation:

The Council should authorize the Interim City Manager to sign the attached UDOT Consultant Services Agreement with Stanley Consultants. for engineering/environmental services related to the design of Deer Valley Drive in the amount of \$375,126.84.

Exhibits:

Exhibit A – Deer Valley Drive Scope of Work

Exhibit A – Deer Valley Drive Scope of Work

MEMORANDUM

To: Ritchie Taylor, UDOT

From: Matthew Cassel, City Engineer

Date: May 10, 2012

Re: Deer Valley Drive Scope of Work

The overall goal of the project is to use the existing road footprint to make this section of road more efficient.

A. Specific Elements of the Project

- Addition of a left turn lane from Deer Valley Drive onto Deer Valley Drive North,
- Addition of lights from the round-about to the intersection of Deer Valley Drive North,
- Replacement of storm drain from approximately Rossi Hill Drive to round-about,
- Installation of storm drain from Deer Valley Loop down through Provo Street and connecting into the system in Deer Valley Drive,
- Design of bus pullouts,
- Replacement of waterline from booster pump stations near the intersection of Deer Valley Drive North to the round-about,
- Possible relocation of booster pump station,
- Clean-up/augment signage along the corridor,
- Provide driver feedback signs,
- Improve visibility of pedestrians crossing at round-about either with colored concrete, signage or other means,
- Design of consistent sidewalks along the corridor.

B. Public Involvement

- Public involvement is a critical element for this project and should include public meetings, possibly a stakeholder meeting, and using varying media means to keep the general public and City Council informed about the progress of the project.

C. Survey

- Topographical survey of the corridor and horizontal control established will be needed,
- It is assumed that land takings will not be required

D. Geotechnical Study

- Soil sampling and their analysis should be included,
- This section of the road is not in Park City's Soil Ordinance Boundary,
- Existing small retaining walls may need to be restored/rebuilt as part of this project

E. CM/GC Procurement

- Because of anticipated traffic issues, Park City will be looking to use the CM/GC Procurement process.

F. Environmental

- It is assumed that CAT-X documentation will be required for the project,
- A stream alteration permit may be required because of the close proximity of work to the stream just south of Deer Valley Drive,
- A construction permit from DDW will be required for the waterline.

G. Coordination with Utilities

- Questar Gas – As part of the project, Questar Gas will be replacing their existing gas service. This coordination effort needs happen,
- SBWRD – In discussion with SBWRD, they will not be replacing their existing sewer. Coordination with this utility will be required because of the project elements being constructed above this facility



City Council Staff Report

Subject: Deer Valley Drive, Phase 2
Beautification Project
Author: Matt Cassel
Department: Engineering
Date: April 24, 2014
Type of Item: Administrative

Summary Recommendations:

Staff recommends that Council affirm the goals for the Deer Valley Drive Phase 2 Beautification Project.

Topic/Description:

Through the Small Urban Fund program, Park City was granted \$1,000,000 to be used for infrastructure improvements to Deer Valley Drive. This work, designated as Deer Valley Drive, Phase 1, has been completed. There are numerous other elements that staff would have liked to be included in this project, but funding was not available. Additionally, changing or expanding project scope when federal money is involved is not well received by UDOT or the federal government. Council approved \$950,000 during the FY 14 budget process for a second phase to this project to address these improvements, which help to beautify the corridor and address numerous improvements requested from a 2004 Request for Elevated Level of Service (RELS) process from the neighborhood.

During our September 26, 2013 work session meeting with Council, staff indicated that the project would be brought back to Council once the preliminary design was completed and anticipated construction costs identified. This work session meeting is to accomplish the previously stated action.

Background:

Two distinctly different paths led to this project:

Deer Valley Drive Reconstruction Project

Park City was awarded \$1,000,000 in Small Urban Fund grant money in 2009 for the reconstruction of Deer Valley Drive. This grant money does have a matching requirement. Park City is responsible to provide matching funds in the amount of 7.2% of the total Federal grant. In this case Park City was required to provide \$72,616 in matching funds. This original grant did not have a defined scope. In 2010, Park City was requested by UDOT to further define the project. The updated application included modifications to the existing round-about and pedestrian lighting from the existing round-about to the intersection of Deer Valley Drive and Deer Valley Drive North. Other beautifications or enhancements were not included in our proposal because they would not have been eligible for the Federal dollars.

As the design for Phase 1 commenced, staff reached out to Deer Valley Resort to garner their concerns with the upcoming construction and to see if they were interested in a partnership to improve way finding, pedestrian improvements and transit improvements and to make a statement with this entry corridor. Deer Valley Resort was interested and met with staff monthly to help develop the attached concept plan.

Deer Valley Drive Neighborhood RELS Project

On October 6, 2003, staff met with the Deer Valley Drive and Sunnyside Neighborhood group to discuss their concerns over issues that impact their neighborhood. On February 19, 2004, Michael Martin, a neighbor, presented these concerns to Council. From this presentation, a formal request for elevated level of service was made by the neighborhood. Staff reviewed the request through the Traffic Calming and Neighborhood Assessment Committee on May 25, 2004. After a neighborhood meeting early in December 2004, staff developed a list of improvements. These improvements included:

- Pedestrian Lighting along the south sidewalk,
- Crosswalks especially at the corner of Deer Valley Drive and Sunnyside Drive,
- Adding a bus shelter at the intersection of Deer Valley Drive and Sunnyside Drive,
- Providing driver feedback signs along the corridor,
- Adding sidewalks along the north side of Deer Valley Drive,
- Adding a neighborhood park,
- Underground utilities along the corridor,
- Lower the density in the area,
- Cleaning up the creek,
- Addressing the burnt out homes on the BLM property,
- Providing landscaping improvements along the corridor.

After numerous internal and neighborhood meetings and after the appropriate studies were conducted, staff submitted a request for funds through the CIP process in the winter/spring of 2005. Funds in the amount of \$50,000 were allocated in the CIP as part of the FY2006 adopted budget. These funds were never used for improvements and ultimately were de-obligated in order to fund other capital projects within the CIP.

Analysis:

At the start of this Deer Valley Drive Phase Two project, staff developed numerous goals for the project:

- Provide better/consistent pedestrian safety, way finding and connectivity infrastructure throughout the corridor,

- Creation of an entry way into the Deer Valley Resort area through the use of key visual elements and beautification,
Continue to build relationship with Deer Valley as a community economic development partner
- Significantly address the neighborhood RELS requests from 2003, and
- Improve alternative modes of transportation;
 - o Increase ridership by improving the experience,
 - o Determine if consolidation of bus stops (initially incorporated as part of phase 1) is warranted. Determine necessity feasibility and costs of additional transit pullouts at Greyhawk/Foxglove stops.
 - o Improve the corridors walkability with an increase in pedestrian lighting.

Deer Valley Drive Phase One Project

The Deer Valley Drive Phase 1 project included the repair and lining of the existing collapsed storm drain, replacement of sections of the gas line, replacement of the existing distribution water line, pedestrian modifications at the round-about, addition of a left turn lane at the intersection of Deer Valley Drive and Deer Valley Drive North, bus pullouts, speed limit feedback signs, pedestrian lighting and sidewalks from the round-about to the intersection of Deer Valley Drive and Sunnyside Drive, updated signage and road resurfacing.

Addressing RELS Requests

As noted in the background section of this report, the RELS process identified eleven issues to be addressed:

- Pedestrian lighting along the south sidewalk – As part of the phase one project, pedestrian lights were installed from the roundabout to the intersection of Deer Valley Drive and Sunnyside Drive with a spacing of 200 feet. The pedestrian lights as proposed in this phase 2 would be continue with lights at 200 foot spacing from Sunnyside Drive to Snow Park Lodge and to replace the other existing shoe box lights on the Deer Valley Drive loop with the updated light. Additionally, Deer Valley has agreed to replace their shoe box style lights in their parking lot with matching light fixtures,
- Crosswalks especially at the corner of Deer Valley Drive and Sunnyside Drive as well as Deer Valley Drive North – Cross walks were installed in the Deer Valley Drive and Sunnyside Drive intersection as part of Phase one,
- Adding a bus shelter at the intersection of Deer Valley Drive and Sunnyside Drive – After researching our files, staff could not find an actual request. The idea of a bus shelter was discussed during the stakeholder meeting with very little support. Therefore, a bus shelter at Deer Valley Drive and Sunnyside Drive will not be installed,
- Providing driver feedback signs along the corridor – Feedback signs were installed as part of phase one construction,

- Adding sidewalks along the north side of Deer Valley Drive – During the design of phase one, staff and the design team discussed adding to the existing sidewalk on the north side of Deer Valley. The decision was to maintain the existing stretches of sidewalk but not to add additional stretches. The thought was that the existing terrain on the north side of the road would make a continuous sidewalk extremely expensive and intrusive during construction and that improvements to the south side sidewalk with lights and crosswalks will augment the pedestrian flow along the corridor,
- Adding a neighborhood park – The location requested for a neighborhood park (corner of Mellow Mountain Road and Deer Valley Drive) is too steep for a park. As part of the preliminary design, staff will be landscaping this area in lieu of creating a park,
- Underground utilities along the corridor – During Deer Valley Drive Phase One, the design team evaluated the possibility of installing conduits for undergrounding utilities along the corridor. During the phase one open house, a group of residents inquired about undergrounding utilities. After describing the process to the group, they were asked to let staff know if they would like to look further into undergrounding. No requests were submitted. During our OTIS update discussion two and a half years ago, staff proposed, and Council agreed, to removing the conduit portion from the projects because not one conduit installed had been used to date as it was designed. This philosophy was carried through on the Deer Valley Drive project,
- Lower the density in the area – This issue will not be addressed as part of this phase,
- Cleaning up the creek – The creek will be cleaned up and re-vegetated as part of phase two,
- Addressing the burnt out homes on the BLM property – This issue will not be addressed as part of this phase,
- Providing landscaping improvements along the corridor – The areas identified by the neighborhood will be landscaped as part of this phase two.

Elements of the Project

The elements of the Deer Valley Drive Phase 2 project include the following:

- Additional pedestrian lighting
 - Pedestrian lighting every 200 feet extending from Sunnyside Drive to Snow Park Lodge,
 - Replacement of existing shoe box lights along the Deer Valley loop,
 - Replacement of the shoe box lights in the Deer Valley parking lot.
- Consistent sidewalks throughout the corridor
 - Relocation of the electrical box at the intersection of Deer Valley Drive North to allow the sidewalk to be straightened out,
 - Eight foot widths from Deer Valley Drive North to Snow Park Lodge,

- Eight foot widths from Snow Park Lodge along east edge of Deer Valley Resort parking lot extending to existing pathway near the north edge of the parking lot.
- Crosswalks
 - Re-painting of crosswalks at intersection of Sunnyside Drive,
 - Decorative crosswalk at the intersection of Deer Valley Drive North,
 - Re-painting of crosswalk at Snow Park Lodge,
 - Painting of crosswalk across Royal Street at Silver Lake Lodge.
- Bus stop amenities,
- Cleaning of trash out of the creek and re-vegetation near the Sunnyside Drive intersection,
- Landscaping improvements along the corridor
 - Landscaping around the pressure reduction valve (PRV) station just recently constructed on Deer Valley Loop,
 - Landscaping at the corner of Deer Valley Drive and the west entrance to Deer Valley Loop,
 - Landscaping of the northwest hillside at the intersection of Deer Valley Drive and Mellow Mountain Road,
 - Landscaping in other small infill areas along the Deer Valley Drive corridor.
- Entry feature near the intersection of Deer Valley Drive and Deer Valley Drive north. The feature will be located on the southeast corner just before the bridge,
- Bridge façade restoration and code update. Work includes the addition of LED façade accent lighting along the bridge. The lighting is located below the top cover rock on each side,
- Fiber optic conduit from Sunnyside Drive to Snow Park Lodge, and
- Addition of bus pullouts at Greyhawk and Foxglove condominiums.

Elements **NOT** installed as part of Deer Valley Drive Phase 2 include:

- Updating the existing Deer Valley information sign located at the southeast corner of the roundabout. This sign has been discussed by numerous departments at several meetings. Though some thoughts and ideas have been developed, staff recognized that we are not very close in being able to bring this item back to Council for further discussion. Staff has elected to separate this item from the Deer Valley Drive Phase 2 package, continue analyzing this issue and then come back to Council for further discussion, and
- Bus shelter – As indicated above, after researching our files, staff could not find an actual request. The idea of a bus shelter was discussed during the stakeholder meeting with very little support. Therefore, a bus shelter at the Sunnyside Drive intersection will not be installed

Public Meetings

Numerous public meetings were held during the development of the preliminary design. These meetings include:

- A stakeholder meeting was held on January 29, 2014 with those residents involved with the RELS project from ten years ago and those residents who raised concerns during the first phase of the Deer Valley Drive project. It should be noted that only three residents remain from the original RELS project. Two of these residents attended the meeting (Mary and John Demkowicz). This meeting was held to confirm their issues and communicate the possible elements of the project,
- A meeting was held with Deer Valley on February 14, 2014 to understand issues that Deer Valley may have and to provide a tentative schedule for the design and construction of this project,
- A meeting was held with Deer Valley on March 13, 2014 to review the design elements that would be part of the preliminary design,
- An open house was held on March 18, 2014 in the Park City High School library along with many other projects. Numerous people approached the booth to ask questions and several comments were provided, and
- A meeting was held with Deer Valley on April 8, 2014 to discuss the preliminary design elements and to agree to cost sharing for the project.

The following are the additional public meetings that will be held over the remaining course of the project:

- A meeting with the Greyhawk and Fox Glove HOAs will be held in the next couple of weeks. The goal of this meeting is to work through the finer design issues as they relate to the installation of bus pullouts in front of both condominium complexes.
- The information from this work session meeting will be posted on-line so residents can access and review the design direction. An e-mail blast will occur directing the residents to this information and to also request them to provide staff with any personnel activities that may conflict with our anticipated construction such as installing a driveway with a snow melt system in an area that will impact our construction,
- Another open house will be held to kick off the start of construction. This meeting will be held after the contractor is selected and will give the residents an opportunity to meet the contractor and obtain better information on the construction timeline. It is anticipated that this meeting will be held in mid-July.

Project Costs

When the original concept plan was developed, the consultant, at that time, looked at all areas along Deer Valley Drive that could be modified to help beautify and create a sense of arrival including the Deer Valley Resort parking lots. As the design of this project has moved forward, it was anticipated that numerous elements would be funded by Deer Valley. The improvements proposed to be funded by the City

and the improvements proposed to be funded by Deer Valley Resort are independent of each other. On April 8, 2014, staff and Deer Valley Resort negotiated a cost sharing agreement on the improvements.

The total estimated construction cost for this project is approximately \$927,261, which includes both Park City and Deer Valley costs, with the cost breakdown as follows:

Construction Costs Funded by City	
Additional lighting fixtures from Sunnyside Drive to Snow Park and replacement of existing shoe box type light fixtures with decorative light along the Deer Valley Drive loop (fiber conduit is included in this item)	\$142,656
Eight foot wide sidewalks from Deer Valley Drive North to Snow Park	\$198,225
Restriping crosswalks and road edges	\$5,860
Bridge restoration and crosswalk	\$42,164
Greyhawk bus pullout	\$19,274
Fox Glove bus pullout	\$11,388
Eight foot wide sidewalk along east Deer Valley Drive east	\$42,000
Miscellaneous work	\$2,000
Electrical equipment relocation to eliminate jog in sidewalk	\$30,000
Landscaping along corridor	\$11,600
Hillside landscaping	\$70,925
Deer Valley Drive median landscaping*	\$43,500
PRV Landscaping	\$4,000
Landscaping Maintenance	\$39,600
Replace bus stop sign fixtures	\$15,000
ADA ramps along road crossings	\$4,000
General conditions	\$53,500
Contingency at 20%	\$73,569
Total Estimated Costs to Park City	\$809,261
*Deer Valley has committed to the operations and maintenance of this area after initial construction	
Construction Costs Funded by Deer Valley	
Replacement shoe box type light fixtures in parking lot	\$68,000
Deer Valley entry feature near intersection of Deer Valley Drive and Deer Valley Drive North	\$50,000
Total Estimated Costs to Deer Valley	\$118,000

The Council has approved funding for this project in the amount of \$950,000 (CP0317). In addition to the estimated City construction cost of \$809,261 are the design and construction management costs at \$129,867 and approved by Council on December 19, 2013. Total estimated cost to the City is \$939,128.

Future Operation and Maintenance Costs

Deer Valley Drive Phase 2 will have future operation and maintenance costs associated with this project. These future costs include:

- Maintaining the paint at the crosswalks (starting the summer of 2015) ,
- Additional plowing for the new sections of sidewalk from Deer Valley Drive North to Snow Park Lodge and possibly from Snow Park Lodge north to the end of the Deer Valley parking lot (starting the winter of 2014/2015),
- Maintaining the hillside landscaping at the intersection of Mellow Mountain and Deer Valley (starting the summer of 2016),
- Pedestrian lighting – As part of our agreement with Rocky Mountain Power (RMP) to energize the lights, the City will pay the first five years of the power bill up front. This contract is similar to the one signed for the lights installed as part of Deer Valley Drive phase one, and
- Maintenance of landscaping in island as you approach Snow Park – Deer Valley Resort has agreed to maintain this landscaped area and thus the operating and maintenance cost will not be carried by the City.

At this point in the design, there is not enough information available for staff to determine with any accuracy, the operation and maintenance cost for each of these activities. When staff returns to Council in early July to authorize the City Manager to execute a construction agreement with the lowest responsible and responsive bidder, we will provide an anticipated operation and maintenance costs, when these costs will commence and how these costs will be managed.

Project Schedule

The construction of Deer Valley Drive Phase 1 is complete with some warranty work needing to occur this spring.

The estimated project schedule for the remainder of Deer Valley Drive Phase 2 is:

- Complete the design and bid package by mid-May 2014,
- Bid the project from mid-May 2014 until mid-July,
- Start the construction in mid-July of 2014 with construction to be completed by October 15, 2014.

Department Review:

This report has been reviewed by City Manager, Planning, Budget, Public Works, Sustainability, and Legal. All issues have been resolved.

Alternatives:**A. Agree with the Direction:**

This is staff's recommendation.

B. Add/Change Goals/Specific Accomplishments:

If this alternative is chosen and the scope of work increases over the current preliminary plan, staff may need to go through the CIP process again for the additional work scope. This would not occur until February of 2015. Staff would request to continue through design and bid the project with any additional scope items to be listed as an alternative bid item. In this way, if bids are low and funds are available, the additional work scope could then be constructed with this phase. Otherwise, the additional scope of work would need to be delayed until the next construction season.

C. Deny the Project:

If Council does not want the project to go forward, staff will stop work and our Budget Department will reallocate the funds.

D. Continue the Item

If the Council needs more information, the item can be brought back to Council at a later date.

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?	+ Safe community that is walkable and bike-able + Multi-seasonal destination for recreational opportunities Internationally recognized & respected brand	Managed natural resources balancing ecosystem needs		+
Assessment of Overall Impact on Council Priority (Quality of Life Impact)	Positive 	Positive 	Neutral 	Neutral 
Comments:				

The construction of Deer Valley Drive Phase 2 will slightly impact the adjacent homeowners and may cause very short access issues for the Solamere neighborhood and Deer Valley Resort. These impacts will be addressed through the use of neighborhood meetings and electronic and social media updates throughout the project.

Deer Valley is one of the two major economic generators in Park City and should be seen as a partner. Adding elements to strengthen their entry statement and sense of

arrival, providing safe, lighted pedestrian connectivity to Snow Park Lodge and further transit amenities should enhance the experience of their guest and minimize vehicular impacts. This project will help to beautify this corridor along with creating an entry statement as visitors drive toward Deer Valley Resort.

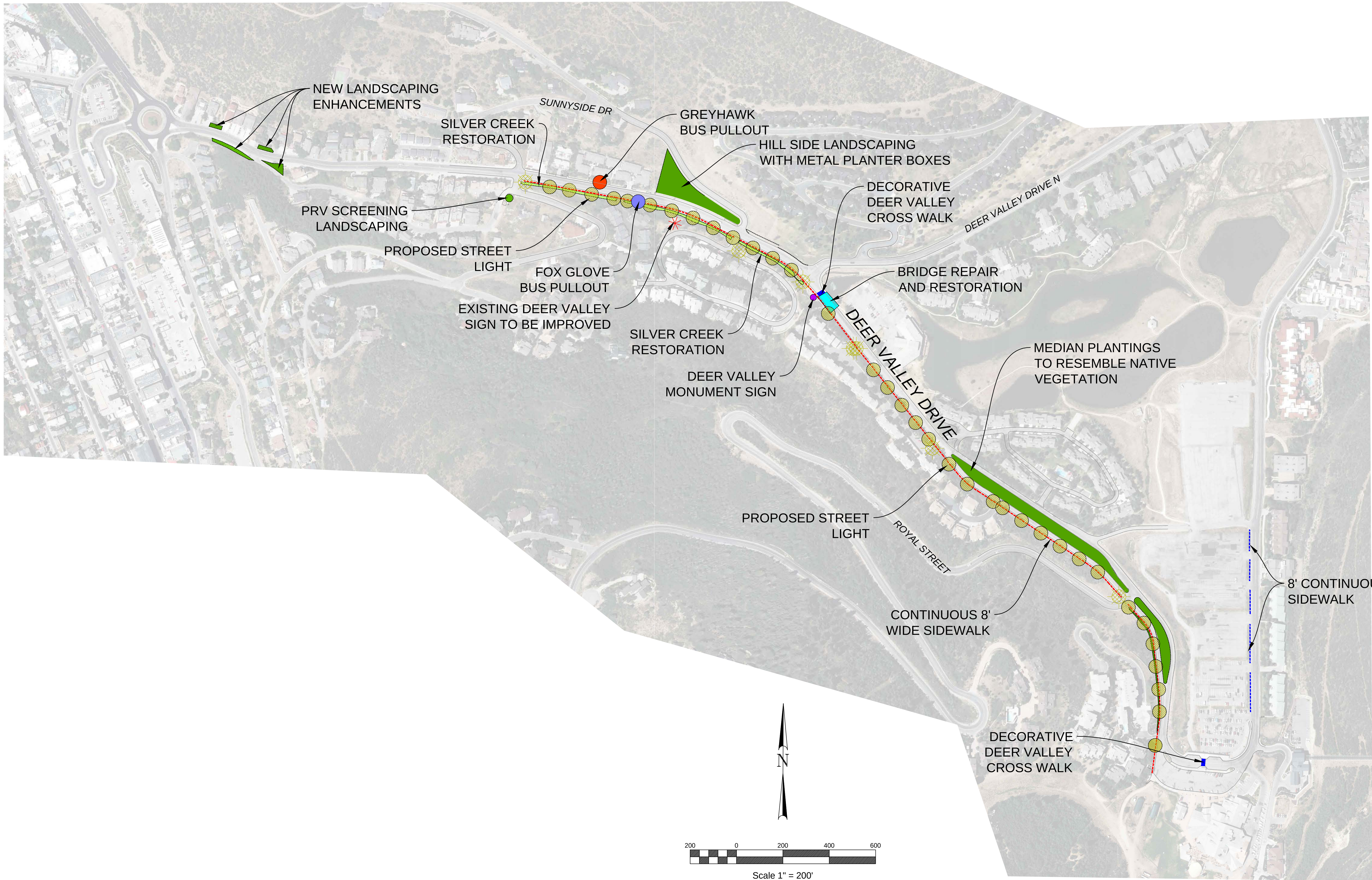
Consequences of not taking the recommended action:

By not doing the project, this beautification and entry statement will not be achieved. Additionally the City will not fulfill the improvements identified through the RELS process by the neighborhood.

Recommendation:

Staff recommends that Council provide direction to staff to affirm the goals for the Deer Valley Drive Phase 2 Beautification Project.

Exhibit A – Deer Valley Drive Plan Concept
Cost Estimate for Park City
Cost Estimate for Deer Valley
Bridge Restoration with Lights
Deer Valley Entrance Monument
Hillside Landscape Concept
Street Furniture Concepts
September 26, 2013 City Council Meeting Minutes



DEER VALLEY DRIVE PHASE 2
IMPROVEMENTS
PARK CITY, UT
DEER VALLEY PH 2 IMPROVEMENTS

231 West 800 South Suite A Salt Lake City, Utah 84101
Ward Engineering Group
Planning Engineering Surveying
PH: 801.487.8040 FX: 801.487.8668

CLIENT: PARK CITY
DWG: _____
JOB No: PC003
DATE: 04/14/2014
REVISIONS AND NOTES ARE PRESENTED IN THIS ORDER

DRAWN BY: JEW
DESIGN BY: JEW
CHECKED BY: BHT
DATE: 04/14/2014

REVISIONS

SHEET



Ward Engineering Group
Planning. Engineering. Surveying

231 West 800 South Suite A, Salt Lake City, UT 84101
Tel. 801.487.8040 • Fax. 801.487.8668

Deer Valley Drive Phase II (Park City Infrastructure)

Park City Cost Estimate Summary

Date: 4/14/2014

Park City Improvements	
General Conditions	\$ 53,500.00
Communications, Power and Lighting	\$ 142,656.00
Greyhawk Bus Pullout	\$ 19,274.00
Fox Glove Bus Pullout	\$ 11,388.00
Re-Striping Deer Valley Drive Int.	\$ 4,060.00
Re-Striping After Median	\$ 1,800.00
Equipment Relocation for New Sidewalk	\$ 30,000.00
Bridge Restoration and Crosswalk	\$ 42,164.00
8' Wide Sidewalk Installation	\$ 198,225.00
Bus Stop Fixtures	\$ 15,000.00
Deer Valley Drive North Sidewalk (Snowpark Parking)	\$ 42,000.00
Additional Work	\$ 2,000.00
Total Park City Improvements=	\$ 562,067.00

Park City Landscaping Improvements	
Landscaping Near Round About (Sheet L100)	\$ 11,600.00
Park City Hillside Landscaping (Sheet L120-L130)	\$ 70,925.00
Deer Valley Drive Median Plantings (Sheets L140-L160)	\$ 43,500.00
Landscaping Maintenance (1 Season)	\$ 39,600.00
PRV Landscaping	\$ 4,000.00
Total Park City Landscaping Improvements=	\$ 169,625.00

Additional Work				
ADA Ramps @ Driveway Entrances	EA	10	\$ 400.00	\$4,000.00
Additional Work=				\$4,000.00

Park City Cost (8' Sidewalks) =	\$ 735,692.00
Construction Contingency (10%)	\$ 73,569.20
Total Park City Cost (8' Sidewalks) =	\$ 809,261.20

Park City Roadway Quantities

Park City Improvements Description	Estimate			
	Unit	Qty	Cost	Total
General Conditions				
Mobilization	LS	1	\$ 37,000.00	\$ 37,000.00
Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00
Erosion Control/BMP Oversight	LS	1	\$ 1,500.00	\$ 1,500.00
General Conditions Total=				\$ 53,500.00

Communications, Power and Lighting				
Pedestrian Lighting (Inc. Junction Box)	EA	22	\$ 4,000.00	\$ 88,000.00
2-2" Sch. 40 Conduits (Power and Fiber)				\$ -
Total Shared Trench in Native Soil	LF	1,200	\$ 5.25	\$ 6,300.00
Trench Length is Shared Trench Under Pave 4110 LF (Includes Structural Fill, 8" Asphalt, and 8" UTBC)	LF	175	\$ 20.25	\$ 3,543.75
Shared Trench Under SW	LF	2,735	\$ 5.25	\$ 14,358.75
11" X 17" Power Junction Box	EA	4	\$ 700.00	\$ 2,800.00
17" X 30" Fiber Optic Junction Box	EA	14	\$ 1,200.00	\$ 16,800.00
Remove Existing Light and Base	EA	3	\$ 750.00	\$ 2,250.00
Pull Electrical Wires	LF	4,110	\$ 1.85	\$ 7,603.50
Remove Lights on Power Poles	EA	2	\$ 500.00	\$ 1,000.00
Communications and Lighting Total=				\$ 142,656.00

Greyhawk Bus Pullout				
Saw Cutting/Asphalt Removal	LF	87	\$ 4.00	\$ 348.00
Sidewalk/Rolled Curb Removal	SF	546	\$ 2.00	\$ 1,092.00
8" Asphalt Paving and 8" Roadbase	SF	190	\$ 5.00	\$ 950.00
30" Rolled Curb	LF	84	\$ 20.00	\$ 1,680.00
4' Sidewalk/ Includes Base	LF	84	\$ 22.00	\$ 1,848.00
Rock Wall Relocation	LS	1	\$ 9,856.00	\$ 9,856.00
Bus Stop (Type 1 W/Bench)	LS	1	\$ 2,000.00	\$ 2,000.00
Miscellaneous Landscaping Restoration	LS	1	\$ 1,500.00	\$ 1,500.00
Greyhawk Bus Pullout Total=				\$ 19,274.00

Fox Glove Bus Pullout				
Saw Cutting/Asphalt Removal	LF	92	\$ 4.00	\$ 368.00
Rolled Curb Removal	SF	1200	\$ 2.00	\$ 2,400.00
8" Asphalt Paving and 6" Roadbase	SF	220	\$ 5.00	\$ 1,100.00
30" Rolled Curb	LF	92	\$ 20.00	\$ 1,840.00
8' Sidewalk/Includes 6" UTBC	LF	92	\$ 40.00	\$ 3,680.00
Bus Stop (Type 1 W/Bench)	LS	1	\$ 2,000.00	\$ 2,000.00
Fox Glove Bus Pullout Total=				\$ 11,388.00

Re-Striping (Deer Valley Drive Intersection)				
Striping Removal	LF	1500	\$ 1.00	\$ 1,500.00
Double Yellow	LF	600	\$ 2.00	\$ 1,200.00
4" White Striping	LF	280	\$ 2.00	\$ 560.00
Turn Arrow	EA	2	\$ 400.00	\$ 800.00
Re-Striping Deer Valley Intersection=				\$ 4,060.00

Re-Striping (After Median)				
Striping Removal	LF	600	\$ 1.00	\$ 600.00
Double Yellow	LF	300	\$ 2.00	\$ 600.00
4" White Striping	LF	300	\$ 2.00	\$ 600.00
Re-Striping Double Yellow After Restriping=				\$ 1,800.00

Equipment Relocation for New Sidewalk				
Sidewalk Installation and Removal included in 8' Sidewalk Installation Category				
Relocation Power Transformer	LS	1	\$ 20,000.00	\$ 20,000.00
Relocation Communications	LS	2	\$ 5,000.00	\$ 10,000.00
Sidewalk Relocation Total=				\$ 30,000.00

Bridge Restoration and Crosswalk				
Cross Walk Striping (Type Pending)	EA	1	\$1,000.00	\$1,000.00
Bridge Restoration				
Install Top Cap				
Clean Grout				
Repair Grout				
Seal Rock and Grout	LS	1	\$25,000.00	\$25,000.00
Rock Wall Lighting (LED)	LF	234	\$40.00	\$9,360.00
Lighting Drivers	EA	4	\$100.00	\$400.00
Lighting Mounting Strip	LF	234	\$6.00	\$1,404.00
Miscellaneous Rock Wall Repair	LS	1	\$5,000.00	\$5,000.00
BridgeRestoration and Crosswalk Total=				\$42,164.00

8' Sidewalk Installation From Deer Valley N Int. to Snow Park Lodge				
Saw Cutting/Asphalt Removal	LF	2700	\$ 2.75	\$ 7,425.00
6'-4' Wide Sidewalk/Rolled Curb Removal	LF	2700	\$ 4.00	\$ 10,800.00
8' Sidewalk Installation/Includes 6" UTBC	LF	2700	\$ 40.00	\$ 108,000.00
30" Rolled Curb	LF	2700	\$ 20.00	\$ 54,000.00
Storm Drain Catch Basin Relocation	EA	3	\$ 3,500.00	\$ 10,500.00
Driveway Transition				
Fix Asphalt				
Replace Curb	EA	5	\$ 1,500.00	\$ 7,500.00
8' Sidewalk Installation From Deer Valley N Int. to Snow Park Lodge Total=				\$198,225.00

Bus Stop Fixtures				
Bus Stop Benches for pullouts included in Bus Pullout Quantities.				
Bus Stop Type 1 with Bench	EA	1	\$ 2,000.00	\$ 2,000.00
Bus Stop Type 2 only Post W/ Sign	EA	13	\$ 1,000.00	\$ 13,000.00
Re-Striping Double Yellow After Restriping=				\$ 15,000.00

Deer Valley Drive North Sidewalk (Snowpark Parking Connection)				
30" Rolled Curb	LF	700	\$ 20.00	\$ 14,000.00
8' Sidewalk/Includes 6" UTBC	LF	700	\$ 40.00	\$ 28,000.00
Snow Park Lodge Parking Total=				\$ 42,000.00

Additional Work				
Cross Walk Striping (Type Pending)	EA	2	\$1,000.00	\$2,000.00

Additional Work=	\$2,000.00
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Park City Landscaping Quantities

Park City Landscaping Description	Estimate			
	Unit	Qty	Cost	Total
Landscaping Near Round About (Sheet L100)				
Landscaping/Grading	LS	1	\$ 2,000.00	\$2,000.00
Coniferious Tree	EA	0	\$ 400.00	\$0.00
Decidious Tree	EA	24	\$ 400.00	\$9,600.00
Shrub	EA	0	\$ 70.00	\$0.00
Landscaping Near Round About Total=				\$ 11,600.00

Park City Hillside Landscaping (Sheets L120-L130)				
Steel Edge Planters	EA	10	\$ 2,500.00	\$25,000.00
Irrigation	SF	35,000	\$ 0.75	\$26,250.00
PPs at 24" O.C.	EA	1,054	\$ 5.00	\$5,270.00
PVm at 24" O.C.	EA	881	\$ 5.00	\$4,405.00
Silver Creek Restoration	SF	10,000	\$ 1.00	\$10,000.00
Park City Hillside Landscaping Total=				\$70,925.00

Deer Valley Drive Median Plantings (Sheets L140-L160)				
Coniferious Tree	EA	14	\$ 400.00	\$ 5,600.00
Decidious Tree	EA	78	\$ 400.00	\$ 31,200.00
Shrub	EA	60	\$ 70.00	\$ 4,200.00
Irrigation (Hand Watering)	LS	1	\$ 1,000.00	\$ 1,000.00
Miscellaneous Landscaping Restoration	EA	1	\$ 1,500.00	\$ 1,500.00
Deer Valley Drive Median Plantings=				\$ 43,500.00

PRV Landscaping Screening				
PRV Landscaping	LS	1	\$ 4,000.00	\$ 4,000.00
Landscaping Maintenance=				\$ 4,000.00

Landscaping Maintenance (1 Season)				
Handwatering Un-Irrigated Areas	LS	1	\$ 39,600.00	\$ 39,600.00
Landscaping Maintenance=				\$ 39,600.00



Ward Engineering Group
Planning. Engineering. Surveying

231 West 800 South Suite A, Salt Lake City, UT 84101
Tel. 801.487.8040 • Fax. 801.487.8668

Deer Valley Drive Phase II (Deer Valley Infrastructure) Park City Cost Estimate Summary

Date: 4/14/2014

Deer Valley Improvements	
Snow Lodge Parking Lot Improvements	\$ 68,000.00
Deer Valley Entrance Feature	\$ 50,000.00
Entrance Sign and Frame (Removed from Phase 2)	\$ -
Total Deer Valley Improvements=	\$ 118,000.00

Deer Valley Landscaping Improvements	
Snow Park Parking Lot Landscaping	\$ 40,550.00
Total Deer Valley Landscaping Improvements=	\$ 40,550.00

Total Deer Valley Cost =	\$ 158,550.00
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*Cost Estimate does not include regrading, drainage, or other measures necessary for parking lot and sidewalk improvements.

Deer Valley Parking Lot Improvement Quantities

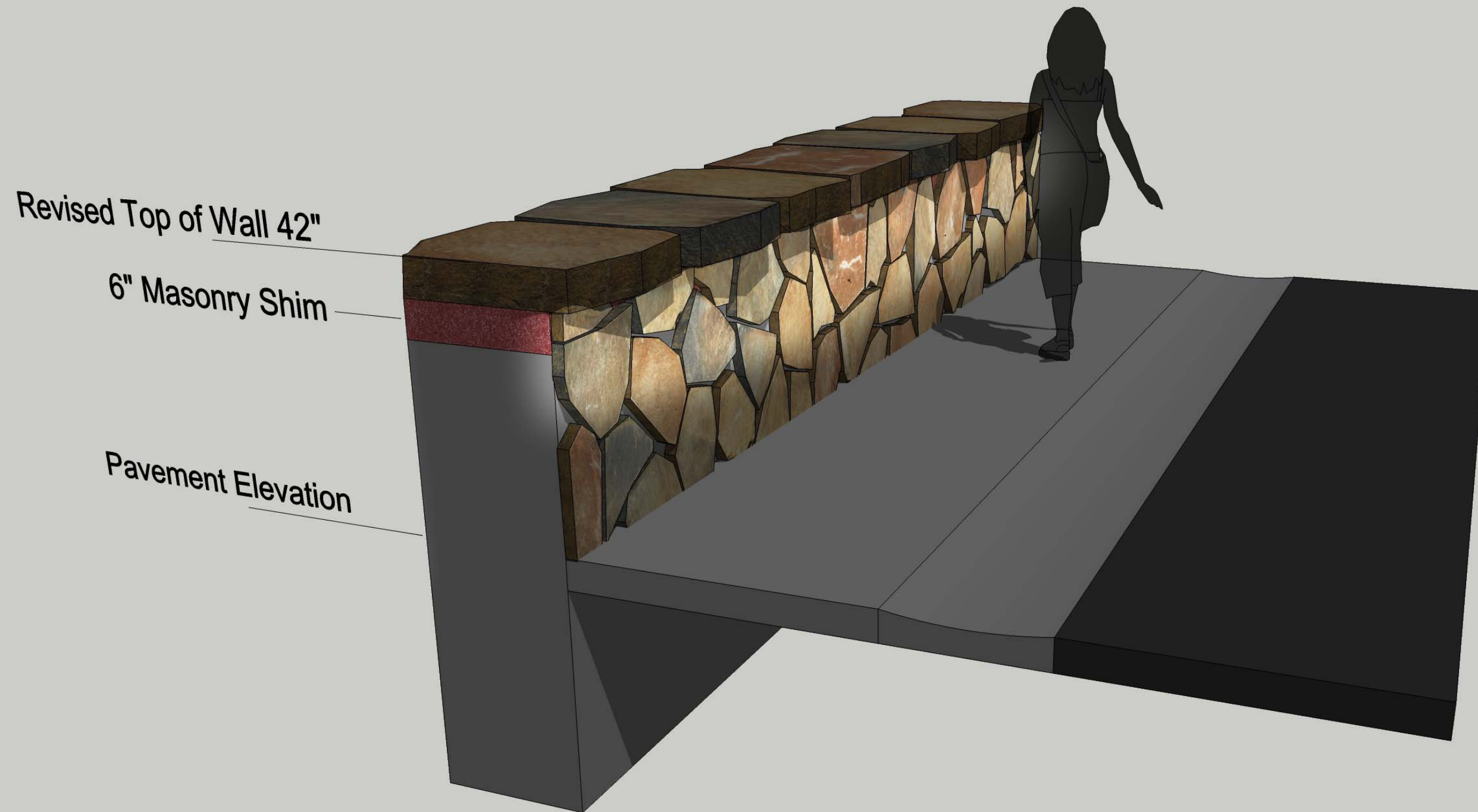
Deer Valley Improvements Description	Estimate			
	Unit	Qty	Cost	Total
Snow Park Lodge Parking Lot				
Pedestrian Lighting (BNA Consideration)	EA	17	\$ 4,000.00	\$ 68,000.00
Pavement Restoration (Qty Unknown)	SF	0	\$ 5.00	\$ -
*Does not include regrading and drainage Improvements				
Snow Park Lodge Parking Total=				\$ 68,000.00

Deer Valley Entrance Feature				
Monolithic Log	LS	1	\$ 50,000.00	\$ 50,000.00
Deer Valley Archway Total=				\$ 50,000.00

Entrance Sign and Frame (Removed from Phase 2)				
Frame Structure	EA	0	\$ 10,000.00	\$ -
Screen	EA	0	\$ 2,000.00	\$ -
Communicaitons Connection (Software)	EA	0	\$ 1,200.00	\$ -
Entrance Sign=				\$ -

Deer Valley Parking Landscaping Improvement Quantities

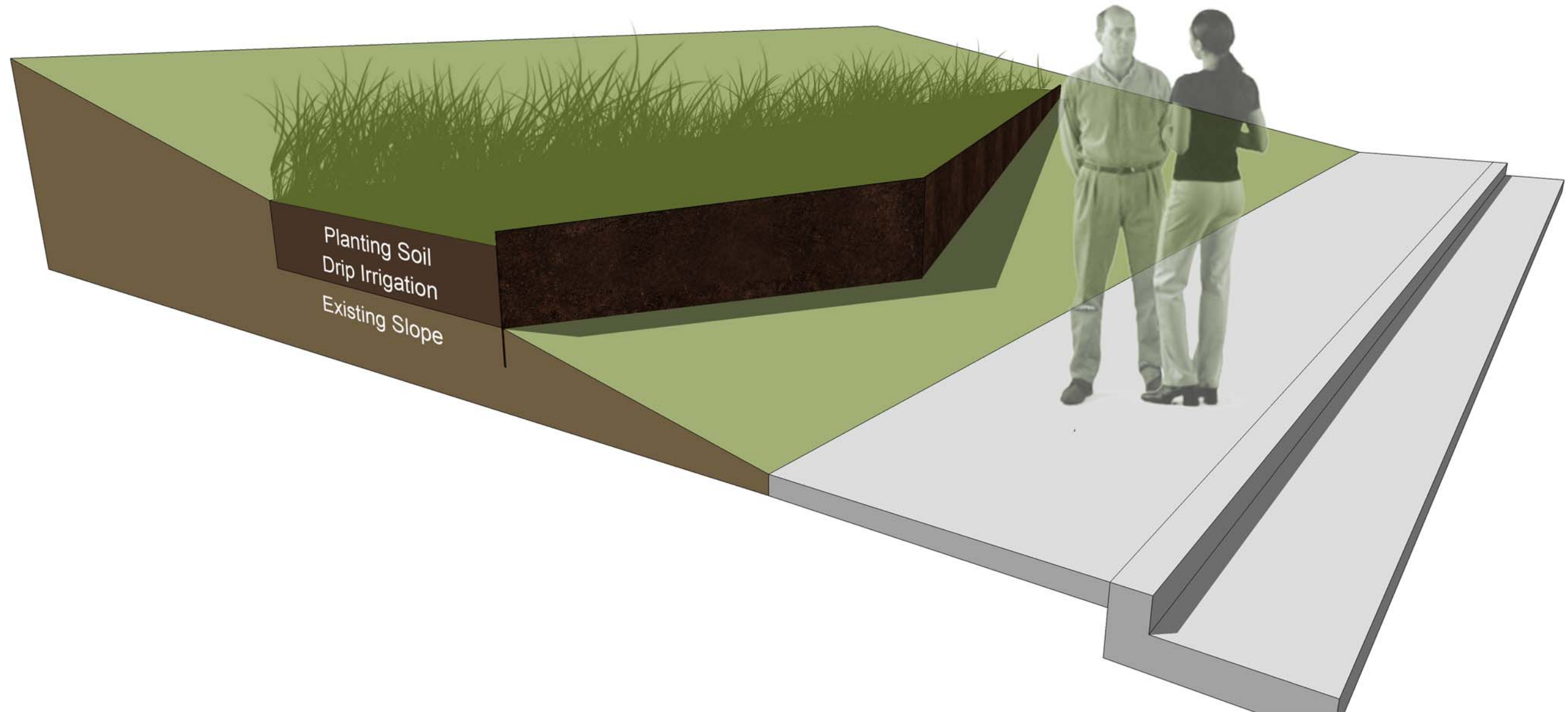
Deer Valley Landscaping Description	Estimate			
	Unit	Qty	Cost	Total
Snow Park Lodge Parking Area				
Coniferious Tree	EA	15	\$ 400.00	\$6,000.00
Decidious Tree	EA	47	\$ 400.00	\$18,800.00
Shrub	EA	50	\$ 70.00	\$3,500.00
Natural Vegetation	SF	10000	\$ 1.00	\$10,000.00
Irrigation (Hand Watering)	SF	1	\$ 750.00	\$750.00
Miscellaneous Landscaping Restoration	EA	1	\$ 1,500.00	\$1,500.00
Deer Valley Drive Median Plantings=				\$40,550.00





Park City.
Street Scape | Resort Entrance Feature

7th April 2014



Park City.
Landscape Concept | Section at Steel Planter

17th January 2014





**Park City Council Work Session Minutes
Summit County, Utah
SEPTEMBER 26, 2013**

Work Session

Council questions and comments and Manager's Report

Council member Matsumoto

Attended the Chamber Board Meeting stating they had a speaker from Prosperity 20/20 a program to increase education in Utah. They stated that education is economic development. They also reviewed the summer's great events.

Council member Beerman

Congrats to Lisa, ReNae and Myles for scrambling to put together such a great City Tour. Stated he attended multiple fundraising events over the weekend to include: The Overall Ball was outstanding with a lot of great costumes, The Tour de Suds, again lots of great fun and turnout and lastly "Walk a Mile in Her Shoes" which takes the cake for the best costumes. Inquired about a letter Council received regarding farm animal pets. Building Official Root stated that the way the ordinance reads we currently use the county ordinance for our animal control. Council directed staff to look into the matter.

Council member Simpson

Thanked all the leadership staff for a stellar City Tour. Staff did an awesome job getting the tour together at such short notice.

Council member Butwinski

Echoed Council member Simpson's feelings about City Tour, ReNae & Myles are amazing. Discussed some of the ideas they learned on City Tour such as: citizen engagement, and complacency is a death sentence. Stated the first quarter report on Utah Sales tax is up 13.5%. He announced that he is officially on the Board of the Utah League of Cities and Towns. Council member Butwinski also attended an ice pigging demonstration and found it amazing. He stated Planning Commission was very exciting, they discussed the library and felt we were on the right path. He also stated the highlight of his career was performing a wedding as Mayor Pro Tem.

Council member Peek

Also attended an ice pigging demonstration on Park Ave, stating it was a fascinating procedure. The samples taken from the water line went from a tan color to black back to tan and then clear. Felt it will be interesting to see what the analysis shows compared to the cost effectiveness of the procedure.

Mayor Dana Williams

Stated thoughts and prayers are with the former mayor Hal Taylor's family for their loss. Also reminded everyone the 9-11 memorial rock that will be placed at Fort Douglas to honor the Fallen Warriors will be touring through Park City on Saturday September 28, 2013.

Manager's report

There was not a manager's report this week. City Manager Foster did request a council liaison for the General Plan Task Force. Council member Butwinski was nominated and Council concurred.

Deer Valley Drive Phase II

City Engineer Cassel addressed the Council about Deer Valley Drive Phase II. Cassel stated that while working through phase I of the Deer Valley Drive project staff identified other projects for the corridor such as an entrance sign, an overhead archway, lighting, landscaping and bus stop amenities that were suggested by the 2003 Neighborhood Request for Elevated Levels of Service process. Staff has taken this information and created a phase II plan. The focus of this work session is to align the project with Council's goals and would seek direction on this project.

Council member Matsumoto inquired why it has taken so long to get the project completed, the RELS was in 2003. Cassel stated that the project has been in the works and has been tied up with federal funding allocations.

Council member Simpson suggested staff reevaluate the RELS from 2003 and make sure the current needs align with the suggested needs.

Council member Beerman stated that he also feels we should have a new meeting with the neighborhood to see if they have updated priorities. Cassel stated that staff would coordinate with the residents in the Deer Valley Drive neighborhood.

Council member Peek inquired about the burnt out house on the BLM property. Cassel stated that the Building and Planning department are working on that project. Building Official Root stated staff will tour the home in the coming weeks and will be in the mediation phase to clarify the historic state of this house.

Mayor Williams inquired about the continuation of building a relationship with Deer Valley as an economic development partner. Stated there was an interview last week that talked about a publically financed gondola. City Manager Foster stated that per Council direction staff is working with Deer Valley talking about the gondola, staff stated they would process the leg work before we inquire about federal funding.

Council member Butwinski inquired about the bridge façade that is mentioned in the staff report, Cassel stated the culvert's façade is coming apart and needs repair. Also, inquired about the project costs outlined in the staff report.

Council member Matsumoto requested additional information about the conduit being installed stating that in an earlier project staff recommended not installing conduit and she wanted clarification regarding the differences between the two projects. Staff stated that normally putting in the conduit is not a wise investment, the conduit installed on other projects has not been utilized and the utility companies put an expiration on the conduit for their use. In this situation working with Rocky Mountain Power to move the substation staff felt it was important to own the conduit and ultimately be responsible. Matsumoto also inquired about other options we have for conduit as it relates to outside utilities and cost. City Manager Foster stated that staff is looking at a more robust solution and will bring a staff report to Council in November.

Council member Simpson inquired about the arch/bridge that was referenced in the packet. City Engineer Cassel stated that it a proposed entry archway only with a cross walk beneath.

Council member Peek inquired about the project costs regarding which entity pays for what. Cassel stated that there has not been a final agreement made as to project costs. Staff stated this is just a preliminary concept plan and once the details are worked out staff will bring a finalized plan with finalized project costs to Council for approval.

Council member Beerman inquired about putting junction boxes in for potential lighting. Cassel stated that when the phase is complete the need for future lights will be nonexistent but the power will be run and can be tied into. Beerman also stated he would be in favor of a bus shelter and the electronic sign.

Multiple discussions continued about the electronic sign, technology and current sign ordinance.

Mayor stated that staff needs to have a neighborhood meeting, and would like to look into the age of the neighborhood as to the distance of stops for the bus.

Staff was directed to have a new meeting and will continue with the goals set forth.



**Park City Council Meeting Minutes
Summit County, Utah
SEPTEMBER 26, 2013**

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6 p.m. at the Marsac Municipal Building on Thursday, September 26, 2013. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Liza Simpson and Dick Peek. Staff present were Diane Foster, City Manager; Mark Harrington, City Attorney; Park City Police Department; Matt Cassel, City Engineer, Sharon Bauman, Senior Recorder and Elections Official; Kayla Sintz, Current Planning Manager; Francisco Astorga, Planner; Chad Root, Chief Building Official; Phyllis Robinson, Communications and Public Affairs Manager; Matt Dias, Assistant City Manager; Marci Heil, City Recorder; Jody Morrison, Assistant City Recorder

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

There were no communications or disclosures made from Council or Staff.

III PUBLIC INPUT (*Any matter of City business not scheduled on the agenda*)

No public input was given.

IV MINUTES OF MEETING OF AUGUST 15, 2013, SEPTEMBER 5, 2013 and SEPTEMBER 12, 2013

**Council member Butwinski moved to approve the minutes for August 15, 2013, September 5, 2013 and September 12, 2013 with the corrections that have been given to recorder
Council member Beerman seconded**

Approved unanimously on August 15, 2013 and September 5, 2013 minutes

**Motion carried on September 12, 2013 minutes
Council member Beerman-aye
Council member Matsumoto-aye
Council member Butwinski-aye
Council member Peek-aye
Council member Simpson-abstain**

APPOINTMENTS AND RESIGNATIONS

1. Consideration of appointments of Hope Melville and Clayton Vance to the Historic Preservation Board to fill existing terms: July, 2012 – May, 2015 and July, 2011 – May, 2014 respectively.

Council member Peek moved to approve the appointments of Hope Melville and Clayton Vance to the Historic Preservation Board to fill existing terms: July, 2012-May, 2015 and July, 2011- May, 2014 respectively.
Council member Simpson seconded
Approved unanimously

CONSENT AGENDA

1. Consideration of a Resolution proclaiming the month of October as Domestic Violence Awareness Month in Park City, Utah

Jane Patton, Peace House wanted to announce October 1st is the beginning of Domestic Violence Month. She invited the Mayor and Council to the candle light vigil being held on October 1st at 5:45 at the top of Main Street to honor those who have lost their lives and those who have survived.

2. Consideration of payment of claims for water damages at 2164 Little Bessie Drive in the amount of \$25,151.86
3. Consideration of amendment to Convention Licensing resolution reference

Council member Beerman moved to approved items 1-3 on the consent agenda
Council member Butwinski seconded
Approve unanimously

VII OLD BUSINESS

1. Consideration of an Ordinance approving the public improvements for the Echo Spur Subdivision

City Engineer Cassel approached the Council regarding the public improvements of the Echo Spur subdivision, stating this this item is a continuation from the May 2, 2013 meeting.

Council member Butwinski inquired of City Attorney Harrington if we could exclude the maintenance of the retaining wall, Harrington stated that Council would need to accept the entire improvements or renegotiate. Butwinski stated that the wall that is in place is not what Council had originally approved; Cassel reiterated what he had stated in his staff report that due to the changes in the field the wall was modified. Council member Butwinski stated he understood that things change in the field but feels this is a substantially different wall and is very upset about the fact that the City has to accept something that was not approved.

Council member Matsumoto inquired of Cassel if he has gone out and checked the integrity of the retaining wall. Cassel stated that he did check the wall out and said it is still in good shape.

Mayor Williams opened the public hearing.

Mary Winzter, resident, concurred with Council members Butwinski & Matsumoto, the wall has failed and the road has failed and was built to the barest of Park City's standards. As a tax payer she feels it has been a bad situation from the beginning and sees no quality put forth throughout the project. She is concerned as a citizen that Council would be accepting that burden.

No further comments, Mayor Williams closed the public hearing.

Council member Beerman inquired of staff what advantages or obligations would the City have to accept the road. Cassel stated one main concern is the fire turn around, it is also a very visible drive and staff wanted to enforce the no parking and the management of the street to Park City's standards

Council member Peek inquired if the City would have to vacate the right of way if it was a private street. Cassel stated that the City would maintain a public right of way if it was a private drive.

Council member Butwinski inquired about posting no parking signs so that the City can enforce the laws. Cassel stated that it has just been chained off up to this point and will continue to be until further time when no parking signs were needed. Butwinski stated that he feels if the City has to take responsibility for this road they should be able to enforce the no parking on the street.

Council member Matsumoto felt that when the item was first brought to Council there would be loftier goals other than just enforcing parking. Felt there is no compelling reason to move forward.

City Attorney Harrington addressed the concerns of Council stating that there were two different issues. One, should there still be a public right of way or not and two, should you accept dedication built to public standards.

Council member Butwinski reiterated his distress about accepting that wall in that condition.

Cassel addressed Council member Butwinski's concerns regarding the two tier rendition that was part of the original approval stating that the wall had to be altered due to a service line that caused unevenness in the wall and had to be pulled.

Council member Simpson stated that she has struggled with this project due to her proximity; however, she really hates the idea of one more private road in town. She is upset with the results but would like to have the control to maintain and keep it in good repair within the City.

Council member Simpson moved to approve the Ordinance accepting the public improvements for the Echo Spur Subdivision

**Council member Matsumoto seconded
Approved unanimously**

2. Consideration of an Ordinance renaming the section of McHenry Avenue extending from Rossi Hill Drive north to the name of Echo Spur Court, Park City, Utah

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

Council member Simpson inquired of staff if we could just call it Echo Spur.

Council member Peek stated his concern with calling it something it's not where as the old railroad grade was named Echo Spur and was historic.

Discussion ensued around other name changes.

**Council member Simpson moved to approve the Ordinance renaming the section
of McHenry Avenue to Echo Spur
Council member Matsumoto seconded
Approve unanimously**

3. Consideration of an Ordinance approving the Plat Amendment Extension of the 573 Main Street Plat Amendment located at 573 Main Street, Park City, Utah

City Planner Astorga stated this item is a continuation from the September 12, 2013 Council meeting. Since that date staff has reviewed the plat extension and staff still finds that there have been no changes. As per Council's request staff had invited Building Official Root to weigh in on this amendment. Root is also available for questions. Astorga reiterated the issue the applicant is having regarding removal of the parking lot. Astorga stated that the Planning, Building and Engineering departments got together and outlined staff's recommendation for the project stating that the issue that staff recognized through the contaminated soil's ordinance, that once the parking lot is removed it would need to be capped. Staff suggested that the property owner file a bond with the City that if the parking lot is not removed by May 31st the City would use that bond to remove the parking lot.

Mayor inquired about the requirements that were suggested by Council during the Sept 12, 2013 Council meeting stating he felt the suggestions of Council were not reflected in the current ordinance.

Council member Matsumoto stated that she remembered that the parking lot was suggested to be removed by December 31, 2013; however, if it is a safety issue she would be ok with locking the parking lot up after December 31, 2013 until landscaping can be completed as long as the staging issue be resolved.

Building Official Root stated staff recommended the parking lot be cleared of all debris and equipment. Then as of December 1, 2013 the lot would be locked off and there would be no access until spring when they could remove the parking lot.

Council member Simpson apologized for missing the last Council meeting. She then inquired why staff has approved multiple building permits without a full set of plans as per the Land Use Management Code.

Building Official Root stated that staff has eliminated the temporary certification of occupancy for the purpose of eliminating problems like this when owners would fix them up enough for Sundance so people could come in and pull permits for 10 days and then walk away. From here on out it will be a full Certificate of Occupancy which should eradicate this issue in the future.

Council member Simpson inquired the amount of the landscape bond. Building Official Root stated the amount has not been determined but would include the removal of the parking lot, six inch soil cap, landscape plan, vegetation and the emergency egress.

Council member Beerman inquired of the intent of the applicant.

Applicant's Attorney Joe Wrona stated that his recollection from the last meeting was that he offered to have the parking lot torn out by December 31, 2013. Now the professional City staff has come back and stated that it would be better to wait until spring. His client wants to get this project completed as well. The intentions are to plat before the New Year.

Billy Reed, contractor, stated that the full Certificate of Occupancy is intended for December. As soon as they have direction they can take care of the parking lot issue.

Council member Beerman stated that he understands the practical need to keep the asphalt in place but also understands if he the applicant wants to plat and get the CO then the parking lot needs to be removed first. Beerman inquired of staff if the applicant could they tarp the parking lot. Planner Astorga stated that they could do that but the concern would be the run off.

Council member Peek stated that we need to determine if the risk is run-off or seepage, a geo technical engineer could design a mitigation plan put in a cap, seed it and put in landscape rocks instead of the fence

Council member Simpson stated that if their intention is to get a C&O by end of year why they would need until June 2014 for the extension.

Mayor Williams stated he loved Council member Peek's idea of the cap with the landscape rocks instead of the fence. Williams did express concern setting a date of May 31, 2013 for the land scape bond in case of a long winter.

Council member Simpson stated that part of the problem with this property is the negative impacts on Park Avenue. City Attorney Harrington stated that the impacts have been related to the parking lot and the use of the rear access so if the lot is removed it would mitigate those impacts.

Mayor inquired if Council was comfortable with a landscape bond if the parking lot being removed by December, the cap in place and rocks to prohibit the use of the lot. Root stated that the bond would not be released until 80% germination was succeeded.

Mayor Williams opened the public hearing.

Joe Tesch, attorney for the neighbors, stated that the neighbors appreciate everything the Council has done tonight in working to understand the neighbors. He would caution the Council to be careful in adopting an ordinance with loose holes. Tesch suggested an alternate number 6, first discussed the additions of 87, 88, 89 to the findings of facts by staff stating. He would suggest that Council allow the contractor to either landscape or cover the lot by December 1, 2013. He stated he would like to see boulder barriers on the Park Avenue side to make it impassible by vehicle traffic. Stated that was against the idea that you could put up a bond to get the plat approved. The City could be left in litigation for years to complete this project. Spoke to the building permits that have been pulled prior to the plat.

Mayor Williams inquired if there were two issues about the restoration of the building and the plat amendment to join the lots. City Attorney Harrington stated that yes there were two issues and tonight's discussion is about the plat amendment.

Council member Simpson inquired about condition of approval #6 to read to the first word vehicles and add access. Remove the rest of #6.

John Plunkett, neighbor, thanked the staff and Council for working together tonight to get the extension approved. He then reiterated the neighbors' concerns in utilizing the emergency exits as daily entrances and feels there is an enforcement issue that should not deal with fences.

Mayor Williams closed the public hearing.

Mayor Williams took a break and directed staff to go to the legal conference room and make the amendments that Council agreed upon during this meeting so they could approve the ordinance tonight.

After a break, staff returned with a finalized version of the ordinance with the incorporated changes including the removal of the parking lot by December 1, 2013 and recording the plat with the County by January 15, 2014.

Council member Simpson moved to approve the amended Ordinance
Council member Peek seconded
Approved unanimously

VIII NEW BUSINESS

1. Consideration of an Ordinance approving the Plat Amendment located at 2519 Lucky John Drive, Park City, Utah

Mayor Williams opened the public hearing. No comment. Public Hearing closed.

Staff requested this item be continued to a date uncertain.

**Council member Simpson moved to continue to a date uncertain.
Council member Peek seconded
Approved unanimously**

With no further business the meeting was adjourned.

The meeting for which these minutes were prepared was noticed by posting at least 24 hours in advance and by delivery to the news media two days prior to the meeting.

Prepared by Marci Heil, City Recorder.



Marci S. Heil, City Recorder



Deer Valley Peak Day Protocol

Pre-Ski Day Protocol

Action: Check skier estimate

- **Detail:** Call Victoria to get most recent estimate on skier visit
- **Responsible Party:** Park City Transportation Manager
- **Schedule:** Minimum of 2 days before peak ski day or weekend

Action: City VMS Boards

- **Detail:** Deploy Portable City owned VMS Boards and activate with "Take Transit Carpool to Resorts."
- **Responsible Party:** Park City Transportation Manager Activate/ Streets Deploy
- **Schedule:** Minimum of 1 day

Action: UDOT VMS Boards

- **Detail:** Pre-message on peak days but not average weekend
- **Responsible Party:** Park City Transportation Planning
- **Schedule:** Minimum of 2 days

Day of Protocol

Action: Pedestrian snow removal

- **Detail:** Clear sidewalks south of lot 5 in designated overflow zone
- **Responsible Party:** Deer Valley
- **Schedule:** Day of

Action: Bagging of Signs

- **Detail:** Deer Valley to notify dispatch and bag signs when they go into overflow
- **Responsible Party:** Deer Valley
- **Schedule:** At time of overflow

Action: Overflow Monitoring

- **Detail:** Dispatch to log and verify overflow days
- **Responsible Party:** Park City Police Department
- **Schedule:** At time of overflow

Action: SR 224 Southbound VMS

- **Detail:** Activate to notify Deer Valley lot full
- **Responsible Party:** Park City Transportation Manager
- **Schedule:** At time of overflow

Deer Valley Peak Day Protocol

Action: UDOT Traffic Operations Center and PC Traffic Command Center

- **Detail:** Contact TOC and TCC and notify of PM peak egress
- **Responsible Party:** Park City Transportation Manager
- **Schedule:** At time of overflow and no later than 3PM

Action: Social Media

- **Detail:** Post on social media that resort lot is full and "Take Transit"
- **Responsible Party:** Park City Community Engagement/Transit Outreach
- **Schedule:** At time of overflow

Post Peak Day

Action: Overflow documentation

- **Detail:** Park City Police Department to verify overflow status following day
- **Responsible Party:** Park City Police
- **Schedule:** Day after

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Staff Report

Agenda Section:

Subject:

5:45 p.m. - Break

Suggested Action:

Attachments:

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Ken Fisher

Submitting Department: Recreation

Item Type: Resolution

Agenda Section:

Subject:

Consideration to Approve Resolution 26-2019, a Resolution Acknowledging Karen Yocum's Retirement from Park City Municipal Corporation and Recognizing her Many Contributions in Providing Service to Park City
(A) Public Input (B) Action

Suggested Action:

Attachments:

[Karen Yocum Retirement Staff Report and Resolution](#)



City Council Staff Report

Subject: Karen Yocum Retirement
Author: Ken Fisher, Recreation Manager
Department: Golf, Recreation, Ice & Library
Date: December 19, 2019
Type of Item: Administrative

Summary Recommendation

Enact the resolution for the retirement of Karen Yocum after more than 30 years of work with Park City Municipal Corporation in the Recreation Department.

Background

Recreation Staff would like to inform City Council of the retirement of Karen Yocum as of January 2, 2020. Hired on July 31, 1988 Karen has organized, managed and participated in just about every recreational activity the department has ever offered. Karen was the second full-time Recreation Coordinator the City ever had.

Karen has been a mentor and a role model for many team members over the years. She is an athlete and fierce competitor that played adult softball for many years, played in the men's basketball league as the only female, competed in the women's golf league and most recently began playing league tennis.

Over the years Karen has embodied what it means to be a recreation professional. She has remained passionate about the work and has had the ability to reinvent herself over the years. Most recently she has started a very successful fishing & archery program for the department. As Karen's passion has evolved over the years from team sports to outdoor pursuits she has been able to incorporate that into her profession.

Karen's work as the Cemetery Sexton is also of note as she has done exceptional work updating and improving the record keeping, adding the memorial walls and overall oversight of the cemetery.

Prior to the 2002 Olympic Karen earned her Commercial Driver's License (CDL), allowing her to assist the Transit department by driving a City bus during the Games. She loved driving the bus and continued to do so during Sundance for many years.

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

Department Review

Legal, Recreation & Library and Executive

Attachments

A Karen Yocum Retirement Resolution

RESOLUTION ACKNOWLEDGING KAREN YOCUM'S RETIREMENT FROM PARK CITY MUNICIPAL CORPORATION AND RECOGNIZING HER MANY CONTRIBUTIONS IN PROVIDING SERVICE TO PARK CITY

WHEREAS, it is with great reluctance that the City accepts Karen Yocum's resignation after 30 years of extraordinary full-time service; and

WHEREAS, Karen Yocum since 1988 has developed and managed recreation programs, leagues, camps and classes for the community, determining when, how and where people will recreate, performed skilled staff management skilled administrative support, project management and complex duties with the recreation department, recreation facilities and programming; and

WHEREAS, she worked in a variety of roles and services as a Recreation Coordinator, Recreation Supervisor and Cemetery Sexton; working diligently in her daily duties, striving for excellence, with high standards; and

WHEREAS, she excelled in program development, program oversight and program implementation, cemetery management & record keeping, staff management acting as a mentor & role model to many; and

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

PASSED AND ADOPTED this 19th day of December, 2019

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Michelle Downard

Submitting Department: Building

Item Type: Staff Report

Agenda Section:

Subject:

Community Development Process Improvements Update

Suggested Action:

Attachments:

[Community Development Process Improvements Staff Report](#)

City Council Staff Communication Report

Subject: Community Development Process Improvements Update
Author: Bruce Erickson, Planning Director
Hannah Tyler, Senior Planner
Dave Thacker, Chief Building Official
Michelle Downard, Resident Advocate
Department: Building and Planning Department
Date: December 19, 2019
Type of Item: Informational

The Community Development Department (CDD) continues to work with great effort to improve customer service and customer satisfaction. Staff is diligently working to streamline various permitting processes, as well as provide accurate information early and upfront before processes begin. See [November 21, 2019 Staff Communication Report](#) for additional information on prior efforts. This list of improvements is an ongoing work plan. Completed tasks have been removed and future tasks have been added. Staff believes this work will directly benefit property owners, contractors and City staff, while at the same time protecting the built environment, historic integrity, and community compatibility.

Current Administrative Improvements:

- **Fee Calculations-** Applicants can view the equation that generates permit fees, increasing transparency.
- **Certificate of Occupancy Policy-** When a structure is safe to occupy but not eligible for a full certificate of occupancy (example -incomplete landscaping), a temporary certificate will be considered at the discretion of the Building Official. This is a significant customer service enhancement.
- **Additional Communication Opportunities-** Optional onsite pre-construction and pre-final inspection meetings with contractors/homeowners and staff.
- **Customer Service Survey** - Additional promotion of the survey underway
- **Plan Review Status-** Improved communication of applications status
- **Application of amended Historic District Guidelines-** Staff will apply the amended standards ([adopted May 2, 2019](#)) for windows and door glazing and siding materials for new construction.

Upcoming Administrative Improvements:

- **Online Permit Fee Calculator-** Applicants can input values to forecast permit fees
- **Final and 4-Way Inspection Checklist-** Informational checklists
- **Permit Submittal Requirements-** Clear explanations of required documents
- **Software Refinements-** Additional modifications to increase customer intuitiveness
- **Concurrent Processing-** Maximize concurrent permit processing
- **Training Classes and Conversations-** Bi-annual training classes for applicants and public starting March 2020

- **Website Development-** Refine Building Department website
- **Same Day Permits-** Staff is researching the possibility of issuing small building permits over the counter.
- **Landscape Requirements Policy-** Clarified policy regarding landscaping requirements
- **Limits of Disturbance (LOD) Policy-** Clarified policy outlining when an LOD fence is required
- **Landscaping, Hot Tub and Flatwork Permits-** Clarified policy requiring landscaping permits only when related to construction on a building or structure and not requiring hot tub placement permits or flatwork permits. Enforcement cases may increase for work done inconsistent with the adopted regulations.
- **Owner Associations-** Staff is conducting outreach with owners associations regarding simplifying the owner's association (HOA's) registration and notification processes. HOA responses have been received in support and opposition. As conversations progress, staff may return to Council for additional discussion.
- **Historic District Stakeholder Meeting-** The permitting task force identified several topics (such as lifting vs panelizing structures) which are important to discuss with other stakeholders such as the Historic Preservation Board and Historical Society.

Upcoming Legislative Improvements:

- **Solar Energy Systems-** Staff will bring forward a code amendment discussion regarding Park City Land Management Code 15-5-5 (G) (3) (b) (iii) requirement for solar energy systems to be located one foot from the eave ("drip edge") of the roof.
- **Historic District Material Deconstruction-** Staff will bring forward a discussion regarding the possibility of administrative review (vs Historic Preservation Board) for Material Deconstruction for specified scopes within the Historic District.
- **Historic District Guideline Refinements-** Revise the introduction to add clarity and better articulate the purpose statement. Addition of illustrations and examples.
- **Historic District Design Guidelines Driveway Requirements-** Staff will bring forward a discussion regarding maximum driveway requirements.
- **Historic District Parking Requirements-** Staff will draft a policy for parking requirements and the criteria.
- **Historic District Grant Program-** Staff will be asking for direction during an upcoming joint Historic Preservation Board and City Council Meeting.

Staff is excited to have identified this thorough work plan which will result in improvements. Staff also appreciates the community's patience with implementation. Communication is being prioritized through fliers, website updates, emails, newsletters and Park City Homebuilder events.

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Rhoda Stauffer

Submitting Department: Community Development

Item Type: HA

Agenda Section:

Subject:

Park City Heights Annual Update

Suggested Action:

Attachments:

[Park City Heights Affordable Housing Update](#)



City Council Staff Communications Report

Subject: Park City Heights Annual Update
Author: Rhoda J. Stauffer, Affordable Housing Program
Department: CDD-Affordable Housing Program
Date: December 19, 2019

As part of the Park City Heights development agreement, staff provides an annual update on the progress of the addition of seventy-nine (79) affordable/ attainable homes at Park City Heights.

The Park City Heights Master Planned Development was approved for 239 residential units, of which, 79 will be deed restricted for affordability and 160 are market rate units. The affordable units fall into three categories:

1. Transferred IHC Units: 44.78 Affordable Unit Equivalents (AUEs) are in fulfillment of the affordable housing obligation associated with IHC/Burbs Annexation and governed by Housing Resolution 17-99. These AUEs are fulfilled with the construction of 28 Park Townhomes.
2. Park City Heights CT Zone: The MPD is within a CT Zone that triggers an affordable unit requirement of 20% of residential units. This comes to 16 units also governed by Housing Resolution 17-99. Construction of 16 larger Cottage Homes are planned to fulfill this requirement.
3. Additional City Affordable/Attainable: One of the expressed public purposes for the City's participation in this development was to ensure additional affordable housing, over and above any code required obligation, is added to the community's housing inventory. The 35 Park Homes are a result of the City's involvement, and governed by Housing Resolution 20-07.

The Applicant began construction in 2016 and, to date, 53 deed restricted homes have been completed and sold to qualified households: twenty (20) Park Town Homes, thirty two (32) Park Homes, and one (1) Cottage home, which puts the applicant ahead of their compliance schedule.

Eight (8) additional Park Town Homes are under contract to qualified buyers and likely to receive Certificates of Occupancy in the next 30 days. Three (3) Park Homes and three (3) Cottages are also on track to be completed in early 2020. Compliance with the Housing Mitigation Plan ([attached here](#)) requires completion of these 14 units by the end of 2020. The last eleven (11) cottages must be completed by 2025.

Overall, the neighborhood is already a lively, active and economically diverse community offering a variety of housing by type and price. The affordable and

attainable units are owned by teachers, hospital employees, local government employees, former Olympians, non-profit employees, and resort employees to name a few. Household makeup varies as well, including all ages of children, young adults and older adults. All units permitted or completed to date remain approved in the Mitigation Plan and no adjustments have been made to bedroom count, home type or price. Details of completions to date:

Park City Heights Affordable/Attainable Units				Actual completions as compared to agreement
Year	Completed	Annual Subtotal	Total	
2016	4 Park Townhomes & 6 Park Homes	10	10	+2
2017	4 Park Townhomes	4	14	-2
2018	6 Park Homes	6	20	-4
2019	12 Park Townhomes, 20 Park Homes and 1 Cottage	33	53	+21

Conclusion: After a slow start and several years in the red, Ivory Homes is now ahead of schedule in meeting the commitments in the Park City Heights Affordable Housing Mitigation Plan Agreement.

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Michelle Kellogg

Submitting Department: Executive

Item Type: Minutes

Agenda Section:

Subject:

Consideration to Approve the City Council Meeting Minutes from November 21, 2019 and December 5, 2019

Suggested Action:

Attachments:

[November 21, 2019 Minutes](#)

[December 5, 2019 Minutes](#)



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

November 21, 2019

The Council of Park City, Summit County, Utah, met in open meeting on November 21, 2019, at 4:00 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property and litigation at 4:00 p.m. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek and Worel

EXCUSED: Council Member Joyce

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting at 4:45 p.m. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek and Worel

EXCUSED: Council Member Joyce

STUDY SESSION

Park City Vision 2020 Study Session:

David Buerle reviewed the summit from last night and indicated there were about 200 people who attended. He posed six questions to those in attendance and two questions stood out. There was strong support for finding regional solutions and the necessity for deep community engagement to achieve the preferred future for Park City. Council Member Gerber asked for the context of “deeper community engagement” and noted the extensive community engagement at present. Buerle indicated he perceived the question as something that would be necessary in the future. Council Member Henney asserted there was strong consensus on the preferred future of the City and the need to move forward among those that were participating in the workshops and at the summit. Council Member Ware Peek heard that people wanted solutions. She stated she was asked if the survey questions were leading. Buerle stated the think tank was built from community interest, the scenarios were built by people in the community, and the

1 expected and preferred futures were developed from individual responses, which was
2 all good and very defensible.
3

4 Council Member Gerber heard from some survey responders that they were worried
5 about the cost. She wanted to focus on the solutions first. Buerle stated there was a
6 lack of simple or easy solutions. They were at the point where thought needed to be
7 given on how to effect change. That could require digging deeper and doing more
8 research. He wanted to keep the focus groups involved in that process. Council
9 Member Gerber stated the businesses were operating with the assumption that tourists
10 were a benefit. She thought the residents should be asked what it was about tourism
11 that they didn't like, i.e. crowded trails, Main Street was blocked off, etc. This would be a
12 factor in narrowing the focus. Buerle indicated that information had already been
13 collected. Council Member Henney stated the City had more control over some issues
14 than others. Tourism was an issue where government had little control. Mayor Beerman
15 asserted communities in Colorado were having sustainable tourism. If the public got
16 angry enough, drastic measures could be taken. Council Member Henney stated those
17 Colorado communities were reactionary, and he didn't want that for this community.
18 Council Member Gerber stated ads for Miners Day were in the Salt Lake Tribune, so
19 there were other steps that could be taken before drastic measures were needed.
20

21 Council Member Elect Max Doilney stated Park City could only serve a certain number
22 of people without changing, and asked if the community wanted bold change or radical
23 change because those were two different options. He felt Park City could stay the same
24 while embracing bold change. Mayor Beerman asked if Buerle could propose solutions
25 with the associated consequences to determine if the community in reality wanted bold
26 to radical change. Buerle indicated he could do that and it would be interesting to see
27 how the strategic pillars interacted together. Council Member Worel asked when the
28 General Plan would be updated after the vision process was completed. Mayor
29 Beerman indicated it took six years after the last visioning process before the General
30 Plan was updated. He thought that would be a future work session discussion. He
31 asked if Buerle could determine the aspirational appetite versus the reality appetite. He
32 also requested a forum focusing just on the sustainable tourism strategic pillar.
33
34

35 WORK SESSION

36 **Discuss Leasing City-Owned property at Quinn's Junction to Mountain Trails** 37 **Foundation and Summit Land Conservancy:**

38 Jonathan Weidenhamer, Economic Development Manager, Cheryl Fox, Summit Lands
39 Conservancy, Jack Thomas, architect, and Charlie Sturgis, Mountain Trails Foundation,
40 were present for this item. Weidenhamer stated Mountain Trails would build, own and
41 maintain the building and the City would lease the land to them. Thomas felt this
42 location was perfect for the building, which would include office space and a social area.
43

1 Weidenhamer reviewed that the City would waive some fees and would want a right of
2 first refusal if the building were sold. The City would pay for landscaping and snow
3 removal as well. Charlie Sturgis felt this partnership would benefit all the entities. Fox
4 thanked staff for working with them on this project. She hoped to move forward with a
5 clear understanding of what the Council liked.

6
7 Council Member Gerber asked if this was sufficient space for future growth. Sturgis
8 indicated the most important thing was to keep the space manageable. Expanding was
9 expensive, but it could be considered. Fox stated they didn't want to overbuild, but they
10 also needed to estimate for growth in their organizations. She felt the current layout was
11 satisfactory.

12
13 Council Member Henney asked why the cost to maintain the restrooms would be
14 \$22,000 since City staff was already near there maintaining other restrooms.
15 Weidenhamer stated the figures were conservative. Council Member Worel explained
16 that Peoples Health Clinic helped pay for maintenance based on square footage.

17
18 Council Member Ware Peek disclosed she was a Mountain Trails Foundation
19 Ambassador. She hoped Mountain Trails and Summit Land Conservancy could help
20 with cleaning and outdoor maintenance. Sturgis stated they were responsible for the
21 building, but the land was the City's, so the City was responsible for the outside. With
22 regard to the restrooms, they were located in the public social space and he thought
23 public dollars should help maintain it. Thomas stated the restrooms were not needed for
24 the office staff, but for the public. Council Member Ware Peek asked if the City could
25 add on to the public space in the future. Thomas thought this space could be used
26 efficiently to house more people in the future.

27
28 Council Member Gerber asked who would control the programming of the community
29 space. Weidenhamer stated it hadn't been determined yet. Sturgis indicated his team
30 would like to be in control of the programming since it was their building. Council
31 Member Worel was concerned about the City waiving the fees since it had already
32 donated the land for this building. Sturgis stated both these organizations brought a lot
33 to the City. Fox indicated the money saved on the project would be spent on trails and
34 open space.

35
36 Mayor Beerman stated the City was doing this so that it could have a public visitor's
37 center. The project had to have a community benefit in order for the City to donate the
38 land for this project. Sturgis stated business hours would be posted and the building
39 would be open to the public during those times. Mayor Beerman thought rules should be
40 set for other nonprofits to use the facility. He also liked the idea of money saved
41 equaled more money for trails, but the City needed to be fair to all, so there needed to
42 be a discussion on fee sharing.

Council Member Henney thought this was a community space and therefore the City should maintain the public restrooms. Mayor Beerman thought the building needed to be considered a visitor's center. With regard to public art, he asked what other nonprofits were required to do. Weidenhamer stated public art was negotiated depending on the nonprofit.

Council Members Henney, Gerber and Worel preferred having an interior restroom as part of a community space instead of a lockout restroom. Council Member Ware Peek envisioned Nordic skiers coming on the weekends, which would require Mountain Trails staff to come in to open. Sturgis stated this couldn't be everything to everybody, so thresholds had to be set. Council Member Worel read the front desk would be staffed during the day, and asked who would be there. Sturgis stated it would be his staff.

Mayor Beerman stated there was strong support from Council for this project. He suggested Mountain Trails and Summit Land Conservancy make a recommendation on business hours for the facility, what the appropriate threshold was for community events, and cost sharing, and bring it back for approval. Council Member Ware Peek stated she met with staff to work through the details on the cost of maintaining trails, and noted the City was getting a great deal having Mountain Trails as a partner. Council Member Henney noted public restrooms were already in that area, so this facility would meet a different need.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Lynn Ware Peek Council Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	Present
Council Member Steve Joyce	Excused

II) AWARDS AND RECOGNITION

1. Consideration to Adopt Resolution 23-2019, a Resolution Acknowledging Val Chin and Shirley Smith for their Dedication and Many Contributions to the Park City Community:

Former Mayor Dana Williams stated Val Chin and Shirley Smith affected hundreds of lives by facilitating cultural trips for students and others in the community. He expressed appreciation and gave them a plaque as a token of the community's gratitude. Michelle Downard, Resident Advocate, stated she spoke with many in the community, and they couldn't thank Chin and Smith enough.

Mayor Beerman opened the meeting for public input.

Caleb Fine, Treasure Mountain Junior High Principal, stated Chin and Smith had changed many students' lives for good, and he felt this was one of the finest exchange programs in the country.

Dr. Mike Andrews stated he was the first principal to accompany Chin and Smith in 1993, and noted this program would not exist without them. They were the kind of people that made the community what it was. What they did for students could not be expressed. He knew former students who went on to have careers involving China.

Wang Chin from China sent a video message honoring Chin and Smith. He stated it was wonderful working with them on the exchange program.

Val Chin thanked Williams for organizing this award. She stated the exchange took everyone in the City's help to put together, including the City government, museum, schools, Deer Valley Resort, the Sletten family, and more. She reviewed the process that was involved in starting this program.

Mayor Beerman closed the public input portion of the meeting.

Council Member Ware Peek thanked Chin and Smith for creating this program. She asked if the program would continue going forward. Chin stated there were people that were taking over that program.

Council Member Worel moved to adopt Resolution 23-2019, a resolution acknowledging Val Chin and Shirley Smith for their dedication and many contributions to the Park City community. Council Member Gerber seconded the motion

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek and Worel

EXCUSED: Council Member Joyce

III) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Bruce Erickson, Planning Director, introduced John Robertson, the new City Engineer. Robertson stated he was glad to be here. Erickson also announced he accompanied

the Planning staff to the Granite Science, Technology, Engineering, and Math (STEM) school to present.

Council Questions and Comments

Council Member Worel announced December 19th would be Ugly Sweater Day for Council and staff. There was some discussion from the Council on events they had attended since the last meeting. Council Member Ware Peek expressed concern for those crossing the street from Holiday Village to Snow Creek, and asked that it be evaluated.

Staff Communications Reports

1. Historic District Grant Program:

2. Historic Preservation Quarterly Update:

3. Community Development Process Improvements:

4. City Council Meeting Closed Captioning Service:

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

Mayor Beerman opened the meeting for public input on matters not being addressed on the agenda. No comments were given. Mayor Beerman closed the public input portion of the meeting.

V) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from November 7, 2019:

Council Member Gerber noted on Page Four, Line 17, she had referred to High West on Park Avenue, and on Page 16, Line Seven, she requested a discussion on affordable housing requirements for homes of this size.

Council Member Gerber moved to approve the City Council meeting minutes from November 7, 2019 as amended. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek and Worel

EXCUSED: Council Member Joyce

VI) CONSENT AGENDA

1. Request to Adopt Resolution 24-2019, a Resolution Declaring November 30, 2019, as “Small Business Saturday” in Park City, Utah:

2. Request to Authorize the City Manager to Purchase Three (3) Cutaway Transit V10 Gas Vans for Americans with Disabilities Act (ADA) Transportation and Dial-a-Ride, in a Form Approved by the City Attorney, in an Amount Not to Exceed \$76,755.00:

3. Request to Authorize the City Manager to Sign an Addendum, in a Form Approved by the City Attorney, with Pure Technologies d/b/a Wachs Water for Leak Detection Services for an Additional \$110,000 and a Total Not to Exceed of \$251,500.80:

4. Request to Authorize the City Manager to Sign the Service Provider/Professional Services Agreement in a Form Approved by the City Attorney with Avail Technologies Incorporated, in an Amount Not to Exceed \$111,855.00 Annually, for Intelligent Transportation System (ITS) On-Call Support and Maintenance for the City-owned Avail Technologies Transit Package:

5. Request to Approve the First Addendum to the Professional Service Contract in a Form Approved by the City Attorney’s Office with Cascadia Partners, LLC. in the Amount Not to Exceed \$6,100.00 for Additional Consulting Services as it Relates to Affordable Housing Projects:

6. Request to Authorize the City Manager to Execute an Addendum to the Professional Services Contract with Moreton & Company Insurance Services Co., for a One Year Extension for Insurance Placement Broker Services, in a Form Approved by the City Attorney and in an Amount Not to Exceed \$106,548.00:

7. Request to Approve a Real Estate Purchase Contract with David Berg for the Ironwood EHU Condominium in the Amount of \$725,000, in a Form Approved by the City Attorney:

Council Member Gerber moved to remove Item Two from the Consent Agenda. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek and Worel

EXCUSED: Council Member Joyce

Council Member Gerber moved to approve Items One, and Three through Seven on the Consent Agenda. Council Member Worel seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek and Worel

EXCUSED: Council Member Joyce

2. Request to Authorize the City Manager to Purchase Three (3) Cutaway Transit V10 Gas Vans for Americans with Disabilities Act (ADA) Transportation and Dial-a-Ride, in a Form Approved by the City Attorney, in an Amount Not to Exceed \$76,755.00:

Alfred Knotts, Luke Cartin and Brian Beckstrand were present for this item. Mayor Beerman stated the City was trying to make its fleet electric, and he understood there was no electric option for this type of vehicle. He asked if one or two vehicles would be sufficient until an electric model was made. Knotts stated the life of the vehicle was 150,000 miles and all the vehicles in operation had 250,000 miles and were being serviced more than average. He thought by the time these new vehicles needed to be replaced, the technology would be available to buy electric models.

Council Member Worel had lunch at the Senior Center and knew there was a definite need for the ADA transit vehicles. Cartin commented on the federal match for the vehicles and indicated they would be used for the new On-Demand program. He discussed electric Police vehicles that he was researching as well. He noted the replacement would be in 2024, which was sooner than the other buses. He could justify the purchase since it was helping with social equity.

Council Member Gerber moved to authorize the City Manager to purchase three (3) Cutaway Transit V10 Gas Vans for Americans with Disabilities Act (ADA) transportation and Dial-a-Ride, in a form approved by the City Attorney, in an amount not to exceed \$76,755.00. Council Member Henney seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, and Ware Peek

EXCUSED: Council Members Joyce and Worel

VII) OLD BUSINESS

1. Consideration to Authorize the City Manager to Execute Amendment No. 6 to the Agreement, in a Form Approved by the City Attorney, with Alder Construction Company (Alder) for 3KWTP Construction Guaranteed Maximum Price (GMP) Construction Services for an Amount Not to Exceed \$77,500,000.00:

Clint McAfee, Michelle DeHaan, Roger McClain, Public Utilities Department, and Eric Alder, owner of Alder Construction, were present for this item. McAfee stated he and

1 staff had worked on this project for the past 10 years and he was proud of it. He
2 reviewed this was a necessary water quality project since the City received its water
3 from mine shafts. It would also serve as the Public Utilities administrative offices. He
4 reviewed the regulatory negotiations that would bring the City into compliance with state
5 law, and listed several prerequisite projects that lead to this major treatment plant
6 project.

7
8 DeHaan stated there were challenges coming into this project. Staff had to discontinue
9 using water from the Judge Mine because of all the metals in the water. Because of the
10 number of metals, it took five different processes to treat the water. She noted no other
11 city had that number of metals in its water source. It was decided to keep the new plant
12 on the golf course. She reviewed that the City would be processing 3,000 gallons per
13 minute, but the plant would have the capacity to treat up to 5,000 gallons per minute.

14
15 McClain stated this plant was well designed and would fit within the neighborhood. It
16 was energy efficient and would not need to be expanded for a long time. He indicated
17 the contractor was hired early and risks were identified, which helped with cost savings.
18 He also discussed the construction timeline and indicated the project was scheduled to
19 be completed by March 2023.

20
21 Council Member Worel asked if the February, 2020, start date was weather dependent.
22 Alder stated the start date depended on receiving a building permit. Mayor Beerman
23 reviewed the long process involved in getting to this point.

24
25 Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman
26 closed the public hearing.

27
28 Council Member Ware Peek indicated the City's water was complex and thanked staff
29 for working on saving the City \$4,000,000 per year because of the efficiency of this
30 plant. Council Member Henney stated a lot of money was spent on open space and
31 transportation, but without water there would not be a town. He was happy the City was
32 meeting water quality standards. He complimented the Water Department on its net
33 zero efforts, as well as water conservation efforts. He felt there was work to do in
34 keeping water affordable for those on fixed incomes, but knew the Water Department
35 was working on affordability.

36
37 Council Member Gerber moved to authorize the City Manager to execute Amendment
38 No. 6 to the agreement, in a form approved by the City Attorney, with Alder Construction
39 Company (Alder) for 3KWTP Construction Guaranteed Maximum Price (GMP)
40 Construction Services for an amount not to exceed \$77,500,000.00. Council Member
41 Ware Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek and Worel

EXCUSED: Council Member Joyce

2. Consideration to Approve Ordinance 2019-55, an Ordinance Amending the Municipal Code of Park City: Title 4, Chapter 1 Definitions and Chapter 8 For-Hire Vehicles, to Facilitate Licensing Amendments; and Title 9, Chapter 5 Resident Permit Parking, to Facilitate the Creation of Drop, Load, and Staging Permits:

While Mayor Beerman was excused for a few minutes, Mayor Pro Tem Gerber called for the next item. Staff members Jonathan Weidenhamer, Jenny Diersen, Wade Carpenter and Johnny Wasden presented this item. Weidenhamer noted the next item on the agenda would be discussed at the same time as this item. Mayor Beerman returned. Weidenhamer reviewed the direction given at the November 7th meeting. He stated the ordinance would clarify definition processes of For-Hire Ground Transportation (FHGT) vehicle and business licenses. He reviewed that the Historic Park City Alliance (HPCA) did not like the additional Drop, Load and Staging (DLS) zones, but the zones were spread out and consensus was reached. The nonpaid zones were important to staff and they hoped to implement that in the future. He reviewed the resolution for approval and noted the fee adjustments for the DLS permits, and also the enforcement level of service with the cost recovery from that service.

Council Member Worel asked about transportation network companies (TNC). Uber and Lyft sent a letter asserting this permit would not work for their business model. She asked if they would be excluded from this law. Diersen stated this code amendment would require all FHGTs, including the TNC businesses, to purchase a permit.

Council Member Ware Peek stated without effective enforcement, the program would fail. She asked Chief Carpenter his preferred level of service (LOS) option. Chief Carpenter favored hiring a full-time employee for this job, with the annual cost being \$90,000 for a 40 hour work week. To Council Member Gerber's question regarding work schedules, Chief Carpenter responded the officer would work at peak times and on peak days. Council Member Henney stated enforcement was necessary to make this new permit a success. He asked if parking would play a part in enforcement. Wasden stated his team would be in close collaboration with Police to mitigate bad behavior. Council Member Henney liked the concept, but he felt the Police and Parking Departments needed to figure out how to enforce it. Weidenhamer stated staff would watch the Parking Department closely to see the staffing needs with this new DLS system and report back during the budget process.

Council Member Ware Peek asked to what extent Parking could support Police. Wasden stated one police officer and one parking enforcement staff member would be on Main Street. Council Member Gerber asked how the DLS stickers would be

1 displayed. Wasden stated they were hang tags that would be on the rear view mirror or
2 dashboard. Mayor Beerman stated this was a significant redesign of traffic flow. He
3 indicated the traffic flow situation would not be completely accomplished if there weren't
4 DLS zones on Swede Alley. Diersen stated there were two DLS zones on Swede Alley,
5 and one at the Brew Pub Lot. HPCA was not in consensus with staff and future
6 discussions were needed. Council Member Gerber asked about creating a zone by the
7 recycling center. Weidenhamer indicated there were many turning movements in that
8 area, so adding a DLS zone there might be problematic for Transit.

9
10 Allison Kuhlrow, Executive Director Historic Park City Alliance, stated the board
11 discussed what would make it work. They supported implementing Non-Permit DLS
12 zones at the Brew Pub, Bob Wells Plaza, and 9th Street. She asked that the entire
13 program begin at the same time so it could be evaluated together.

14
15 Council Member Henney asked if wayfinding had been thought out. Wasden stated
16 those with a permit would have an instruction sheet so they would know the DLS
17 locations. Discretion would be used by Enforcement for those in private vehicles without
18 permits who dropped off friends, etc. Diersen stated there would be street signage to
19 direct drivers to those zones. Council Member Worel stated there was concern
20 expressed by stakeholders for disabled passengers needing to be dropped off. Wasden
21 stated there would be discretion and those with handicap tags could park on the street.

22
23 Mayor Beerman opened the public hearing.

24
25 Kevin Ellis, Transportation Network, was concerned about travelers renting vehicles at
26 the airport, residents, taxis, and Ubers, and felt these vehicles would take up the DLS
27 zone spaces. He didn't think there was enough space for everyone. He felt more DLS
28 zones were needed.

29
30 Sam Rubin, Four Seasons Concierge and Transportation, read a prepared statement.
31 He felt the permit fee would have to be passed on to the passenger, which would
32 jeopardize his ability to compete with the other transportation companies. He thought a
33 cost of \$600 per year was not reasonable. He noted the background checks, safety
34 inspections, insurance checks and other regulations and asked that Park City default to
35 accepting the Salt Lake City permit or to deregulating all For-Hire vehicles. He voiced
36 concern on the reciprocal licenses and requiring the public to cross Main Street if they
37 were dropped off on Swede Alley.

38
39 Sam Madsen asked what the fees were. Diersen stated the DLS fee was \$200 per year,
40 and the For-Hire Ground Transportation license fee remained the same. Madsen noted
41 if a vehicle had a Salt Lake business license, they were not required to purchase a Park
42 City permit. He was amenable to that clause. He stated Rubin was correct in his
43 assertions regarding TNCs.

1
2 Michael Faulk thanked Council, staff and stakeholders for the time and effort put into
3 finding a solution that worked for everyone. This was a step in the right direction, but the
4 City needed a more radical change. This could work in the short-term, but he suggested
5 changing the traffic flow to make Main Street a one way street going up and exiting on
6 Swede Alley. This would take vehicles off Park Avenue and Hillside Avenue. He asked
7 about the rules after peak hours (10:00 p.m.) Weidenhamer stated the legislation would
8 be firm. After some time, it could be changed. Chief Carpenter stated between midnight
9 and 2:00 a.m. the street was flooded with people and cabs stopped in the middle of the
10 street. Council Member Gerber asked if vehicles could pull over into empty parking
11 spaces at those hours. Wasden indicated paid parking stopped at midnight. Drivers
12 would not be penalized for pulling into a parking stall to pick up passengers.

13
14 Sam Rubin read from Exhibit D in the packet materials about the cost. Staff clarified the
15 fee was \$200 per year. Council Member Gerber asked for increased signage for loading
16 and unloading.

17
18 Diersen gave public comment from Rob O'Brien, 649 Taxi, and stated he felt the \$200
19 fee was too high if Uber/Lyft did not have to pay a fee.

20
21 Betsy Wallace, Sundance, asked if this would apply to Sundance. Diersen stated there
22 were transportation plans specifically made for special events.

23
24 Mayor Beerman closed the public hearing.

25
26 Council Member Gerber asked if there would be additional enforcement at the
27 beginning of the program. Diersen stated staff was in the process of developing the plan
28 between multiple departments and a robust communication system amongst all the
29 stakeholders would be part of it. Council Member Henney referred to Faulk's suggestion
30 for making Main Street a one way street. He felt this plan was a bold action. He knew it
31 wasn't perfect, but the City was trying something bold. He thanked HPCA for supporting
32 the plan.

33
34 Council Member Ware Peek requested the DLS zone signage on Main Street
35 specifically say "with permit." Regarding the Historic Wall lot and the Galleria lot,
36 Council Members Ware Peek, Worel, and Gerber supported the wishes of HPCA.
37 Council Member Henney was fine eliminating the Galleria lot, but it was made clear
38 there needed to be enough zones. Mayor Beerman suggested the City start the
39 program without those spaces, but if staff deemed it necessary to add zones, Council
40 could give permission to expand the zones. Council Member Ware Peek asked if Uber
41 could be asked to stage outside of Main Street. Council agreed to start without those
42 two lots, but staff would have the ability to change or expand the areas.

Council Member Henney moved to approve Ordinance 2019-55, an ordinance amending the Municipal Code of Park City: Title 4, Chapter 1 Definitions and Chapter 8 For-Hire Vehicles, to facilitate licensing amendments; and Title 9, Chapter 5 Resident Permit Parking, to facilitate the creation of drop, load, and staging permits, with the amendment to eliminate the Historic Wall and Galleria DLS lots, with the understanding that staff would have the ability to change or expand the DLS areas as determined in the future. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek and Worel

EXCUSED: Council Member Joyce

3. Consideration to Adopt Resolution 25-2019, a Resolution Re-Adopting the Fee Schedule and Replacing and Repealing Resolution 12-2019 in Its Entirety, and Discussion of Enforcement Budget Alternatives:

This item was discussed and a public hearing held in conjunction with New Business Item Two.

Council Member Henney moved to adopt Resolution 25-2019, a resolution re-adopting the Fee Schedule and replacing and repealing Resolution 12-2019 in its entirety. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek and Worel

EXCUSED: Council Member Joyce

VIII) NEW BUSINESS

1. Consideration to Authorize the City Manager to Enter into an Agreement, in a Form Approved by the City Attorney, with Mercer for Employee Compensation Evaluation Services for an Amount Not to Exceed \$130,000.00:

Brooke Watters, HR Manager, stated HR had tweaked the pay scale for 25 years. She wanted an outside vendor to evaluate the City and its need to be competitive for employees, looking at gender pay bias, comparing the City with other ski towns, etc. She stated there were unique challenges including commuting employees, the cost of living within the City, etc. She didn't know what the outcome would be, but the evaluation would be very comprehensive. Mercer was a global company with access to a great amount of data, and could translate nationwide comparisons with Park City.

Council Member Henney asked what would be learned that the City didn't know currently. Dias stated public employee compensation was a sensitive matter. An analysis was done every two years, but he thought the City came up a little short. He reviewed what this vendor would analyze with this contract and noted they would also

1 look at the benefit package offered to employees. In looking at the RFPs submitted,
2 Mercer was the best and most comprehensive. The City had some desperate hiring
3 situations and customer service had been impacted. The other respondents would cost
4 less, but they were not as comprehensive in their scopes. Mayor Beerman stated the
5 City spent \$42 million per year in payroll, so getting this right was essential to
6 maintaining the quality of service expected. Council Member Worel asked if gender was
7 not currently looked at. Watters stated gender was evaluated, but some positions had a
8 predominant number of a certain gender. Council Member Worel asked how the blue
9 ribbon commission would be selected. Watters hoped people in the community with
10 compensation experience would be chosen. Dias referred to a previous blue ribbon
11 commission for Mayor and Council compensation, and noted the City had a model to
12 refer to. Council would choose the members for that commission.

13
14 Mayor Beerman opened the meeting for public input.

15
16 Betsy Wallace, Sundance Executive Director, stated she used Mercer five times in her
17 career and indicated they were fantastic. They would try to understand the job
18 classifications as part of their research. They were straight forward with employees and
19 helped with pay, benefits and communication. She highly recommended them.

20
21 Mayor Beerman closed the public input portion of the meeting.

22
23 Council Member Ware Peek moved to authorize the City Manager to enter into an
24 agreement, in a form approved by the City Attorney, with Mercer for employee
25 compensation evaluation services for an amount not to exceed \$130,000.00. Council
26 Member Worel seconded the motion.

27 **RESULT: APPROVED**

28 **AYES:** Council Members Gerber, Henney, Ware Peek and Worel

29 **EXCUSED:** Council Member Joyce

30
31 **2. Consideration to Approve Ordinance 2019-56, an Ordinance Approving the**
32 **King's Crown Condominiums Plat, Located at 1271 Lowell Avenue, Park City,**
33 **Utah:**

34 Rebecca Ward, Planner, and Rory Murphy, Kings Crown Developer, were present for
35 this item. Ward explained there were five proposed changes to the plat. There was
36 public comment from a home across the street from Building D. The owner wanted to
37 make sure the location of the building wouldn't change. Murphy stated it would not
38 change.

39
40 Mayor Beerman opened the public hearing. No comments were given. Mayor Beerman
41 closed the public hearing.
42

Council Member Worel moved to approve Ordinance 2019-56, an ordinance approving the King's Crown Condominiums Plat, located at 1271 Lowell Avenue, Park City, Utah. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek and Worel

EXCUSED: Council Member Joyce

3. Consideration to Approve the Renewable Energy Service Contract with Rocky Mountain Power in a Form Approved by the City Attorney:

Luke Cartin, Environmental Sustainability Manager, reviewed the City's 2022 goal to be 100% net zero and net zero community-wide by 2030. Eleven cities in Utah signed on to be net zero by 2030. Cartin noted Utah's Senator Romney joined the Senate Climate Caucus and was an advocate of for net zero energy.

Council Member Henney asked if it would be a problem if too many cities signed on to this goal. Cartin stated if it got too large, the state would need to take a look at the voice of its local entities.

Cartin reviewed that two years ago the City entered into an engineering and professional services agreement with Rocky Mountain Power (RMP). This allowed for a solar farm RFP between six entities. The solar farm would be a Utah based renewable. A power purchase agreement would be executed to take the power and put it on the grid, and then another contract would be needed for RMP to deliver the power to customers. This needed to be approved by the state. The cost to the City would be \$6,000 annually in a balancing account. The power would all be rolled together and RMP would help the City track what was online and offline, like the Arts and Culture district. There could be a cost increase up to \$30,000 because of a renewable energy tariff. This would balance the incremental impact of the resource on the system with the cost of producing and delivering the renewable electricity.

Cartin discussed the potential costs and savings from this energy contract. The project would be completed and online by 2022 and would create jobs for 25 years in a rural community in northern Utah. He stated the City would have three options to remain 100% renewable by 2037. Council Member Gerber asked what happened with solar energy production when the sun went down. Cartin stated natural gas would backup the solar in order to provide continuous energy. Mayor Beerman added battery backup might be an option by 2022.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Cartin stated this was the key to achieving the City's 2022 net zero goal.

Council Member Worel moved to approve the Renewable Energy Service Contract with Rocky Mountain Power in a form approved by the City Attorney. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, Ware Peek and Worel

EXCUSED: Council Member Joyce

4. Consideration of Call Up of an Application for a Conditional Use Permit for a Private Driveway in a Public Right-of-Way for 901 Woodside Avenue:

Bruce Erickson, Planning Director, recommended a call up on the action on 901 Woodside Avenue.

Mayor Beerman opened the meeting for public input. No comments were given. Mayor Beerman closed the public input portion of the meeting.

Council Member Worel had an issue with calling it up because there was a strong process in place for making an appeal. If there was an issue with appealing, that process should be reviewed.

Harrington stated the Planning Commission asked for Council's input mid-stream, but it was not appropriate, because policy advice could not be given once the administrative application process started. The Planning Commission deadlocked, which wasn't a denial, because an action was needed. The applicant was provided the option to stipulate to the denial in order to proceed with an appeal. He noted the Planning Commission Chair was ineligible to vote because of a conflict of interest. Council Member Worel asked if the applicant could still appeal if the Council did not call up the matter. Harrington stated yes.. Council Member Worel indicated she preferred the applicant follow the process and appeal.

Council Member Henney asked if the policy issue could be dealt with separately. Harrington affirmed it could be discussed separately. Harrington indicated the current policy was the basis for encroachments in a right-of-way. The criteria had a lot of determinations on the future use of the right-of-way. Council could relook at this issue.

Mayor Beerman stated this was not a clear cut decision for the Planning Commission. He thought this was a nuance that Council could look at. He asked if Council could discuss the broader impacts and policy if they called it up. Harrington stated not as part of this application since Council would have the same authority as the Planning Commission in applying the code, but the conflicts with the right-of-way could be considered. It was indicated the policies that were embedded in the conditional use criteria could not be changed. This was called a blended application due to the need for

the City to also issue an encroachment permit. Harrington noted the call up would be considered at the December 19th meeting.

Council Member Ware Peek moved to approve the call up of an application for a Conditional Use Permit for a private driveway in a public right-of-way for 901 Woodside Avenue. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Gerber, Henney, and Ware Peek

NAY: Council Member Worel

EXCUSED: Council Member Joyce

IX) ADJOURNMENT

X) PARK CITY HOUSING AUTHORITY

I) ROLL CALL

Attendee Name	Status
Chair Andy Beerman Board Member Becca Gerber Board Member Tim Henney Board Member Lynn Ware Peek Board Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney Michelle Kellogg, Secretary	Present
Board Member Steve Joyce	Excused

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

Chair Beerman opened the meeting for public input on matters not being addressed on the agenda. No comments were given. Chair Beerman closed the public input portion of the meeting.

III.) NEW BUSINESS

1. Consideration to Approve the National Ability Center Affordable Housing

Agreement:

Jason Glidden, Affordable Housing Manager, stated as part of the National Ability Center (NAC) housing expansion, an affordable housing plan needed to be presented. It

1 was indicated the requirements were 9.04 Affordable Unit Equivalents (AUE) or 8,136
2 square feet. The deed restrictions included qualifications and priorities for those who
3 were employed with NAC, or trained or received services with NAC. Nightly rentals were
4 prohibited and the rent cap would be at or below 45% of the Summit County Area
5 Median Income (AMI).
6

7 Glidden noted two requests from the NAC: a 50% reduction in required affordable
8 housing units for a total of 4.52 AUEs (4,068 square feet) since the NAC benefited the
9 community, and a reduction in the six month affordable rental lease requirement. A
10 representative from NAC indicated they would like to offer a tenant the option to lease
11 for a minimum of 90 days.
12

13 John Serio, Facilities Manager, stated this request would give them flexibility. He stated
14 there would be expansions of the equestrian center and other sites, including the camp
15 and recreation community building. They were here because of the focus on the lodge
16 facility that would house 35 employees. They requested that fewer of them be deed
17 restricted. These units would be longer term housing for coaches, interns, etc. These
18 were seasonal employees. Michael Barille, Planning Consultant, gave examples of
19 reconfiguring the space to include kitchens if they were needed, or lock those sections if
20 the tenant would be eating in the main facility. They wanted to meet a community need
21 by providing treatment and other programs.
22

23 Board Member Gerber understood a need to be flexible, but stated there were some
24 terrible living conditions at NAC. She asked if they planned to maintain and attract good
25 staff by considering long-term housing needs. It was indicated there would be a three
26 month minimum which would fill a portion of the need, and there would be other options
27 for a more long-term need. The purpose of the project was to provide housing for the
28 employees who couldn't find housing. Some items included in this project included a lift
29 in one unit and counters that were wheelchair accessible in all the units.
30

31 Kevin Stickelman, CEO, noted the staff came and went, and they came from around the
32 world. They would come just for the winter season and couldn't find accommodations.
33 That was the flexibility NAC looked for with this project.
34

35 Board Member Worel stated the goal of affordable housing was to house the workforce
36 and it was not intended for seasonal employees. Barille indicated the employers were
37 supposed to meet the needs of their own employees. Council Member Gerber stated
38 the resorts would also house seasonal employees when they built their affordable
39 housing units, so she supported this project.
40

41 Board Member Henney stated this was repurposing existing entitlements to benefit the
42 community. Because they were a nonprofit and benefited the community, he supported

1 it. Council Member Ware Peek supported the request as well. Mayor Beerman stated
2 they were meeting the intent of the City's requirements and it made sense.

3
4 Chair Beerman opened the public hearing. No comments were given. Chair Beerman
5 closed the public hearing.

6
7 Council Member Ware Peek moved to approve the National Ability Center Affordable
8 Housing Agreement. Council Member Gerber seconded the motion.

9 **RESULT: APPROVED**

10 **AYES:** Board Members Gerber, Henney, Ware Peek and Worel

11 **EXCUSED:** Board Member Joyce

12
13 **2. Consideration to Approve the Second Amendment to the Kings Crown**
14 **Affordable Housing Mitigation Plan:**

15 Jason Glidden, Affordable Housing Manager, and Rory Murphy, Kings Crown
16 developer, presented this item. Glidden stated the affordable unit in Building D was
17 labeled as common, but it would now be private, and it would keep its deed restrictions
18 as such.

19
20 Chair Beerman opened the public hearing. No comments were given. Chair Beerman
21 closed the public hearing.

22
23 Council Member Ware Peek moved to approve the Second Amendment to the Kings
24 Crown Affordable Housing Mitigation Plan. Council Member Henney seconded the
25 motion.

26 **RESULT: APPROVED**

27 **AYES:** Board Members Gerber, Henney, Ware Peek and Worel

28 **EXCUSED:** Board Member Joyce

29
30 **IV. ADJOURNMENT**

31
32 With no further business, the meeting was adjourned.

33
34
35 _____
Michelle Kellogg, City Recorder



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

December 5, 2019

The Council of Park City, Summit County, Utah, met in open meeting on December 5, 2019, at 2:45 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property and litigation at 2:45 p.m. Council Member Joyce seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Ware Peek moved to adjourn from Closed Meeting at 3:40 p.m. Council Member Worel seconded the motion.

RESULT: APPROVED

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

WORK SESSION

Discuss Affordable Housing Land Management Code Revisions:

Jason Glidden, Affordable Housing Manager, reviewed that the City had to be aggressive and form partnerships in order to reach its 2022 housing goals. Alex Joyce, Managing Partner for Cascadia, indicated density bonuses were popular around the country, but the balance was crucial and needed to be adjusted according to market demands. He noted there were various dials that could be adjusted to make affordable housing work. The Affordable Master Planned Development (AMPD) was intended for large sites, but it could impact small sites as well. With regard to Park City, most parcels were small. The code was written to encourage small lots in subdivisions. The AMPD would give bonuses, but there wasn't enough land to increase density unless each unit's square footage shrunk.

Mr. Joyce stated parking requirements competed with density bonuses and that was looked at in the analysis. Building height and setbacks were also considered. All these factors could be tweaked to make a project cost effective for a developer. He reviewed the MPD and AMPD findings from his research, including 1) the standards were not

1 suited for smaller lots, 2) the current density bonuses only allowed for micro units, 3)
2 parking requirements made the density bonuses challenging at affordable levels, and 4)
3 the density bonuses for AMPD would not make the units affordable.
4

5 The changes Cascadia recommended was to prioritize code changes for smaller lots,
6 which included using the base zone setbacks and eliminating the large perimeter buffer,
7 achieving active open space that could be used, changing the building footprint
8 standards for AMPD projects, determining the right size of parking requirements for infill
9 projects since they were close to commercial areas and transit, and allowing an
10 additional floor outside the historic district. Mr. Joyce stated he also performed a funding
11 gap analysis. He presented different scenarios based on changes to the AMPD and
12 MPD. He indicated the changes had a dramatic effect on how far the development
13 dollars could be stretched.
14

15 Council Member Worel asked if parking could be constructed under a building. Mr.
16 Joyce stated it looked better aesthetically, but the cost was exponentially higher.
17 Council Member Ware Peek asked what models in other areas had been successful
18 with parking reductions that incentivized people from not owning cars. Mr. Joyce
19 recommended going into the project with a parking plan and linking parking reductions
20 to areas served by transit. He also suggested increasing on-street parking fees. Council
21 Member Gerber felt affordable housing in the City on a transit line would promote
22 residents that didn't have cars.
23

24 Mayor Beerman asked if cross subsidized units were a good mix. Mr. Joyce stated
25 having part market rate and part affordable units was very appealing to private
26 developers. Park City was a strong housing market which was a plus. Mayor Beerman
27 thought the market rate units would be sold to second home owners, who required
28 amenities. He asked if that kind of development would be managed by two different
29 HOAs. Mr. Joyce stated having different HOAs could work, but the amenities should be
30 market tested. Mayor Beerman felt two HOAs could present an equity issue since the
31 amenities wouldn't be available to all the residents living in the development.
32

33 Council Member Henney stated the code served the City well for years, but now he
34 thought the proposed revisions would be best going forward. He hoped the community
35 would agree. He noted land was scarce and he asked if the City should be trying to
36 repurpose that land, or if it should be looking at higher density. Mr. Joyce stated the
37 scenarios he presented could be used by the City and there would be benefits with
38 either one. An amended AMPD would make either scenario more cost efficient. Council
39 Member Henney hoped the community was ready to embrace height, density, setbacks,
40 and open space, and hoped the City could maximize the number of attainable and
41 affordable deed restricted homes.
42

1 Council Member Gerber stated there was more than one dial and the community might
2 embrace some things more than others. Council Member Ware Peek talked about the
3 underutilized green space in the City and felt that could be repurposed. Council Member
4 Worel thought the timing for this analysis was perfect. As the 2020 visioning process
5 was wrapping up, the community was requesting bold change. She felt this was one
6 bold change that could be embraced.

7
8 Council Member Joyce stated the recommendation felt like a smart move, and gave
9 examples of bad planning. He thought there were some of these things that could be
10 implemented quickly. He wanted the community to have a positive impression when
11 they saw the City's affordable housing. He struggled with building height and didn't want
12 to see a black eye, but thought these changes would be received well in the Bonanza
13 Park and Prospector areas. He also discussed the soil issue and thought the City
14 should do something to make it work financially for the City or developers.

15
16 Council Member Gerber suggested a car share program, either through Transit or
17 through a private company, in addition to expanding the Transit program. Council
18 Member Joyce thought those without a parking space would park on the street. Council
19 Member Gerber stated the City might move towards paid parking permits. Council
20 Member Joyce asked staff to bring parking solutions back for further discussion.

21
22 Mayor Beerman asked if the City could allow more floors with a height limit. Hannah
23 Tyler, Senior Planner, stated additional floors did not work out financially in all cases.
24 Staff could consider the four story concept. Mr. Joyce stated floor to ceiling height was
25 important. Commercial areas should also be considered differently than residential
26 areas. Design considerations could be made in increasing density.

27
28 Council Member Joyce stated there were a lot of buildings that were four stories. Tyler
29 noted staff could identify those buildings around town. Council Member Ware Peek
30 asked if the analysis was on rentals or owned units. Mr. Joyce stated it was performed
31 on owned units. Council Member Ware Peek noted the City's push for employers to
32 provide workforce housing was not currently working.

33
34 Mayor Beerman opened the meeting for public input.

35
36 Craig Elliott, architect, stated the report was very good. He thought this was an
37 educational component with the community. He reviewed the units in town that had paid
38 parking, and noted Council had these examples to look at. He felt the City should move
39 forward with reduced parking. He stated the community needed to figure out density.
40 The AMPD for parking could be changed. He also talked about the Bonanza Park
41 project and stated that density was all in height. He was currently working with the
42 Canyons' employee housing project and indicated the units would all be rentals.

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

2
3 Mr. Joyce stated the conversation around parking was difficult, but it was very
4 necessary in order to have a successful outcome. Council Member Henney asked if
5 developers could build affordable housing if the parking requirements were eliminated.
6 Mr. Joyce stated a developer would never build a 100% affordable housing project
7 because the project profit margins were so small.

8
9 Glidden asked which dials the Council wanted to turn to promote affordable housing
10 developments. He noted that even if all the other dials were turned except for parking,
11 the incentives would not work. Council Member Henney asked if Planning would change
12 the setbacks, buffers, open space and lot coverage to jumpstart moving the dials.
13 Council Member Joyce stated the goal would not be achieved without changing height
14 and parking. Mayor Beerman requested changing the AMPD parking requirements to
15 match the MPD parking requirements and Council agreed. Council Member Joyce
16 asked if the AMPD was needed since the City had the MPD. It was indicated the AMPD
17 was for 100% affordable housing developments.

18
19 Council Member Joyce asked staff to give Council options for parking with the
20 associated pros and cons. Council Member Worel asked that affordability be considered
21 as the parking options were developed. Council Member Gerber stated the units would
22 be more affordable without the parking requirement component. Mr. Joyce stated the
23 recommendations made by Cascadia were with the assumption that 100% of people
24 had cars. The 50% parking scenario was included to scale the project.

25
26 Mayor Beerman stated height and parking would be multiple meeting conversations.
27 Council Member Joyce thought the City should make it easy for infill developments.
28 Mayor Beerman requested a future discussion on infill lots as well.

29
30 **Discuss Sundance Film Festival Transportation and Programming:**

31 Jenny Diersen, Special Events Manager, and Jonathan Weidenhamer, Economic
32 Development Manager, along with Betsy Wallace, Tina Graham and Robert Dick with
33 Sundance Institute, presented this item. Diersen stated staff was focused on goals to
34 mitigate residential impacts during the film festival. Sundance was a great partner and
35 staff knew there were other things going on that also contributed to the congestion.
36 Diersen explained the three alternatives for Park Avenue traffic. 1) status quo - do
37 nothing; 2) One way Park Avenue north bound, including increased Police presence
38 and the removal of parking along the east side of the street, and 3) Two way traffic on
39 Park Avenue with increased security on all side streets. She noted staff recommended
40 Alternative Two and Sundance recommended Alternative Three.

41
42 Wallace explained people heading to Main Street could go on Deer Valley Drive or Park
43 Avenue. If Park Avenue was eliminated, traffic would be completely reliant on Deer

1 Valley Drive. She recommended keeping Park Avenue two ways, but control the side
2 streets through City staff and Police. She noted Sundance had already implemented
3 their mobile app and printed their maps, so the street changes would be closed for
4 those outreach avenues.

5
6 Council Member Ware Peek asked where the one way would start and was told it would
7 be extended from Heber Avenue to the light intersection. Council Member Gerber asked
8 how people would be stopped. Diersen stated the mitigation would be at that
9 intersection. She noted this had been done with other events, and Police could
10 determine which vehicles entered by looking at the access pass on the vehicle. Graham
11 stated during the Olympics there were park and rides set up, but the proposed plan did
12 not include that component, so there would still be the same amount of vehicles trying
13 to get into town. In the future, there needed to be park and ride lots. Mayor Beerman
14 stated the buses could not get through Park Avenue during Sundance. He asked if
15 emergency vehicles would have Park Avenue access. Diersen stated they would use
16 the southbound lane. Some employers, film crew, etc. would have access, but a
17 delineation needed to be made with regard to access. Mayor Beerman asserted Park
18 Avenue hadn't been manageable in the past. Wallace thought stronger enforcement
19 along the side streets would help.

20
21 Council Member Gerber asked if those exceptions for two way traffic would not back up
22 the street. Diersen stated that would depend on direction from Council. Council Member
23 Gerber asked if parking space could be designated for residents. Diersen thought
24 residents could park at City Park. She felt strongly that new solutions were needed to
25 help with the traffic flow, which was why she favored Alternative Two.

26
27 Council Member Worel asked if emergency services would be able to navigate through
28 Old Town if Alternative Three was selected. Weidenhamer thought Alternative Two
29 gave them more options because the traffic would be kept out of Old Town, but
30 Alternative Three was doable if the side streets were controlled. Alfred Knotts stated
31 there was risk and so a contingency plan was necessary. He stated 70%-80% of bus
32 routes went down Park Avenue, and with snow and traffic there was a lot of property
33 damage and damage to the buses last year during Sundance.

34
35 Council Member Joyce asked how enforcement would work to turn around the vehicles
36 that would not be authorized to travel on Park Avenue. It was indicated Police would
37 allow the vehicles with passes. Diersen asked if the focus should be increasing Transit
38 authority and reducing traffic on Park Avenue as well as the side streets. Council
39 Member Gerber noted all the satellite lots would be activated to take cars off the road.
40 She asked if there would be a transit lane on Deer Valley Drive. Diersen indicated there
41 would not be a transit lane, and noted the main transit route would be Park Avenue.
42 Council Member Gerber supported Alternative Two, but indicated if it didn't work, staff
43 should work to implement Alternative Three.

Council Member Worel asked if Alternative Two could be implemented the first week of Sundance and then implement Alternative Three the second week. Diersen stated when traffic subsided, traffic patterns would be normal, so it would depend when the traffic diminished. Council Members Gerber and Henney supported Alternative Two, and then Three, Council Member Worel supported Alternative Two for health and safety reasons, Council Member Joyce supported Alternative Two if staff felt it was feasible, and Council Member Ware Peek supported Alternative Three.

Wallace proposed having a bonfire and burning old pallets, engaging the community and promoting storytelling at the Flagpole Lot on the second Thursday of Sundance. Council Member Joyce asked how many people the lot could accommodate. Diersen stated there were many in the past and she could evaluate an approximate number. Council Member Ware Peek asked if there would be a specific program. Wallace stated there would be music and storytelling. Graham indicated there would be pallets around town for people to write on and bring to the lot to build a bonfire. This event would start at 4:00 p.m. Council Member Joyce stated this could be a big event for Main Street businesses as well.

REGULAR MEETING

I) ROLL CALL

Attendee Name	Status
Mayor Andy Beerman Council Member Becca Gerber Council Member Tim Henney Council Member Steve Joyce Council Member Lynn Ware Peek Council Member Nann Worel Matt Dias, City Manager Mark Harrington, City Attorney Michelle Kellogg, City Recorder	Present
None	Excused

II) COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Gerber noted the new bus route going through Park Meadows, and stated she heard that the residents did not know about it until they saw signs going in. She asked for a better way to communicate with the public when transit routes changed. Knotts stated there had been many changes in Transit, including a new communications employee. Council Member Gerber asked for a public open house for Transit route

plans in the future. She also asked for a discussion on event safety and referred to the electric light parade.

Council Member Henney asked for a report on Deer Valley parking. He also noted the best part of guest experience at Deer Valley was having happy employees, and indicated this could be accomplished through employee housing and transit.

Council Members Worel, Joyce and Ware Peek reviewed the activities and events they attended since the last meeting.

Mayor Beerman stated David Buerle would come back for the Council Retreat in February with bold recommendations for Park City Vision 2020.

Dave Thacker, Chief Building Official, introduced the new Deputy Building Official, Ron Haynie. Haynie moved here from Atlanta, Georgia. He praised the Building Department staff and thanked the City for letting him work here.

Caitlyn Barhorst, Historic Preservation Planner, displayed a newly designed public notice sign that would be displayed on properties around town as needed.

Staff Communications Reports:

1. Medical Cannabis Land Use Regulations:

2. Food Truck Update:

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

Mayor Beerman opened the meeting for public input on matters not being addressed on the agenda.

Angela Moschetta indicated the affordable housing work session item seemed like a broken record, as well as the vehicular flow during Sundance discussion. The traffic would flow better without snow being pushed into the street and vehicles sticking out of driveways. The City could change its code to eliminate these problems. She suggested the Brew Pub lot could have parking with the upper levels developed for affordable housing. She also gave vehicle directional traffic suggestions including dedicated bus lanes for buses, hotel shuttles, and Lyft. Regarding DLS zones, she thought there would be a massive problem because of the \$200 permit. She suggested taking away the fee to level the playing field for all transportation vehicles, and making all Main Street a no parking zone except for the DLS zones.

Sandra Morrison stated the historic walls in the City were not listed on the historic sites inventory. One of the walls, Marsac Mill Wall was one of the oldest structures in Park City and built in the 1870s. The other was Judge Loading Station Wall. Both were owned by the City and she hoped staff would apply to list them on the Historic Sites Inventory.

Matt Mullin, Kimball Arts Center, stated he would not be here for the agenda item, but wanted to support the presentation that would be given. He noted Free the Fest was an economic decision that would continue to be considered.

Mayor Beerman closed the public input portion of the meeting.

IV) CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from November 19, 2019:

Council Member Gerber moved to approve the City Council meeting minutes from November 19, 2019. Council Member Worel seconded the motion.

RESULT: APPROVED

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

V) CONSENT AGENDA

1. Request to Approve a Five (5) Year Agricultural Lease with Pace Brothers Excavation LLC on the 129 Acre City-Owned Pace Property, Located Adjacent to the Rail Trail, in a Form Approved by the City Attorney:

2. Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with Jacobs, Inc., for the 3Kings Water Treatment Plant (3KWTP) Construction Engineering Services Contract in an Amount Not to Exceed \$6,500,000.00:

3. Request to Approve Special Event Temporary Alcoholic Beverage Licenses during the 2020 Sundance Film Festival:

4. Request to Approve Type 2 Convention Sales License Applications for Operation during the 2020 Sundance Film Festival:

5. Request to Authorize the Following Annual Insurance Premiums to Fund the City's Insurance Placements for the 2020 Calendar Year: Property Insurance: \$188,163 and Auto Physical Damage: \$81,117 to Liberty Mutual; Public Entity

Liability Insurance: \$174,523 to States Self-Insurers Risk Retention Group, Inc.;
Workers' Compensation Insurance: \$153,976 for the Workers Compensation
Fund; Cyber Liability Insurances: \$32,650 to Beazley Insurance Co.; Crime
Insurance: \$4,193 to Travelers Insurance Co.; and Drone Insurance: \$630.00 to
Global Aerospace;

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

RESULT: APPROVED

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

VI) OLD BUSINESS

1. Consideration to Approve Ordinance 2019-58, an Ordinance Approving the Argent at Empire Pass Condominiums Plat Located at 7677 Village Way, Park City, Utah;

Alex Ananth, Planner, Bill Fiveash with East West Partners, and Tom Bennett, Legal Counsel, were present for this item. Ananth gave an overview of the project. She noted a change would be made to Condition of Approval Three, which referred to the Residences and not the Argent.

Council Member Worel asked if the deed restriction would limit the HOA dues in perpetuity, to which it was indicated the deed restricted units would pay 25% of the regular dues, and that percentage would be indicated in the restriction.

Mayor Beerman opened the public hearing.

Sandra Morrison thanked the Planning Commission for changing the Findings of Fact in the ordinance. She was grateful for the opportunity to build awareness of historic preservation of the mining sites. She asked when the Memorandum of Agreement (MOA) would come back for review. Harrington indicated there wasn't a specific date yet, but hopefully sometime in January.

Mayor Beerman closed the public hearing.

Council Member Worel moved to approve Ordinance 2019-58, an ordinance approving the Argent at Empire Pass Condominiums Plat located at 7677 Village Way, Park City, Utah. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

2. Consideration to Approve Ordinance 2019-59, an Ordinance Approving the Lilac Hill Condominiums Plat at 632 Deer Valley Loop, Park City, Utah:

Alex Ananth, Planner, and Frank Watanabe, Developer, were present for this item. Ananth reviewed the background of this property and stated the owner wanted to sell the units as condominiums.

Council Member Joyce asked about the status of the stairs by that development. Watanabe indicated the agreement was the City would get an easement from the Bureau of Land Management (BLM) and if they couldn't get it before the completion of the development, he would put up a bond so those stairs could be constructed when the City got that easement.

Council Member Joyce asked when Planning would hear about the property dispersements. Bruce Erickson stated they were receiving communications from BLM and were in the process of receiving seven parcels.

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

Council Member Ware Peek moved to approve Ordinance 2019-59, an ordinance approving the Lilac Hill Condominiums Plat at 632 Deer Valley Loop, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED

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

3. Discuss Park Silly Sunday Market (PSSM) Two-Year Contract Renewal Request:

Jenny Diersen, Special Events Manager, and Kate McChesney, PSSM Director, presented this item. Diersen stated PSSM was an incredible community partner. She noted there was a date conflict in 2021. Some changes in the contract included bollard installation, no vendor parking on Park Avenue, lowering noise levels and pedestrian management. The City would no longer pay for sustainability measures and PSSM would pay \$5,500 in City services.

Council Member Worel stated there was a no new events on July 4th agreement, but noted this was not a new event. She asked how soon the market could set up after the parade was over. McChesney thought the parade could turn left on Heber Avenue from Main Street and continue down Park Avenue so the market could set up simultaneously. Council Member Worel asked if that would affect the number of people that would go to City Park. McChesney indicated there needed to be a collaboration to make sure that area remained sustainable.

Council Member Gerber stated there was discussion on having more event free weekends during the summer and asked how McChesney felt about taking some breaks during the summer. McChesney felt positive that this could happen in the future, after this contract extension. Council Member Ware Peek asked about the bollards. Captain Leatham stated no additional bollards had been installed and they were currently limited to lower Main Street.

Mayor Beerman opened the meeting for public input.

Angela Moschetta stated it was obvious from the community perspective that PSSM was a benefit and added to the City.

Mayor Beerman closed the public input portion of the meeting.

Council Member Joyce struggled with the size of this event, and asked if PSSM could plan something for the local community. McChesney noted the locals were at the market, and it was already a free event. The Chamber did a survey and 50% of locals attended. She was open to suggestions. Council Member Joyce indicated he looked for opportunities to focus on local residents. McChesney indicated she would look for ways to make it easier for locals to attend. The Council members supported the proposed changes.

4. Discuss Kimball Art Festival 2020 Change Request:

Jenny Diersen, Jonathan Weidenhamer, and Canice Harte, Amy Roberts, and Jory Macomber, Kimball Arts Center (KAC), were present for this item. Diersen noted the proposed change requests, including free admission for all, expanding the areas to include 9th Street, Summit Watch Plaza and Zoom Patio, and increasing transportation mitigation.

Staff estimated the costs for this event would increase and KAC thought that increase would be challenging. Macomber indicated the most successful art festivals had no admission fee. This festival couldn't happen without the help of the City. Roberts felt there would be a 10% growth in attendance.

Council Member Gerber stated when sponsors were asked for more money, there was an expectation that there would be a bigger attendance. She feared the KAC Festival would evolve to a massive event. Roberts estimated part of the fee would be recouped by increased artist booths. She also noted there were no sponsors outside of Utah.

Council Member Ware Peek was concerned with the increased City service fee, but she liked the idea of a free festival. Council Member Worel agreed it was nice to make the festival free and available to everyone. She asked how residents would be affected if

1 there was no bus service on Park Avenue. Diersen responded the riders could go to the
2 stop by Fresh Market or the Transit Center.

3
4 Council Member Joyce asked how much the City was willing to spend for transportation
5 on these events. Special events were very different than day-to-day travel, but he didn't
6 see them being treated that way. He hoped Council would think about the big increase
7 in Transit funding for these events.

8
9 Council Member Henney thought a different funding mechanism needed to be put in
10 place to cover these costs. He asked KAC to talk about their event that started local and
11 then expanded. Macomber stated as the festival expanded there were fewer local artists
12 because they couldn't make it to the level the committee was looking for. He noted
13 \$260,000 in tax revenue went to the City so the City benefited from this event. Council
14 Member Henney didn't want the festival to be over commercialized. He thought this was
15 an opportunity to discuss sustainable tourism. Harte stated when the Arts and Culture
16 district was completed, the festival would change and feel different. Mayor Beerman
17 indicated Friday night was definitely a locals night and was always well attended by the
18 City residents.

19
20 Council Member Gerber requested a review of the proposed traffic plan by Memorial
21 Day. Council Member Joyce indicated the impact on locals, with traffic and other
22 factors, had to be looked at as well as the positive financial impact. He thought the
23 visitors from the valley who came to the festival but didn't spend as much money was
24 not as much of a benefit as visitors that stayed in the hotels. Roberts gave an example
25 of visitors from Salt Lake City that made big purchases at the festival. Harte looked at
26 tax revenue with an attendance increase at the festival. He also stated if the art was
27 kept at a high quality level, sales would increase.

28
29 Council Member Gerber was concerned that events were getting bigger which wasn't
30 necessarily better. She liked that more people could come, and she liked the locals alley
31 idea for local artists.

32
33 Mayor Beerman opened the meeting for public input.

34
35 Dan Lemaitre stated he had been on the Kimball Board for nine years. The Arts Festival
36 sold art. The goal was to inspire people through art. He complimented the City for its
37 social equity initiative and he thought the festival was compatible with the City's priority.

38
39 Allison Kuhlow, HPCA Executive Director, indicated she hadn't spoken to the
40 merchants, but the idea of a free festival felt right. She gave options for transit and felt it
41 would work for the locals.

42
43 Mayor Beerman closed the public input portion of the meeting.

Council Member Gerber stated that after having had the discussion she favored moving forward. Council Member Joyce liked the expanded booths, but the City services were beyond what the contract covered. Diersen summarized there was support for staff to further explore the operational details of freeing the festival and staff would bring the details back to Council in February.

VII) NEW BUSINESS

1. Consideration to Approve Ordinance No. 2019-57, an Ordinance Approving the Little Maggie Subdivision Located at 57 and 59 Prospect Avenue, Park City, Utah:

Bruce Erickson, Planning Director, presented this item. Council Member Worel asked how the Planning Commission voted, to which Barhorst responded they voted unanimous and no conditions were amended.

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

Council Member Ware Peek moved to approve Ordinance 2019-57, an ordinance approving the Little Maggie Subdivision located at 57 and 59 Prospect Avenue, Park City, Utah. Council Member Worel seconded the motion.

RESULT: APPROVED

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

2. Consideration to Continue an Ordinance Approving the Lilac Hill East Subdivision Plat, Located at 622, 652, and 660 Rossie Hill Drive, Park City, Utah:

Bruce Erickson indicated this item would be continued while details were worked through.

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

Council Member Ware Peek moved to continue an ordinance approving the Lilac Hill East Subdivision Plat, located at 622, 652, and 660 Rossie Hill Drive, Park City, Utah, to January 9, 2020. Council Member Henney seconded the motion.

RESULT: CONTINUED TO JANUARY 9, 2020

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

3. Consideration to Approve Ordinance 2019-60, an Ordinance Approving the 245 Woodside Plat, Located at 245 Woodside Avenue, Park City, Utah:

Liz Jackson, Planner, presented this item and stated this plat would remove a lot line through the property. There was an encroachment and that would come before Council at a future date.

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

Council Member Gerber asked if the building would continue as a duplex, to which Jackson responded affirmatively. Council Member Gerber asked if Council could require one unit be occupied year round. It was indicated that could not be a requirement. Council Member Worel stated the letter indicated it was a single family residence. Jackson indicated it was later disclosed it would continue as a duplex. Justin Keyes, attorney, indicated the property was always used as a multifamily property, but in 2010 it was reduced to a duplex. The building was partly in the City right-of-way and all the encroachments couldn't be removed, but the owner was trying to mitigate as much as possible.

Council Member Henney thanked Planning Commission for requesting a discussion on encroachments. This was an interesting topic and needed to be addressed. Council Member Joyce thought a broad discussion needed to take place, and asked if it was common to have buildings in the right-of-way. Erickson gave examples of driveways and parking lots in rights-of-way.

Council Member Ware Peek moved to approve Ordinance 2019-60, an ordinance approving the 245 Woodside Plat, located at 245 Woodside Avenue, Park City, Utah. Council Member Gerber seconded the motion.

RESULT: APPROVED

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

4. Consideration to Approve Ordinance 2019-61, an Ordinance Approving the Lift Lodge at Town Lift, Second Amended Plat Located at 875 Main Street, Park City, Utah:

Hannah Tyler, Senior Planner, presented this item and indicated the walls would be moved, but the overall number of units would not change.

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

Council Member Ware Peek moved to approve Ordinance 2019-61, an ordinance approving the Lift Lodge at Town Lift, Second Amended Plat located at 875 Main Street, Park City, Utah. Council Member Henney seconded the motion.

RESULT: APPROVED

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

Council Member Ware Peek moved to close to discuss property at 8:25 p.m. Council Member Henney seconded the motion.

RESULT: APPROVED

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

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 8:50 p.m. Council Member Ware Peek seconded the motion.

RESULT: APPROVED

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

VIII) ADJOURNMENT

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Logan Jones

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Enter into a Service Provider Agreement with Y2 Analytics for The Electric Bicycle (E-bike) Survey and Task Force Project in the Amount of \$25,175.00 in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[E-Bike RFP Award Staff Report](#)

City Council Staff Report



Subject: E-bike Survey and Task Force Project
Professional Service Provider Contract
Author: Logan Jones
Date: December 19, 2019
Type of Item: Consent - Award of Contract

Recommendation:

Authorize the City Manager to enter into a service provider agreement with **Y2 Analytics**, for the Electric Bicycle (E-bike) Survey and Task Force Project in the amount of **Twenty Five Thousand one Hundred and Seventy Five Dollars (\$25,175.00)** in a form approved by the City Attorney.

Background:

Between 2014 and 2016, Park City conducted several public surveys and input sessions, gathered data, formulated a pilot project and researched similar communities in an effort to define and regulate the growing presence of electric bicycle use on city pathways and trails.

In May 2018, E-bikes were defined by Utah State Code (Subsection 17) to include three specific classes pertaining to the mode of assistance (throttle or pedal assist) and limited top speed.

On August 15 and 29 City staff and Council discussed E-bike use on Park City's backcountry trail system. Council adopted an ordinance amendment, allowing users 65+ to use E-bikes within City jurisdiction, and directed staff to procure statistically relevant survey services and create a task force on the E-bike topic.

Analysis:

Staff requires a third party consultant to provide services associated with a statistically significant survey. Therefore, the city advertised a request for proposals (RFP) October 4-28. Staff did not receive any submittals. The RFP was advertised a second time from November 12-26.

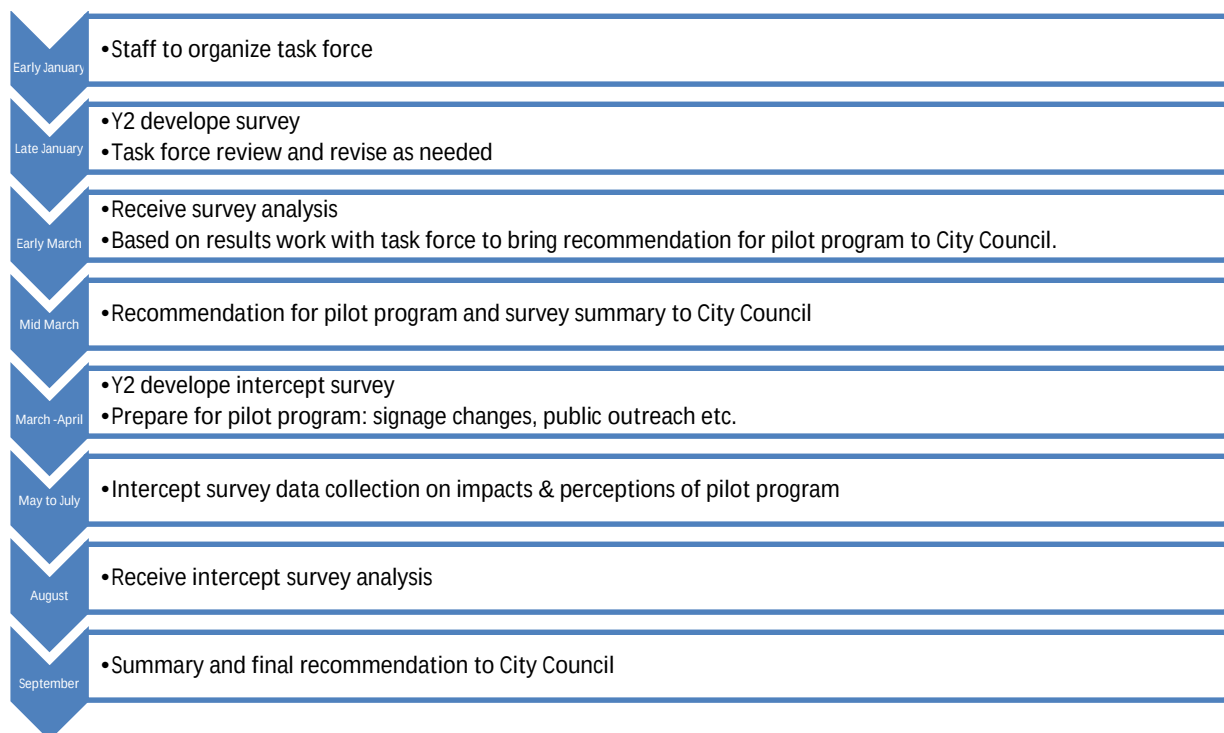
One proposal was received after the second RFP posting and thereafter reviewed by a selection committee comprised of City staff. The sole proposer, Y2 Analytics, qualified for selection based on review criteria of the RFP. Additionally, Y2 Analytics has a positive work history with Park City Municipal, having recently completed the recreation survey with the PC MARC and Basin Recreation.

Please refer to “Exhibit A” for a detailed scope of work and pricing schedule.

“Exhibit A”

COMPONENT	DELIVERABLES	COST ESTIMATE
Scientific survey data collection, n = 400 interviews, up to 40 questions (10 minute LOI)	Dual mode survey (i.e. online and telephone interviews) of PCMC residents and trail users. Questionnaire draft and rounds of revision. Sample list acquisition and preparation. Email append. Live interviewer dialing. Survey coding and administration. Margin of error = +/- 4.8 percentage points.	\$10,600
Survey data analysis and reporting	Data cleaning, post-field weights and topline production. Analysis and deep-dive survey results compilation.	\$5,750
Intercept survey design and data collection, up to 20 questions (5 minute LOI)	Online intercept survey to be administered by PCMC staff and/or volunteers via on-site interviewing of trail users. Questionnaire draft and rounds of revision. Survey coding and hosting. \$1,925 base price + up to 2,000 completed interviews with variable pricing (\$1.50 per interview).	\$4,925
Intercept survey data analysis and reporting	Data cleaning and topline production. Analysis and deep-dive survey results compilation.	\$3,900
TOTAL COSTS NOT TO EXCEED		\$25,175

Should Council approve the contract, staff anticipates initializing the project on the following timeline:



Funding Source:

Funding for this project will come from the Trails Master Plan capital budget.

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Mindy Finlinson

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve and Accept the Fiscal Year 2019 Comprehensive Annual Financial Report (CAFR)

Suggested Action:

Attachments:

[Audit Staff Report](#)

[Exhibit A: CAFR Draft](#)

City Council Staff Report

Subject: Fiscal Year 2019 CAFR Acceptance
Author: Mindy Finlinson, Finance Manager
Department: Finance
Date: December 19, 2019
Type of Item: Staff Report

Recommendation

City Council should review the Comprehensive Annual Financial Report and formally accept the Audit for the Fiscal Year ended June 30, 2019. The Comprehensive Annual Financial Report (CAFR) is the major document used to communicate the City's financial condition.

Background

State law requires Park City to follow the Uniform Fiscal Procedures Act for Utah Cities, UCA § 10-6-101 et seq., which requires an independent audit of the City's finances annually. The audit is performed by certified public accountants (Piercy Bowler Taylor & Kern). The Council must accept the audit within 180 days of the end of the fiscal year. After acceptance, a copy is filed with the State Auditor and the City Recorder as a public document.

The CAFR includes all funds of the City and is presented in four sections: Introductory, Financial, Statistical, and Internal Control and Compliance Reports.

The Introductory Section contains a letter of transmittal, a directory of principal officials and an organizational chart of the City. The Financial Section contains management's discussion and analysis (MD&A), the basic financial statements, notes to the financial statements, required supplementary information, individual fund statements for which data is not provided separately within the basic financial statements, as well as the independent auditor's report on these financial statements and schedules. The Statistical Section includes selected financial and demographic information, generally presented on a multi-year basis. The Internal Control and Compliance Reports Section contains the independent auditors' report on internal control and compliance required by *Government Auditing Standards* and state compliance as required by the *State of Utah Legal Compliance Audit Guide*.

The CAFR is the major document used to communicate the City's financial condition. It is distributed to various bond-rating agencies, investors in the City's debt and the State Auditor for use in evaluating City finances. The first two basic financial statements, the Statement of Net Position (page 22) and the Statement of Activities (page 23), present information on a government-wide, full-accrual accounting basis which reflect the overall financial position of the City and its various funds, not just the amounts available for budgetary purposes. Fiscal operations in the government-wide statements are organized into two major activities: governmental and business-type.

Fund information is also presented for major funds individually and non-major funds combined in a single column in the basic financial statements (pages 25-38). Because

the focus is so different between fund statements and government-wide statements, a reconciliation between the two types of statements is necessary to understand how the numbers differ. Such reconciliations are provided on pages 26 and 28. Comparisons of “budget-to-actual” results for the General Fund are presented on page 29.

Staff suggests attention be focused on the MD&A (pages 4-20) and the notes to the basic financial statements (pages 40-83). The notes to the basic financial statements in the Financial Section provide required detailed disclosures and a description of the financial statements.

The Statement of Net Position (pages 22) may serve as a useful indicator of a government’s financial position. The City had positive net position of \$386.2 million at fiscal yearend. The largest portion of net position, \$313.8 million, represents the net investment in capital assets. Restricted net position of \$7.2 million is resources that are subject to external restrictions on how they may be used. The remaining \$65.2 million in net position are unrestricted and may be used to meet the City’s ongoing obligations. Again, this is an overall financial position indicator and is not the amount of current resources available for budgetary purposes.

Looking at the results on a fund basis (page 25), the City’s governmental funds reported combined ending fund balance of \$91.8 million, an increase of \$28.7 million compared to the beginning of year fund balance amount. The increase in fund balance in comparison to last fiscal year is attributable to increases in committed and restricted fund balance for capital projects.

Utah State code establishes a 5.0 percent minimum (\$1,760,133) and a 25.0 percent maximum (\$8,800,665) of total revenues limit to the amount that may be accumulated as the balance in the General Fund. As of June 30, 2019 the unassigned fund balance in the General Fund was \$8,705,419 and was \$95,246 below the 25.0 percent limit. The unassigned fund balance increased by \$975,186 in fiscal year 2019. The unassigned fund balance represents amounts that constitute the residual balances that have no restrictions placed upon them.

General Obligation Bonds – Audit of Bond Expenditures

Resolution No. 16-98, *Resolution to Appoint a Citizens Committee to Advise the City Council on Community Priorities for Open Space Acquisition, Methods to Permanently Preserve Open Space, and to Account for Expenditure of Open Space Bond Proceeds should Voters Approve a General Obligation Bond to Preserve Open Space*, requires the City to annually audit bond expenditures and report the results of such audit to the public.

Comments from the City’s Audit Firm, PBTK

The auditors identified no areas involving material weakness in the operations or internal control structure of the City.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Accept the audit of the Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2019.

Pros –

- a. Compliance with State law.

Cons – N/A

Consequences of Selecting This Alternative –

Audit and Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2019 will become public record and submitted to the State Auditor in compliance with State law.

- 2. Null Alternative:** Denial or continuation of the item.

Pros – N/A

Cons

- a. Denial, modification or continuation of the item could result in the City becoming non-compliant under Utah State Law. The audit must be approved and accepted by Council by December 31, 2019 to be in compliance.

Funding

Not applicable

Attachments

Exhibit A: Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2019

Park City Municipal Corporation, Utah



PARK CITY

1884

Comprehensive Annual Financial Report Fiscal Year Ended June 30, 2019

DRAFT

PARK CITY MUNICIPAL CORPORATION, UTAH

COMPREHENSIVE ANNUAL FINANCIAL REPORT

**(Including Internal Control and Compliance Reports
and Supplementary Information)
for fiscal year ended June 30, 2019**

**Prepared by:
Finance Department**

**Mindy Finlinson
Finance Manager**

**Sara Nagel
City Treasurer**

**Kim Atkinson
Accountant**

DRAFT

PARK CITY MUNICIPAL CORPORATION, UTAH
COMPREHENSIVE ANNUAL FINANCIAL REPORT
June 30, 2019

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INTRODUCTORY SECTION



Finance

December 20, 2019

To the Honorable City Council, Honorable Mayor and Citizens of Park City, Utah:

These financial statements have been prepared by the Park City Municipal Corporation Finance Department in accordance with generally accepted accounting principles in the United States (GAAP) for local governments as prescribed by the Governmental Accounting Standards Board (GASB). Utah State law requires that every general-purpose local government publish within six months of the close of each fiscal year a complete set of audited financial statements. This report is published to fulfill that requirement for the fiscal year ended June 30, 2019.

The City's management is responsible for the accuracy of the report, as well as the completeness and fairness of the presentation, including all disclosures. To the best of our knowledge and belief, the report is complete and accurate in all material respects. In order to have a basis to rely on for management to make these representations, the City maintains a comprehensive system of internal controls designed to provide reasonable, but not absolute, assurance against loss of assets or material misstatement in the financial statements. This level of assurance is an inherent limitation in a system of internal controls because they should be cost-effective, i.e. the cost of such controls should not exceed the related benefit.

The basic financial statements contained in this report have been audited by Piercy Bowler Taylor & Kern, a firm of licensed certified public accountants. The objective of this type of audit is for the independent auditors to render an opinion, with reasonable assurance, as to whether the basic financial statements of Park City Municipal Corporation (City) for the fiscal year ended June 30, 2019 are fairly presented and free of any material misstatement. Audit procedures included extensive testing and analysis of transactions, balances and systems. The unmodified ("clean") opinion on the basic financial statements signed by Piercy Bowler Taylor & Kern is located at the beginning of the financial section.

GAAP requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of *Management's Discussion and Analysis* (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City's MD&A can be found immediately following the report of the independent auditors.

Profile of Park City Municipal Corporation, Utah

Park City Municipal Corporation is governed by an elected mayor and five-member council. The City was chartered March 15, 1884, under the provisions of the Utah Territorial Government and operates under a mayor-council form of government. Policy-making and legislative authority are vested in the governing council. The governing council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring both the City's manager and attorney. The City's manager has been delegated the responsibility for carrying out the policies and ordinances of the governing council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments. The council and mayor are elected on a non-partisan basis. Council members and the mayor serve four-year staggered terms. Elections are held every odd numbered year.



The City provides many municipal services including police, parks, recreation, library, water, stormwater, public improvements, streets, planning and zoning, golf course, transportation and parking, and administrative services. This report includes the financial statements of the funds required to report on those activities, organizations and functions which are related to the City and are controlled by or financially accountable to the City Council. The Park City Municipal Building Authority, the Park

City Redevelopment Agency, the Park City Housing Authority and the Park City Water Service District are chartered under Utah law as separate governmental entities. However, this report includes the financial statements of these entities, since the City Council is the appointed board for all four agencies, they are financially accountable to the City, and management (below the level of the elected officials) of the City have operational responsibility for the activities of these entities.

The State of Utah, Summit County, Wasatch County, Park City School District, Park City Fire Protection District, Snyderville Basin Special Recreation District and Snyderville Basin Water Reclamation District are overlapping governments that provide services to City residents; however, they are separately controlled, and they are not financially accountable to the City; therefore, they are not included in this report.

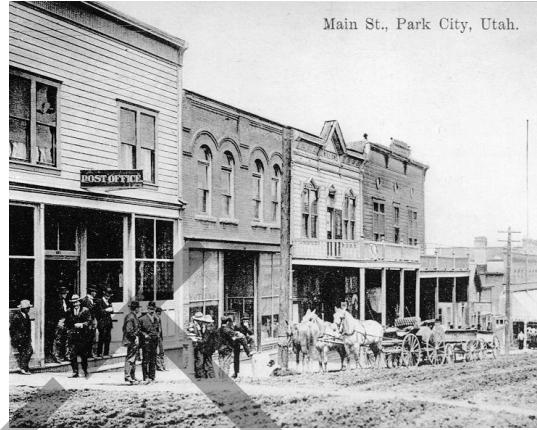
Budgetary Control

The City Council is required to adopt a final budget by no later than June 30 of the fiscal year. This annual budget serves as the foundation of the City's financial planning and control. Budgets are prepared for all governmental fund types including the general fund, capital improvements funds, special revenue funds, and debt service funds. The City Council approves all City budgets at the department level (general government, public safety, public works and recreation and library). Budgetary control is maintained at the department level where expenditures may not legally exceed appropriations. Department heads may make transfers within a department. The

City Council may amend the budget by ordinance during the budget year, but must hold a public hearing to increase a governmental fund's budget before it can pass the ordinance.

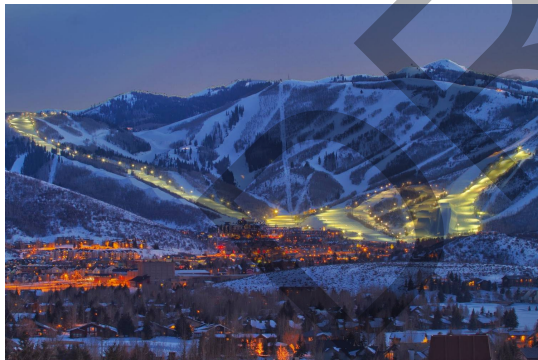
Local Economy

Park City is located in Summit County, Utah, in the heart of the Wasatch Mountains, 30 miles east of Salt Lake City and 40 minutes by freeway from the Salt Lake International Airport. In 1869, silver bearing quartz was discovered in the area, of what is now Park City, and a silver mining boom began. From the 1930's through the 1950's, the mining boom subsided due to the decline of silver prices, and Park City came very close to becoming a historic ghost town. During that time, the residents began to consider an alternative to mining, and began developing Park City into a resort town. Today Park City is one of the western United States premier multi-season resort communities with an area of twenty square miles and a permanent resident population of approximately 8,280.



World renowned skiing is the center of activity being complemented throughout the year with major activities and events, such as the Sundance Film Festival, Kimball Arts Festival, concerts, sporting events, along with a variety of other winter and summer related activities.

Tourism is the major industry in Park City, with skiing, lodging facilities and restaurants contributing significantly to the local economy. Park City is the home of two major ski resorts (Deer Valley Resort and Park City Mountain Resort) with a portion of the latter operating outside of municipal boundaries, formerly known as Canyons Resort. Vail Resorts acquired the Canyons Resort in 2013 and the Park City Mountain Resort in September of 2014. In July 2015, Vail linked these two resorts creating the largest skiing resort in the United States with over 7,300 acres of skiable terrain. Alterra Mountain Company acquired Deer Valley Resort in 2018.



In 2002, Salt Lake City hosted the 2002 Winter Olympic Games with two athletic venues in Park City and another just north of the City limits. Deer Valley Resort hosted the slalom, aerial, and mogul competitions; Park City Mountain Resort hosted the giant slalom, snowboarding slalom and snowboarding halfpipe; and the Utah Winter Sports Park (Summit County) hosted ski jumping, luge and bobsled events.

Deer Valley Resort and Park City Mountain Resort were two of three resorts that hosted the 2019 World Championships. For 21 years, Deer Valley has hosted international and world competitions. Deer Valley took second place as the best western family resort in North America in *Ski Magazine's* resort review of 2019's Top-Ranked Western Ski Resorts. Deer Valley ranked

first for best western ski resort for five consecutive years between 2007 and 2011. Additionally, Deer Valley has earned the distinction of the “Best U.S. Ski Resort by the World Ski Awards for six consecutive years.

Major employer-types in the City include accommodation and food service, arts/entertainment and recreation, retail trade, real estate, technical services and government. Unemployment data was unavailable for Park City; however, the Summit County unemployment rate is estimated at 2.7 percent. The current State of Utah rate is 2.8 percent and the national rate is 3.7 percent.

Economic Trends

Park City has seen strong growth over the years in the ski industry. Encouraging tourism and the ski industry are objectives for Park City, as well as for the State of Utah. With its close proximity to Salt Lake City and Salt Lake International Airport, Park City is a major contributor to these goals. Due to one of the best snow years on record, total statewide skier days were 5,125,441 up 23.6 percent from the 2017-2018 season and 12.0 percent higher than the state’s record of 4.58 million in 2016-2017. Skier days were up nearly 11.0 percent nationally from 53.3 million to 59.0 million.

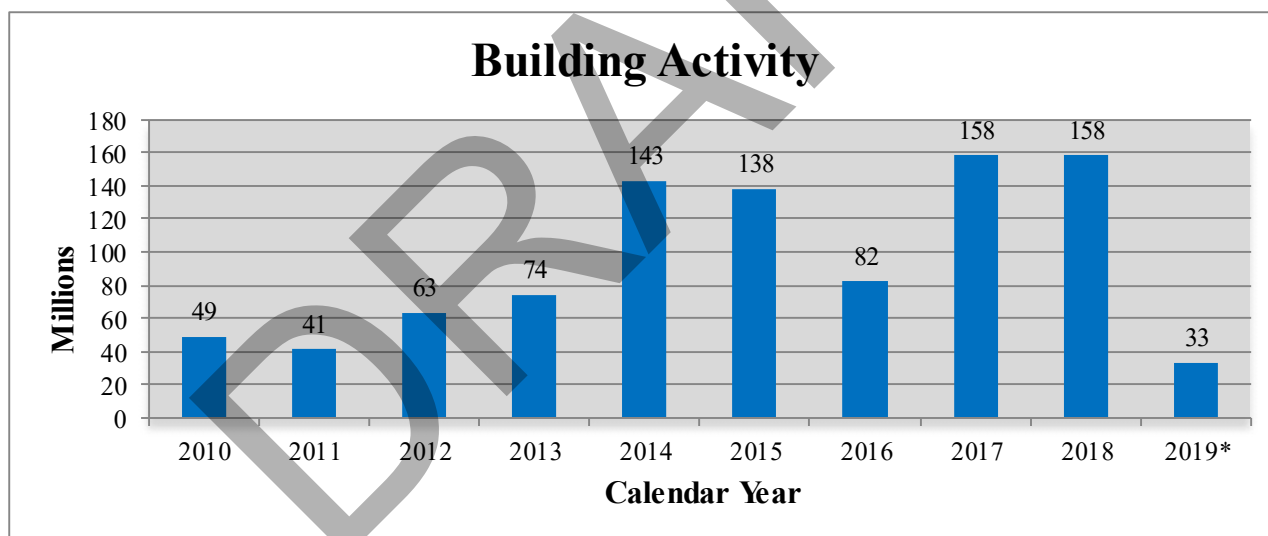
With the local economy dependent on tourism and skiing, employment in Park City tends to decline in the spring and summer months. The City has successfully mitigated this decline by diversifying recreational activities in the “off-season” and increasing special events. The City hosted the Triple Crown World Series baseball tournament for the seventeenth year. This event draws 34 teams from 9 different states. Park City is a popular venue for Tour of Utah, one of the top professional cycling events in North America. Autumn Aloft is a popular, free, two-day festival launching dozens of balloons at once, creating a rainbow of colors in the sky set against the beautiful fall colors of Park City.

The service population is significant due to the number of secondary homeowners and visitors within Park City. The City has approximately 149 restaurants, 224 shops, 35 private art centers and a community-sponsored art center. Many of Park City’s restaurants are award winning and among the finest in the intermountain west. The Chamber of Commerce estimates that the city has a nightly rental capacity for 27,422 guests (please see Schedule 24 of the Statistical Section of this report).

The Sundance Film Festival made its 38th annual appearance in Park City in January 2019. A recent study by Y2 Analytics revealed that the 2019 festival generated an overall economic impact of \$182.5 million GDP for the State of Utah, slightly down from the 2018 festival record of \$191.6. Sundance and Park City Municipal Corporation have formally agreed that Park City will remain festival headquarters through the 2026 film festival and, importantly, Sundance is planning to erect a new headquarters building for the Sundance Institute located in the “Arts and Culture District” of Bonanza Park. The Festival presents high quality, independent films. Nationally known actors, directors, writers and other members of the film industry conduct and attend workshops, classes, seminars, dinners and premiers that are open to the public. The cultural event attracted at least 122,000 attendees, down slightly from 2018 attendance of at least 124,000 with approximately 43,550 attendees coming from out of state.

The Kimball Arts Center sponsored its 49th annual three-day Park City Arts Festival in August 2018. The Park City Arts Festival is Utah’s oldest and the longest running arts festival in the West. This event attracted an estimated 49,921 visitors, a decrease of 6.5 percent over the previous year. The festival featured 227 of North America’s top artists. This is one of the most attended annual events in Utah and includes an art auction and gala and a 5K run for the arts. Kimball Arts Center is also planning to build a new facility in the future “Arts and Culture District” of Bonanza Park.

Closely connected to the tourism and ski industries in Park City is the real estate industry. During the past ten years, building activity within the City has fluctuated from a low of \$40.9 million in 2011, because of the recession, to a high of \$158.2 million in 2017. Building activity over the last decade has averaged \$97.4 million per year. In the first six months of calendar year 2019, 87.9 percent of the \$33.5 million in building activity has been in residential construction. The remaining 12.1 percent consists of commercial construction. The residential construction total valuation of approximately \$29.4 million consisted of both single and multi-family homes. Easy access to Salt Lake City has intensified the role for Park City as a bedroom community. The current economy has continued to show emphasis of new construction of single family homes and remodeling and expanding of commercial buildings.



* The 2019 number is from January 2019 through June 2019 only. For activity by fiscal year, please see Schedule 26 of the Statistical Section.

According to the latest statistics by the Park City Board of Realtors, residential lots sold in Park City range from an average of \$621,667 in the Lower Deer Valley area to an average of \$4,000,000 for lots in the Empire Pass area. Condominiums range in average sales price from \$267,978 to \$2,903,422, depending upon location. Depending upon the area, single-family homes range from an average sales price of \$1,061,887 to \$9,097,500. Overall, the volume of single-family homes sold was up 13.0 percent and the median sales price increased by 7.0 percent, over the same period last year. In contrast, condominium sales showed a volume decrease of 2.0 percent, and the median sales price decreased 4.0 percent as compared to the same period last year.

Long-term Financial Planning

Insurance – The City maintains a health and dental insurance plan through Regence Blue Cross Blue Shield of Utah. Each year Regence examines the City’s use of the plan and its total costs to Regence and then determines the price for the following year. In fiscal year 2019, the City experienced no change in plan costs. The benefits committee reviews the annual increases and makes a recommendation on any premium increases or policy changes on an annual basis. The City offers a high-deductible medical plan in addition to the traditional plans. The City also offers a discount on premiums to employees if they participate in a wellness program, which requires annual physicals, regular dental visits, and other various activities to promote a healthy lifestyle.

Sales Tax – Park City depends on sales tax revenue to fund City services. Sales tax also helps to fund the infrastructure to support special events and tourism. Of the 8.85 percent sales tax on general purchases in Park City, the municipality levies a 1.0 percent local option sales tax, a 0.25 county option sales tax, a combined 1.05 percent transit tax, a 0.1 county cultural tax, a 1.1 percent resort community tax and a 0.5 percent additional resort community sales and use tax.

Relevant Financial Policies

Budgeting for Outcomes – The City employs a Budgeting for Outcomes (BFO) process that focuses on Council priorities and objectives as the driving factor for determining the annual budget. BFO provides a comprehensive review of the entire organization, identifying every program offered and associated cost, evaluating the relevance of every program based upon the community's priorities and, ultimately, guiding elected and appointed officials to the policy questions they can answer with the information gained from the process. The City is confident that the BFO process provides the tools needed to build a budget that reflects the City’s values and needs.

The BFO process is just part of the process the City employs in the development of the budget in Park City. The other distinctive part of the process is the utilization of cross-departmental staff teams for the development of the budget recommendations. The Results Team develops the operating budget recommendation and the Capital Improvement Plan Committee creates the capital budget recommendation. These two budgets are then presented to the City Manager. Next, the Finance Manager; Human Resources Manager; Capital Budgets, Debts & Grants Manager; Operating Budget Manager and the City Manager hold a Budget Summit to collectively take a comprehensive review of the budget and discuss any outstanding issues. The result of this collaborative process and the participation of more than 50 members of the organization is the City Manager’s Recommended Budget.

Property Tax – A property tax comparison that normalized tax rates across 50 states, including the District of Columbia, ranked states by property tax rate. Utah was consistently amongst the lower in the nation, ranking between 40 and 50. Summit County has the lowest average effective property tax rate in the state. The Property Tax Act provides that all taxable property must be assessed and taxed at a uniform and equal rate on the basis of its fair market value by January 1 of each year. Summit County levies, collects, and distributes property taxes for Park City and all

other taxing jurisdictions within the County. Primary residences are taxed at 55 percent of the assessed value while secondary residences are taxed at 100 percent of the assessed value. The budget for fiscal year 2019 was adopted with no property tax increase.

Major Initiatives

Net Zero Energy Goal by 2032 – Park City became one of the latest in a series of mountain communities to commit to 100 percent renewable electricity. Park City has pledged that the City’s electricity would come entirely from renewable sources by 2032. This announcement comes on the heels of a similar pledge from Salt Lake City, Utah and a recent commitment from Boulder, Colorado to transition to renewable electricity, showing that mountain communities are taking control of their energy future. As part of the net zero goals, in October 2019, Park City hosted Mountain Towns 2030, a coalition of mountain towns committed to achieving ambitious carbon reduction goals by 2030, for the inaugural MT2030 Net Zero Summit.

Electric Bike-Share Program – In partnership with Summit County, Park City launched its third season of the electric bike-share program. Since the inception of the program in 2017, riders traveled more than 55,000 miles. To meet increasing demand, the City added 11 new docking stations and 40 bikes for a total of 19 stations and 128 bikes. The stations are located through Park City including: Deer Valley Transit Circle, North City Park, Park City Municipal Athletic and Recreation Center (PC MARC), Summit County Health Department and Upper Main Street. Additional locations in Summit County include: Synderville Basin Recreation, Willow Creek Park, Silver Springs Drive, Summit County Justice Center, Ecker Hill Park and Ride and Jeremy Ranch Park and Ride. If Park City residents and tourists continue to respond well to the all-electric bike-share program, it will be a great step for the community to mitigate traffic congestion and become more environmentally sustainable, and a great example for cities looking to accomplish these same goals.



Electric Bus System – Park City became the first mountain resort community in the country, and the first city in the state, to operate a zero-emission, all-electric bus system. The buses are faster and more efficient than diesel-fueled buses with an operating cost of approximately \$0.19 a mile. On many routes, buses run every ten minutes from 7:00 a.m. to midnight, seven days a week during peak season. The City added five electric buses and chargers to expand electric bus service to multiple bus routes in addition to the route between Kimball Junction and Park City Old Town Transit Center.

Kamas Commuter – As part of a five-year transit plan, Park City, in partnership with Summit County, extended to bus service to Kamas Valley in the summer of 2017. Since then, the Kamas Commuter service has exceeded expectations for ridership and the route was expanded to seven days a week in November 2018. The buses run in the mornings and evenings with stops along State Road 248 and the Kamas Valley.

Affordable Housing – City Council is committed to making Park City a thriving mountain community through accessible and diverse housing with the goal of adding 800 housing units to the City’s affordable/attainable housing inventory by 2026. In 2019, the City constructed 11 units to add to the City’s inventory (seven homes with four studio units attached) located on Woodside Avenue. Substantial construction on the 11 units was completed on July 15, 2019, and sale of the units is expected by December 2019. Additionally, in March of 2019, the City approved the Master Planned Development application for Woodside Park Phase II, which will consist of 59 units, 52 of which will be affordable housing units.

Update on Major Projects

Water Projects – Water quality and delivery continue to be a top priority for Park City. With the rate of development that has occurred over the past few years, future water needs have been identified and the cost of these improvements is being fairly distributed between users and new development. Capital spending in the Water Fund is reflective of the City’s continuing commitment to secure Park City’s water needs through improvements to the City’s water infrastructure. The Water Fund Financial Model is reviewed and updated annually to assess the long-range operating and capital needs of the system and to determine future water rate increases and bonding needs. Additionally, the City continues to improve the culinary water system with funds from the five-year Capital Improvement Plan, an account with an approximate value of \$5.2 million. In 2019, in order to comply with State regulations that allows the City to discharge water draining from the Judge and Spiro mine tunnels into McLeod and Silver Creeks, the City began construction of the Three Kings Water Treatment Plant to replace the existing Spiro plant, which was built in the 1990’s. The new plant will also increase overall water supply resiliency, peak day capacity, water quality and reliability into the future.

Arts & Culture District – Park City purchased a 5.25-acre parcel in Bonanza Park to create the Park City Arts & Culture District. Funds for the purchase, development, and maintenance will be generated by overnight visitors via a 1.0 percent municipal transient room tax. No additional taxes will be assessed on Park City residents. Sundance Institute and the Kimball Art Center have signed letters of intent to purchase land in the new district from the City and will participate in a joint planning process, with the goal of building venues as part of the district. Through the joint planning process, the City will strive to create a district that inspires creative expression while ensuring design compatibility and compliance with the General Plan and Land Management Code. This will allow Park City to collaboratively shape the future of the Bonanza Park area by partnering to develop a sustainable, walkable, livable and vibrant community Arts & Culture District. Redevelopment of the area is expected to begin in Spring 2020.

Pedestrian Tunnel – In May of 2019, Park City began construction of a pedestrian tunnel on SR-248 near Park City High School and Cooke Drive. The tunnel will help alleviate traffic congestion, improve circulation, provide safe access for all users and enhance access to trails and transit. Completion of the tunnel is expected in November of 2019.

Awards and Acknowledgements

Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to Park City Municipal Corporation for its comprehensive annual financial report for the fiscal year ended June 30, 2018. In order to receive the Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that our current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to GFOA to determine its eligibility for another certificate.

Park City Municipal Corporation also received the Distinguished Budget Presentation Award from the GFOA for the City's adopted budget for the biennium period beginning July 1, 2019. The City has won this award for fiscal years 1992 and 1993 and the biennium periods beginning 1993, 1997, 1999, 2001, 2003, 2005, 2007, 2009, 2011, 2013, 2014, 2016 and, most recently, 2018. In order to qualify for the award program, the City's budget document was judged proficient in several categories, including policy documentation, financial planning, and organization.

The preparation of this report on a timely basis could not have been accomplished without the efficient and dedicated services of the staff of the Finance and Accounting Department. We would like to express our appreciation to Piercy Bowler Taylor & Kern, certified public accountants, for their professional service and assistance. We would also like to thank the Mayor and members of the City Council for their interest and support in planning and conducting the financial operation of the City in a responsible and progressive manner.

Respectfully submitted,


Matt Dias, Acting City Manager


Mindy Finlinson, Finance Manager

PARK CITY MUNICIPAL CORPORATION, UTAH

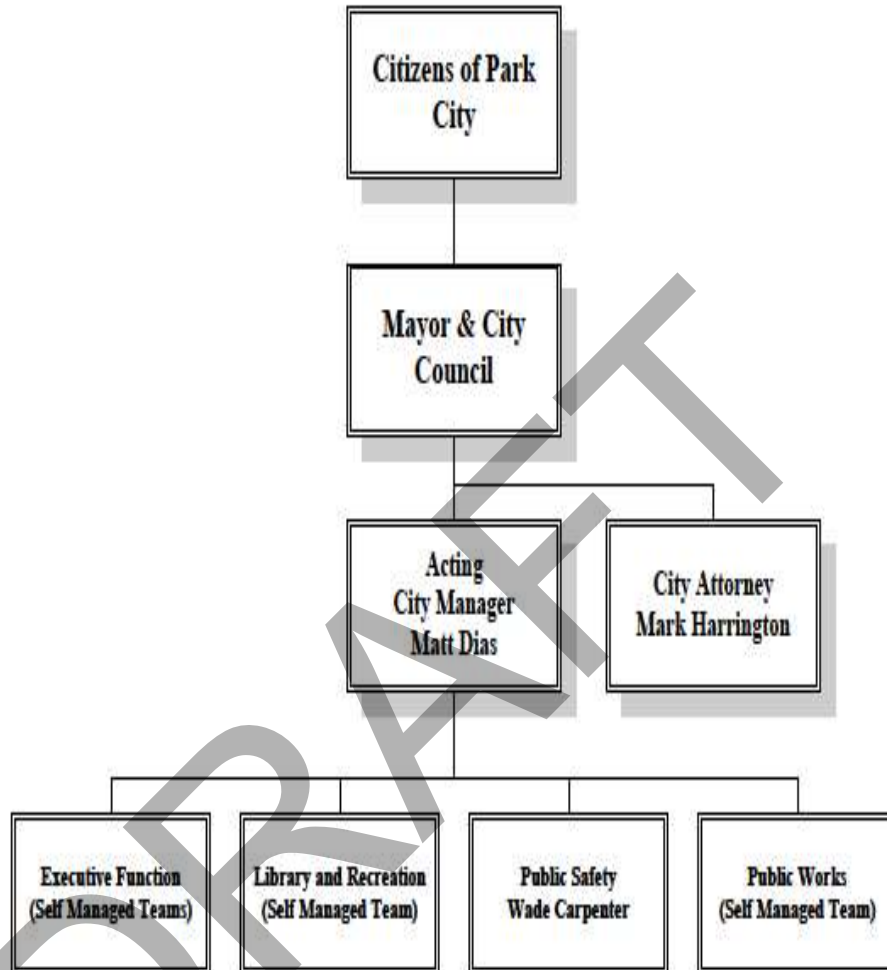
Park City Municipal Building
445 Marsac Avenue
Park City, Utah 84060

MAYOR AND CITY COUNCIL AS OF JUNE 30, 2019

Name	Term Expires
Mayor	
Andy Beerman <i>445 Marsac Avenue Park City, Utah 84060</i>	January 2022
Councilors	
Tim Henney <i>PO Box 3927 Park City, Utah 84060</i>	January 2022
Steven Joyce <i>1776 Park Ave, Ste. 4 Park City, Utah 84060</i>	January 2022
Lynn Ware <i>2844 Holiday Ranch Loop Park City, Utah 84060</i>	January 2020
Nannette Worel <i>3412 Solamere Drive Park City, Utah 84060</i>	January 2020
Rebecca Gerber <i>PO Box 744 Park City, Utah 84060</i>	January 2020

Matt Dias, Acting City Manager
Mark Harrington, City Attorney
Mindy Finlinson, Finance Manager

PARK CITY MUNICIPAL CORPORATION, UTAH



The above organizational structure also accurately depicts the Park City Redevelopment Agency, the Park City Municipal Building Authority, the Park City Housing Authority and the Park City Water Service District structure.



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Park City Municipal Corporation
Utah

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

June 30, 2018

Christopher P. Morill

Executive Director/CEO

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FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT ON FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

Members of the City Council
Park City Municipal Corporation, Utah

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Park City Municipal Corporation (the City) as of and for the year ended June 30, 2019, and the budgetary comparison information for the general fund and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

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

Management's Responsibility for the Financial Statements. Management is responsible for the preparation and fair presentation of the basic 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 basic financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility. Our responsibility is to express an opinion on the basic financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement.

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 basic financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof, and the budgetary comparison information for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters. Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, postemployment benefits other than pensions, schedule of funding progress, proportionate share of the collective net pension liability information, proportionate share of statutorily required pension contribution information and on pages 4-20 and 87-89 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information. Our audit was conducted for the purpose of forming our opinion on the financial statements that collectively comprise the City's basic financial statements. The introductory section, other supplementary information, as listed in the table of contents, statistical section and schedule of business license fees are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The other supplementary information, as listed in the table of contents, is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the other supplementary information as listed in the table of contents is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section, statistical section and schedule of business license fees have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by *Government Auditing Standards*. In accordance with *Government Auditing Standards*, we have also issued our report dated December 20, 2019, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Salt Lake City, Utah
December 20, 2019

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED)
June 30, 2019

The following narrative is presented to facilitate a better understanding of the City's financial position and results of operations for the year ended June 30, 2019. When read in conjunction with the letter of transmittal and the notes to the financial statements, the financial highlights, overview and analysis should assist the reader to gain a more complete knowledge of the City's financial performance.

FINANCIAL HIGHLIGHTS

- The City's government-wide net position (the amount by which assets and deferred outflows exceed liabilities and deferred inflows) as of June 30, 2019, was \$386,253,888. Of this amount, \$65,169,526 (unrestricted net position) is available to meet ongoing financial obligations.
- The City's government-wide net position increased by \$21,664,104. Of this amount, business-type activities increased by \$5,638,453, a rise of 4.6 percent, and the governmental activities increased by \$16,025,651 a rise of 6.6 percent when compared to last fiscal year.
- The City's governmental funds reported a combined ending fund balance of \$91,799,543 an increase of \$28.7 million (45.6 percent) compared to the beginning of this year's fund balance amount. The increase in fund balance in comparison to last fiscal year is attributable to increases in committed and restricted fund balance for capital projects. Of the combined total fund balance, \$8,705,419 is available for spending at the discretion of the City (unassigned fund balance).
- The General Fund is the primary operating fund of the City. The unassigned fund balance of the General Fund at June 30, 2019, totaled \$8,705,419 and is 24.7 percent of the General Fund total revenues for the year and 9.5 percent of total governmental fund balance.
- The City's total debt had a net increase of \$60,230,000 during fiscal year 2019. This represents a 48.2 percent increase over the prior year, which is attributable to the issuance of the 2019 Sales Tax Bonds and 2019 General Obligation Bonds combined with the effect of the normal reduction in principal balances from required debt service payments.

OVERVIEW OF THE FINANCIAL STATEMENTS

The financial section of this report includes four parts: 1) the independent auditors' report on financial statements and supplementary information; 2) this segment, management's discussion and analysis; 3) the basic financial statements; and 4) supplementary information. Within the basic financial statements are two distinct types of financial statements, 1) the government-wide financial statements, and 2) the fund financial statements. The notes to the financial statements are also an integral part of the basic financial statements. The City's basic financial statements are presented in accordance with Governmental Accounting Standards Board Statement No. 34 (GASB 34), *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, as amended.

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

Immediately following the notes to the financial statements, the supplementary information includes balance sheets and income statements for nonmajor governmental funds, internal service funds, as well as other budgetary information.

Government-wide Financial Statements: The government-wide financial statements provide a view of City finances as a whole, similar to a private-sector business. These statements include the Statement of Net Position and the Statement of Activities.

The **Statement of Net Position** includes all of the City's assets, liabilities, and deferred inflows and outflows of resources, with the difference reported as net position. Net position (and the related change in net position from year to year) is probably the most important financial measurement to enable understanding of the financial position of the City, and whether financial position improves or deteriorates each year. To assess the overall health of the City, additional non-financial factors such as changes in the property tax base, the condition of the City's infrastructure, etc. should be considered.

The **Statement of Activities** shows how the City's net position changed as a result of its operations during the most recent fiscal year. To understand the basis of how these numbers are determined, it is important to note that changes in net position are reported whenever an event occurs that requires a revenue or expense to be recognized, regardless of when the related cash is received or disbursed (the accrual basis of accounting). For example, most revenues are reported when the revenues are legally due, even though they may not be collected for some time after that date; and an obligation to pay a supplier is reported as an expense when the goods or services are received, even though the bill may not be paid until sometime later.

There are two distinct types of activities reflected in the government-wide statements: 1) governmental activities; and 2) business-type activities. Governmental activities are those supported primarily by taxes and intergovernmental revenues, while business-type activities are those in which all costs (or at least a significant portion of costs) are intended to be recovered through user fees and charges. The governmental activities for the City include General Government (Council, Mayor, City Attorney, Human Resources, Technical Services, Budget, Debt and Grants, Building, Economy, Community, Environment, Planning, Engineering, Finance, Quinns Recreation Complex and Non-departmental); Public Safety (Police and Communications Center); Public Works (Streets, Snow Removal, Parks, Building Maintenance); Library and Recreation. The business-type activities include Water, Stormwater, Transportation and Parking, and Golf. The Park City Municipal Building Authority, the Park City Redevelopment Agency, the Park City Housing Authority and the Park City Water Service District are chartered under Utah law as separate governmental entities. However, the government-wide financial statements include the financial statements of these entities, since the City Council is the appointed board for all four agencies, and these entities are financially accountable to the City. The government-wide financial statements can be found on pages 22-23 of this report.

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

Fund Financial Statements: The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues and expenditures, or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based on the purposes for which the funds are to be spent as well as by how the activities are to be controlled. The three broad categories of funds are: governmental funds, proprietary funds and fiduciary funds.

Governmental Funds – At the fund level, the focus is on changes in short-term spendable resources and the balance available to spend, rather than the long-term focus used for determining government-wide numbers. Because the focus is so different between fund statements and government-wide statements, reconciliation between the two types of statements is necessary to understand how the numbers differ. Such reconciliations are provided for the reader on pages 26 and 28. The City has four governmental type funds. These are the general fund, special revenue funds, the debt service funds and the capital projects funds. Four of these are considered major funds: General Fund, Sales Tax Revenue and Refunding Debt Service Fund, Park City General Obligation Debt Service Fund and Capital Projects Improvement Fund. The basic governmental fund financial statements can be found on pages 25-29. A summary of other funds (nonmajor funds) is combined into one “Nonmajor Governmental Funds” column. The composition of the nonmajor funds is shown in the combining statements later in the report in the supplementary information section on pages 90-100.

- The **General Fund** is used to account for all financial resources of the City that are not accounted for by a separate specialized fund. More specifically, the general fund is used to account for ordinary operations such as collection of tax revenues and general government expenditures. The City adopts an annual appropriated budget for the general fund. On page 29, a budgetary comparison statement has been provided for the general fund to demonstrate budgetary compliance.
- **Special Revenue Funds** are used to account for specific revenue sources that are restricted to expenditures for specific purposes.
- **Debt Service Funds** are used to account for the accumulation of resources for the payment of general obligation bonds, special assessment bonds and sales tax revenue and refunding bonds. Therefore, this fund is set up to accumulate the resources used to pay both the interest and principal on bond debt.
- **Capital Projects Funds** are used to account for financial resources to be used for the acquisition or construction of major capital improvements. These funds do not account for capital improvements financed by the proprietary funds.

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

Proprietary Funds – These funds provide the same type of information as the government-wide financial statements, only in more detail. The City uses both enterprise funds and internal service funds. The basic proprietary fund financial statements can be found on pages 31-35 of this report.

- **Enterprise Funds** are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes. The City currently operates enterprise funds for the City-owned water system, stormwater system, public transportation system (bus and trolley system), paid parking system and golf course.
- **Internal Service Funds** are used to account for the central financing of goods or services provided to various departments of the City or other governments on a cost-reimbursement basis. The City currently has two internal service funds. The Fleet Services Fund provides vehicle storage, repair and maintenance. The Self-Insurance Fund was established to allow the City to supplement its regular insurance coverage. Because both of these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements. The combining statements for internal service funds can be found on pages 102-104 of this report.

Fiduciary Funds – These funds are used for assets the City receives wherein the City has temporary custody. Custodial funds are used to account for assets held by the City as an agent for individuals, private organizations, other governments and/or other funds and do not involve measurement of results of operations (assets equal liabilities). The basic fiduciary fund financial statements can be found on pages 37-38 of this report.

Notes to the Financial Statements contain additional information important to gain a complete understanding of the information contained in the government-wide and fund financial statements. Notes to the financial statements are located after the basic financial statements as listed in the table of contents.

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

FINANCIAL ANALYSIS OF THE CITY AS A WHOLE

Net position – The following table presents summary information from the Statement of Net Position for the years ended June 30, 2019 and 2018.

	Governmental Activities		Business-Type Activities		Total		Total % Change
	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>	
Current and other assets	\$ 123.9	\$ 91.4	\$ 26.4	\$ 29.8	\$ 150.3	\$ 121.2	24.0%
Capital assets	341.6	279.1	139.9	133.6	481.5	412.7	16.7%
Total assets	<u>465.5</u>	<u>370.5</u>	<u>166.3</u>	<u>163.4</u>	<u>631.8</u>	<u>533.9</u>	<u>18.3%</u>
Total deferred outflows of resources	<u>5.2</u>	<u>5.3</u>	<u>2.2</u>	<u>2.1</u>	<u>7.4</u>	<u>7.4</u>	<u>0.5%</u>
Long-term debt	171.1	98.2	32.3	35.8	203.4	134.0	51.8%
Other liabilities	17.2	11.1	7.6	5.2	24.8	16.3	51.9%
Total liabilities	<u>188.3</u>	<u>109.3</u>	<u>39.9</u>	<u>41.0</u>	<u>228.2</u>	<u>150.3</u>	<u>51.8%</u>
Total deferred inflows of resources	<u>24.7</u>	<u>24.8</u>	<u>0.1</u>	<u>1.6</u>	<u>24.8</u>	<u>26.4</u>	<u>-6.1%</u>
Net position							
Net investment in capital assets	200.3	190.0	113.5	104.3	313.8	294.3	6.6%
Restricted	7.3	6.7	-	-	7.3	6.7	9.0%
Unrestricted	50.2	45.0	15.0	18.6	65.2	63.6	2.5%
Total net position	<u>\$ 257.7</u>	<u>\$ 241.7</u>	<u>\$ 128.5</u>	<u>\$ 122.9</u>	<u>\$ 386.2</u>	<u>\$ 364.6</u>	<u>5.9%</u>

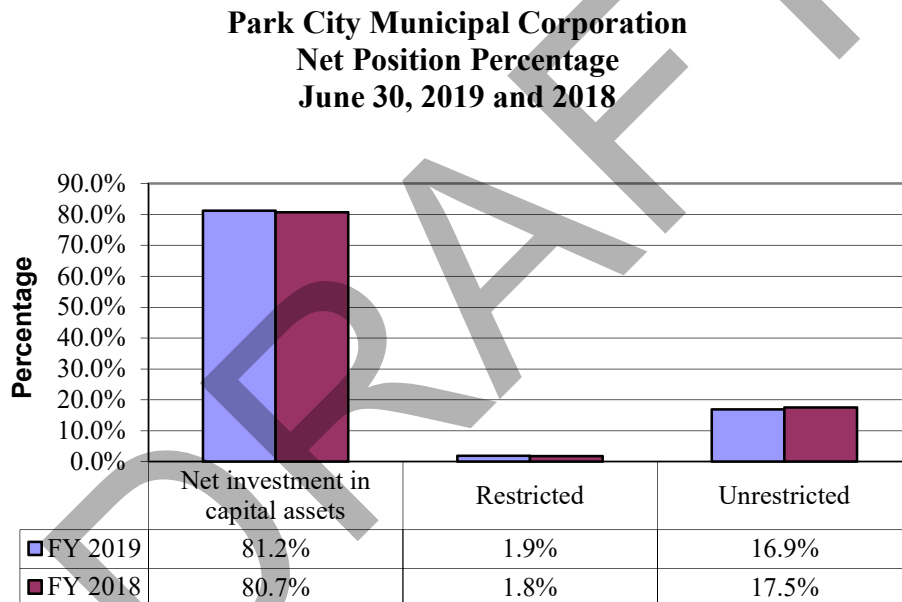
As noted earlier, net position may serve over time as a useful indicator of a government's financial position. At June 30, 2019, the City's assets and deferred outflows exceeded liabilities and deferred inflows by approximately \$386.2 million (net position), compared to \$364.6 million at June 30, 2018. This would indicate an improved financial position in comparison to last fiscal year. Approximately 81.2 percent at June 30, 2019, and 80.7 percent at June 30, 2018, of these amounts are represented by the investment in capital assets, less debt still outstanding relating to acquisition of those assets (see subsections explaining capital assets and debt below). Due to the nature of these assets (long-term assets which are not readily convertible to liquid assets) they are not considered to be available for spending or appropriation. Although the City's investment in capital assets is reported net of related debt, it should be understood that the repayment of this debt does not come from the capital assets themselves, but comes from other resources. The increase in the City's net investment in capital assets of \$19.5 million was primarily due to the purchase of Treasure Hill, combined with routine acquisitions of capital assets, repayments of the related debt and depreciation expense.

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

Restricted net position of \$7.3 million at June 30, 2019, and \$6.7 million at June 30, 2018 represents resources that are subject to external restrictions on how they may be used. The increase in restricted net position of \$0.6 million reflects an increase in the amount restricted for capital projects.

The other sub-classification of net position is unrestricted. The balance of approximately \$65.2 million at June 30, 2019, which is unrestricted, denotes that this amount may be used to meet general, on-going financial obligations without constraints established by debt covenants or other legal requirements. Unrestricted net position increased \$1.6 million from last fiscal year. The reasons for this overall increase are discussed in the following sections for governmental activities and business-type activities.

The following graph depicts the percentage of restricted and unrestricted net position as discussed above.



PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

Changes in Net Position - As taken from the Statement of Activities, the following table depicts the changes in net position for fiscal years 2019 and 2018.

Park City Municipal Corporation
Summary of Changes in Net Position
(in millions of dollars)

	Governmental Activities		Business-Type Activities		Total		
	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>	<u>Total % Change</u>
Revenues							
Program Revenues							
Charges for services	\$ 7.0	\$ 6.3	\$ 32.4	\$ 30.2	\$ 39.4	\$ 36.5	7.9%
Operating grants and contributions	0.2	0.2	-	2.3	0.2	2.5	-92.0%
Capital grants and contributions	1.6	9.0	6.5	2.4	8.1	11.4	-28.9%
General Revenues							
Property Tax	21.5	21.1	-	-	21.5	21.1	1.9%
Other Taxes	26.4	23.5	6.1	5.6	32.5	29.1	11.7%
Investment earnings	2.3	1.1	0.6	0.4	2.9	1.5	93.3%
Other	3.0	1.8	(0.2)	0.5	2.8	2.3	21.7%
Total revenues	62.0	63.0	45.4	41.4	107.4	104.4	2.9%
Expenses							
General government	23.8	21.8	-	-	23.8	21.8	9.2%
Public safety	6.7	6.7	-	-	6.7	6.7	0.0%
Public works	6.9	7.2	-	-	6.9	7.2	-4.2%
Library and recreation	5.7	5.7	-	-	5.7	5.7	0.0%
Interest on long-term debt	3.6	2.6	-	-	3.6	2.6	38.5%
Water	-	-	13.6	13.3	13.6	13.3	2.3%
Stormwater	-	-	1.5	0.9	1.5	0.9	66.7%
Transportation and parking	-	-	22.5	19.4	22.5	19.4	16.0%
Golf course	-	-	1.5	1.7	1.5	1.7	-11.8%
Total expenses	46.7	44.0	39.1	35.3	85.8	79.3	8.2%
Increase in net position before transfers	15.3	19.0	6.3	6.1	21.6	25.1	-13.9%
Transfers	0.7	0.7	(0.7)	(0.7)	-	-	0.0%
Increase in net position	16.0	19.7	5.6	5.4	21.6	25.1	-13.9%
Net position beginning	241.7	222.0	122.9	117.5	364.6	339.5	7.4%
Net position ending	<u>\$ 257.7</u>	<u>\$ 241.7</u>	<u>\$ 128.5</u>	<u>\$ 122.9</u>	<u>\$ 386.2</u>	<u>\$ 364.6</u>	<u>5.9%</u>

Net position increased from governmental activities in fiscal year 2019 approximately \$16.0 million and increased \$19.7 million in fiscal year 2018. The increase is primarily from increased resort and sales taxes. Expenses for governmental activities increased \$2.7 million. The reasons for this increase are discussed in the following section for governmental activities.

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

Net position increased \$5.6 million in fiscal year 2019 and increased \$5.4 million in 2018 for business-type activities. The revenues for business-type activities increased \$4.0 million mostly due to an increase in capital grants and contributions. Expenses for business-type activities increased \$3.8 million. The reasons for this increase are discussed in the following section for business-type activities.

Revenues – For the year ended June 30, 2019, the City's government-wide total revenues are approximately \$107.4 million as compared to the prior year total revenues of \$104.4 million.

Key elements of this change were as follows:

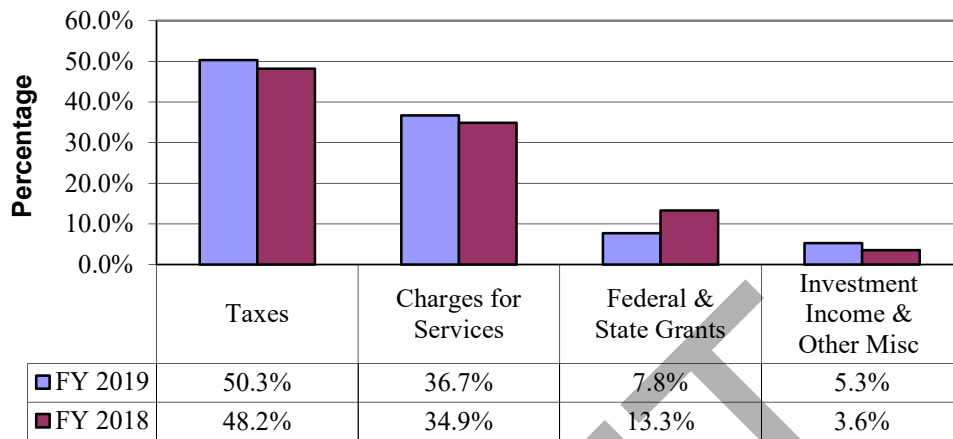
- Of the City's total revenues, approximately 50.2 percent in fiscal year 2019 and 48.2 percent in fiscal year 2018 resulted from taxes, of which the majority was from general sales and use taxes and resort taxes as shown in the following table:

	Tax Revenues		Total % Change
	2019	2018	
Property tax, levied for general purposes	\$ 15.5	\$ 14.7	5.44%
Property tax, levied for debt service	6.0	6.4	-6.25%
General sales and use tax	12.5	11.5	8.70%
Franchise tax	3.2	3.1	3.23%
Resort tax	16.7	14.5	15.17%
Total	<u>\$ 53.9</u>	<u>\$ 50.2</u>	<u>7.37%</u>

- Charges for services increased in fiscal year 2019 approximately \$2.9 million and increased from 34.9 percent of total revenues in fiscal year 2018 to 36.7 percent in fiscal year 2019. The \$2.9 million increase was primarily due to an increase in water fees, stormwater fees, transportation and parking fees, and increased licensing and permit fees.
- Operating and capital contributions and grants decreased to 7.8 percent of total revenues in fiscal year 2019 as compared to 13.3 percent in fiscal year 2018. This was a result of a decrease in capital grants in governmental activities.
- Investment and other income, which is a combination of interest earnings and changes in the fair value of investments, and other miscellaneous income sources increased to 5.3 percent of total revenues in fiscal year 2019 from 3.6 percent in fiscal year 2018. The \$1.9 million increase was due to an increase in investment earnings in fiscal year 2019.

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

Government-Wide Revenues by Source
June 30, 2019 and 2018



Expenses – The City’s government-wide total expenses cover a range of services. For the year ended June 30, 2019, the City’s total expenses are \$85.8 million compared to the prior year of \$79.3 million. Of the \$6.5 million increase, general government expenses increased \$2.0 million, primarily due to an increase in debt service, public safety remained the same, public works decreased \$0.3 million, library and recreation remained the same and interest on long-term debt increased \$1.0 million. Business-type activities increased \$3.8 million, primarily due to an increase in salaries and benefits.

Governmental Activities:

The City’s governmental activities increased net position by \$16.0 million. Key elements of this increase were as follows:

Revenue Highlights:

- Taxes comprise the largest source of revenue for the City’s governmental activities: Approximately \$47.9 million or 77.2 percent in fiscal year 2019 and \$44.6 million or 70.8 percent in fiscal year 2018 of total revenues from governmental activities. The \$3.3 million increase is the combination of the increased receipts of sales, resort and property taxes. Of total taxes, real property taxes are approximately \$21.5 million (44.9 percent) in fiscal year 2019 and \$21.1 million (47.3 percent) in fiscal year 2018.
- Charges for services increased to \$7.0 million or 11.3 percent of total revenues in fiscal year 2019 from \$6.3 million or 10.0 percent of total revenues in fiscal year 2018. The increase in 2019 was a result of increased licensing and permit fees and recreational activity fees.
- Grant and contribution revenue represents approximately \$1.8 million or 2.9 percent in fiscal year 2019 and \$9.2 million or 14.6 percent in fiscal year 2018 of total revenues. The \$7.4 million decrease was the result of a significant prior fiscal year capital grants and contributions

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

for the purchase of the Mine Bench and Marsac 100 properties, no such contributions were made in the current fiscal year.

Expense Highlights:

- General government expenses of \$23.8 million in fiscal year 2019 and \$21.8 million in fiscal year 2018 represented 50.8 percent in fiscal year 2019 and 49.5 percent in fiscal year 2018 of total expenses from governmental activities. General government includes City Council, Mayor, City Attorney, Human Resources, Technical and Customer Services, Budget, Debt and Grants, Building, Economy, Community and Environment, Planning, Engineering, Finance, Quinns Recreation Complex, Lower Park Avenue Redevelopment Agency, Main Street Redevelopment Agency, and Non-departmental.
- Public Safety expenses were \$6.7 million or 14.4 percent in fiscal year 2019 and \$6.7 million or 15.3 percent in fiscal year 2018 of total expenses from government activities.
- Public Works expenses were \$6.9 million or 14.8 percent in fiscal year 2019 and \$7.2 million or 16.4 percent in fiscal year 2018 of total expenses from government activities.
- Library and Recreation expenses were \$5.7 million or 12.3 percent in fiscal year 2019 and \$5.7 million or 13.0 percent in fiscal year 2018 of total expenses from government activities.

As a result, total net expenses that were funded by general revenues were \$37.9 million. Tax revenues of \$47.9 million were sufficient to fund net expenses in fiscal year 2019.

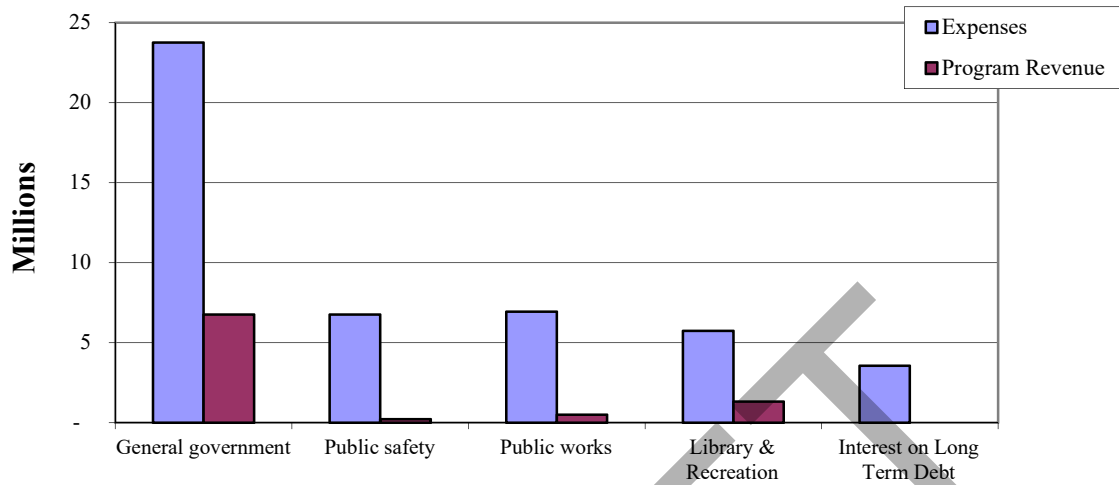
The following presents the costs and net costs (total cost less fees generated by the activities and intergovernmental aid) of the City's programs:

Park City Municipal Corporation
Costs of Governmental Activities
(in millions of dollars)

	<u>Total Cost of Services</u>		<u>Net Cost of Services</u>		<u>Total % Change</u>
	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>	
General government	\$ 23.8	\$ 21.8	\$ 17.0	\$ 8.5	100.0%
Public safety	6.7	6.7	6.5	6.6	-1.5%
Public works	6.9	7.2	6.4	6.6	-3.0%
Library and recreation	5.7	5.7	4.4	4.3	2.3%
Interest on long term debt	3.6	2.6	3.6	2.5	44.0%
Total	<u>\$ 46.7</u>	<u>\$ 44.0</u>	<u>\$ 37.9</u>	<u>\$ 28.5</u>	<u>33.0%</u>

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

Expense and Program Revenue-Governmental Activities*
Fiscal Year 2019



*See page 23

Business-type Activities:

The City's business-type activities increased net position by \$5.6 million. Key elements of this increase were as follows:

Revenue Highlights:

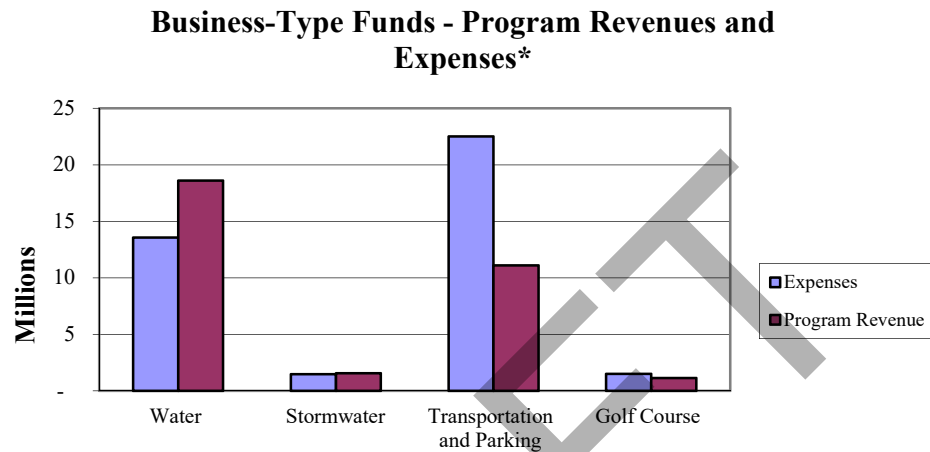
- Charges for services for business-type activities increased approximately \$2.2 million in fiscal year 2019 primarily due to transportation and parking fees.
- Operating and capital grants and contributions increased approximately \$1.8 million from fiscal year 2018 to fiscal year 2019. The increase was primarily due to an increase in capital grants received in fiscal year 2019.
- Combined general sales and use tax and transit resort tax increased approximately \$0.5 million from fiscal year 2018 to fiscal year 2019. The increase in fiscal year 2019 is primarily attributable to a 0.25 percent increase to the transit tax in 2019.

Expense Highlights:

- Salaries and benefits increased by \$2.3 million in 2019. The Transportation and Parking Fund accounted for \$1.8 million of the increase, which was due to an increase in the number of full-time benefited and part-time positions. The Storm Water Fund accounted for \$0.5 million of the increase, which was due to an increase in the number of full-time benefited and part-time positions.

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

- Supplies, maintenance and services increased by \$0.5 million in fiscal year 2019, which consisted of a \$0.9 million increase in parking system software subscriptions and a \$0.4 million decrease in capital improvement projects.
- Energy and utilities decreased \$0.3 million in fiscal year 2019.



*See Page 23

FINANCIAL ANALYSIS OF THE CITY'S FUNDS

Governmental Funds: The focus of the City's governmental funds is to provide information on near-term inflows, outflows and balances of resources available for appropriation. Such information is useful in assessing the City's financing requirements. GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, establishes criteria for classifying fund balances into specifically defined classifications and clarifies definitions for governmental funds. GASB Statement No. 54 requires that the fund balances be classified into categories based upon the type of restrictions imposed on the use of funds. The City classified fund balances into the following five categories: nonspendable, restricted, committed, assigned and unassigned. In particular, unassigned fund balance is a useful measure of the City's net resources available for spending at the end of the fiscal year. More detailed information about GASB Statement No. 54 is presented in Note A, Section 5, on page 45.

As of June 30, 2019, the aggregate fund balance of the City's governmental funds was \$91.8 million, an increase of \$28.7 million in comparison with the fiscal year ended June 30, 2018. In fiscal year 2019, approximately \$8.7 million or 9.5 percent of this amount is in unassigned fund balance. Unassigned fund balance category is available for appropriation by the City Council at their discretion.

Nonspendable fund balance includes amounts that cannot be spent because they are either not in spendable form or legally or contractually required to remain intact. Nonspendable fund balance is approximately \$0.6 million in fiscal year 2019 and \$0.1 million in fiscal year 2018.

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

Restricted fund balance has externally enforceable limitations on use and is not available for new spending. Restricted fund balance is approximately \$32.4 million in fiscal year 2019 and \$12.9 million in fiscal year 2018. Restricted capital improvement funds will be used to pay for several large dollar construction projects in future fiscal years.

The remainder of the fund balance of \$50.1 million is committed. Of the \$50.1 million committed fund balance, \$45.5 million is committed to capital projects, \$2.1 million is committed to debt service and \$2.5 million is committed to economic development. In fiscal year 2018 committed fund balance was approximately \$42.4 million and 38.9 million was committed to capital projects, \$1.9 million to debt service, and \$1.6 million to economic development.

The General Fund is the principal operating fund of the City. Utah State code establishes a 5.0 percent minimum (\$1,760,133) and a 25.0 percent maximum (\$8,800,665) limit to the amount that may be accumulated as the fund balance in the General Fund. As of June 30, 2019 the unassigned fund balance of the General Fund was \$8,705,419 and was \$95,246 below the 25.0 percent limit. The unassigned fund balance increased by \$975,186 in 2019. The unassigned fund balance in fiscal year 2018 increased \$232,956.

As of June 30, 2019, the restricted fund balance in the Capital Improvements Fund was \$7.1 million and the committed fund balance was \$40.5 million. In fiscal year 2018 the restricted fund balance was \$6.6 million and the committed fund balance was \$34.3 million. The \$6.2 million increase in committed fund balances resulted from a significant increase in debt issuance offset by capital outlay.

Proprietary Funds: The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Net position of the City's enterprise funds totaled approximately \$128.4 million at June 30, 2019, as compared to \$122.7 million at the end of fiscal year 2018. Net position at the end of fiscal year 2019 and 2018 for each of these funds were:

Park City Municipal Corporation
Proprietary Funds

<u>Fund</u>	<u>Amount</u>		<u>Change</u>
	<u>2019</u>	<u>2018</u>	
Water	\$ 68,359,651	\$ 62,169,461	\$ 6,190,190
Stormwater	8,550,597	8,429,678	120,919
Transportation and parking	48,611,174	49,239,872	(628,698)
Golf course	2,892,126	2,866,893	25,233
Total	<u>\$ 128,413,548</u>	<u>\$ 122,705,904</u>	<u>\$ 5,707,644</u>

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

The net increase in net position from the prior year was \$5.7 million as compared to an increase of \$5.1 million in fiscal year 2018. Operating revenues increased \$2.2 million as compared to an increase of \$5.6 million in fiscal year 2018. The Transportation and Parking Fund operating revenues increased \$1.2 million attributable to increases in parking meter and regional transit revenue. The Water and Stormwater Fund operating revenues increased \$1.0 million, collectively due to an increase in fees. The Golf Fund operating revenues remained flat.

Water Fund net investment in capital assets increased by \$7.1 million and unrestricted net position decreased by \$1.0 million resulting in a net increase of total net position of \$6.1 million. The increase in net investment in capital assets was due to the net of acquisition of capital assets, repayment of related debt, and depreciation expense.

Stormwater Fund net investment in capital assets decreased by \$0.1 million, restricted net position remained the same and unrestricted net position increased by \$0.3 million resulting in a net increase of total net position of \$0.2 million. The increase was due to an increase in fees.

Transportation and Parking Fund net investment in capital assets increased by \$2.5 million in fiscal year 2019 primarily due to the purchase of five new electric buses. Unrestricted net position decreased \$3.1 million resulting in a net decrease of total net position of \$0.6 million.

Golf Fund net investment in capital assets decreased by \$0.2 million. The decrease was due to regular depreciation expense. Unrestricted net position increased \$0.2 million resulting in a total net position that remained the same.

GENERAL FUND BUDGETARY HIGHLIGHTS

Park City budgets for full-time regular positions at the maximum wage each position could earn for a full 40 hours per week for 52 weeks. However, due to vacant positions and some employees being paid below the maximum allowed for a position, at any given time during the year, the City spends approximately 7.0 percent less than is budgeted for personnel. This is referred to as the vacancy factor. The majority of the adjustments in the budget this fiscal year were due to the vacancy factor.

Differences between the original budget and the final amended budget for expenditures of \$0.6 million (net increase) can be briefly summarized as follows:

- \$0.3 million increase in appropriations for general government was due to salaries and benefits including lump merit awards and vacancy factor allocations.
- \$0.3 million increase in public safety for parts and maintenance supplies.

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

Total actual expenditures came in \$2.0 million below the final budget. All departments remained within their legal spending authority. The differences between actual and the final budget can be briefly summarized as follows:

- The final budget was \$1.3 million more than the actual expenditures in general government. \$0.6 million of the variance is attributable to salaries and benefits, and \$0.7 million is attributable to parts and maintenance supplies.
- The final budget in public safety was \$0.5 million more than actual expenditures. \$0.1 million is attributable to salaries and benefits, and \$0.4 million of the variance is attributable to parts and maintenance supplies.
- The final budget was \$0.1 million more than actual expenditures in public works. The variance is attributable to salaries and benefits.
- The final budget was \$0.1 million more than actual expenditures in library and recreation. The variance is attributable to parts and maintenance supplies.

Actual revenues of \$35.2 million were \$1.6 million less than the budgeted revenues of \$36.8 million. See Note L-Budget Reconciliation on page 80 of this report.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets: The City's investment in capital assets for its governmental and business-type activities totaled \$481.5 million (net of \$218.1 million accumulated depreciation) at June 30, 2019, as compared to \$412.7 million (net of \$206.7 million accumulated depreciation) at June 30, 2018. This investment in capital assets includes land and water rights, buildings, improvements other than buildings, vehicles and equipment, art, intangibles, infrastructure and construction in progress.

Major capital asset additions during the year ended June 30, 2019 included:

Governmental Activities:

- \$4.1 million for Woodside Affordable housing project
- \$1.8 million for four parcels at 1302 Norfolk Ave.

Business-type Activities:

- \$4.6 million for Three Kings Water Treatment Plant
- \$3.7 million for five electric buses
- \$1.6 million for Golf Maintenance Building

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

Park City Municipal Corporation
Capital Assets
(net of accumulated depreciation, in millions of dollars)

	Governmental Activities		Business-Type Activities		Total		Total % Change
	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>	
Land and water rights	\$ 242.1	\$ 177.9	\$ 22.2	\$ 22.2	\$ 264.3	\$ 200.1	32.1%
Infrastructure	116.4	114.6	-	-	116.4	114.6	1.6%
Buildings	47.3	45.3	26.2	23.1	73.5	68.4	7.5%
Art	0.8	0.7	0.1	0.1	0.9	0.8	12.5%
Improvements other than buildings	41.7	41.4	112.6	111.4	154.3	152.8	1.0%
Vehicles and equipment	14.4	13.4	36.9	32.6	51.3	46.0	11.5%
Construction in progress	12.3	13.8	17.7	14.2	30.0	28.0	7.1%
Intangibles	8.8	8.6	0.1	0.1	8.9	8.7	2.3%
Accumulated depreciation	<u>(142.2)</u>	<u>(136.6)</u>	<u>(75.9)</u>	<u>(70.1)</u>	<u>(218.1)</u>	<u>(206.7)</u>	<u>5.5%</u>
Total Assets	<u>\$ 341.6</u>	<u>\$ 279.1</u>	<u>\$ 139.9</u>	<u>\$ 133.6</u>	<u>\$ 481.5</u>	<u>\$ 412.7</u>	<u>16.7%</u>

Additional information on the City's capital assets can be found in Note D-Capital Assets on pages 53-54 of this report.

Long-term Debt: At June 30, 2019, the City had \$202.1 million in bonds, an increase of 52.3 percent from fiscal year 2018. Of this amount \$91.6 million is considered to be general obligation debt and backed by the full faith and credit of the City. Debt that is secured solely by specific revenue sources is \$110.5 million.

The City's general obligation bonds were assigned a rating by Moody's of Aaa, and confirmed at AA+ by Standard and Poor's and AA+ by Fitch. Standard and Poor's has assigned a rating of AA- to the most recent Series 2015, 2017 and 2019 Sales Tax Revenue Bonds. The City's 2013 and 2014 Water Revenue Bonds are rated Aa2 by Moody's and AA by Standard and Poor's. The City's long-term obligations for the fiscal years 2019 and 2018 were as follows:

Park City Municipal Corporation
Debt Outstanding
(in millions of dollars)

	Governmental Activities		Business-Type Activities		Total		Total % Change
	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>	<u>2019</u>	<u>2018</u>	
General obligation bonds	\$ 91.6	\$ 45.3	\$ -	\$ -	\$ 91.6	\$ 45.3	102.2%
Revenue bonds	78.6	52.0	31.9	35.4	110.5	87.4	26.4%
Total debt	<u>\$ 170.2</u>	<u>\$ 97.3</u>	<u>\$ 31.9</u>	<u>\$ 35.4</u>	<u>\$ 202.1</u>	<u>\$ 132.7</u>	<u>52.3%</u>

PARK CITY MUNICIPAL CORPORATION, UTAH
MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED), Continued
June 30, 2019

The State of Utah mandates a general obligation debt limit of 4.0 percent of total assessed value of \$9,327,209,835. The current limitation for the City is \$373,088,393 which is significantly in excess of the City's outstanding general obligation debt. The City's net debt subject to this limitation was \$82,340,000 or 0.9 percent of total assessed value, leaving the amount available for future indebtedness at \$290,748,393. See Schedule 17 on page 123 of this report.

More detailed information about the City's long-term liabilities is presented in Note E-Long-term Obligations on pages 55-65 of this report.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

- The unemployment rate for Summit County (of which Park City is the largest city) was 2.7 percent compared with the State unemployment rate of 2.8 percent, and a national rate of 3.7 percent. This compares with a rate of 2.9 percent for Summit County in 2018. (Sources: Utah Dept. of Workforce Services and Bureau of Labor Statistics)
- The fiscal year 2020 City budget does not include a property tax increase. The City Council recently adopted the certified tax rate for the General Fund. In accordance with Utah Statutes, the certified tax rate is intended to generate the same amount of property tax revenue as was received the prior year plus revenue for "new growth" occurring in the City. All other revenue sources have been estimated on a conservative basis using a multi-year trend analysis and assuming no significant changes in the local economy. The City's approach to budgeting includes preparation of a five-year capital plan. The long-term nature of the City's financial planning system allows decision makers to better understand the true effect of policy decisions. One of the most powerful aspects of the multi-year financial planning is its capability to recognize trends over time and begin at an early point to consider the necessary steps to alter the long-term forecasted position of the City.
- The rates and fees for most services remained constant for fiscal year 2020 compared with the prior fiscal year. The most significant changes in rates were in the Water and Stormwater Funds. In the Water Fund the water base rate was increased 3.0 percent, a 13.0 percent increase to the irrigation base rate. The energy surcharge remained flat at \$0.55 per 1,000 gallons from prior year. In the Stormwater Fund the Equivalent Surface Unit (ESU) charge increased 3.0 percent, a \$0.18 increase. The City anticipates rate increases each year over the next several years in order to provide adequate working capital necessary to maintain the water and stormwater systems.

Contacting City Management

This financial report is designed to give its readers a general overview of the City's finances. Questions regarding any information contained in this report or requests for additional financial information should be addressed to Park City Municipal Corporation, Finance and Accounting Department at P.O. Box 1480, Park City, Utah 84060-1480.

BASIC FINANCIAL STATEMENTS

Park City Municipal Corporation
Statement of Net Position
June 30, 2019

	Primary Government		
	Governmental Activities	Business-type Activities	Total
ASSETS			
Current assets:			
Cash, cash equivalents and investments	\$ 61,639,465	\$ 7,129,242	\$ 68,768,707
Restricted cash and cash equivalents, fiscal agent	25,157,630	5,237,136	30,394,766
Restricted cash, cash equivalents and investments, other	7,194,635	-	7,194,635
Taxes	27,561,565	617,724	28,179,289
Accounts	881,074	10,598,863	11,479,937
Notes	749,970	-	749,970
Inventories	247,748	616,976	864,724
Prepays	494,360	661,642	1,156,002
Internal balances	(27,968)	27,968	-
Total current assets	123,898,479	24,889,551	148,788,030
Noncurrent assets:			
Notes	18,386	-	18,386
Prepays	-	1,426,701	1,426,701
Land and water rights	242,115,989	22,245,188	264,361,177
Construction in progress	12,273,993	17,743,555	30,017,548
Art	780,119	109,214	889,333
Buildings	31,029,409	18,394,756	49,424,165
Improvements other than buildings	18,853,264	60,912,419	79,765,683
Vehicles and equipment	5,174,173	20,516,805	25,690,978
Infrastructure	22,956,314	-	22,956,314
Intangibles	8,465,753	20,295	8,486,048
Total noncurrent assets	341,667,400	141,368,933	483,036,333
Total assets	465,565,879	166,258,484	631,824,363
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows of resources related to pensions	5,204,131	2,230,525	7,434,656
Total deferred outflows of resources	5,204,131	2,230,525	7,434,656
Total assets and deferred outflows of resources	470,770,010	168,489,009	639,259,019
LIABILITIES			
Current liabilities:			
Accounts payable	2,581,031	3,385,187	5,966,218
Accrued liabilities	3,933,927	287,135	4,221,062
Compensated absences	649,558	264,096	913,654
General obligation bonds	5,910,000	-	5,910,000
Revenue bonds	4,625,000	3,410,000	8,035,000
Total current liabilities	17,699,516	7,346,418	25,045,934
Noncurrent liabilities:			
Compensated absences	205,652	107,752	313,404
General obligation bonds	85,722,655	-	85,722,655
Revenue bonds	73,980,090	28,496,489	102,476,579
Net pension liability	10,651,769	3,916,257	14,568,026
Total noncurrent liabilities	170,560,166	32,520,498	203,080,664
Total liabilities	188,259,682	39,866,916	228,126,598
DEFERRED INFLOWS OF RESOURCES			
Property taxes	23,863,826	-	23,863,826
Deferred gain on refunding	500,262	-	500,262
Deferred inflows of resources related to pensions	389,629	124,816	514,445
Total deferred inflows of resources	24,753,717	124,816	24,878,533
Total liabilities and deferred inflows of resources	213,013,399	39,991,732	253,005,131
NET POSITION			
Net investment in capital assets	200,327,763	113,503,024	313,830,787
Restricted for:			
Capital Projects	7,194,635	-	7,194,635
Other	58,940	-	58,940
Unrestricted	50,175,273	14,994,253	65,169,526
Total net position	\$ 257,756,611	\$ 128,497,277	\$ 386,253,888

The notes to the financial statements are an integral part of this statement.

Park City Municipal Corporation
Statement of Activities
For the Year Ended June 30, 2019

Functions/Programs	Net (Expense) Revenue and Changes in Net Position			
	Expenses	Program Revenues		Total
		Charges for Services	Operating Grants and Contributions	
Primary government:				
Governmental activities:				
General government	\$ 23,755,044	\$ 5,647,186	\$ 15,000	\$ (16,996,608)
Public safety	6,747,797	10	167,705	(6,531,558)
Public works	6,929,871	129,171	-	(6,442,760)
Library and recreation	5,729,844	1,203,836	12,837	(4,406,919)
Interest on long-term debt	3,558,591	-	-	(3,558,591)
Total governmental activities	46,721,147	6,980,203	195,542	(37,936,436)
Business-type activities:				
Golf Course Fund	1,488,121	1,131,283	-	(296,838)
Stormwater Fund	1,470,837	1,572,044	-	101,207
Transportation and Parking Fund	22,521,490	11,113,961	-	(7,031,331)
Water Fund	13,578,235	18,606,759	-	7,117,307
Total business-type activities	39,058,683	32,424,047	-	(109,655)
Total primary government	\$ 85,779,830	\$ 39,404,250	\$ 195,542	\$ (38,046,091)
General revenues:				
Property tax, levied for general purposes			15,499,965	15,499,965
Property tax, levied for debt service			6,036,374	6,036,374
General sales and use tax			6,403,710	12,532,041
Franchise tax			3,230,881	3,230,881
Resort tax			16,741,000	16,741,000
Investment earnings			2,297,088	2,878,988
Miscellaneous			2,963,178	3,432,176
Gain/(loss) on sale of capital assets			74,891	(641,230)
Transfers			715,000	-
Total general revenues, special items, and transfers			53,962,087	59,710,195
Change in net position			16,025,651	21,664,104
Net position - beginning			241,730,960	364,589,784
Net position - ending			\$ 257,756,611	\$ 386,253,888

The notes to the financial statements are an integral part of this statement.

GOVERNMENTAL FUNDS

Major Funds

General Fund - Accounts for all activities not accounted for by other funds of the City. The General Fund accounts for the normal recurring activities of the City, (*i.e.*, police, public works, library, recreation, general government, *etc.*). The principal sources of revenue for this fund are property taxes, sales and use taxes and franchise taxes.

Debt Service - Sales Tax Revenue and Refunding Bond Fund - Accounts for the accumulation of money for the repayment of the 2014A and B, 2015, 2017 and 2019 Sales Tax Revenue and Refunding Bonds.

Debt Service - Park City General Obligation Bond Fund - Accounts for the accumulation of money for the repayment of the 2008, 2009, 2010B, 2013A, 2014, 2017 and 2019 General Obligation Bonds. The principal source of revenue is property tax.

Capital Projects - Capital Improvements Fund - Accounts for the acquisition or construction of major capital projects not accounted for in the proprietary funds. The Capital Improvements Fund is used to account for capital projects of the City's general government.

Park City Municipal Corporation
Balance Sheet
Governmental Funds
June 30, 2019

ASSETS

Cash, cash equivalents and investments
 Restricted cash, cash equivalents and investments, fiscal agent
 Restricted cash, cash equivalents and investments, other
 Taxes
 Accounts
 Notes
 Interfund loan
 Other assets
 Prepaids
 Total assets

General Fund	Capital Improvements Fund	Sales Tax Revenue and Refunding Bonds Debt Service Fund	General Obligation Debt Service Fund	Total Nonmajor Funds	Total Governmental Funds
\$ 8,824,487	\$ 40,387,119	\$ 603,823	\$ 1,526,206	\$ 7,531,362	\$ 58,872,997
-	-	25,146,087	11,543	-	25,157,630
-	7,194,635	-	-	-	7,194,635
12,059,796	667,392	-	9,279,385	4,499,773	26,506,346
146,657	593,428	-	-	1,289	741,374
-	768,356	-	-	-	768,356
55,761	-	-	-	-	55,761
30,226	-	-	-	-	30,226
494,360	-	-	-	-	494,360
\$ 21,611,287	\$ 49,610,930	\$ 25,749,910	\$ 10,817,134	\$ 12,032,424	\$ 119,821,685

LIABILITIES

Accounts payable
 Accrued liabilities
 Total liabilities

\$ 988,450	\$ 1,165,909	-	\$ 999	\$ 49,123	\$ 2,204,481
1,129,718	-	-	-	-	1,129,718
2,118,168	1,165,909	-	999	49,123	3,334,199

DEFERRED INFLOWS OF RESOURCES

Unavailable revenue-property tax
 Unavailable revenue-notes
 Total deferred inflow of resources
 Total liabilities and deferred inflows of resources

10,092,652	-	-	9,279,385	4,491,789	23,863,826
55,761	768,356	-	-	-	824,117
10,148,413	768,356	-	9,279,385	4,491,789	24,687,943
12,266,581	1,934,265	-	9,280,384	4,540,912	28,022,142

FUND BALANCES

Nonspendable
 Deposits
 Interfund loan
 Inventory
 Restricted
 Capital projects
 Debt service
 Drug and tobacco enforcement
 Committed
 Capital projects funds
 Debt service funds
 Economic development
 Unassigned
 Total fund balances

494,360	-	-	-	-	494,360
55,761	-	-	-	-	55,761
30,226	-	-	-	-	30,226
-	7,194,635	24,504,653	-	-	31,699,288
-	-	641,434	11,543	-	652,977
58,940	-	-	-	-	58,940
-	40,482,030	-	-	4,974,305	45,456,335
-	-	603,823	1,525,207	-	2,129,030
-	-	-	-	2,517,207	2,517,207
8,705,419	-	-	-	-	8,705,419
\$ 9,344,706	\$ 47,676,665	\$ 25,749,910	\$ 1,536,750	\$ 7,491,512	\$ 91,799,543

Total liabilities and fund balances

\$ 21,611,287	\$ 49,610,930	\$ 25,749,910	\$ 10,817,134	\$ 12,032,424	\$ 119,821,685
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The notes to the financial statements are an integral part of this statement.

**Park City Municipal Corporation
Reconciliation of Balance Sheet
To the Statement of Net Position
June 30, 2019**

Fund balances of governmental funds		\$91,799,543
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not current financial resources and, therefore, are not reported in the funds.		341,649,014
Other long-term assets are not available to pay for current period expenditures and, therefore, are not reported in the funds.		
Taxes receivable	\$1,055,219	
Interest receivable	34,328	
		1,089,547
Internal service funds are used by management to charge the costs of certain activities, such as insurance to individual funds. The assets and liabilities of certain internal service funds are included in governmental activities in the statement of net position.		2,146,599
Certain items not accounted for as unavailable under accrual accounting.		658,022
Pollution remediation liability not reported in the funds.		(1,272,000)
Long-term liabilities, including bonds payable and net pension obligations, are not due and payable in the current period and, therefore, are not reported in the funds. Long-term liabilities at year-end consist of:		
Compensated absences	(789,792)	
Revenue bonds	(71,550,000)	
General obligation bonds	(82,340,000)	
Deferred bond premiums and discounts	(16,347,745)	
Deferred gain on debt refunding	(500,262)	
Accrued interest on the bonds	(1,346,390)	
Net pension liability	(9,964,206)	
		(182,838,395)
Deferred outflows and inflows of resources related to pensions are applicable to future periods and, therefore, are not reported in the funds.		
Deferred outflows of resources related to pensions	4,903,754	
Deferred inflows of resources related to pensions	(379,473)	
		4,524,281
Net position of governmental activities		<u>\$257,756,611</u>

The notes to the financial statements are an integral part of this statement.

Park City Municipal Corporation
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2019

	General Fund	Capital Improvements Fund	Sales Tax Revenue and Refunding Bonds Debt Service Fund	General Obligation Debt Service Fund	Total Nonmajor Funds	Total Governmental Funds
REVENUES						
Taxes and special assessments	\$ 26,658,241	\$ 11,017,088	\$ -	\$ 6,036,374	\$ 927,352	\$ 44,639,055
Licenses and permits	3,899,003	-	-	-	-	3,899,003
Intergovernmental	232,216	1,009,043	-	-	3,104,614	4,345,873
Charges for services	2,837,729	-	-	-	-	2,837,729
Fines and forfeitures	23,108	-	-	-	-	23,108
Investment income	530,733	1,276,689	341,062	2,575	146,030	2,297,089
Impact fees	-	620,441	-	-	-	620,441
Rental and other	172,703	3,500	-	-	-	176,203
Miscellaneous	848,928	426,527	-	48,857	-	1,324,312
Total revenues	35,202,661	14,353,288	341,062	6,087,806	4,177,996	60,162,813
EXPENDITURES						
Current:						
General government	16,175,897	-	-	-	-	16,175,897
Public safety	6,360,284	-	-	-	-	6,360,284
Public works	5,935,423	-	-	-	-	5,935,423
Library and recreation	4,367,960	-	-	-	-	4,367,960
Economic development	-	-	-	-	-	-
Debt service:	-	-	-	-	878,578	878,578
Interest	-	-	2,110,324	1,635,254	-	3,745,578
Principal retirement	-	-	3,240,000	8,340,000	-	11,580,000
Bond issuance costs	-	-	259,074	270,383	-	529,457
Capital outlay	-	68,571,349	-	-	1,562,155	70,133,504
Total expenditures	32,839,564	68,571,349	5,609,398	10,245,637	2,440,733	119,706,681
Excess (deficiency) of revenues over expenditures	2,363,097	(54,218,061)	(5,268,336)	(4,157,831)	1,737,263	(59,543,868)
OTHER FINANCING SOURCES (USES)						
Debt issuance	-	-	26,775,000	44,000,000	-	70,775,000
Refunding bonds issued	-	-	-	4,290,000	-	4,290,000
Premium on debt issuance	-	-	3,495,522	6,344,605	-	9,840,127
Premium on refunding bonds	-	-	-	482,659	-	482,659
Sale of capital assets	-	166,791	-	-	74,891	241,682
Transfers in	2,673,664	64,444,555	5,344,141	-	3,372,825	75,835,185
Transfers out	(3,617,445)	(3,669,062)	(11,993,364)	(50,094,149)	(3,812,501)	(73,186,521)
Total other financing sources (uses)	(943,781)	60,942,284	23,621,299	5,023,115	(364,785)	88,278,132
Net change in fund balances	1,419,316	6,724,223	18,352,963	865,284	1,372,478	28,734,264
Fund balances - beginning	7,925,390	40,952,442	7,396,947	671,466	6,119,034	63,065,279
Fund balances - ending	\$ 9,344,706	\$ 47,676,665	\$ 25,749,910	\$ 1,536,750	\$ 7,491,512	\$ 91,799,543

The notes to the financial statements are an integral part of this statement.

Park City Municipal Corporation
Reconciliation of the Statement of Revenues, Expenditures and Changes in
Fund Balances to the Statement of Activities
For the Year Ended June 30, 2019

Net change in fund balances - total governmental funds	\$28,734,264
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Amounts reported for governmental activities in the statement of net position are different because:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense.

Capital outlay	\$67,788,292	
Depreciation expense	(5,789,054)	
		61,999,238

In the statement of activities, only the gain or (loss) on the sale of capital assets is reported, whereas in the governmental funds, proceeds from sales increase financial resources.	(52,542)
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Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the governmental funds.

Donated capital assets	563,250	
Taxes receivable	192,161	
Interest receivable	1,236	
Unavailable revenue	(701,953)	
		54,694

Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Premiums and discounts associated with the issuance of debt are reported as other financing sources (uses) in the governmental funds, but in the statement of activities they are deferred and amortized throughout the period during which the related debt is outstanding. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces liabilities in the statement of net position.

Issuance of long-term debt	(75,065,000)	
Principal repayments of long-term debt	11,580,000	
Capitalization of premiums and discounts	(10,322,786)	
Amortization of bond premiums and discounts	949,761	
Capitalization of deferred inflows-gain on debt refunding	(385,000)	
		(73,243,025)

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	(750,737)
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Governmental funds report pension contributions as expenditures. However, in the statement of activities, the cost of pension benefits earned net of employee contributions is reported as pension expense.

Pension contributions	(3,404,775)	
Actuarial calculated pension expense	2,431,291	
		(973,484)

Internal service funds are used by management to charge the costs of certain activities, such as insurance and fleet management, to individual funds. Internal service fund net income of \$188,052 less amount allocated to business-type activities of \$83,729 and reversal of prior year allocation of (\$152,920).

	257,243
Change in net position of governmental activities	\$16,025,651

The notes to the financial statements are an integral part of this statement.

Park City Municipal Corporation
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
For the Year Ended June 30, 2019

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Taxes and special assessments	\$ 28,369,134	\$ 28,764,165	\$ 26,658,241	\$ (2,105,924)
Licenses and permits	3,461,000	3,565,000	3,899,003	334,003
Intergovernmental	182,000	189,955	232,216	42,261
Charges for services	3,007,000	3,425,881	2,837,729	(588,152)
Fines and forfeitures	29,000	21,000	23,108	2,108
Investment income	140,000	120,000	530,733	410,733
Rental and other	85,000	66,000	172,703	106,703
Miscellaneous	704,000	636,000	848,928	212,928
Total revenues	35,977,134	36,788,001	35,202,661	(1,585,340)
EXPENDITURES				
General government	17,048,202	17,509,543	16,175,897	1,333,646
Public safety	6,686,529	6,857,197	6,360,284	496,913
Public works	6,034,494	6,098,117	5,935,423	162,694
Library and recreation	4,546,439	4,438,359	4,367,960	70,399
Total expenditures	34,315,664	34,903,216	32,839,564	2,063,652
Excess of revenues over expenditures	1,661,470	1,884,785	2,363,097	478,312
OTHER FINANCING SOURCES (USES)				
Transfers in	2,673,663	2,673,664	2,673,664	-
Transfers out	(3,617,445)	(3,617,445)	(3,617,445)	-
Total other financing sources (uses)	(943,782)	(943,781)	(943,781)	-
Net change in fund balances	717,688	941,004	1,419,316	478,312
Fund balances - beginning	8,304,966	6,930,647	7,925,390	994,743
Fund balances - ending	\$ 9,022,654	\$ 7,871,651	\$ 9,344,706	\$ 1,473,055

The notes to the financial statements are an integral part of this statement.

PROPRIETARY FUNDS

Major Funds

Water Fund - Accounts for the operations of the City's water utility.

Stormwater Fund - Accounts for the operations of the City's storm water utility.

Transportation and Parking Fund - Accounts for the operations of the City's public transportation (bus and trolley) system and paid parking system.

Golf Course Fund - Accounts for the operations of the City's golf course.

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Park City Municipal Corporation
Statement of Net Position
Proprietary Funds
June 30, 2019

	Business-type Activities				Governmental Activities	
	Water Fund	Stormwater Fund	Golf Course Fund	Transportation and Parking Fund	Total Enterprise Funds	Internal Service Funds
ASSETS						
Current assets:						
Cash, cash equivalents and investments	\$ 4,876,235	\$ 958,797	\$ 729,636	\$ 564,574	\$ 7,129,242	\$ 2,766,468
Restricted cash, cash equivalents and investments, fiscal agent	5,237,136	-	-	-	5,237,136	-
Accounts receivable	2,265,109	158,949	12,561	8,162,244	10,598,863	97,583
Taxes receivable	-	-	-	617,724	617,724	-
Inventories	373,451	-	108,920	134,605	616,976	217,522
Prepays	-	-	-	661,642	661,642	-
Total current assets	12,751,931	1,117,746	851,117	10,140,789	24,861,583	3,081,573
Noncurrent assets:						
Prepays	-	-	-	1,426,701	1,426,701	-
Land and water rights	17,693,588	-	828,451	3,723,149	22,245,188	-
Buildings	3,660,682	-	1,671,486	20,909,160	26,241,328	-
Improvements other than buildings	87,825,861	15,410,295	1,728,630	7,617,521	112,582,307	-
Art	-	-	-	109,214	109,214	-
Vehicles and equipment	10,439,005	428,030	1,538,059	24,486,496	36,891,590	47,450
Construction in progress	16,482,252	-	-	1,261,303	17,743,555	-
Intangible	27,810	-	-	58,645	86,455	-
Accumulated depreciation and amortization	(45,169,709)	(8,006,690)	(3,458,857)	(19,322,149)	(75,957,405)	(47,450)
Total noncurrent assets	90,959,489	7,831,635	2,307,769	40,270,040	141,368,933	-
Total assets	103,711,420	8,949,381	3,158,886	50,410,829	166,230,516	3,081,573
DEFERRED OUTFLOWS OF RESOURCES						
Deferred outflows of resources related to pensions	652,830	271,352	79,535	1,226,808	2,230,525	300,377
Total deferred outflows of resources	652,830	271,352	79,535	1,226,808	2,230,525	300,377
Total assets and deferred outflows of resources	\$104,364,250	\$ 9,220,733	\$ 3,238,421	\$ 51,637,637	\$168,461,041	\$ 3,381,950
LIABILITIES						
Current liabilities:						
Interfund loan	-	-	31,654	-	31,654	-
Accounts payable	2,530,993	12,115	92,727	749,352	3,385,187	376,551
Accrued liabilities	150,652	12,559	24,917	99,007	287,135	11,934
Revenue bonds	3,410,000	-	-	-	3,410,000	-
Compensated absences	87,071	15,635	9,562	151,828	264,096	49,687
Total current liabilities	6,178,716	40,309	158,860	1,000,187	7,378,072	438,172
Noncurrent liabilities:						
Interfund loan	-	-	24,107	-	24,107	-
Revenue bonds	28,496,489	-	-	-	28,496,489	-
Net pension liability	1,276,606	602,402	146,328	1,890,921	3,916,257	687,563
Compensated absences	16,780	17,651	12,226	61,095	107,752	15,731
Total noncurrent liabilities	29,789,875	620,053	182,661	1,952,016	32,544,605	703,294
Total liabilities	35,968,591	660,362	341,521	2,952,203	39,922,677	1,141,466
DEFERRED INFLOWS OF RESOURCES						
Deferred inflows of resources related to pensions	36,008	9,774	4,774	74,260	124,816	10,156
Total deferred inflows of resources	36,008	9,774	4,774	74,260	124,816	10,156
Total liabilities and deferred inflows of resources	36,004,599	670,136	346,295	3,026,463	40,047,493	1,151,622
NET POSITION						
Net investment in capital assets	64,520,282	7,831,635	2,307,770	38,843,337	113,503,024	-
Unrestricted	3,839,369	718,962	584,356	9,767,837	14,910,524	2,230,328
Total net position	\$ 68,359,651	\$ 8,550,597	\$ 2,892,126	\$ 48,611,174	\$128,413,548	\$ 2,230,328

The notes to the financial statements are an integral part of this statement.

**Park City Municipal Corporation
Reconciliation of Enterprise Funds Net Position
To the Government-wide Statement of Net Position
June 30, 2019**

Net Position of enterprise funds	\$128,413,548
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Amounts reported for enterprise funds in the statement of net position are different because:

Certain internal service fund assets and liabilities included with business-type activities.

83,729

Net position of business-type activities

\$128,497,277

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Park City Municipal Corporation
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2019

	Business-type Activities				Governmental Activities	
	Water Fund	Stormwater Fund	Golf Course Fund	Transportation and Parking Fund	Total Enterprise Funds	Internal Service Funds
OPERATING REVENUES						
Charges for services	\$ 18,606,759	\$ 1,572,044	\$ 1,131,283	\$ 11,113,961	\$ 32,424,047	\$ 4,261,216
Miscellaneous	-	-	302,014	-	302,014	-
Total operating revenues	18,606,759	1,572,044	1,433,297	11,113,961	32,726,061	4,261,216
OPERATING EXPENSES						
Salaries and benefits	2,950,635	1,071,048	713,110	10,365,571	15,100,364	1,105,619
Supplies, maintenance and services	4,372,840	117,184	403,566	7,025,551	11,919,141	1,879,130
Energy and utilities	986,418	53,631	68,535	1,166,673	2,275,257	1,088,415
Depreciation and amortization	3,494,887	155,839	222,469	2,889,259	6,762,454	-
Total operating expenses	11,804,780	1,397,702	1,407,680	21,447,054	36,057,216	4,073,164
Operating income (loss)	6,801,979	174,342	25,617	(10,333,093)	(3,331,155)	188,052
NONOPERATING REVENUES (EXPENSES)						
Taxes and special assessments	-	-	-	6,128,331	6,128,331	-
Intergovernmental	-	-	60,000	-	60,000	-
Investment income	371,806	21,577	21,933	166,584	581,900	-
Miscellaneous	166,985	-	-	-	166,985	-
Gain on sale of capital assets	(726,800)	-	-	10,679	(716,121)	-
Interest expense	(997,342)	-	(1,271)	-	(998,613)	-
Total nonoperating revenues (expenses)	(1,185,351)	21,577	80,662	6,305,594	5,222,482	-
Income (loss) before contributions and transfers	5,616,628	195,919	106,279	(4,027,499)	1,891,327	188,052
Capital contributions	2,088,783	-	-	4,376,198	6,464,981	-
Transfers in	-	-	25,000	-	25,000	-
Transfers out	(1,515,221)	(75,000)	(106,046)	(977,397)	(2,673,664)	-
Change in net position	6,190,190	120,919	25,233	(628,698)	5,707,644	188,052
Total net position - beginning	62,169,461	8,429,678	2,866,893	49,239,872	122,705,904	2,042,276
Total net position - ending	\$ 68,359,651	\$ 8,550,597	\$ 2,892,126	\$ 48,611,174	\$ 128,413,548	\$ 2,230,328

The notes to the financial statements are an integral part of this statement.

Park City Municipal Corporation
Reconciliation of the Change in Net Position of Enterprise Funds to the Statement of Activities
For the Year Ended June 30, 2019

Net changes in net position - total enterprise funds	\$5,707,644
Amounts reported for enterprise fund activities in the statement of activities are different because:	
Internal service funds are used by management to charge the costs of certain activities, such as insurance and fleet management, to individual funds.	
Internal service fund net income of \$188,052 less amount allocated to governmental activities of \$104,323 and reversal of prior year allocation of \$152,920.	
	(69,191)
Change in net position of business-type activities	<u>\$5,638,453</u>

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Park City Municipal Corporation
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2019

CASH FLOWS FROM OPERATING ACTIVITIES

Cash receipts from customers
Payments to employees
Payments to suppliers
Net cash provided (used) by operating activities

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Transfers from other funds
Transfers to other funds
Transit and resort sales tax
Net cash provided (used) by noncapital financing activities

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Impact fees, contributions and grants
Acquisition and construction of capital assets
Principal paid on capital debt and interfund loan
Interest paid on capital debt and interfund loan
Proceeds from sales of capital assets
Federal subsidy on capital debt
Net cash provided (used) by capital and related financing activities

CASH FLOWS FROM INVESTING ACTIVITIES

Interest received by investing activities
Net cash provided (used) by investing activities
Net increase (decrease) in cash and cash equivalents
Balances - beginning of year
Balances - end of year

Reconciliation of operating income (loss) to net cash provided (used) by operating activities:

Operating income (loss)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:
Depreciation
Non-cash water interfund transfer to general fund
Pension Expense
Changes in assets and liabilities:
Accounts receivable
Inventory
Accounts and other payables
Accrued liabilities
Compensated absences
Net cash provided (used) by operating activities

NONCASH INVESTING, CAPITAL AND FINANCING ACTIVITIES

Included in investment income is an increase of \$25,314 in fair value for the year ended June 30, 2019.

The notes to the financial statements are an integral part of this statement.

	Business-type Activities - Enterprise Funds					Governmental Activities
	Water Fund	Stormwater Fund	Golf Course Fund	Transportation and Parking Fund	Total Enterprise Funds	
\$	18,254,863	\$ 1,557,043	\$ 1,420,916	\$ 9,475,133	\$ 30,707,955	\$ 4,260,893
	(2,884,391)	(865,360)	(775,140)	(10,353,642)	(14,878,533)	(1,033,900)
	(4,915,539)	(178,143)	(507,477)	(9,236,696)	(14,837,855)	(2,988,859)
	10,454,933	513,540	138,299	(10,115,205)	991,567	238,134
	-	-	25,000	-	25,000	-
	(800,221)	(75,000)	(106,046)	(977,397)	(1,958,664)	-
	-	-	-	6,049,389	6,049,389	-
	(800,221)	(75,000)	(81,046)	5,071,992	4,115,725	-
	2,088,783	-	60,000	3,231,082	5,379,865	-
	(7,684,500)	(10,695)	(14,906)	(5,354,954)	(13,064,855)	-
	(3,255,000)	-	(31,106)	-	(3,286,106)	-
	(1,255,251)	-	(1,271)	-	(1,256,522)	-
	(726,800)	-	-	10,679	(716,121)	-
	166,986	-	-	-	166,986	-
	(10,665,582)	(10,695)	12,717	(2,113,193)	(12,776,753)	-
	372,440	21,472	21,917	168,763	584,592	-
	372,440	21,472	21,917	168,763	584,592	-
	(638,430)	449,317	91,887	(6,987,643)	(7,084,869)	238,134
	10,751,801	509,480	637,749	7,552,217	19,451,247	2,528,334
	10,113,371	938,797	729,636	564,574	12,366,378	2,766,468
\$	6,801,979	\$ 174,342	\$ 25,617	\$ (10,333,093)	\$ (3,331,155)	\$ 188,052
	3,494,887	155,839	222,469	2,889,259	6,762,454	-
	(715,000)	-	-	-	(715,000)	-
	48,932	194,024	(61,181)	(50,482)	131,293	76,064
	197,302	(15,001)	(12,382)	(2,463,833)	(2,293,914)	(323)
	18,948	-	(9,741)	(126,105)	(116,898)	26,048
	590,573	(7,328)	(25,636)	(93,362)	464,247	(47,362)
	13,556	6,207	2,862	47,006	69,631	1,508
	3,756	5,457	(3,709)	15,405	20,909	(5,853)
\$	10,454,933	\$ 513,540	\$ 138,299	\$ (10,115,205)	\$ 991,567	\$ 238,134

FIDUCIARY FUND

Custodial Fund - Used to hold deposits and performance bonds from individuals, organizations and other governments.

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Park City Municipal Corporation
Statement of Fiduciary Net Position
June 30, 2019

	<u>Custodial Funds</u>
ASSETS	
Cash, cash equivalents and investments	\$ 3,329,036
Total assets	<u>3,329,036</u>
LIABILITIES	
Accounts payable and other liabilities	-
Total liabilities	<u>-</u>
NET POSITION	
Restricted for:	
Individuals, organizations, and other governments	3,329,036
Total net position	<u><u>\$ 3,329,036</u></u>

The notes to the financial statements are an integral part of this statement.

Park City Municipal Corporation
Statement of Changes in Fiduciary Net Position
For the Year Ended June 30, 2019

	<u>Custodial Funds</u>
ADDITIONS	
Contributions from individuals, organizations, and other governments	\$ 2,232,255
Total additions	<u>2,232,255</u>
DEDUCTIONS	
Refunds to individuals, organizations, and other governments	<u>1,271,719</u>
Total deductions	<u>1,271,719</u>
Net increase in fiduciary net position	<u>960,536</u>
Net Position -- beginning of the year	2,368,500
Net Position -- end of the year	<u><u>\$ 3,329,036</u></u>

The notes to the financial statements are an integral part of this statement.

NOTES TO THE FINANCIAL STATEMENTS

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statement follows.

1. General Information

The Park City Municipal Corporation (the City) is a municipal corporation governed by an elected mayor and five-member Council elected at large with staggered terms. The City was chartered March 15, 1884, under the provisions of the Utah Territorial Government. The Mayor is the administrative authority by statute; however, that responsibility has been delegated to the City Manager by City Ordinance. Therefore, the City operates under a Council-Manager form of government. The City provides the following services as authorized in its charter: public safety (police), highways and streets, cultural and recreational, library, public improvements, planning and zoning, public transportation, public utilities (water and stormwater), golf and general administrative services.

2. Reporting Entity

These financial statements include the City and its component units. The City has considered all potential component units for which it is financially accountable. The criteria to be considered in determining financial accountability have been set forth in the Governmental Accounting Standards Board's (GASB) Statement No. 61. These criteria include (1) substantively the same governing body, (2) the primary government and the component unit have a financial benefit or burden relationship, or (3) management (below the level of the elected officials) of the primary government have operational responsibility for the activities of the component unit.

Blended component units, although legally separate entities are so intertwined with the City that they are, in substance, the same as the City. They have the same governing board and provide services almost entirely to the City. They are reported as funds of the City. These are organizations for which the City is financially accountable, and the relationship with the City is significant enough that exclusions would possibly lead to misleading or incomplete financial statements.

Included in this report are the following blended component units:

The Park City Redevelopment Agency (RDA) was legally created by City ordinance pursuant to the Utah Limited Purpose Local Government Entities-Community Development and Renewal Agencies Act. The City Council is designated as the governing body of the RDA. The City has accountability for all fiscal and operating activities of the RDA. The RDA currently has two special revenue funds and two capital projects funds.

The Park City Municipal Building Authority (MBA) governing board is comprised of the same individuals as the City Council and was created to provide a mechanism for financing City facilities. The MBA acquires and/or builds facilities by borrowing money secured by a lease agreement between the City and the Authority. The MBA currently has a capital projects fund. The bond issuance authorizations are approved by the City Council and the legal liability for those bonds remains with the City.

The Park City Housing Authority (HA) governing board is comprised of the same individuals as the City Council and was created to accumulate funds for construction of affordable housing within the City. The City has accountability for all fiscal and operating activities of the HA.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

The Park City Water Service District (WSD) governing board is comprised of the same individuals as the City Council and was created to furnish municipal water service within the boundaries of the District. The City has accountability for all fiscal and operating activities of the WSD.

3. Government-wide and Fund Financial Statements

The government-wide financial statements (*i.e.*, the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the City. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Certain eliminations have been made as prescribed by Governmental Accounting Standards Board (GASB) Statement No. 34 for interfund activities. All internal balances in the statement of net position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the statement of activities, internal service fund transactions have been eliminated except interfund services provided and used by business-type activities, which are not eliminated.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

4. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Amounts received or recognized as a receivable at fiscal yearend are included in the financial statements as taxes receivable and deferred inflows of resources. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Property taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. Property taxes are recognized as revenues in the year for which they are levied. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The City reports the following major governmental funds:

The General Fund is the City's primary operating fund. It is used to account for all financial resources of the City not accounted for by a separate, specialized fund.

The Sales Tax Revenue and Refunding Bonds Debt Service Fund and the General Obligation Debt Service Fund are used to account for the accumulation of resources for the payment of sales tax revenue bonded debt and general obligation debt.

The Capital Improvements Fund is used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds, the Redevelopment Agencies or Municipal Building Authority).

The City reports the following major enterprise funds:

The Water Fund operates the water distribution system for residents of the City.

The Stormwater Fund operates the storm drain system for residents of the City.

The Transportation and Parking fund accounts for the operations of the City's public transportation (bus and trolley) system and paid parking system.

The Golf Fund accounts for the operations of the City's golf course.

Additionally, the City reports the following fund types:

Special Revenue Funds are used to account for specific revenue sources that are restricted to expenditures for specific purposes. The City currently has the Lower Park Avenue Redevelopment Agency and the Main Street Redevelopment Agency special revenue funds. These funds account for redevelopment activities that are supported by property tax increment.

Internal Service Funds are used to account for the central financing of goods or services provided to various departments of the City or other governments on a cost-reimbursement basis. The City currently has two internal service funds. The fleet services fund provides vehicle storage, repair and maintenance. The self-insurance fund was established to allow the City to supplement its regular insurance coverage as further explained in Note K – Risk Management.

Custodial Funds are used to account for the assets held by the City as a fiduciary activity. Custodial funds do not involve measurement of results of operations. The City currently has one custodial fund. The Park City Custodial Fund is used to hold deposits and performance bonds.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Proprietary funds distinguish *operating* revenues and expenses from *non-operating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise funds and of the internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

5. Assets, Liabilities, Deferred Outflows/Inflows of Resources and Net Position/Fund Balance

Cash, Cash Equivalents and Investments - Cash and investment management in the City is administered by the City Treasurer in accordance with the Utah Money Management Act, Section 51-7 of the Utah Code (see Note B). The City complies with GASB 72, *Fair Value Measurement and Application*. The statement requires certain investments to be reported at fair value and the change in fair value to be recognized as an increase or decrease to investment assets and investment income. The City's investment in the State Treasurer's Pool has a fair value approximately equal to the value of the pool shares. This pool is administered by the State of Utah and is regulated by the Money Management Council under provisions of the Utah State Money Management Act.

Capital Assets - Capital assets, which include property, plant, and equipment, infrastructure assets (e.g., roads, bridges, sidewalks, and similar items) and intangible assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets, other than infrastructure assets, are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. The government reports infrastructure assets on a network and subsystem basis. Accordingly, the amounts spent for the construction or acquisition of infrastructure assets are capitalized and reported in the government-wide financial statements regardless of their amount. In the case of the initial capitalization of general infrastructure assets (i.e., those reported by governmental activities) the government included all assets with acquisition dates as far back as June 30, 1980. Most of the City's infrastructure assets were valued at historical cost (when available) or estimated historical cost through back trending (i.e., estimating the current replacement cost of the infrastructure to be capitalized and using an appropriate price-level index to deflate the cost to the acquisition year or estimated acquisition year). As the City constructs or acquires additional capital assets each period, including infrastructure assets, they are capitalized and reported at historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Donated capital assets, donated works of art and similar items are recorded at acquisition value at the date of donation.

Art represents a collection of the City and is therefore not depreciated. Property, plant, equipment and intangible assets of the primary government are depreciated or amortized using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings and improvements	20-75
Public domain infrastructure	20-30
System infrastructure	20-30
Vehicles, equipment and intangibles	3-25

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Inventories and prepaid items - Inventories of supplies for the proprietary fund types consist principally of items used in repairing and maintaining the water distribution system and transportation equipment. Supplies inventories are valued at cost using the weighted average method. Inventory held for retail sale in the Golf Fund is valued at lower-of-cost or market using the first-in, first-out (FIFO) method. Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Long-term Obligations - In the government-wide financial statements, and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums, discounts and gains and losses on bond refunding, are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Gains and losses on bond refunding are reported as deferred inflows and outflows. Bond issuance costs are expensed in the period in which they are incurred. The unamortized bond premiums/discounts at June 30, 2019 for governmental activities were \$16,347,745 and \$711,488 for business-type activities and proprietary funds. In the fund financial statements, governmental fund types recognize bond premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as current expenditures.

Pensions - For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Utah Retirement Systems Pension Plan (URS) and additions to/deductions from URS's fiduciary net position have been determined on the same basis as they are reported by URS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Compensated Absences - Accumulated unpaid vacation is accrued based on the years of service of each employee. Vacation is accumulated on a monthly basis and is fully vested when earned. The maximum amount of accumulated accrued vacation hours is determined by the length of service of each employee according to the following schedule:

0 to 5 years	192 hours
5 to 10 years	240 hours
10 plus years	288 hours

Accumulated vacation cannot exceed these limits at the end of any calendar year and any vacation in excess of this amount is forfeited. At retirement, death, or termination in good standing, all unpaid vacation that has been accrued, up to the above limits, is paid. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. There is no liability for unpaid accumulated sick leave since the City does not have a policy to pay any amounts when employees separate from service.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Deferred Outflows of Resources or Deferred Inflows of Resources - In addition to assets, the statement of financial position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then. The City reports the deferred charge on refunding in the government-wide statement of net position and the proprietary fund statement of net position. The deferred charge on refunding resulted from the difference in the carrying value of the refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. In accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*, the government-wide statement of net position and the proprietary fund statement of net position report deferred outflows of resources related to pensions.

In addition to liabilities, the statement of financial position reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and will not be recognized as an inflow of resources (revenue) until that time. The City has items which qualify for reporting in this category. The governmental funds report unavailable revenue from property taxes and notes receivable. The government-wide statement of net position reports deferred inflows from property taxes, pension related items and deferred gain on refunding of debt. Property taxes are deferred and recognized as an inflow of resources in the following fiscal year to correspond with the period in which the taxes are levied. The deferred gain on refunding resulted from the difference in the carrying value of the refunded debt and its reacquisition price. The proprietary fund statement of net position reports items related to pensions.

Net Position Flow Assumption – Sometimes the City will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted-net position and unrestricted-net position in the government-wide and proprietary fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the City's policy to consider restricted-net position to have been depleted before unrestricted-net position is applied.

Fund Balance – Fund balances presented in the governmental fund financial statements represent the difference between assets and liabilities. GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, establishes criteria for classifying fund balances into specifically defined classifications and clarifies definitions for governmental funds. GASB Statement No. 54 requires that the fund balances be classified into categories based upon the type of restrictions imposed on the use of funds. The City evaluated each of its funds at June 30, 2019, and classified fund balances into the following five categories:

Nonspendable - Amounts that cannot be spent because they are (1) not in spendable form, such as prepaid items, inventories and long-term receivables for which the payment of proceeds are not restricted or committed with respect to the nature of the specific expenditures of that fund or (2) legally or contractually required to be maintained intact.

Restricted - Amounts that are restricted by external parties such as creditors or imposed by grants, laws or regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The City has legislative restrictions on amounts collected and reported in the City's various governmental funds. As a result, these restrictions have been classified as restricted for capital projects, debt service and drug and tobacco enforcement.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

Committed - Amounts that can only be used for specific purposes pursuant to constraints imposed by formal action (ordinance) of the entity's "highest level of decision-making authority", which the City considers to be the Park City Municipal City Council. Commitments may be changed by the government by taking the same action that imposed the constraint initially.

Assigned - Amounts that have been allocated by action of the Park City Municipal City Council through a resolution in which the City's intent is to use the funds for a specific purpose, but that do not meet the criteria to be classified as restricted or committed.

Unassigned - Amounts that constitute the residual balances that have no restrictions placed upon them. If restrictions exceed available resources only deficit amounts are reported in the unassigned category. The general fund is the only fund that reports a positive unassigned balance.

The City reduces restricted amounts first when expenditures are incurred for purposes for which both restricted and unrestricted (committed, assigned or unassigned) amounts are available. The City reduces committed amounts first, followed by assigned amounts and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

The City does not have a minimum fund balance policy. *Utah Code* 10-6-116(4) requires that a minimum fund balance of 5.0 percent of total revenues be maintained in the general fund.

Restricted Assets – Certain proceeds of the City's Water Revenue and Refunding Bonds, as well as certain resources set aside for their repayment, are classified as restricted assets on the proprietary funds' statement of net position because they are maintained in separate bank accounts and their use is limited by applicable bond covenants.

Proceeds of the City's 2004 and 2013A Series General Obligation Bonds in the amount of \$5,099,028 are classified as restricted assets as well as impact fees of \$1,885,973 and B and C road funds of \$209,634. Bond proceeds are restricted to acquiring and preserving undeveloped park and recreational land and to acquire, construct, improve and modify pathways, roads and related improvements for use by pedestrians and cyclists. The "reserve fund" account with a balance at June 30, 2019 of \$11,543 is used to report resources set aside to make up potential future deficiencies in the revenue bond debt service account.

Proceeds of the City's 2015, 2017 and 2019 Sales Tax Revenue Bonds are classified as restricted assets on the governmental funds balance sheet because they are maintained in separate bank accounts and their use is limited by applicable bond covenants. The "construction fund" account with a balance at June 30, 2019 of \$24,504,653 is used to report those proceeds of revenue bond issuances that are restricted for the purpose of financing the cost associated with improvements and acquisition of open space. The "reserve fund" account with a balance at June 30, 2019 of \$641,434 is used to report resources set aside to make up potential future deficiencies in the revenue bond debt service account.

Water development fees are charged to new customers to pay for the cost of increasing the capacity of the water system to meet the additional demand created by the connection of new customers. The use of water development fees is legally restricted.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

6. Budgets

State law requires the City Council to prepare and adopt budgets for all governmental and proprietary funds. The City Manager submits to the Mayor and City Council a proposed operating budget for the fiscal year commencing the following July 1. The operating budget includes proposed expenditures and the proposed sources of revenues. Between May 1 and June 30, the City Council reviews and adjusts the City Manager's proposed budget. On or before June 30, a public hearing is held and the budget is legally adopted through passage of an ordinance. Budgets are adopted below individual department levels, but control of budget appropriations is exercised, under state law, at the department level (General Government, Public Safety, Public Works and Library and Recreation).

After the budget is adopted, transfers of any unexpended appropriation amount between line items within a major category are to be initiated and approved by each respective department. Transfers between major categories and between programs within the same department and fund are to be initiated by the respective departments and approved by the City Manager. Transfers between capital improvement projects within the same fund are to be initiated by the individual designated as responsible for the project and approved by the City Manager. Transfers that will result in a total change in the appropriation for a project of more than 20.0 percent or if a project would be eliminated by the transfer must be approved by the City Council. The City Council may reduce or increase the budget of any fund by ordinance during the budget year. The City Council must hold a public hearing to increase a fund's budget before it can pass the ordinance. Utah State law prohibits the appropriation of unassigned general fund balance until it exceeds the sum of 5.0 percent of the budgeted general fund revenues. Until unassigned fund balance is greater than the above amount, it cannot be budgeted but is used to provide working capital until tax revenue is received, meet emergency expenditures and cover unanticipated deficits.

When the unassigned fund balance is greater than 25.0 percent of actual revenues, the excess must be appropriated to capital projects determined to be in the best long-term interest of the City. During the year, the General Fund budget was increased by \$587,552 under the guidelines described above. The supplemental appropriation was due to personnel expense increases.

Budgets are prepared on the modified accrual basis of accounting according to accounting principles generally accepted in the United States (GAAP) for governmental funds. Budgets are not prepared for the custodial fund since this fund is comprised only of deposits and performance bonds held by the City. Encumbrance accounting is used by the City.

Each year the capital projects fund adjusted budget is comprised of new appropriations from the current year and unexpended appropriations from the prior year, since unexpended capital projects appropriations do not automatically lapse at yearend. Major capital project fund budgets included \$40,482,030 and non-major capital project fund budgets included \$4,974,305 for a total of \$45,456,335 of prior-year unexpended capital projects appropriations. The adjusted capital projects fund budget represents the amount available for expenditures in the current year. Future projects and appropriations that are to come from funds available in future years are not reflected in the current year budget.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

7. Implementation of New GASB Pronouncements

In November 2016 the GASB issued Statement No. 83, *Certain Asset Retirement Obligations*. This Statement establishes standards of accounting and financial reporting for certain asset retirement obligations (AROs). A government that has legal obligations to perform future asset retirement activities related to its tangible capital assets should recognize a liability. Statement No. 83 is effective for reporting periods beginning after June 15, 2018. Implementation of this Statement did not have a significant impact on the City's financial statements.

In January 2017 the GASB issued Statement No. 84, *Fiduciary Activities*. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. Statement No. 84 is effective for periods beginning after December 15, 2019. The City adopted GASB No. 84 for the fiscal year ended June 30, 2018. Implementation of this Statement did not have a significant impact on the City's financial statements.

In June 2017 the GASB issued Statement No. 87, *Leases*. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement requires recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The requirements of this Statement are effective for the reporting periods beginning after December 15, 2019. The City is currently evaluating the impact of this Statement on the financial statements when implemented.

In March 2018 the GASB issued Statement No. 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*. The primary objective of this Statement is to improve the information that is disclosed in notes to government financial statements related to debt, including direct borrowings and direct placements. It also clarifies which liabilities governments should include when disclosing information related to debt. The requirements of this Statement are effective for reporting periods beginning after June 15, 2018. The City adopted GASB No. 88 for the fiscal year ended June 30, 2018. Implementation of this Statement had no effect on the City's financial statements.

In June 2018 the GASB issued Statement No. 89, *Accounting for Interest Cost Incurred before the End of a Construction Period*. The objectives of this Statement are to enhance the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and to simplify accounting for interest cost incurred before the end of a construction period. The requirements of Statement No. 89 are effective for periods beginning after December 15, 2019. The City adopted GASB No. 89 for the fiscal year ended June 30, 2018. Implementation of this Statement did not have a significant impact on the City's financial statements.

In August 2018 the GASB issued Statement No. 90, *Majority Equity Interests*. This Statement addresses the reporting of a majority equity interest in a legally separate organization that requires that such majority equity interest be reported as an investment. The requirements of this Statement are effective for periods beginning after December 15, 2018. The City adopted GASB No. 90 for the fiscal year ended June 30, 2018. Implementation of this Statement had no effect on the City's financial statements.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued

In May, 2019 the GASB issued Statement No. 91 *Conduit Debt Obligations*. The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with commitments extended by issuers, arrangements associated with conduit debt obligations, and related note disclosures. The requirements of Statement No. 91 are effective for periods beginning after December 15, 2020. The City adopted GASB No. 91 for the fiscal year ended June 30, 2019. Implementation of this Statement had no effect on the City's financial statements.

NOTE B – CASH, CASH EQUIVALENTS AND INVESTMENTS

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures. Each fund type's portion of this pool is displayed on the basic financial statements as "cash, cash equivalents and investments". Cash equivalents are defined as short-term, highly liquid investments that are both readily convertible to known amounts of cash and so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. Investments with original maturities of three months or less meet this definition. Interest income earned on pooled cash and investments is allocated on an accounting period basis to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund. The following is a summary of cash, cash equivalents and investments at June 30, 2019:

	Government-Wide Statement of Net Position			Fund Financials	
	Governmental	Business-Type		Fiduciary Fund	
	Activities	Activities	Total	Statement of	Total
				Net Position	
Held by city-unrestricted	\$ 61,639,465	\$ 7,129,242	\$ 68,768,707	\$ 3,329,036	\$ 72,097,743
Held by city-restricted	7,194,635	-	7,194,635	-	7,194,635
Total held by city	<u>\$ 68,834,100</u>	<u>\$ 7,129,242</u>	<u>\$ 75,963,342</u>	<u>\$ 3,329,036</u>	<u>\$ 79,292,378</u>
Held by fiscal agent	<u>\$ 25,157,630</u>	<u>\$ 5,237,136</u>	<u>\$ 30,394,766</u>	<u>\$ -</u>	<u>\$ 30,394,766</u>

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE B – CASH, CASH EQUIVALENTS AND INVESTMENTS, Continued

As of June 30, 2019, the City had the following deposits and investments, including \$3,329,036 held in a custodial capacity for others:

Held by city:		Investments maturities	
Investment Type	Fair Value	1 year or less	1-5 years
Debt securities			
Federal National Mortgage Association	\$ 449,252	\$ 449,252	\$ -
Federal Home Loan Mortgage Corporation	1,944,226	747,945	1,196,281
Federal Home Loan Bank	249,543	-	249,543
Corporate Bonds	2,488,839	1,000,082	1,488,757
	<u>5,131,860</u>	<u>\$ 2,197,279</u>	<u>\$ 2,934,581</u>
Other investments			
State treasurer's investment pool	<u>71,697,581</u>	<u>\$ 71,697,581</u>	
Total investments	<u>76,829,441</u>		
Deposits			
Cash deposits checking-net of outstanding checks	1,725,962		
Cash deposits money market/savings	727,355		
Cash on hand	<u>9,620</u>		
Total deposits	<u>2,462,937</u>		
Total cash, cash equivalents and investments held by city	<u>79,292,378</u>		
Held by fiscal agent:			
State treasurer's investment pool	30,394,766		
Total cash, cash equivalents and investments	<u>\$ 109,687,144</u>		

Deposits – State law requires that City deposits be with a “qualified depository” as defined by the Utah Money Management Act (UMMA). “Qualified depository” includes any depository institution that has been certified by the Utah State Commissioner of Financial Institutions as having met the requirements as defined in Rule 11 of the Utah Money Management Act. Rule 11 establishes the formula for determining the amount of public funds which a qualified depository may hold in order to minimize risk of loss and defines capital requirements which an institution must maintain to be eligible to accept public funds.

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. Deposits are exposed to custodial credit risk if they are not covered by depository insurance and deposits are: (1) Uncollateralized, (2) Collateralized with securities held by the pledging financial institution, or (3) Collateralized with securities held by the pledging financial institution’s trust department or agent but not in the depositor government’s name. As of June 30, 2019, the City’s deposits had a carrying value of \$2,455,441 and a bank balance of \$2,548,686. Of the above bank balance, \$250,000 was covered by federal depository insurance. The City does not have a deposit policy for custodial credit risk. However, Utah State law does not require deposits to be insured or collateralized.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE B – CASH, CASH EQUIVALENTS AND INVESTMENTS, Continued

Investments –The City’s investment policies are also governed by the UMMA. Public treasurers may use investment advisers to conduct investment transactions on behalf of public treasurers as permitted by statute, Rules of the Money Management Council and local ordinance or policy. Investment advisers must be certified by the Director of the Utah State Division of Securities of the Department of Commerce (the "Director") and meet the requirements of the Utah Money Management Act (Rule 15 of the State Money Management Council). The UMMA mandates that investment transactions be conducted only through qualified depositories, certified dealers or directly with issuers of the investment securities. Broker/dealers and agents who desire to become certified dealers must be certified by the Director and meet the requirements of the Utah Money Management Act. (Rule 16 of the State Money Management Council). The Utah Money Management Council issues a quarterly list of certified investment advisers, certified dealers and qualified depositories authorized by state statute to conduct transactions with public treasurers. All securities purchased through a certified investment adviser or certified dealer are required to be delivered to the custody of the City Treasurer or to the City's safekeeping bank or trust company.

Fair Value of Investments: The City measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets;
- *Level 2:* Observable inputs other than quoted market prices; and,
- *Level 3:* Unobservable inputs.

At June 30, 2019 the City had the following recurring fair value measurements:

	June 30, 2019	Fair Value Measurements Using		
		Level 1	Level 2	Level 3
<u>Investments by fair value level</u>				
Debt securities				
Federal National Mortgage Association	\$ 449,252	\$ 449,252	\$ -	\$ -
Federal Home Loan Mortgage Corporation	1,944,226	1,944,226	-	-
Federal Home Loan Bank	249,543	249,543	-	-
Corporate Bonds	2,488,839	2,488,839	-	-
Utah Public Treasurers' Investment Fund	71,697,581	-	71,697,581	-
Total debt securities	<u>\$ 76,829,441</u>	<u>\$ 5,131,860</u>	<u>\$ 71,697,581</u>	<u>\$ -</u>

Debt securities classified in Level 1 are valued using prices quoted in active markets for those securities. The Utah Public Treasurers' Investment Fund classified in Level 2 is valued by application of the June 30, 2019 fair value factor, as calculated by the Utah State Treasurer, to the City's average daily balance in the Fund.

Custodial Credit Risk for an investment is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. Investments are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either: (1) The counterparty or (2) The counterparty's trust department or agent but not in the government's name. For investments in U.S. government agencies and corporate bonds with combined fair value of \$5,131,860 at June 30, 2019, the City uses a qualified depository bank for safekeeping securities for the purpose of settling investment transactions, safekeeping, and collecting those investments. These

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE B – CASH, CASH EQUIVALENTS AND INVESTMENTS, Continued

investments are held by the investment's counterparty, not in the name of the City but are supported by a safekeeping receipt issued by the City's bank. The City does not have an investment policy for custodial credit risk.

Interest Rate Risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The City's investment policy limits the term of investments to a maximum maturity that shall not exceed five years in order to manage its exposure to fair value losses arising from increasing interest rates. The investment policy also specifies that the City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

Credit Risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The City's investment policy, in compliance with the UMMA limits investments to the following: (1) Negotiable or nonnegotiable deposits of qualified depositories (see definition of qualified depository under "deposits" above). (2) Repurchase agreements with qualified depositories or primary reporting dealers only if these securities are delivered to the custody of the City Treasurer or the City's safekeeping bank or are conducted with a qualified depository. (3) Commercial paper which is classified as "first tier" by two nationally recognized statistical rating organizations. (4) Obligations of the United States Treasury, including Treasury Bills, Treasury Notes, and United States Treasury Bonds. (5) Obligations other than mortgage pools and other mortgage derivative products issued by or fully guaranteed as to principal and interest by the following agencies of the United States in which a market is made by a primary reporting government securities dealer: Federal Farm Credit Banks, Federal Home Loan Banks, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Agriculture Mortgage Corporation, and the Tennessee Valley Authority. (6) The Utah State Treasurer's Investment Pool. (7) Publicly traded fixed rate corporate obligations rated "A" or higher, or the equivalent of "A" or higher, by two nationally recognized statistical rating organizations. (8) Tax anticipation and general obligation bonds of the state or a county, an incorporated city or town, a school district or other political subdivision of the State of Utah.

The City's rated debt investments as of June 30, 2019, are shown in the table below:

	Fair Value	Quality Ratings		
		AAA	AA	A
<u>Primary government:</u>				
Debt securities				
Federal National Mortgage Association	\$ 449,252	\$ 449,252	\$ -	\$ -
Federal Home Loan Mortgage Corporation	1,944,226	1,944,226	-	-
Federal Home Loan Bank	249,543	249,543	-	-
Corporate Bonds	2,488,839	-	451,059	2,037,780

The Utah State Treasurer's Investment Pool is not rated and is not registered with the U.S. Securities and Exchange Commission as an investment company. The fair value of the position of the Utah State Treasurer's Investment Pool is approximately equal to the value of the pool shares. All investments of the Utah State Treasurer's Investment Pool must comply with the UMMA and Rules of the State Money Management Council. The Pool invests primarily in money market securities including time certificates of deposit and top-rated domestic commercial paper. No more than 5.0 percent of the pool may be invested with a single issuer. Investment activity of the State Treasurer is reviewed periodically by the Utah Money Management Council and is audited by the Utah State Auditor. Pool

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE B – CASH, CASH EQUIVALENTS AND INVESTMENTS, Continued

deposits are not insured or otherwise guaranteed by the State of Utah. Participants share proportionally in any realized gains or losses on investments.

Concentration of Credit Risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. The City's investment policy authorizes investments to be made in accordance with the UMMA and further specifies that with the exception of U.S. Treasury securities and authorized pools, no more than 50.0 percent of the City's total investment portfolio will be invested in a single security type. None of the City's investments exceed this limit.

NOTE C – NOTES RECEIVABLE

Notes receivable of the governmental fund types at June 30, 2019 include various affordable housing and employee mortgage assistance loans with interest rates ranging from 0% to 5.0%. The following is a schedule of future principal and interest payments required under the terms of the notes receivable as of June 30, 2019:

<u>Fiscal year ending</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2020	\$ 749,970	\$ 1,127	\$ 751,097
2021	5,225	872	6,097
2022	5,493	604	6,097
2023	3,192	368	3,560
2024	3,059	216	3,275
2025	1,417	60	1,477
Total	<u>\$ 768,356</u>	<u>\$ 3,247</u>	<u>\$ 771,603</u>

NOTE D – CAPITAL ASSETS

Depreciation expense was charged to functions for the year ended June 30, 2019 as follows:

Governmental activities:

General government	\$ 3,077,103
Public safety	368,231
Public works	1,007,485
Library and recreation	1,336,235
Total governmental activities depreciation expense	<u>\$ 5,789,054</u>

Business-type activities:

Water	\$ 3,494,887
Stormwater	155,839
Transportation and parking	2,889,259
Golf course	222,469
Total business-type activities depreciation expense	<u>\$ 6,762,454</u>

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE D – CAPITAL ASSETS, Continued

Capital asset activity for the year ended June 30, 2019 was as follows:

	Balance June 30, 2018	Transfers	Additions	Deletions	Balance June 30, 2019
Governmental activities:					
Capital assets, not being depreciated:					
Land and water rights	\$ 177,825,381	\$ -	\$ 64,290,608	\$ -	\$ 242,115,989
Construction in progress	13,820,885	-	6,197,640	(7,744,532)	12,273,993
Art	730,119	-	50,000	-	780,119
Total capital assets, not being depreciated	<u>192,376,385</u>	<u>-</u>	<u>70,538,248</u>	<u>(7,744,532)</u>	<u>255,170,101</u>
Capital assets, being depreciated:					
Buildings	45,283,758	-	2,030,934	(695)	47,313,997
Improvements other than building	41,441,787	-	239,682	-	41,681,469
Vehicles and equipment	13,397,090	15,817	1,269,426	(313,847)	14,368,486
Infrastructure	114,648,613	-	1,794,532	-	116,443,145
Intangibles	8,604,531	-	223,250	-	8,827,781
Total capital assets, being depreciated	<u>223,375,779</u>	<u>15,817</u>	<u>5,557,824</u>	<u>(314,542)</u>	<u>228,634,878</u>
Less accumulated depreciation for:					
Buildings	(15,010,039)	-	(1,275,244)	695	(16,284,588)
Improvements other than building	(21,634,317)	-	(1,193,888)	-	(22,828,205)
Vehicles and equipment	(8,122,407)	(15,817)	(1,317,694)	261,305	(9,194,313)
Infrastructure	(91,487,266)	-	(1,999,565)	-	(93,486,831)
Intangibles	(359,365)	-	(2,663)	-	(362,028)
Total accumulated depreciation	<u>(136,613,094)</u>	<u>(15,817)</u>	<u>(5,789,054)</u>	<u>262,000</u>	<u>(142,155,965)</u>
Total capital assets, being depreciated, net	86,762,685	-	(231,230)	(52,542)	86,478,913
Governmental activities capital assets, net	<u>\$ 279,139,070</u>	<u>\$ -</u>	<u>\$ 70,307,018</u>	<u>\$ (7,797,074)</u>	<u>\$ 341,649,014</u>
Business-type activities:					
Capital assets, not being depreciated:					
Land and water rights	\$ 22,245,188	\$ -	\$ -	\$ -	\$ 22,245,188
Construction in progress	14,182,778	-	8,387,244	(4,826,467)	17,743,555
Art	109,214	-	-	-	109,214
Total capital assets, not being depreciated	<u>36,537,180</u>	<u>-</u>	<u>8,387,244</u>	<u>(4,826,467)</u>	<u>40,097,957</u>
Capital assets, being depreciated:					
Buildings	23,060,646	-	3,180,682	-	26,241,328
Improvements other than building	111,445,162	-	2,185,879	(1,048,734)	112,582,307
Vehicles and equipment	32,590,801	(15,817)	4,949,088	(632,482)	36,891,590
Intangibles	86,455	-	-	-	86,455
Total capital assets, being depreciated	<u>167,183,064</u>	<u>(15,817)</u>	<u>10,315,649</u>	<u>(1,681,216)</u>	<u>175,801,680</u>
Less accumulated depreciation for:					
Buildings	(7,178,602)	-	(667,970)	-	(7,846,572)
Improvements other than building	(48,772,130)	-	(3,219,692)	321,934	(51,669,888)
Vehicles and equipment	(14,095,315)	15,817	(2,868,512)	573,225	(16,374,785)
Intangibles	(59,880)	-	(6,280)	-	(66,160)
Total accumulated depreciation	<u>(70,105,927)</u>	<u>15,817</u>	<u>(6,762,454)</u>	<u>895,159</u>	<u>(75,957,405)</u>
Total capital assets, being depreciated, net	97,077,137	-	3,553,195	(786,057)	99,844,275
Business-type activities capital assets, net	<u>\$ 133,614,317</u>	<u>\$ -</u>	<u>\$ 11,940,439</u>	<u>\$ (5,612,524)</u>	<u>\$ 139,942,232</u>

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE E – LONG-TERM OBLIGATIONS

The following is a summary of changes in long-term obligations for the year ended June 30, 2019:

	Beginning Balance July 1, 2018	Additions	Reductions	Amortization	Ending Balance June 30, 2019	Due Within One Year
Governmental activities:						
General obligation bonds:						
2008 series-principal	\$ 4,675,000	\$ -	\$ (4,675,000)	\$ -	\$ -	\$ -
2008 series-premium/discount	22,264	-	(22,264)	-	-	-
2009 series-principal	5,400,000	-	(820,000)	-	4,580,000	850,000
2009 series-premium/discount	73,435	-	-	(12,561)	60,874	-
2010B series-principal	3,065,000	-	(400,000)	-	2,665,000	410,000
2010B series-premium	40,924	-	-	(5,977)	34,947	-
2013A series-principal	5,090,000	-	(440,000)	-	4,650,000	455,000
2013A series-premium	62,205	-	-	(6,318)	55,887	-
2014 series-principal	725,000	-	(725,000)	-	-	-
2014 series-premium	28,943	-	-	(28,943)	-	-
2017 series-principal	23,435,000	-	(1,280,000)	-	22,155,000	1,335,000
2017 series-premium	2,655,595	-	-	(195,264)	2,460,331	-
2019 series-principal	-	48,290,000	-	-	48,290,000	2,860,000
2019 series-premium	-	6,827,264	-	(146,648)	6,680,616	-
Total general obligation bonds	45,273,366	55,117,264	(8,362,264)	(395,711)	91,632,655	5,910,000
Revenue bonds:						
Sales tax revenue bonds						
2014A refunding-principal	3,075,000	-	(985,000)	-	2,090,000	1,025,000
2014A refunding-premium	227,441	-	-	(76,725)	150,716	-
2014B series-principal	5,375,000	-	-	-	5,375,000	-
2014B series-premium	123,306	-	-	(11,241)	112,065	-
2015 series-principal	9,700,000	-	(665,000)	-	9,035,000	680,000
2015 series-premium	481,458	-	-	(40,222)	441,236	-
2017 series-principal	29,865,000	-	(1,590,000)	-	28,275,000	1,670,000
2017 series-premium	3,156,628	-	-	(225,960)	2,930,668	-
2019 series-principal	-	26,775,000	-	-	26,775,000	1,250,000
2019 series-premium	-	3,495,522	-	(75,117)	3,420,405	-
Total revenue bonds	52,003,833	30,270,522	(3,240,000)	(429,265)	78,605,090	4,625,000
Compensated absences	874,157	671,240	(690,187)	-	855,210	649,558
Total governmental activities	\$ 98,151,356	\$ 86,059,026	\$ (12,292,451)	\$ (824,976)	\$ 171,092,955	\$ 11,184,558

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE E – LONG-TERM OBLIGATIONS, Continued

	Beginning Balance July 1, 2018	Additions	Reductions	Amortization	Ending Balance June 30, 2019	Due Within One Year
Business-type activities:						
2009A water revenue	\$ 1,500,000	\$ -	\$ (125,000)	\$ -	\$ 1,375,000	\$ 125,000
2009B water revenue refunding	1,810,000	-	(1,810,000)	-	-	-
2009B water revenue-premium	147,526	-	-	(147,526)	-	-
2009C water revenue	10,135,000	-	-	-	10,135,000	1,900,000
2010 water revenue	6,640,000	-	(825,000)	-	5,815,000	870,000
2010 water revenue-premium	386,370	-	-	(59,704)	326,666	-
2012 water revenue	2,760,000	-	(265,000)	-	2,495,000	280,000
2012 water revenue-premium	186,628	-	-	(20,812)	165,816	-
2012B water revenue refunding	5,525,000	-	-	-	5,525,000	-
2012B water revenue-premium	78,068	-	-	(8,245)	69,823	-
2013A water revenue refunding	1,965,000	-	(230,000)	-	1,735,000	235,000
2013A water revenue-premium/disc.	21,855	-	-	(2,926)	18,929	-
2014 water revenue	4,115,000	-	-	-	4,115,000	-
2014 water revenue-premium	148,950	-	-	(18,695)	130,255	-
Total revenue bonds	35,419,397	-	(3,255,000)	(257,908)	31,906,489	3,410,000
Compensated absences	350,939	297,155	(276,246)	-	371,848	264,096
Total business-type activities	\$ 35,770,336	\$ 297,155	\$ (3,531,246)	\$ (257,908)	\$ 32,278,337	\$ 3,674,096

Internal service funds predominantly serve the governmental funds. Accordingly, long-term liabilities for these funds are included as part of the above totals for governmental activities. At yearend \$65,418 of internal service fund compensated absences are included in the above amounts. Also, for the governmental activities compensated absences are liquidated by the general fund.

The City has complied with all revenue bond covenants.

General Obligation Bonds

On June 16, 2009, the City issued General Obligation Bonds Series 2009 in the amount of \$13,500,000 plus a net premium/discount of \$186,966. A portion of the proceeds was used to refund \$1,695,000 of the City's General Obligation Bonds Series 1999, plus \$12,852 interest. Bond proceeds of approximately \$4,000,000 were issued pursuant to a bond election held on November 7, 2006 to acquire and forever preserve undeveloped park and recreational land and approximately \$7,800,000 were issued pursuant to a bond election held November 6, 2007 to acquire, construct, improve and modify pathways, roads and related improvements for use by pedestrians and cyclists. Repayments are made from property tax revenues recorded in the Park City General Obligation Debt Service Fund.

On April 30, 2010, the City issued federally taxable General Obligation Bonds Series 2010B Build America Bonds with direct pay subsidy in the par amount of \$6,000,000, a premium of \$89,739 and issuance costs of \$109,974. Bond proceeds were issued pursuant to a bond election held on November 7, 2006 to acquire and forever preserve undeveloped park and recreational land. Repayments are made from property tax revenues recorded in the Park City General Obligation Debt Service Fund.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE E – LONG-TERM OBLIGATIONS, Continued

General Obligation Bonds, Continued

The debt service requirements for the bonds at June 30, 2019 were as follows:

Fiscal Year Ending June 30,	Series 2009 Dated June 16, 2009 \$13,500,000 @ 3.00% to 4.00% per annum paid semi- annually (Nov. & May)		Series 2010B Dated April 30, 2010 \$6,000,000 @ 1.10% to 5.25% per annum paid semi- annually (Nov. & May)	
	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST
2020	\$ 850,000	\$ 173,516	\$ 410,000	\$ 131,335
2021	880,000	143,340	425,000	112,475
2022	915,000	111,220	435,000	92,287
2023	950,000	76,450	450,000	71,190
2024	985,000	39,400	465,000	48,915
2025	-	-	480,000	25,200
Total	4,580,000	543,926	2,665,000	481,402
Plus unamortized premium/discount	60,874	-	34,947	-
Total	<u>\$ 4,640,874</u>	<u>\$ 543,926</u>	<u>\$ 2,699,947</u>	<u>\$ 481,402</u>

On August 28, 2013, the City issued General Obligation Bonds Series 2013A in the par amount of \$7,170,000, a premium of \$92,774 and issuance costs of \$98,614. Pursuant to a special bond election held on November 6, 2007, the proceeds of the bonds were used to acquire, construct, improve and modify pathways, roads and related improvements for use by pedestrians and cyclists. Repayments are made from property tax revenues recorded in the Park City General Obligation Debt Service Fund.

The debt service requirements for the bonds at June 30, 2019 were as follows:

Fiscal Year Ending June 30,	Series 2013A Dated August 28, 2013 \$7,170,000 @ 2.00% to 3.25% per annum paid semi- annually (Nov. & May)	
	PRINCIPAL	INTEREST
2020	\$ 455,000	\$ 129,413
2021	465,000	120,313
2022	480,000	109,850
2023	500,000	97,850
2024	515,000	84,100
2025	530,000	69,938
2026	550,000	54,036
2027	565,000	37,537
2028	590,000	19,175
Total	4,650,000	722,212
Plus unamortized premium/discount	55,887	-
Total	<u>\$ 4,705,887</u>	<u>\$ 722,212</u>

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE E – LONG-TERM OBLIGATIONS, Continued

General Obligation Bonds, Continued

On June 6, 2017, the City issued General Obligation Bonds Series 2017 in the amount of \$25,000,000 plus a premium of \$2,863,698 and bond issuance costs of \$155,239 pursuant to a bond election held on November 8, 2016. The proceeds of the bonds were used to acquire, improve and forever preserve open space, park and recreational land located in Bonanza Flats. Repayments are made from property tax revenues recorded in the Park City General Obligation Debt Service Fund.

On March 5, 2019, the City issued General Obligation Bonds Series 2019 in the par amount of \$48,290,000, a premium of \$6,827,264 and issuance costs of \$215,508. The proceeds of the bonds were used to currently refund \$4,290,000 principal of the City's General Obligation Bonds Series 2008, plus \$67,993 interest. For government-wide reporting, the gain on refunding is reported as a deferred inflow of resources and amortized over the life of the bond. Repayments are made from property tax revenues and recorded in the Park City General Obligation Debt Service Fund.

The debt service requirements for the bonds at June 30, 2019 were as follows:

Fiscal Year Ending June 30,	Series 2017 Dated June 6, 2017 \$25,000,000 @ 3.00% to 5.00% per annum paid semi- annually (Feb. & August)		Series 2019 Dated March 5, 2019 \$48,290,000 @ 3.00% to 5.00% per annum paid semi- annually (Feb. & August)	
	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST
2020	\$ 1,335,000	\$ 910,350	\$ 2,860,000	\$ 2,014,771
2021	1,385,000	843,600	2,795,000	2,081,900
2022	1,440,000	774,350	2,945,000	1,942,150
2023	1,500,000	702,350	3,090,000	1,794,900
2024	1,560,000	627,350	3,245,000	1,640,400
2025	1,625,000	549,350	3,405,000	1,478,150
2026	1,685,000	468,100	2,730,000	1,307,900
2027	1,755,000	383,850	2,870,000	1,171,400
2028	1,825,000	296,100	3,015,000	1,027,900
2029	1,900,000	241,350	3,165,000	877,150
2030	1,975,000	184,350	3,320,000	718,900
2031	2,055,000	125,100	3,490,000	552,900
2032	2,115,000	63,450	3,625,000	413,300
2033	-	-	3,810,000	232,050
2034	-	-	3,925,000	117,750
Total	22,155,000	6,169,650	48,290,000	17,371,521
Plus unamortized premium	2,460,331	-	6,680,616	-
Total	<u>\$ 24,615,331</u>	<u>\$ 6,169,650</u>	<u>\$ 54,970,616</u>	<u>\$ 17,371,521</u>

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE E – LONG-TERM OBLIGATIONS, Continued

Sales Tax Revenue and Refunding Bonds

On September 11, 2014, the City issued Sales Tax Revenue Refunding Bonds, Series 2014A in the amount of \$6,725,000 plus a premium of \$518,996. The proceeds from the Series 2014A Revenue Refunding Bonds plus \$67,358 of City funds were used to refund \$7,130,000 of the Sales Tax Revenue Bonds Series 2005A, plus \$71,574 interest. For government-wide reporting, the gain on refunding is reported as a deferred inflow of resources and amortized over the life of the bond.

On September 11, 2014, the City issued Sales Tax Revenue Bonds, Series 2014B in the amount of \$5,375,000 plus a premium of \$166,022. The proceeds from the sale of the Series 2014B Sales Tax Revenue Bonds were used for the purpose of financing the cost associated with improvements and acquisition of open space.

The debt service requirements for the bonds at June 30, 2019 were as follows:

Fiscal Year Ending June 30,	Series 2014A, \$6,725,000 @ 2.00%-4.00% paid semiannually		Series 2014B, \$5,375,000 @3.00%-3.25% paid semiannually	
	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST
2020	\$ 1,025,000	\$ 62,300	\$ -	\$ 164,912
2021	1,065,000	21,300	-	164,912
2022	-	-	605,000	164,912
2023	-	-	625,000	146,763
2024	-	-	640,000	128,013
2025	-	-	660,000	108,813
2026	-	-	680,000	89,013
2027	-	-	700,000	68,613
2028	-	-	720,000	47,612
2029	-	-	745,000	24,212
Total	2,090,000	83,600	5,375,000	1,107,775
Plus unamortized premium	150,716	-	112,065	-
Total	<u>\$ 2,240,716</u>	<u>\$ 83,600</u>	<u>\$ 5,487,065</u>	<u>\$ 1,107,775</u>

On May 12, 2015, the City issued Sales Tax Revenue Bonds, Series 2015 in the amount of \$11,600,000 plus a premium of \$607,524. The proceeds from the sale of the bonds were used for the purpose of financing the cost associated with improvements and acquisition of open space.

On November 11, 2017, the City issued Sales Tax Revenue Bonds, Series 2017 in the amount of \$31,940,000 plus a premium of \$3,287,871. The proceeds from the sale of the bonds were used for the purpose of financing the acquisition and construction of affordable housing units; land acquisition; parking, plaza and walkway improvements; road improvements; open space acquisition; and parks and community center improvements.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE E – LONG-TERM OBLIGATIONS, Continued

Sales Tax Revenue and Refunding Bonds, Continued

The debt service requirements for the bonds at June 30, 2019 were as follows:

Fiscal Year Ending June 30,	Series 2015, \$11,600,000 @ 2.00% - 4.00% paid semiannually		Series 2017, \$31,940,000 @ 2.85% - 5.00% paid semiannually	
	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST
2020	\$ 680,000	\$ 320,125	\$ 1,670,000	\$ 1,099,352
2021	710,000	292,925	1,755,000	1,015,853
2022	735,000	264,525	1,780,000	989,527
2023	765,000	235,125	1,870,000	900,527
2024	795,000	204,525	1,965,000	807,028
2025	820,000	180,675	2,060,000	708,778
2026	845,000	156,075	2,165,000	605,777
2027	880,000	122,275	2,275,000	497,528
2028	905,000	95,875	2,385,000	383,777
2029	930,000	68,725	2,480,000	288,378
2030	970,000	31,525	2,555,000	213,977
2031	-	-	2,620,000	147,548
2032	-	-	2,695,000	76,807
Total	9,035,000	1,972,375	28,275,000	7,734,857
Plus unamortized premium	441,236	-	2,930,668	-
Total	<u>\$ 9,476,236</u>	<u>\$ 1,972,375</u>	<u>\$ 31,205,668</u>	<u>\$ 7,734,857</u>

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE E – LONG-TERM OBLIGATIONS, Continued

Sales Tax Revenue and Refunding Bonds, Continued

On February 21, 2019 the City issued Sales Tax Revenue Bonds, Series 2019 in the amount of \$26,775,000 plus a premium of \$3,495,522. The proceeds from the sale of the bonds were used for the purpose of financing a portion of the cost of a revolving program of acquiring and constructing affordable housing units, parking and plaza improvements, road improvements, open space acquisition, and park, recreation and community center improvements.

The debt service requirements for the bonds at June 30, 2019 were as follows:

Fiscal Year Ending June 30,	Series 2019 Dated February 21, 2019 \$26,775,000 @ 3.00% to 5.00% paid semiannually	
	PRINCIPAL	INTEREST
2020	\$ 1,250,000	\$ 1,145,750
2021	1,325,000	1,081,375
2022	1,400,000	1,013,250
2023	1,475,000	941,375
2024	1,550,000	865,750
2025	1,600,000	811,000
2026	1,650,000	753,750
2027	1,750,000	668,750
2028	1,825,000	579,375
2029	1,925,000	485,625
2030	2,025,000	386,875
2031	2,125,000	293,750
2032	2,200,000	207,250
2033	2,300,000	117,250
2034	2,375,000	35,625
Total	26,775,000	9,386,750
Plus unamortized premium/discount	3,420,405	-
Total	\$ 30,195,405	\$ 9,386,750

The Series 2014A, 2014B, 2015, 2017 and 2019 Bonds are special limited obligations of the City, payable solely from and secured solely by a pledge of revenues from (1) 100 percent of the revenues received by the City from the local sales and use tax levied by the City pursuant to the Utah Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2, Utah Code and (2) 100 percent of the revenues received by the City from the resort communities tax levied by the City pursuant to Title 59, Chapter 12, Part 4 of the Utah Code. The bonds do not constitute a pledge of the ad valorem taxing power or the full faith and credit of the City. More detailed information about pledged-revenue coverage is presented in Schedule 18 on page 124 of this report.

The Series 2017 and 2019 Bonds are additionally payable solely from and secured solely by a pledge of revenues from 100 percent of the revenues received by the City from the municipal transient room tax levied by the City pursuant to Title 59, Chapter 12, Part 3A, Utah Code.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE E – LONG-TERM OBLIGATIONS, Continued

Water Revenue Refunding Bonds

On December 14, 2012, the City issued the par amount of \$5,525,000 in Water Revenue and Refunding Bonds Series 2012B plus a premium of \$123,766. The premium was deferred and amortized over the life of the bond using the effective interest method. The bond proceeds were used to refund \$390,000 principal of outstanding Water Revenue Bonds Series 2006 plus interest of \$5,650. New money in the amount of \$4,600,000 was received to finance the construction of culinary water system improvements. The bonds bear interest at 2.25 percent paid semiannually. The bonds incurred bond issuance costs of \$100,848, which were recognized as an expense in the period incurred. Repayments on the debt are made from the net revenues of the Water Fund.

On February 21, 2013, the City issued the par amount of \$3,045,000 in Water Revenue and Refunding Bonds Series 2013 A and B plus a premium of \$37,518. The premium was deferred and amortized over the life of the bond using the effective interest method. The bond proceeds were used to refund \$3,029,000 principal of outstanding Water Revenue Bonds Series 2006 plus interest of \$63,609. The bonds bear interest at 2.00 percent paid semiannually. The bonds incurred bond issue costs of \$74,516, which were recognized as an expense in the period incurred. Repayments on the debt are made from the net revenues of the Water Fund.

The debt service requirements for the water refunding bonds at June 30, 2019 were as follows:

Fiscal Year Ending June 30,	SERIES 2012B Dated December 14, 2012 \$5,525,000 @ 2.25%		SERIES 2013A Dated February 21, 2013 \$3,045,000 @ 2.00%	
	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST
2020	\$ -	\$ 124,313	\$ 235,000	\$ 32,350
2021	-	124,312	240,000	27,600
2022	-	124,313	245,000	22,750
2023	-	124,312	245,000	17,850
2024	-	124,313	250,000	12,900
2025	-	124,312	255,000	7,850
2026	-	124,313	265,000	2,650
2027	2,525,000	95,906	-	-
2028	3,000,000	33,750	-	-
Total	5,525,000	999,844	1,735,000	123,950
Plus unamortized premium/discount	69,823	-	18,929	-
Total	<u>\$ 5,594,823</u>	<u>\$ 999,844</u>	<u>\$ 1,753,929</u>	<u>\$ 123,950</u>

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE E – LONG-TERM OBLIGATIONS, Continued

Water Revenue Bonds

On July 14, 2009, the City issued the par amount of \$2,500,000 in Taxable Water Revenue Bonds Series 2009A to finance the construction of drinking water system improvements. The bonds bear no interest and the principal payment of \$125,000 is paid annually beginning July 15, 2010 and ending July 15, 2029. Repayments on the debt are made from the net revenues of the Water Fund. The outstanding balance at June 30, 2019 is \$1,375,000.

On September 29, 2009, the City issued the par amount of \$10,135,000 in Taxable Water Revenue Bonds Series 2009C Build America Bonds with issuer subsidy to finance the construction of culinary water system improvements. The bonds bear interest at 4.70 percent to 5.25 percent paid semiannually. Repayments on the debt are made from the net revenues of the Water Fund.

On February 10, 2010, the City issued the par amount of \$12,200,000 in Water Revenue Bonds Series 2010 plus a premium of \$886,911. The premium was deferred and amortized over the life of the bond on an effective interest basis. The proceeds were used to purchase water rights from Jordanelle Special Service District. The bonds bear interest at 2.0 percent to 5.0 percent paid semiannually. Repayments on the debt are made from the net revenues of the Water Fund.

The debt service requirements for these bonds at June 30, 2019 were as follows:

Fiscal Year Ending June 30,	Series 2009C Dated September 29, 2009 \$10,135,000 @ 4.70% to 5.25%		Series 2010 Dated February 10, 2010 \$12,200,000 @ 2.00% to 5.00%	
	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST
2020	\$ 1,900,000	\$ 508,637	\$ 870,000	\$ 219,550
2021	1,960,000	419,338	910,000	179,600
2022	2,025,000	323,298	950,000	142,400
2023	2,090,000	221,035	1,000,000	103,400
2024	2,160,000	113,400	1,015,000	63,100
2025	-	-	1,070,000	21,400
Total	10,135,000	1,585,708	5,815,000	729,450
Plus unamortized premium	-	-	326,666	-
Total	<u>\$ 10,135,000</u>	<u>\$ 1,585,708</u>	<u>\$ 6,141,666</u>	<u>\$ 729,450</u>

On May 31, 2012, the City issued the par amount of \$4,160,000 in Water Revenue Bonds Series 2012 plus a premium of \$313,211 to finance the construction of water system infrastructure. The premium was deferred and amortized over the life of the bond on an effective interest basis. The bonds bear interest at 2.00% to 4.00% paid semiannually. Repayments on the debt are made from net revenues of the Water Fund.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE E – LONG-TERM OBLIGATIONS, Continued

Water Revenue Bonds, Continued

On June 25, 2014, the City issued the par amount of \$4,115,000 in Water Revenue Bonds Series 2014 plus a premium of \$223,986 to finance construction of water system infrastructure. The premium was deferred and amortized over the life of the bond on an effective interest basis. The bonds bear interest at 3.25% paid semiannually. The bonds incurred bond issue costs of \$93,218, which were recognized as an expense in the period incurred. Repayments on the debt are made from net revenues of the Water Fund.

The debt service requirements for these bonds at June 30, 2019 were as follows:

Fiscal Year Ending June 30,	Series 2012 Dated May 31, 2012 \$4,160,000 @ 2.00% to 4.00%		Series 2014 Dated June 25, 2014 \$4,115,000 @ 3.25%	
	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST
2020	\$ 280,000	\$ 78,250	\$ -	\$ 133,737
2021	290,000	69,850	-	133,737
2022	300,000	61,150	-	133,738
2023	310,000	52,150	-	133,738
2024	315,000	42,850	-	133,738
2025	325,000	33,400	2,350,000	133,738
2026	335,000	23,650	1,765,000	57,362
2027	340,000	13,600	-	-
Total	2,495,000	374,900	4,115,000	859,788
Plus unamortized premium	165,816	-	130,255	-
Total	<u>\$ 2,660,816</u>	<u>\$ 374,900</u>	<u>\$ 4,245,255</u>	<u>\$ 859,788</u>

Redevelopment Agency Capital Projects Funds and Bonds

The City maintains special revenue and capital project funds for the Main Street Redevelopment Agency and the Lower Park Avenue Redevelopment Agency. For the fiscal year ended June 30, 2019, the tax increment collected by the Main Street Redevelopment Agency was \$262,601 and the tax contributions from other governments were \$879,143. The tax increment collected by the Lower Park Avenue Redevelopment Agency was \$664,751 and the tax contributions from other governments were \$2,225,471. The tax increment paid to another taxing agency by the Main Street Redevelopment Agency and by the Lower Park Avenue Redevelopment Agency was \$240,086 and \$509,724, respectively.

During the fiscal year, the Lower Park Avenue Redevelopment Agency expended \$126,684 for site improvements and \$127,847 for economic development. The Main Street Redevelopment Agency expended \$208,223 for site improvements and \$921 for economic development.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE E – LONG-TERM OBLIGATIONS, Continued

The annual debt service requirements for all long-term debt outstanding as of June 30, 2019 by activity are as follows:

Fiscal Year ending June 30,	Governmental Activities		Business-Type Activities
	General Obligation Bonds	Revenue Bonds	
Principal			
2020	\$ 5,910,000	\$ 4,625,000	\$ 3,410,000
2021	5,950,000	4,855,000	3,525,000
2022	6,215,000	4,520,000	3,645,000
2023	6,490,000	4,735,000	3,770,000
2024	6,770,000	4,950,000	3,865,000
2025-2029	26,690,000	28,000,000	12,855,000
2030-2034	24,315,000	19,865,000	125,000
Total	82,340,000	71,550,000	31,195,000
Plus unamortized premium/discount	9,292,655	7,055,090	711,489
Total	<u>\$ 91,632,655</u>	<u>\$ 78,605,090</u>	<u>\$ 31,906,489</u>
Interest			
2020	\$ 3,359,385	\$ 2,792,440	\$ 1,096,838
2021	3,301,628	2,576,365	954,436
2022	3,029,857	2,432,215	807,648
2023	2,742,740	2,223,791	652,485
2024	2,440,165	2,005,316	490,301
2025-2029	8,007,136	6,744,624	671,932
2030-2034	2,407,800	1,510,606	-
Total	<u>\$ 25,288,711</u>	<u>\$ 20,285,357</u>	<u>\$ 4,673,640</u>

Defeasance of Debt

On March 5, 2019 the City issued \$4,290,000 in General Obligation Bonds Series 2019 with an average interest rate of 4.34 percent. The bond proceeds were used for a current refunding of \$4,675,000 of outstanding General Obligation Bonds Series 2008 with an average interest rate of 4.20 percent. An aggregate amount of \$4,772,659 (representing \$4,290,000 of proceeds together with a premium of \$482,659) currently refunded the General Obligation Bonds Series 2008. In addition, the City obtained an economic gain (difference between the present value of the debt service payments on the old and new debt) to the City of approximately \$322,235. The refunding also decreased the City's total debt service payments over the next five years by approximately \$257,521. For government-wide reporting the reacquisition price of the Series 2019 bonds was less than the net carrying amount of the 2008 Series bonds resulting in a gain on refunding of \$385,000. The gain on refunding was recorded as a deferred inflow of resources and amortized over the five-year life of the debt.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE F – RETIREMENT PLANS

General Information about the Pension Plan

Plan description: Eligible plan participants are provided with pensions through the Utah Retirement Systems (Systems). The Systems are comprised of the following pension trust funds:

Defined Benefit Plans

- Public Employees Noncontributory Retirement System (Noncontributory System);
- Public Employees Contributory Retirement System (Contributory System);
- Public Safety Retirement System (Public Safety System) is a multiple-employer, cost-sharing, public employee retirement system.
- Tier 2 Public Employees Contributory Retirement System (Tier 2 Public Employees System); is a multiple-employer, cost-sharing, public employee retirement system;
- Tier 2 Public Safety and Firefighter Contributory Retirement System (Tier 2 Public Safety and Firefighters System) is a multiple-employer, cost-sharing, public employee retirement system.

The Tier 2 Public Employees System became effective July 1, 2011. All eligible employees beginning on or after July 1, 2011, who have no previous service credit with any of the Systems, are members of the Tier 2 Retirement System.

The Systems are established and governed by the respective sections of Title 49 of the Utah Code Annotated 1953, as amended. The Systems' defined benefit plans are amended statutorily by the State Legislature. The Utah State Retirement Office Act in Title 49 provides for the administration of the Systems under the direction of the Utah State Retirement Board (Board), whose members are appointed by the Governor. The Systems are fiduciary funds defined as pension (and other employee benefit) trust funds. The Systems are a component unit of the State of Utah. Title 49 of the Utah Code grants the authority to establish and amend the benefit terms. The Systems issue a publicly available financial report that can be obtained by writing Utah Retirement Systems, 560 E. 200 S., Salt Lake City, Utah 84102 or visiting the website: www.urs.org.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE F – RETIREMENT PLANS, Continued

Benefits provided: The Systems provide retirement, disability, and death benefits. Retirement benefits are as follows:

System	Final average salary	Years of service required and/or age eligible for benefit	Benefit percent per year of service	COLA**
Noncontributory System	Highest 3 years	30 years any age 25 years any age* 20 years age 60* 10 years age 62* 4 years age 65	2.00% per year all years	Up to 4.00%
Contributory System	Highest 5 years	30 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.25% per year to June 1975; 2.00% per year July 1975 to present	Up to 4.00%
Public Safety System	Highest 3 years	20 years any age 10 years age 60 4 years age 65	2.50% per year up to 20 years; 2.00% per year over 20 years	Up to 2.50% or 4.00% depending upon employer
Tier 2 Public Employees System	Highest 5 years	35 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.50% per year all years	Up to 2.50%
Tier 2 Public Safety and Firefighter System	Highest 5 years	25 years any age 20 years age 60* 10 years age 62* 4 years age 65	1.50% per year all years	Up to 2.50%

* Actuarial reductions are applied.

**All post-retirement cost-of-living adjustments are non-compounding and are based on the original benefit except for Judges, which is a compounding benefit. The cost-of-living adjustments are also limited to the actual Consumer Price Index (CPI) increase for the year, although unused CPI increases not met may be carried forward to subsequent years.

Contribution Rate Summary

As a condition of participation in the Systems, employers and/or employees are required to contribute certain percentages of salary and wages as authorized by statute and specified by the Systems' Board. Contributions are actuarially determined as an amount that, when combined with employee contributions (where applicable) is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded actuarial accrued liability.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE F – RETIREMENT PLANS, Continued

Contribution rates as of June 30, 2019 are as follows:

	Employee	Employer	Employer 401(k)
Contributory System			
11 Local Government Div - Tier 1	6.00	14.46	N/A
111 Local Government Div - Tier 2*	N/A	15.54	1.15
Noncontributory System			
15 Local Government Div - Tier 1	N/A	18.47	N/A
Public Safety System			
Contributory			
122 Tier 2 DB Hybrid Public Safety*	N/A	23.09	0.74
Noncontributory			
43 Other Div A with 2.50% COLA	N/A	34.04	N/A
Tier 2 Defined Contribution Only*			
211 Local Government	N/A	6.69	10.00
222 Public Safety	N/A	11.83	12.00

*Tier 2 rates include a statutory required contribution to finance the unfunded actuarial accrued liability of the Tier 1 plans.

For the fiscal year ended June 30, 2019, the employer and employee contributions to the Systems were as follows:

System	Employer Contributions	Employee Contributions
Noncontributory System	\$ 1,486,998	\$ N/A
Contributory System	118,253	49,068
Public Safety System	703,630	-
Tier 2 Public Employees Systems	1,391,549	-
Tier 2 Public Safety and Firefighter	47,136	-
Tier 2 DC Only System	85,220	N/A
Tier 2 DC Public Safety and Firefighter System	8,158	N/A
Total Contributions	<u>\$ 3,840,944</u>	<u>\$ 49,068</u>

Contributions reported are the Systems' Board approved required contributions by the System. Contributions in the Tier 2 Systems are used to finance the unfunded liabilities in the Tier 1 Systems.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE F – RETIREMENT PLANS, Continued

Combined Pension Assets, Liabilities, Expense, Deferred Outflows and Inflows of Resources Related to Pensions

At June 30, 2019, the City reported no net pension asset and a net pension liability of \$14,568,026.

Measurement Date: December 31, 2018					
	Net Pension Asset	Net Pension Liability	Proportionate Share	Proportionate Share December 31, 2018	Change (Decrease)
Noncontributory System	\$ -	\$ 8,933,726	1.2132077 %	1.1793561 %	0.0338516 %
Contributory System	-	1,791,243	4.4140715	4.2822288	0.1318427
Public Safety System	-	3,548,166	1.3792220	1.4076471	(0.0284251)
Tier 2 Public Employees System	-	291,045	0.6795699	0.6412973	0.0382726
Tier 2 Public Safety and Firefighter	-	3,846	0.1535009	0.2907906	(0.1372897)
	\$ -	\$ 14,568,026			

The net pension asset and liability were measured as of December 31, 2018, and the total pension liability used to calculate the net pension asset and liability was determined by an actuarial valuation as of January 1, 2018 and rolled-forward using generally accepted actuarial procedures. The proportion of the net pension asset and liability is equal to the ratio of the employer's actual contributions to the Systems during the plan year over the total of all employer contributions to the Systems during the plan year.

For the fiscal year ended June 30, 2019, the City recognized pension expense of \$5,020,343. The City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 118,710	\$ 395,639
Changes in assumptions	1,681,232	5,370
Net difference between projected and actual earnings on pension plan investments	3,157,471	-
Changes in proportion and differences between contributions and proportionate share of contributions	511,079	113,432
Contributions subsequent to the measurement date	1,966,162	-
Total	\$ 7,434,654	\$ 514,441

\$1,966,162 reported as deferred outflows of resources related to pensions results from contributions made by the City prior to fiscal yearend, but subsequent to the measurement date of December 31, 2018.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE F – RETIREMENT PLANS, Continued

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Deferred Outflows (Inflows) of Resources
2019 \$	2,204,770
2020	745,014
2021	421,900
2022	1,502,915
2023	10,110
Thereafter	69,341

Noncontributory System Pension Expense, and Deferred Outflows and Inflows of Resources

For the fiscal year ended June 30, 2019, the City recognized pension expense of \$2,585,957. The City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 114,900	\$ 166,623
Changes in assumptions	1,196,776	-
Net difference between projected and actual earnings on pension plan investments	1,859,007	-
Changes in proportion and differences between contributions and proportionate share of contributions	299,520	84,369
Contributions subsequent to the measurement date	744,235	-
Total	\$ 4,214,438	\$ 250,992

\$744,235 reported as deferred outflows of resources related to pensions results from contributions made by the City prior to fiscal yearend, but subsequent to the measurement date of December 31, 2018.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE F – RETIREMENT PLANS, Continued

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Deferred Outflows (Inflows) of Resources
2019 \$	1,426,838
2020	647,454
2021	264,116
2022	880,801
2023	-
Thereafter	-

Contributory System Pension Expense, and Deferred Outflows and Inflows of Resources

For the fiscal year ended June 30, 2019, the City recognized pension expense of \$414,331. The City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ -
Changes in assumptions	-	-
Net difference between projected and actual earnings on pension plan investments	588,684	-
Changes in proportion and differences between contributions and proportionate share of contributions	-	-
Contributions subsequent to the measurement date	60,438	-
Total	\$ 649,122	\$ -

\$60,438 reported as deferred outflows of resources related to pensions results from contributions made by the City prior to fiscal yearend, but subsequent to the measurement date of December 31, 2018.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE F – RETIREMENT PLANS, Continued

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Deferred Outflows (Inflows) of Resources
2019 \$	233,177
2020	13,821
2021	59,047
2022	282,639
2023	-
Thereafter	-

Public Safety System Pension Expense, and Deferred Outflows and Inflows of Resources

For the fiscal year ended June 30, 2019, the City recognized pension expense of \$1,244,451. The City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ -	\$ 168,858
Changes in assumptions	407,848	-
Net difference between projected and actual earnings on pension plan investments	612,292	-
Changes in proportion and differences between contributions and proportionate share of contributions	106,562	29,063
Contributions subsequent to the measurement date	353,067	-
Total	<u>\$ 1,479,769</u>	<u>\$ 197,921</u>

\$353,067 reported as deferred outflows of resources related to pensions results from contributions made by the City prior to fiscal yearend, but subsequent to the measurement date of December 31, 2018.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE F – RETIREMENT PLANS, Continued

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Deferred Outflows (Inflows) of Resources
2019	\$ 509,733
2020	57,877
2021	70,526
2022	290,645
2023	-
Thereafter	-

Tier 2 Public Employees System Pension Expense, and Deferred Outflows and Inflows of Resources

For the fiscal year ended June 30, 2019, the City recognized pension expense of \$752,570. The City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 2,043	\$ 60,153
Changes in assumptions	72,949	5,229
Net difference between projected and actual earnings on pension plan investments	94,777	-
Changes in proportion and differences between contributions and proportionate share of contributions	93,175	-
Contributions subsequent to the measurement date	780,449	-
Total	<u>\$ 1,043,393</u>	<u>\$ 65,382</u>

\$780,449 reported as deferred outflows of resources related to pensions results from contributions made by the City prior to fiscal yearend, but subsequent to the measurement ate of December 31, 2018.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE F – RETIREMENT PLANS, Continued

These contributions will be recognized as a reduction of the net pension liability in the upcoming year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Deferred Outflows (Inflows) of Resources
2019 \$	33,286
2020	24,337
2021	26,624
2022	46,697
2023	9,042
Thereafter	57,576

Tier 2 Public Safety and Firefighter Pension Expense, and Deferred Outflows and Inflows of Resources

For the fiscal year ended June 30, 2019, the City recognized pension expense of \$23,034. The City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 1,767	\$ 5
Changes in assumptions	3,659	141
Net difference between projected and actual earnings on pension plan investments	2,711	-
Changes in proportion and differences between contributions and proportionate share of contributions	11,822	-
Contributions subsequent to the measurement date	27,973	-
Total	\$ 47,932	\$ 146

\$27,973 reported as deferred outflows of resources related to pensions results from contributions made by the City prior to fiscal yearend, but subsequent to the measurement date of December 31, 2018.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE F – RETIREMENT PLANS, Continued

These contributions will be recognized as a reduction of the net pension liability in the upcoming fiscal year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended December 31,	Deferred Outflows (Inflows) of Resources
2019 \$	1,736
2020	1,525
2021	1,587
2022	2,133
2023	1,068
Thereafter	11,765

Actuarial Assumptions

The total pension liability in the December 31, 2018, actuarial valuation was determined using the following actuarial assumption, applied to all periods included in the measurement:

Inflation	2.50 percent
Salary increases	3.25 - 9.75 percent, average, including inflation
Investment rate of return	6.95 percent, net of pension plan investment expense, including inflation

Mortality rates were developed from actual experience and mortality tables, based on gender, occupation and age, as appropriate, with adjustments for future improvement in mortality based on Scale AA, a model developed by the Society of Actuaries. The actuarial assumptions used in the January 1, 2018, valuation were based on the results of an actuarial experience study for the five- year period ending December 31, 2016.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class and is applied consistently to each defined benefit pension plan. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE F – RETIREMENT PLANS, Continued

Expected Return Arithmetic Basis			
Asset Class	Target Asset Allocation	Real Return Arithmetic Basis	Long-Term Expected Portfolio Real Rate of Return
Equity securities	40.00 %	6.15 %	2.46 %
Debt securities	20.00	0.40	0.08
Real assets	15.00	5.75	0.86
Private equity	9.00	9.95	0.89
Absolute return	16.00	2.85	0.46
Cash and cash equivalents	-	-	-
Totals	100.00 %		4.75 %
	Inflation		2.50 %
	Expected arithmetic nominal return		7.25 %

The 6.95 percent assumed investment rate of return is comprised of an inflation rate of 2.50 percent, a real return of 4.45 percent that is net of investment expense.

Discount rate: The discount rate used to measure the total pension liability was 6.95 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from all participating employers will be made at contractually required rates that are actuarially determined and certified by the Systems' Board. Based on those assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The discount rate does not use the Municipal Bond Index Rate. The discount rate remained unchanged at 6.95 percent.

Sensitivity of the proportionate share of the net pension asset and liability to changes in the discount rate: The following presents the proportionate share of the net pension liability calculated using the discount rate of 6.95 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.95 percent) or 1 percentage point higher (7.95 percent) than the current rate:

System	1% Decrease (5.95%)	Discount Rate (6.95%)	1% Increase (7.95%)
Noncontributory System	\$ 18,309,316	\$ 8,933,726	\$ 1,126,336
Contributory System	3,802,515	1,791,243	98,168
Public Safety System	6,955,031	3,548,166	782,540
Tier 2 Public Employees System	1,165,983	291,045	(384,188)
Tier 2 Public Safety and Firefighter System	29,009	3,846	(15,410)
Total	\$ 30,261,854	\$ 14,568,026	\$ 1,607,446

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE F – RETIREMENT PLANS, Continued

Pension plan fiduciary net position: Detailed information about the pension plan's fiduciary net position is available in the separately issued Systems' financial report.

Defined Contribution Savings Plans

The Defined Contribution Savings Plans are administered by the Systems' Board and are generally supplemental plans to the basic retirement benefits of the Systems, but may also be used as a primary retirement plan. These plans are voluntary tax-advantaged retirement savings programs authorized under sections 401(k), 457(b) and 408 of the Internal Revenue code. Detailed information regarding plan provisions is available in the separately issued Systems' financial report.

The City participates in the following Defined Contribution Savings Plans with the Systems:

- 401(k) Plan
- Roth IRA Plan
- Traditional IRA Plan

Employee and employer contributions to the Systems Defined Contribution Savings Plans for fiscal year ended June 30, 2019 were as follows:

	2019	2018	2017
401(k) Plan			
Employer Contributions	\$ 298,209	\$ 272,906	\$ 224,693
Employee Contributions	-	-	-
Roth IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	15,920	16,770	17,105
Traditional IRA Plan			
Employer Contributions	N/A	N/A	N/A
Employee Contributions	-	50	1,050

NOTE G - DEFINED CONTRIBUTION PLANS

Section 401(a) defined contribution money purchase plan

The City sponsors a defined contribution plan under Internal Revenue Code Section 401(a) for all full-time City employees not covered by the Public Safety Retirement System for employers with Social Security coverage.

The ICMA Retirement Corporation (ICMA) administers this plan. The City's total payroll in the fiscal year ended June 30, 2019 was \$27,218,360. Of that amount, \$6,555,251 was eligible to participate in this plan. The City participated at a rate of 0.50 percent, under City resolution for the year ended June 30, 2019 for employees covered by the State Contributory System retirement plan, 0.50 percent for employees covered by the State Noncontributory System retirement plan, and 18.47 percent under State Statue for a limited number of employees that are exempt from the State plan. During the year ended June 30, 2019 contributions totaling \$32,086 or 0.49 percent of covered payroll were made by the City. Employer contributions are fully vested in one year. All contributions were made by the due dates. The 401(a) defined contribution monies are not available to the City or its general creditors. Therefore, no assets or liabilities of the 401(a) defined contribution plan are reflected in the City's financial statements.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE G - DEFINED CONTRIBUTION PLANS, Continued

Section 457 deferred compensation plan

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all full-time City employees, permits them to defer a portion of their salary until future years. Employees are eligible to voluntarily participate from the date of employment and are vested immediately upon participating. The City's total payroll in the fiscal year ended June 30, 2019 was \$27,218,360 and the City's covered payroll eligible for this plan totaled \$20,887,679. The City participates in employer benefits of \$46.15 per pay period for those employees who have chosen single health insurance coverage and match the employees' voluntary contribution amount at fifty cents on the dollar to a maximum contribution of \$900. Contributions totaling \$363,861 or 1.74 percent of covered payroll were made by the City and voluntary contributions totaling \$888,024 or 4.25 percent of covered payroll were made by employees. All contributions were made by the due dates.

All amounts of compensation deferred under the plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are held in trust for the exclusive benefit of participants and their beneficiaries, except that expenses and taxes may be paid from the Trust. Participants' rights under the plan are equal to those of general creditors of the City in an amount equal to the fair value of the deferred account for each participant. The deferred compensation is not available to employees until termination, retirement, death, or unforeseeable emergency.

Investments are managed by the plan's administrator under one of seven investment options, or a combination thereof. The choice of the investment option(s) is made by the participants. All of the assets and income of the 457 Plan are held in investment fund trusts by ICMA for the exclusive benefit of the participants or their beneficiaries rather than as assets of the employer. As ICMA is the fiduciary of these assets, the City is no longer required to report the assets.

Loans or notes between the City and the defined contribution plans

There are no securities, loans or notes of the City included in the plans' assets.

NOTE H - COMMITMENTS AND CONTINGENCIES

There are several pending lawsuits in which the City is involved. The City Attorney estimates the potential claims against the City resulting from such litigation not covered by insurance would not materially affect the financial position of the City.

Commitments for major construction and capital improvements projects at June 30, 2019 are as follows:

Capital Projects Funds	\$5,759,278
Enterprise Funds	\$7,057,632

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE I– INTERGOVERNMENTAL REVENUES

Intergovernmental revenues were received by governmental fund types for the year ended June 30, 2019. They consist of the following:

State of Utah Class "C" road allotments	\$ 357,940
State contributions	104,338
County contributions	1,298,240
Federal contributions	3,969,045
Fire District	357,934
School District	2,153,679
Total	<u><u>\$ 8,241,176</u></u>

NOTE J – INTERFUND LOANS

Due to cash flow needs of the Golf Fund to purchase new golf carts, the sum of \$125,000 was advanced from the General Fund on April 1, 2017. The advance bears interest at 1.75 percent paid monthly for forty-eight months. The annual repayment requirement for the advance at June 30, 2019 was as follows:

Fiscal Year Ending June 30,	PRINCIPAL	INTEREST
2020	\$ 31,654	\$ 723
2021	24,107	176
Total	<u><u>\$ 55,761</u></u>	<u><u>\$ 899</u></u>

NOTE K – RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft or, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. During fiscal year 1989, the City established a Self Insurance Fund (an internal service fund) to account for and finance its uninsured risk of loss. Under this program, the Self Insurance Fund provides coverage for up to a maximum of \$250,000 per occurrence for general liability, automobile and errors and omissions. The City purchases commercial insurance for claims in excess of coverage provided by the Self Insurance Fund and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three fiscal years. Liabilities are recorded for any claim or judgment when information available prior to issuance of the financial statements indicates it is probable that an asset has been impaired or a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

Unpaid claims as of June 30, 2017	28,680
Incurred claims	151,053
Claim payments	<u>143,138</u>
Unpaid claims as of June 30, 2018	36,595
Incurred claims	292,073
Claim payments	<u>263,311</u>
Unpaid claims as of June 30, 2019	<u><u>\$ 65,357</u></u>

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE L – BUDGET RECONCILIATION

A reconciliation of the original 2018-2019 budget, to the final legally adopted budget for all governmental fund types net of transfers approved in June 2019 is as follows:

	<u>Original Budget</u>	<u>Increase (Decrease)</u>	<u>Budget as Revised</u>
General Fund:			
Revenues	\$ 35,977,134	\$ 810,867	\$ 36,788,001
Expenditures	34,315,664	587,551	34,903,215
Special Revenue Funds:			
Revenues	\$ 3,655,792	\$ 449,814	\$ 4,105,606
Expenditures	1,299,041	(2,000)	1,297,041
Debt Service Funds:			
Revenues	\$ 6,088,571	\$ -	\$ 6,088,571
Expenditures	11,078,100	-	11,078,100
Capital Projects Funds:			
Revenues	\$ 79,753,707	\$ 25,829,608	\$ 105,583,315
Expenditures	67,351,294	70,918,724	138,270,018

NOTE M – INTERFUND TRANSFERS

Fund Financial Statements

Transfers were made to and from several funds during the course of the year ended June 30, 2019. An interfund transfer is a legally authorized transfer between funds in which one fund is responsible for the initial receipt of funds and another fund is responsible for the actual disbursement. The General Fund transferred \$1,073,700 to the Equipment Replacement Capital Projects Fund for future replacement of rolling stock and computer equipment. Several funds transferred a total of \$5,344,141 to the Sales Tax Revenue Bond Debt Service Fund to support principal and interest payments on debt. The Sales Tax Revenue Bond Debt Service Fund transferred \$11,993,364 of net bond proceeds to the Capital Improvements Fund for construction project costs. The General Obligation Bond Debt Service Fund transferred \$50,094,149 of net bond proceeds to the Capital Improvements Fund for capital project costs. Transfers to the General Fund were comprised of: \$1,515,221 from the Water Fund, \$75,000 from the Stormwater Fund, \$977,397 from the Transportation and Parking Fund and \$106,046 from the Golf Fund for administrative expenses for the year ended June 30, 2019.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE M – INTERFUND TRANSFERS, Continued

		Transfers into:				Business-Type Activities	
		Major Funds					
		General Fund	Capital Improvement Fund	Sales Tax Revenue & Refunding - DSF	Nonmajor Funds	Golf Course Fund	Total
<u>Transfers out from:</u>							
Governmental activities							
Major funds:							
General fund	\$	-	\$ 2,357,042	\$ 161,703	\$ 1,073,700	\$ 25,000	\$ 3,617,445
Capital improvement fund		-	-	3,669,062	-	-	3,669,062
Sales tax rev & refund - DSF		-	11,993,364	-	-	-	11,993,364
General obligation - DSF		-	50,094,149	-	-	-	50,094,149
Nonmajor funds:							
Other funds		-	-	1,513,376	2,299,125	-	3,812,501
Business-type activities							
Water fund		1,515,221	-	-	-	-	1,515,221
Stormwater fund		75,000	-	-	-	-	75,000
Transportation and parking		977,397	-	-	-	-	977,397
Golf course fund		106,046	-	-	-	-	106,046
Total		\$ 2,673,664	\$ 64,444,555	\$ 5,344,141	\$ 3,372,825	\$ 25,000	\$ 75,860,185

Government-Wide Financial Statements

Per GASB Statement No. 34, all interfund transfers within governmental activities and business-type activities are eliminated.

NOTE N - TAXES

Before June 15 of each year, the City sets the property tax rate for various municipal purposes. If the City intends to increase property tax revenues above the tax rate of the previous year, state law requires the City to provide public notice to property owners and hold public hearings. All property taxes levied by the City are assessed and collected by Summit and Wasatch Counties. Property taxes are levied on January 1 on real property values assessed as of the same date. Taxes are due November 30 and delinquent taxes are subject to a penalty. Unless the delinquent taxes and penalties are paid before January 15 of the following year, a lien is attached to the property and the amount of taxes and penalties bear interest from January 1 until paid.

If after five years, delinquent taxes have not been paid, the County sells the property at a tax sale. Tax collections are remitted to the City from the County on a monthly basis.

Sales and resort taxes are collected by the State Tax Commission and remitted to the City monthly. Franchise taxes are collected by the telephone, natural gas, electric utilities, cable television and sewer companies and remitted to the City periodically.

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE O – UNAVAILABLE REVENUE

Fund Financial Statements

At June 30, 2019, the following unavailable revenues were recorded in the fund financial statements as deferred inflows of resources because the funds were not available to finance expenditures of the current period.

	General	Debt Service - Park City General Obligation	Capital Projects - Capital Improvement Fund	Other Governmental Funds	Total
Miscellaneous loans/ receivable	\$ 55,761	\$ -	\$ 768,356	\$ -	\$ 824,117
Property tax levied- not yet collected	10,092,652	9,279,385	-	4,491,789	23,863,826
	<u>\$ 10,148,413</u>	<u>\$ 9,279,385</u>	<u>\$ 768,356</u>	<u>\$ 4,491,789</u>	<u>\$ 24,687,943</u>

NOTE P – CONDUIT DEBT

On May 29, 2015, the City issued \$18,885,000 of 2015 Industrial Revenue Refunding Bonds on behalf of the United States Ski and Snowboard Association (USSA), a nonprofit corporation. The bonds refunded \$18,695,000 of the 2007 Multi-Mode Variable Rate Revenue Bonds issued on December 18, 2007, on behalf of USSA. The bonds bear interest at a variable rate and mature June 1, 2040. The bonds were used to partially finance the construction of The USSA Center of Excellence, an athletic training and office facility located in Park City. The bonds are secured by a pledge of revenues under the Bond Indenture. Neither the City's General Fund nor the full faith and credit of the City are pledged for the payment of principal or interest on the bonds. Since the bonds do not constitute a debt of the City, they are not reported in the accompanying financial statements. The principal balance of outstanding bonds was \$16,620,876 at June 30, 2019.

NOTE Q – POLLUTION REMEDIATION

GAAP addresses accounting and financial reporting standards for pollution (including contamination) remediation obligations, which are obligations to address the current or potential detrimental effects of existing pollution by participating in pollution remediation activities such as site assessments and cleanups. GASB 49 identifies the obligating events, which require the City to estimate the components of expected pollution remediation outlays and determine whether outlays for those components should be accrued as a liability or, if appropriate, capitalized when goods and services are acquired.

The Environmental Protection Agency (USEPA) and UDEQ have been investigating and evaluating mine sites within the Park City area since the early 1980's. In 1988, pursuant to approval of USEPA, Park City Municipal Corporation enacted the Landscaping and Maintenance of Soil Cover Ordinance for lots within the City limits. In general, the landscaping and soil maintenance cover requirements mandated a 6-inch clean top soil cap in order to contain the underlying mine related material. The general objective of these measures was to isolate potentially contaminated material from the surface and minimize direct contact. On April 30, 2004, the City implemented an Environmental Management System (EMS) to further strengthen the Soils Ordinance Program on a long-term basis. The EMS Soils Ordinance Boundary contains pollution remediation obligations of Park City Municipal Corporation pursuant to this local ordinance, which is an obligating event pursuant to GASB 49. The City plans to conduct remediation of 48 acres of land in accordance with the Utah Department of Environmental

PARK CITY MUNICIPAL CORPORATION, UTAH
NOTES TO FINANCIAL STATEMENTS, continued
JUNE 30, 2019

NOTE Q – POLLUTION REMEDIATION, Continued

Quality Clean-up Program. The estimated cost to remediate these 48 acres is \$1,272,000 and is recorded as a liability of the City. The estimate of \$1,272,000 is measured at current value using the expected cash flow technique, which measures the liability as the sum of probability-weighted amounts in a range of possible estimated amounts. This technique uses all expectations about possible cash flows. The pollution remediation obligation is an estimate subject to changes resulting from price increases or reductions, technology, or changes in applicable laws and regulations.

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REQUIRED SUPPLEMENTARY INFORMATION

Schedule of Required Supplementary Information
Schedule of the Proportionate Share of the Net Pension Liability
Park City Municipal Corporation, Utah
Utah Retirement Systems
Last 10 Calendar Years ¹

	As of calendar year ended December 31,	Proportion of the net pension liability (asset)	Proportionate share of the net pension liability (asset)	Covered employee payroll	Proportionate share of the net pension liability (asset) as a percentage of its covered employee payroll	Plan fiduciary net position as a percentage of its covered employee payroll
Noncontributory System	2014	1.1057757 %	\$ 4,801,538	\$ 8,969,083	53.50 %	90.20 %
	2015	1.1629907	6,580,767	8,900,339	73.94	87.80
	2016	1.1028763	7,081,816	8,404,365	84.26	87.30
	2017	1.1793561	5,167,113	8,457,558	61.09	91.90
	2018	1.2132077	8,933,726	8,284,921	107.83	87.00
Contributory System	2014	1.7202131	496,184	921,380	53.90	94.00
	2015	2.1367876	1,501,851	910,458	164.96	85.70
	2016	3.5528544	1,165,731	852,469	136.75	92.90
	2017	4.2822288	348,463	868,933	40.10	98.20
	2018	4.4140715	1,791,243	826,181	216.81	91.20
Public Safety System	2014	1.0325635	1,298,534	1,628,847	79.70	90.50
	2015	1.1316373	2,027,047	1,850,090	109.56	87.10
	2016	1.3348476	2,708,774	2,154,360	125.73	86.50
	2017	1.4076471	2,208,117	2,326,902	94.90	90.20
	2018	1.3792220	3,548,166	2,335,379	151.93	84.70
Tier 2 Public Employees System	2014	0.4811751	(14,582)	2,361,287	(0.60)	103.50
	2015	0.6083725	(1,328)	3,930,779	(0.03)	100.20
	2016	0.5779839	64,474	4,739,934	1.36	95.10
	2017	0.6412973	56,541	6,278,394	0.90	97.40
	2018	0.6795699	291,045	7,931,286	3.67	90.80
Tier 2 Public Safety and Firefighter System	2014	0.5580685	(8,256)	230,513	(3.60)	120.50
	2015	0.4334431	(6,333)	258,047	(2.45)	110.70
	2016	0.4276917	(3,713)	353,369	(1.05)	103.60
	2017	0.2907906	(3,365)	307,120	(1.10)	103.00
	2018	0.1535009	3,846	205,685	1.87	95.60

¹ Table represents data available since implementation of GASB Statement 68 and will increase to ten years over time.

Schedule of Required Supplementary Information
Schedule of Contributions
Park City Municipal Corporation, Utah
Utah Retirement Systems
Last 10 Fiscal Years ¹

	As of fiscal year ended June 30,	Actuarial determined contributions	Contributions in relation to the contractually required contribution	Contribution deficiency (excess)	Covered employee payroll	Contributions as a percentage of covered employee payroll ²
Noncontributory System	2014	\$ 1,463,515	\$ 1,463,515	\$ -	\$ 8,593,869	17.03 %
	2015	1,593,052	1,593,052	-	8,676,643	18.36
	2016	1,583,281	1,583,281	-	8,630,571	18.35
	2017	1,559,571	1,559,571	-	8,480,620	18.39
	2018	1,553,648	1,553,648	-	8,429,027	18.43
	2019	1,486,998	1,486,998	-	8,084,781	18.39
Contributory System	2014	118,386	118,386	-	891,460	13.28
	2015	124,015	124,015	-	857,642	14.46
	2016	126,506	126,506	-	874,871	14.46
	2017	128,811	128,811	-	890,811	14.46
	2018	121,856	121,856	-	842,711	14.46
	2019	118,253	118,253	-	817,793	14.46
Public Safety System	2014	444,956	444,956	-	1,579,083	28.18
	2015	487,710	487,710	-	1,613,195	30.23
	2016	602,057	602,057	-	2,018,519	29.83
	2017	703,564	703,564	-	2,326,004	30.25
	2018	696,730	696,730	-	2,306,955	30.20
	2019	703,630	703,630	-	2,321,728	30.31
Tier 2 Public Employees System ³	2014	274,597	274,597	-	1,962,810	13.99
	2015	447,904	447,904	-	2,998,019	14.94
	2016	652,227	652,227	-	4,374,424	14.91
	2017	830,304	830,304	-	5,568,772	14.91
	2018	1,051,865	1,051,865	-	6,961,378	15.11
	2019	1,391,549	1,391,549	-	8,954,624	15.54
Tier 2 Public Safety and Firefighter System ³	2014	43,142	43,142	-	206,915	20.85
	2015	46,309	46,309	-	205,361	22.55
	2016	75,876	75,876	-	337,225	22.50
	2017	79,353	79,353	-	352,678	22.50
	2018	54,182	54,182	-	240,064	22.57
	2019	47,136	47,136	-	204,142	23.09
Tier 2 Public Employees DC Only System ³	2014	2,308	2,308	-	41,356	5.58
	2015	14,096	14,096	-	209,757	6.72
	2016	23,903	23,903	-	357,294	6.69
	2017	36,006	36,006	-	538,211	6.69
	2018	63,003	63,003	-	941,754	6.69
	2019	85,220	85,220	-	1,273,841	6.69
Tier 2 Public Safety and Firefighter DC Only System ³	2014	-	-	-	-	-
	2015	3,007	3,007	-	25,417	11.83
	2016	6,153	6,153	-	52,009	11.83
	2017	6,895	6,895	-	58,283	11.83
	2018	7,618	7,618	-	64,392	11.83
	2019	8,158	8,158	-	68,956	11.83

¹ Table represents data available since implementation of GASB Statement 68 and will increase to ten years over time.

² Contributions as a percentage of covered-employee payroll may be different than the Board certified rate due to rounding or other administrative issues.

³ Contributions in Tier 2 include an amortization rate to help fund the unfunded liabilities in the Tier 1 systems. Tier 2 systems were created effective July 1, 2011.

Park City Municipal Corporation, Utah
Notes to Required Supplementary Information
For the year ended June 30, 2019

Note 1. Changes in Assumptions

The assumptions and methods used to calculate the total pension liability remain unchanged from the prior year.

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SUPPLEMENTARY INFORMATION

NONMAJOR GOVERNMENTAL FUNDS

Lower Park Avenue Redevelopment Agency and Main Street Redevelopment Agency Special Revenue Funds - Special revenue funds are used to account for specific revenue sources that are restricted, committed or assigned to expenditures for particular purposes. These special revenue funds account for the agencies' redevelopment activities which are supported by property tax increment revenue.

Lower Park Avenue Redevelopment Agency Capital Projects Fund - Accounts for the acquisition or construction of capital projects in the Lower Park Avenue Redevelopment area.

Main Street Redevelopment Agency Capital Projects Fund - Accounts for capital projects in the Main Street Redevelopment area.

Municipal Building Authority Capital Projects Fund - The Municipal Building Authority is a legally separate organization that is a mechanism for financing needed City facilities. The Authority acquires and/or builds facilities by borrowing money secured by a lease agreement between the City and the Authority.

Equipment Replacement Capital Improvements Fund - Accounts for the accumulation of resources for the future replacement of fixed assets such as computers, vehicles and heavy equipment.

Park City Municipal Corporation
Combining Balance Sheet
Nonmajor Governmental funds
June 30, 2019

	Special Revenue Funds			Capital Projects Funds					
	Lower Park Avenue Redevelopment Special Revenue Fund	Main Street Redevelopment Special Revenue Fund	Total Nonmajor Special revenue funds	Lower Park Avenue Redevelopment Capital Projects Fund	Main Street Redevelopment Capital Projects Fund	Municipal Building Authority Capital Projects Fund	Equipment Replacement Capital Improvements Fund	Total Nonmajor Capital projects funds	Total Nonmajor Governmental Funds
ASSETS									
Cash, cash equivalents and investments	\$ 1,638,303	\$ 902,043	\$ 2,540,346	\$ 1,782,012	\$ 838,599	\$ 442,400	\$ 1,928,005	\$ 4,991,016	\$ 7,531,362
Taxes	3,194,662	1,305,111	4,499,773	-	-	-	-	-	4,499,773
Accounts	577	182	759	308	145	77	-	530	1,289
Total assets	<u>\$ 4,833,542</u>	<u>\$ 2,207,336</u>	<u>\$ 7,040,878</u>	<u>\$ 1,782,320</u>	<u>\$ 838,744</u>	<u>\$ 442,477</u>	<u>\$ 1,928,005</u>	<u>\$ 4,991,546</u>	<u>\$ 12,032,424</u>
LIABILITIES									
Accounts payable	\$ 31,882	\$ -	\$ 31,882	\$ 1,325	\$ -	\$ -	\$ 15,916	\$ 17,241	\$ 49,123
Total liabilities	<u>31,882</u>	<u>-</u>	<u>31,882</u>	<u>1,325</u>	<u>-</u>	<u>-</u>	<u>15,916</u>	<u>17,241</u>	<u>49,123</u>
DEFERRED INFLOWS OF RESOURCES									
Unavailable revenue-property tax	3,191,789	1,300,000	4,491,789	-	-	-	-	-	4,491,789
Total deferred inflow of resources	<u>3,191,789</u>	<u>1,300,000</u>	<u>4,491,789</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,491,789</u>
Total liabilities and deferred inflows of resources	<u>3,223,671</u>	<u>1,300,000</u>	<u>4,523,671</u>	<u>1,325</u>	<u>-</u>	<u>-</u>	<u>15,916</u>	<u>17,241</u>	<u>4,540,912</u>
FUND BALANCES									
Committed:									
Capital projects funds	-	-	-	1,780,995	838,744	442,477	1,912,089	4,974,305	4,974,305
Economic development	1,609,871	907,336	2,517,207	-	-	-	-	-	2,517,207
Total fund balances	<u>\$ 1,609,871</u>	<u>\$ 907,336</u>	<u>\$ 2,517,207</u>	<u>\$ 1,780,995</u>	<u>\$ 838,744</u>	<u>\$ 442,477</u>	<u>\$ 1,912,089</u>	<u>\$ 4,974,305</u>	<u>\$ 7,491,512</u>
Total liabilities and fund balances	<u>\$ 4,833,542</u>	<u>\$ 2,207,336</u>	<u>\$ 7,040,878</u>	<u>\$ 1,782,320</u>	<u>\$ 838,744</u>	<u>\$ 442,477</u>	<u>\$ 1,928,005</u>	<u>\$ 4,991,546</u>	<u>\$ 12,032,424</u>

Park City Municipal Corporation
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental funds
For the Year Ended June 30, 2019

	Special Revenue Funds			Capital Projects Funds					
	Lower Park Avenue Redevelopment Special Revenue Fund	Main Street Redevelopment Special Revenue Fund	Total Nonmajor Special Revenue funds	Lower Park Avenue Redevelopment Capital Projects Fund	Main Street Redevelopment Capital Projects Fund	Municipal Building Authority Capital Projects Fund	Equipment Replacement Capital Improvements Fund	Total Nonmajor Capital projects funds	Total Nonmajor Governmental funds
REVENUES									
Taxes and special assessments	\$ 664,751	\$ 262,601	\$ 927,352	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 927,352
Intergovernmental	2,225,471	879,143	3,104,614	-	-	-	-	-	3,104,614
Investment income	44,995	26,614	71,609	39,920	23,354	11,147	-	74,421	146,030
Total revenues	2,935,217	1,168,358	4,103,575	39,920	23,354	11,147	-	74,421	4,177,996
EXPENDITURES									
Capital outlay	-	-	-	-	208,223	-	1,227,248	1,562,155	1,562,155
Economic development	637,571	241,007	878,578	-	-	-	-	-	878,578
Total expenditures	637,571	241,007	878,578	126,684	208,223	-	1,227,248	1,562,155	2,440,733
Excess (deficiency) of revenues over expenditures	2,297,646	927,351	3,224,997	(86,764)	(184,869)	11,147	(1,227,248)	(1,487,734)	1,737,263
OTHER FINANCING SOURCES (USES)									
Sale of capital assets	-	-	-	-	-	-	74,891	74,891	74,891
Transfers in	-	-	-	1,547,125	752,000	-	1,073,700	3,372,825	3,372,825
Transfers out	(1,547,125)	(752,000)	(2,299,125)	(708,215)	(805,161)	-	-	(1,513,376)	(3,812,501)
Total other financing sources (uses)	(1,547,125)	(752,000)	(2,299,125)	838,910	(53,161)	-	1,148,591	1,934,340	(364,785)
Net change in fund balances	750,521	175,351	925,872	752,146	(238,030)	11,147	(78,657)	446,606	1,372,478
Fund balances - beginning	859,350	731,985	1,591,335	1,028,849	1,076,774	431,330	1,990,746	4,527,699	6,119,034
Fund balances - ending	\$ 1,609,871	\$ 907,336	\$ 2,517,207	\$ 1,780,995	\$ 838,744	\$ 442,477	\$ 1,912,089	\$ 4,974,305	\$ 7,491,512

Park City Municipal Corporation
Sales Tax Revenue and Refunding Bonds Debt Service Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
For the Year Ended June 30, 2019

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Investment income	\$ -	\$ -	\$ 341,062	\$ 341,062
Total revenues	-	-	341,062	341,062
EXPENDITURES				
Debt service:				
Interest	1,794,465	1,794,465	2,110,324	(315,859)
Principal retirement	3,240,000	3,240,000	3,240,000	-
Bond issuance costs	-	-	259,074	(259,074)
Total debt service	5,034,465	5,034,465	5,609,398	(574,933)
Total expenditures	5,034,465	5,034,465	5,609,398	(574,933)
Excess (deficiency) of revenues over expenditures	(5,034,465)	(5,034,465)	(5,268,336)	(233,871)
OTHER FINANCING SOURCES (USES)				
Debt issuance	-	-	26,775,000	26,775,000
Premium on debt issuance	-	-	3,495,522	3,495,522
Transfers in	5,020,466	4,427,841	5,344,141	916,300
Transfers out	-	-	(11,993,364)	(11,993,364)
Total other financing sources (uses)	5,020,466	4,427,841	23,621,299	19,193,458
Net change in fund balances	(13,999)	(606,624)	18,352,963	18,959,587
Fund balances - beginning	2,362,332	7,191,000	7,396,947	205,947
Fund balances - ending	\$ 2,348,333	\$ 6,584,376	\$ 25,749,910	\$ 19,165,534

Park City Municipal Corporation
General Obligation Debt Service Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
For the Year Ended June 30, 2019

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Taxes and special assessments	\$ 6,036,374	\$ 6,036,374	\$ 6,036,374	\$ -
Investment income	-	-	2,575	2,575
Miscellaneous	52,197	52,197	48,857	(3,340)
Total revenues	6,088,571	6,088,571	6,087,806	(765)
EXPENDITURES				
Debt service:				
Interest	1,683,635	1,683,635	1,635,254	48,381
Principal retirement	4,360,000	4,360,000	8,340,000	(3,980,000)
Bond issuance costs	-	-	270,383	(270,383)
Total debt service	6,043,635	6,043,635	10,245,637	(4,202,002)
Total expenditures	6,043,635	6,043,635	10,245,637	(4,202,002)
Excess (deficiency) of revenues over expenditures	44,936	44,936	(4,157,831)	(4,202,767)
OTHER FINANCING SOURCES (USES)				
Debt issuance	-	-	44,000,000	44,000,000
Refunding bonds issued	-	-	4,290,000	4,290,000
Premium on debt issuance	-	-	6,344,605	6,344,605
Premium on refunding bonds	-	-	482,659	482,659
Transfers out	-	-	(50,094,149)	(50,094,149)
Total other financing sources (uses)	-	-	5,023,115	5,023,115
Net change in fund balances	44,936	44,936	865,284	820,348
Fund balances - beginning	678,567	694,322	671,466	(22,856)
Fund balances - ending	\$ 723,503	\$ 739,258	\$ 1,536,750	\$ 797,492

Park City Municipal Corporation
Capital Improvements Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
For the Year Ended June 30, 2019

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Taxes and special assessments	\$ 9,540,207	\$ 9,540,207	\$ 11,017,088	\$ 1,476,881
Intergovernmental	2,040,000	8,469,000	1,009,043	(7,459,957)
Investment income	20,000	20,000	1,276,689	1,256,689
Impact fees	373,000	373,000	620,441	247,441
Rental and other	173,000	173,000	3,500	(169,500)
Miscellaneous	307,500	307,500	426,527	119,027
Total revenues	12,453,707	18,882,707	14,353,288	(4,529,419)
EXPENDITURES				
Capital outlay:				
Land and building acquisition	61,038,968	64,447,113	58,495,184	5,951,929
Street and storm drain improvements	1,261,150	1,812,463	789,787	1,022,676
Building renovation and construction	1,857,709	26,419,334	6,625,138	19,794,196
Improvements other than building	1,055,480	35,602,485	2,576,802	33,025,683
City parks and cemetery improvements	100,000	781,511	3,147	778,364
Equipment	555,387	787,715	81,291	706,424
Total capital outlay	65,868,694	129,850,621	68,571,349	61,279,272
Total expenditures	65,868,694	129,850,621	68,571,349	61,279,272
Excess (deficiency) of revenues over (under) expenditures	(53,414,987)	(110,967,914)	(54,218,061)	56,749,853
OTHER FINANCING SOURCES (USES)				
Debt issuance	60,300,000	79,700,608	-	(79,700,608)
Sale of capital assets	1,000,000	1,000,000	166,791	(833,209)
Transfers in	2,357,042	2,357,042	64,444,555	62,087,513
Transfers out	(3,345,387)	(2,752,762)	(3,669,062)	(916,300)
Total other financing sources (uses)	60,311,655	80,304,888	60,942,284	(19,362,604)
Net change in fund balances	6,896,668	(30,663,026)	6,724,223	37,387,249
Fund balances - beginning	39,816,947	67,307,997	40,952,442	(26,355,555)
Fund balances - ending	\$ 46,713,615	\$ 36,644,971	\$ 47,676,665	\$ 11,031,694

Park City Municipal Corporation
Lower Park Avenue Redevelopment Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
For the Year Ended June 30, 2019

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Taxes and special assessments	\$ 595,212	\$ 712,032	\$ 664,751	\$ (47,281)
Intergovernmental	1,818,580	2,209,674	2,225,471	15,797
Investment income	-	-	44,995	44,995
Total revenues	2,413,792	2,921,706	2,935,217	13,511
EXPENDITURES				
Economic development	814,041	812,041	637,571	174,470
Total expenditures	814,041	812,041	637,571	174,470
Excess of revenues over expenditures	1,599,751	2,109,665	2,297,646	187,981
OTHER FINANCING SOURCES (USES)				
Transfers out	(1,641,125)	(1,547,125)	(1,547,125)	-
Total other financing sources (uses)	(1,641,125)	(1,547,125)	(1,547,125)	-
Net change in fund balances	(41,374)	562,540	750,521	187,981
Fund balances - beginning	216,231	287,032	859,350	572,318
Fund balances - ending	\$ 174,857	\$ 849,572	\$ 1,609,871	\$ 760,299

Park City Municipal Corporation
Main Street Redevelopment Special Revenue Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
For the Year Ended June 30, 2019

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Taxes and special assessments	\$ 324,160	\$ 310,797	\$ 262,601	\$ (48,196)
Intergovernmental	917,840	873,103	879,143	6,040
Investment income	-	-	26,614	26,614
Total revenues	1,242,000	1,183,900	1,168,358	(15,542)
EXPENDITURES				
Economic development	485,000	485,000	241,007	243,993
Total expenditures	485,000	485,000	241,007	243,993
Excess of revenues over expenditures	757,000	698,900	927,351	228,451
OTHER FINANCING SOURCES (USES)				
Transfers out	(752,000)	(752,000)	(752,000)	-
Total other financing sources (uses)	(752,000)	(752,000)	(752,000)	-
Net change in fund balances	5,000	(53,100)	175,351	228,451
Fund balances - beginning	270,447	465,052	731,985	266,933
Fund balances - ending	\$ 275,447	\$ 411,952	\$ 907,336	\$ 495,384

Park City Municipal Corporation
Lower Park Avenue Redevelopment Capital Projects Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
For the Year Ended June 30, 2019

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
REVENUES				
Investment income	\$ -	\$ -	\$ 39,920	\$ 39,920
Total revenues	-	-	39,920	39,920
EXPENDITURES				
Capital outlay:				
Land and building acquisition	-	16,024	9,064	6,960
Street and storm drain improvements	-	39,845	-	39,845
Building renovation and construction	-	2,500,753	43,338	2,457,415
Improvements other than building	5,000	1,827,095	72,567	1,754,528
City parks and cemetery improvements	100,000	453,941	1,715	452,226
Total capital outlay	105,000	4,837,658	126,684	4,710,974
Total expenditures	105,000	4,837,658	126,684	4,710,974
Excess (deficiency) of revenues over expenditures	(105,000)	(4,837,658)	(86,764)	4,750,894
OTHER FINANCING SOURCES (USES)				
Sale of capital assets	6,000,000	6,000,000	-	(6,000,000)
Transfers in	1,641,125	1,547,125	1,547,125	-
Transfers out	(708,215)	(708,215)	(708,215)	-
Total other financing sources (uses)	6,932,910	6,838,910	838,910	(6,000,000)
Net change in fund balances	6,827,910	2,001,252	752,146	(1,249,106)
Fund balances - beginning	61,453	20,686,640	1,028,849	(19,657,791)
Fund balances - ending	\$ 6,889,363	\$ 22,687,892	\$ 1,780,995	\$ (20,906,897)

Park City Municipal Corporation
Main Street Redevelopment Capital Projects Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
For the Year Ended June 30, 2019

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
REVENUES				
Investment income	\$ -	\$ -	\$ 23,354	\$ 23,354
Total revenues	-	-	23,354	23,354
EXPENDITURES				
Capital outlay:				
Improvements other than building	52,000	559,903	203,477	356,426
Equipment	-	16,464	4,746	11,718
Total capital outlay	52,000	576,367	208,223	368,144
Total expenditures	52,000	576,367	208,223	368,144
Excess (deficiency) of revenues over expenditures	(52,000)	(576,367)	(184,869)	391,498
OTHER FINANCING SOURCES (USES)				
Transfers in	752,000	752,000	752,000	-
Transfers out	(805,161)	(805,161)	(805,161)	-
Total other financing sources (uses)	(53,161)	(53,161)	(53,161)	-
Net change in fund balances	(105,161)	(629,528)	(238,030)	391,498
Fund balances - beginning	598,590	676,511	1,076,774	400,263
Fund balances - ending	\$ 493,429	\$ 46,983	\$ 838,744	\$ 791,761

Park City Municipal Corporation
Municipal Building Authority Capital Projects Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
For the Year Ended June 30, 2019

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
REVENUES				
Investment income	\$ -	\$ -	\$ 11,147	\$ 11,147
Total revenues	-	-	11,147	11,147
Excess of revenues over expenditures	-	-	11,147	11,147
Net change in fund balances	-	-	11,147	11,147
Fund balances - beginning	419,900	423,914	431,330	7,416
Fund balances - ending	<u>\$ 419,900</u>	<u>\$ 423,914</u>	<u>\$ 442,477</u>	<u>\$ 18,563</u>

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Park City Municipal Corporation
Equipment Replacement Capital Improvements Fund
Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual
For the Year Ended June 30, 2019

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
EXPENDITURES				
Capital outlay:				
Equipment	\$ 1,325,600	\$ 3,005,371	\$ 1,227,248	\$ 1,778,123
Total capital outlay	1,325,600	3,005,371	1,227,248	1,778,123
Total expenditures	1,325,600	3,005,371	1,227,248	1,778,123
Excess (deficiency) of revenues over expenditures	(1,325,600)	(3,005,371)	(1,227,248)	1,778,123
OTHER FINANCING SOURCES				
Sale of capital assets	-	-	74,891	74,891
Transfers in	1,073,700	1,073,700	1,073,700	-
Total other financing sources	1,073,700	1,073,700	1,148,591	74,891
Net change in fund balances	(251,900)	(1,931,671)	(78,657)	1,853,014
Fund balances - beginning	100,855	1,202,711	1,990,746	788,035
Fund balances - ending	\$ (151,045)	\$ (728,960)	\$ 1,912,089	\$ 2,641,049

INTERNAL SERVICE FUNDS

The Internal Service Funds are used to account for the financing and operations of services provided to various City departments and other governments, on a cost-reimbursement basis. Included are:

Fleet Services Fund: Fleet Services Fund accounts for the cost of storage, repair and maintenance of City-owned vehicles.

Self-Insurance Fund: Self-Insurance Fund accounts for the establishment of a self-insurance program.

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Park City Municipal Corporation
Combining Statement of Net Position
Internal service funds
June 30, 2019

	Fleet Services Fund	Self- Insurance Fund	Total Nonmajor Internal service funds
ASSETS			
Current assets:			
Cash, cash equivalents and investments	\$ 1,156,635	\$ 1,609,833	\$ 2,766,468
Accounts receivable	66,041	31,542	97,583
Inventories	217,522	-	217,522
Total current assets	1,440,198	1,641,375	3,081,573
Noncurrent assets:			
Vehicles and equipment	47,450	-	47,450
Accumulated depreciation and amortization	(47,450)	-	(47,450)
Total noncurrent assets	-	-	-
Total assets	1,440,198	1,641,375	3,081,573
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows of resources related to pensions	300,377	-	300,377
Total deferred outflows of resources	300,377	-	300,377
Total assets and deferred outflows of resources	\$ 1,740,575	\$ 1,641,375	\$ 3,381,950
LIABILITIES			
Current liabilities:			
Accounts payable	\$ 83,740	\$ 292,811	\$ 376,551
Accrued liabilities	11,934	-	11,934
Compensated absences	49,687	-	49,687
Total current liabilities	145,361	292,811	438,172
Noncurrent liabilities:			
Net pension liability	687,563	-	687,563
Compensated absences	15,731	-	15,731
Total noncurrent liabilities	703,294	-	703,294
Total liabilities	848,655	292,811	1,141,466
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows of resources related to pensions	10,156	-	10,156
Total deferred inflows of resources	10,156	-	10,156
Total liabilities and deferred inflows of resources	858,811	292,811	1,151,622
NET POSITION			
Restricted for:			
Unrestricted	881,764	1,348,564	2,230,328
Total net position	\$ 881,764	\$ 1,348,564	\$ 2,230,328

Park City Municipal Corporation
Combining Statement of Revenues, Expenses, and Changes in Net Position
Internal service funds
For the Year Ended June 30, 2019

	Fleet Services Fund	Self- Insurance Fund	Total Internal service funds
OPERATING REVENUES			
Charges for services	\$ 2,949,000	\$ 1,312,216	\$ 4,261,216
Total operating revenues	<u>2,949,000</u>	<u>1,312,216</u>	<u>4,261,216</u>
OPERATING EXPENSES			
Salaries and benefits	1,105,619	-	1,105,619
Supplies, maintenance and services	751,834	1,127,296	1,879,130
Energy and utilities	1,088,415	-	1,088,415
Total operating expenses	<u>2,945,868</u>	<u>1,127,296</u>	<u>4,073,164</u>
Operating income	<u>3,132</u>	<u>184,920</u>	<u>188,052</u>
Change in net position	3,132	184,920	188,052
Total net position - beginning	878,632	1,163,644	2,042,276
Total net position - ending	<u><u>\$ 881,764</u></u>	<u><u>\$ 1,348,564</u></u>	<u><u>\$ 2,230,328</u></u>

**Park City Municipal Corporation
Statement of Cash Flows
Internal service funds
For the Year Ended June 30, 2019**

	Fleet Services Fund	Self- Insurance Fund	Total
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash receipts from customers	\$ 2,971,536	\$ 1,289,357	\$ 4,260,893
Payments to employees	(1,033,900)	-	(1,033,900)
Payments to suppliers	(1,929,853)	(1,059,006)	(2,988,859)
Net cash provided by operating activities	7,783	230,351	238,134
Net increase in cash and cash equivalents	7,783	230,351	238,134
Balances - beginning of year	1,148,852	1,379,482	2,528,334
Balances - end of the year	\$ 1,156,635	\$ 1,609,833	\$ 2,766,468
Reconciliation of operating income to net cash provided by operating activities:			
Operating Income	\$ 3,132	\$ 184,920	\$ 188,052
Adjustments to reconcile operating income to net cash provided by operating activities:			
Pension Expense	76,064	-	76,064
Changes in assets and liabilities:			
Accounts receivable	22,536	(22,859)	(323)
Inventory	26,048	-	26,048
Accounts and other payables	(115,652)	68,290	(47,362)
Accrued liabilities	1,508	-	1,508
Compensated absences	(5,853)	-	(5,853)
Net cash provided by operating activities	\$ 7,783	\$ 230,351	\$ 238,134

STATISTICAL SECTION

This part of the City's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements and note disclosures says about the City's overall financial health.

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Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

Schedule 1
Park City Municipal Corporation, Utah
Net Position by Component
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012 (1)	2013	2014 (1)	2015	2016 (1)	2017 (1)	2018	2019
Governmental activities										
Net investment in capital assets	\$ 126,232,311	\$ 133,919,927	\$ 136,071,293	\$ 142,887,371	\$ 150,053,024	\$ 159,315,342	\$ 169,437,708	\$ 182,684,418	\$ 190,028,413	\$ 200,327,763
Restricted	6,608,983 (2)	3,809,948 (2)	681,918 (2)	709,082 (2)	6,913,237 (2)	7,465,730 (2)	6,361,175 (2)	6,378,214 (2)	6,661,816 (2)	7,253,575
Unrestricted	41,854,555 (2)	40,012,341 (2)	44,244,057 (2)	42,172,072 (2)	31,428,170 (2)	30,764,855 (2)	36,189,936 (2)	32,970,698 (2)	45,040,731 (2)	50,175,273
Total governmental activities net position	\$ 174,695,849	\$ 177,742,216	\$ 180,997,268	\$ 185,768,525	\$ 188,394,431	\$ 197,545,927	\$ 211,988,819	\$ 221,983,330	\$ 241,730,960	\$ 257,756,611
Business-type activities										
Net investment in capital assets	\$ 45,544,573	\$ 51,237,710	\$ 56,867,717	\$ 57,738,180	\$ 58,889,312	\$ 61,064,884	\$ 64,172,905	\$ 91,043,049	\$ 104,256,756	\$ 113,503,024
Restricted	3,489,981 (2)	2,213,200 (2)	449,859 (2)	- (2)	- (2)	- (2)	- (2)	- (2)	- (2)	-
Unrestricted	18,796,898 (2)	19,158,199 (2)	22,278,717 (2)	24,037,966 (2)	25,691,399 (2)	29,215,116 (2)	27,577,761 (2)	26,506,386 (2)	18,602,068 (2)	14,994,253
Total business-type activities net position	\$ 67,831,452	\$ 72,609,109	\$ 79,596,293	\$ 81,776,146	\$ 84,580,711	\$ 90,280,000	\$ 91,750,666	\$ 117,549,435	\$ 122,858,824	\$ 128,497,277
Primary government										
Net investment in capital assets	\$ 171,776,884	\$ 185,157,637	\$ 192,939,010	\$ 200,625,551	\$ 208,942,336	\$ 220,380,226	\$ 233,610,613	\$ 273,727,467	\$ 294,285,169	\$ 313,830,787
Restricted	10,098,964	6,023,148	1,131,777	709,082	6,913,237	7,465,730	6,361,175	6,378,214	6,661,816	7,253,575
Unrestricted	60,651,453	59,170,540	66,522,774	66,210,038	57,119,569	59,979,971	63,767,697	59,427,084	63,642,799	65,169,526
Total primary government net position	\$ 242,527,301	\$ 250,351,325	\$ 260,593,561	\$ 267,544,671	\$ 272,975,142	\$ 287,825,927	\$ 303,739,485	\$ 339,532,765	\$ 364,589,784	\$ 386,253,888

Notes:

- (1) Restated.
(2) Reclassified long-term debt related to net assets restricted for debt service and capital projects out of unrestricted net assets.

Schedule 2
Park City Municipal Corporation, Utah
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012 (1)	2013	2014 (1)	2015	2016 (1)	2017 (1)	2018	2019
Expenses										
Governmental activities:										
General government	\$ 15,424,562	\$ 13,876,694	\$ 16,418,511	\$ 15,410,428	\$ 17,971,342	\$ 19,233,343	\$ 19,676,565	\$ 21,909,746	\$ 21,793,758	\$ 23,755,044
Public safety	4,410,647	4,523,175	4,749,019	5,005,854	5,023,548	5,270,197	5,705,960	6,254,164	6,736,639	6,747,797
Public works	8,186,146	7,539,516	7,120,275	7,225,061	7,033,923	6,967,243	7,088,647	7,263,125	7,209,164	6,929,871
Library and recreation	3,252,784	3,146,783	3,707,452	4,194,023	4,408,912	4,618,338	5,843,178	5,671,823	5,726,489	5,729,844
Interest on long-term debt	2,213,998	2,039,807	1,812,222	1,588,388	1,552,101	1,285,952	1,456,433	1,366,939	2,537,159	3,558,591
Total governmental activities expenses	33,488,137	31,125,975	33,807,479	33,423,756	36,009,826	37,375,073	39,599,428	42,637,152	44,003,209	46,721,147
Business-type activities:										
Water	9,220,606	9,168,368	9,828,676	10,980,949	11,678,822	11,870,125	12,934,161	13,086,302	13,314,440	13,578,235
Stormwater	-	-	-	-	-	-	-	1,162,202	921,138	1,470,837
Transportation and parking	9,406,997	8,433,607	9,243,798	9,608,636	10,378,982	10,804,211	11,801,545	13,848,109	19,435,515	22,521,490
Golf course	1,182,865	1,291,645	1,394,404	1,415,478	1,441,498	1,512,330	1,541,601	1,546,036	1,711,826	1,488,121
Total business-type activities expenses	19,810,468	18,893,620	20,466,878	22,005,063	23,499,302	24,186,666	26,277,307	29,642,649	35,382,919	39,058,683
Total primary government expenses	\$ 53,298,605	\$ 50,019,595	\$ 54,274,357	\$ 55,428,819	\$ 59,509,128	\$ 61,561,739	\$ 65,876,735	\$ 72,279,801	\$ 79,386,128	\$ 85,779,830
Program Revenues										
Governmental activities:										
Charges for services	\$ 1,535,425	\$ 1,959,149	\$ 2,072,172	\$ 2,388,214	\$ 3,907,142	\$ 4,718,626	\$ 3,734,852	\$ 3,668,799	\$ 4,724,514	\$ 5,647,186
General government	2,550	2,700	6,593	12,313	100	-	3,996	9,685	2,880	10
Public safety	201,643	219,843	222,708	246,390	190,022	224,820	200,761	174,917	189,117	129,171
Public works	1,107,536	836,328	1,142,700	1,287,791	1,309,934	1,210,362	1,295,132	1,253,491	1,356,186	1,203,836
Library and recreation	88,142	126,759	151,111	380,352	165,147	121,866	145,704	187,166	161,075	195,542
Operating grants and contributions	8,827,676	649,032	1,476,472	1,073,924	1,879,881	2,479,239	324,650	2,652,254	9,028,885	1,608,966
Capital grants and contributions	11,762,972	3,793,811	5,071,756	5,338,984	7,452,226	8,754,913	5,705,095	7,946,312	15,462,657	8,784,711
Total governmental activities program revenues										
Business-type activities:										
Charges for services	7,370,380	8,416,666	9,915,490	12,242,653	13,171,473	14,176,728	15,205,729	17,237,175	17,924,616	18,606,759
Water	-	-	-	-	-	-	-	979,419	1,277,767	1,572,044
Stormwater	3,842,616	3,495,838	3,487,939	3,977,883	3,895,008	4,255,752	4,497,989	5,227,316	9,789,087	11,113,961
Transportation and parking	843,621	878,237	1,033,286	1,102,133	1,056,248	1,105,882	1,139,839	1,153,794	1,203,560	1,131,283
Golf course	3,219,683	-	3,681,732	-	1,649,174	1,602,990	-	2,813,864	2,307,083	-
Operating grants and contributions	4,449,296	6,367,580	4,856,335	2,373,881	3,353,572	4,186,198	1,936,426	14,612,633	2,439,682	6,524,981
Capital grants and contributions	19,725,596	19,158,321	22,974,782	19,696,550	23,125,475	25,327,550	22,799,983	42,024,201	34,941,795	38,949,028
Total business-type activities program revenues	\$ 31,488,568	\$ 22,952,132	\$ 28,046,538	\$ 25,055,534	\$ 30,577,701	\$ 34,082,463	\$ 28,505,078	\$ 49,970,513	\$ 50,404,452	\$ 47,733,739
Net (expense)/revenue										
Governmental activities	\$ (21,725,165)	\$ (27,332,164)	\$ (28,735,723)	\$ (28,064,772)	\$ (28,557,600)	\$ (28,620,160)	\$ (33,894,333)	\$ (34,690,840)	\$ (28,540,552)	\$ (37,936,436)
Business-type activities	(84,872)	264,701	2,507,904	(2,308,513)	(373,827)	1,140,884	(3,477,324)	12,381,552	(441,124)	(109,655)
Total primary government net expense	\$ (21,810,037)	\$ (27,067,463)	\$ (26,227,819)	\$ (30,373,285)	\$ (28,931,427)	\$ (27,479,276)	\$ (37,371,657)	\$ (22,309,288)	\$ (28,981,676)	\$ (38,046,091)

Schedule 2, Continued
Park City Municipal Corporation, Utah
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012 (1)	2013	2014 (1)	2015	2016 (1)	2017 (1)	2018	2019
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes										
Property tax, levied for general purposes	\$ 11,921,879	\$ 12,442,798	\$ 13,797,851	\$ 13,587,385	\$ 12,772,297	\$ 12,809,892	\$ 14,755,299	\$ 14,350,265	\$ 14,686,693	\$ 15,499,965
Property tax, levied for debt service	4,009,000	4,570,315	4,580,904	4,577,873	5,082,714	5,321,592	3,723,453	4,220,158	6,432,184	6,036,374
General sales and use tax	3,990,274	3,966,554	4,125,435	4,187,472	4,347,534	4,731,904	5,180,094	5,620,687	5,915,331	6,403,710
Franchise tax	2,774,319	2,906,982	2,816,070	3,037,407	3,158,716	3,061,207	3,185,820	3,194,392	3,147,847	3,230,881
Resort tax	4,483,804	5,022,250	5,443,231	5,983,636	9,151,788	10,066,040	11,154,870	12,253,267	14,491,767	16,741,000
Investment earnings	753,587	399,928	283,191	258,657	348,090	261,735	434,588	582,208	1,122,856	2,297,088
Miscellaneous	1,124,367	1,022,968	944,093	1,203,599	1,594,150	804,286	492,730	4,856,960	1,776,504	2,963,178
Gain/Loss on sale of capital assets	-	215,705	-	-	-	-	1,328,784	-	-	74,891
Transfers	(1,132,821)	(168,969)	-	-	-	715,000	715,000	(7,534,613)	715,000	715,000
Total governmental activities	27,924,409	30,378,531	31,990,775	32,836,029	36,455,289	37,771,656	40,970,638	37,543,324	48,288,182	53,962,087
Business-type activities:										
General sales and use tax	3,127,767	3,503,440	3,798,125	3,868,264	4,019,133	4,398,879	4,877,098	5,233,194	5,617,865	6,128,331
Investments earnings	339,629	438,221	247,058	196,237	358,535	367,709	327,289	402,924	372,627	581,900
Miscellaneous	362,277	402,326	434,097	423,865	497,745	506,817	458,603	456,419	475,021	(247,123)
Transfers	1,132,821	168,969	-	-	-	(715,000)	(715,000)	7,534,613	(715,000)	(715,000)
Total business-type activities	4,962,494	4,512,956	4,479,280	4,488,366	4,875,413	4,558,405	4,947,990	13,027,150	5,750,513	5,748,108
Total primary government	\$ 32,886,903	\$ 34,891,487	\$ 36,470,055	\$ 37,324,395	\$ 41,330,702	\$ 42,330,061	\$ 45,918,628	\$ 51,170,474	\$ 54,038,695	\$ 59,710,195
Change in Net Position										
Governmental activities	\$ 6,199,244	(2) \$ 3,046,367	(3) \$ 3,255,052	\$ 4,771,257	\$ 7,897,689	(4) \$ 9,151,496	\$ 7,076,305	(7) \$ 2,852,484	(11) \$ 19,747,630	(14) \$ 16,025,651
Adjustment to governmental activities net position	-	-	-	-	(5,227,783)	(5) -	7,366,587	(9) 7,142,027	(13) -	-
Business-type activities	4,877,622	4,777,657	6,987,184	2,179,853	4,501,586	5,699,289	1,470,666	(8) 26,008,702	(12) 5,309,389	(15) 5,638,453
Adjustment to business-type activities net position	-	-	-	-	(1,697,021)	(5) -	-	(209,933)	(13) -	-
Total primary government	\$ 11,076,866	\$ 7,824,024	\$ 10,242,236	\$ 6,951,110	\$ 5,430,471	\$ 14,850,785	(6) \$ 15,913,558	\$ 35,793,280	\$ 25,057,019	\$ 21,664,104

Notes:

- (1) Restated
- (2) Increase in governmental activities net position is due to increases in capitalizable grants and contributions.
- (3) Decrease in governmental activities net position is due to decreases in capitalizable grants and contributions.
- (4) Increase in governmental activities net position is due to increases in resort tax collected.
- (5) Fiscal year 2015 - Implemented GASB 68, Accounting and Financial Reporting for Pensions, required restatement of fiscal year 2014.
- (6) Increase in total primary government net position is due to restatement of fiscal year 2014 for the implementation of GASB 68.
- (7) Decrease in governmental activities net position is due to increased expenses in general government and decreases in capital grants and contributions.
- (8) Decrease in business-type activities net position is due to increased expenses in water and transportation and decreases in operating grants and contributions.
- (9) Fiscal year 2017 - Capital asset adjustment, required restatement of fiscal year 2016.
- (10) Stormwater fund was added in fiscal year 2017.
- (11) Decrease in governmental activities net position is due to increased capital outlay.
- (12) Increase in business-type activities net position is due to increases in capitalizable grants and contributions.
- (13) Fiscal year 2018 - Capital asset adjustment, required restatement of fiscal year 2017.
- (14) Increase in governmental activities net position is due to increases in capitalizable grants and contributions and increases in tax revenues.
- (15) Decrease in business-type activities net position is due to decreases in capitalizable grants and contributions.

Schedule 3
Park City Municipal Corporation, Utah
Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
General fund										
Unreserved, undesignated	\$ 3,894,972	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Nonspendable	-	-	-	-	-	-	-	-	-	494,360
Prepays	-	-	-	-	-	-	-	-	86,867	55,761
Interfund loan	-	-	-	-	-	-	-	-	50,719	30,226
Inventory	-	-	-	-	-	-	-	-	7,730,233	8,705,419
Unassigned	-	4,209,020	4,011,625	5,515,127	6,670,716	6,836,193	6,779,674	7,497,277	-	-
Restricted - Drug and tobacco enforcement	-	31,258	36,517	47,776	46,402	47,201	48,640	59,674	57,571	58,940
Total general fund	\$ 3,894,972	\$ 4,240,278	\$ 4,048,142	\$ 5,562,903	\$ 6,717,118	\$ 6,883,394	\$ 6,828,314	\$ 7,556,951	\$ 7,925,390	\$ 9,344,706
All other governmental funds										
Reserved										
Major capital projects funds-capital projects	\$ 6,608,983	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Major debt service funds-capital projects	1,115,930	-	-	-	-	-	-	-	-	-
Major debt service	3,880	-	-	-	-	-	-	-	-	-
Nonmajor debt service funds-debt service	680,861	-	-	-	-	-	-	-	-	-
Unreserved, designated										
Major capital projects funds	26,618,929	(1)	-	-	-	-	-	-	-	-
Nonmajor capital projects funds	1,948,358	-	-	-	-	-	-	-	-	-
Major debt service funds	1,084,351	-	-	-	-	-	-	-	-	-
Nonmajor debt service funds	203,868	-	-	-	-	-	-	-	-	-
Unreserved, undesignated										
Major capital projects funds	6,496,859	-	-	-	-	-	-	-	-	-
Major debt service funds	-	-	-	-	-	-	-	-	-	-
Nonmajor capital projects funds	1,215,873	-	-	-	-	-	-	-	-	-
Restricted for:										
Capital projects	-	4,490,602	(2)	708,350	6,866,835	12,779,745	7,872,086	7,545,300	12,804,288	31,699,288
Debt service	-	1,489	2,410	817	952	88,037	2,496	3,816	11,900	652,977
Assigned:										
Capital projects funds	-	34,536,547	-	-	-	-	-	-	-	-
Debt service funds	-	1,537,118	-	-	-	-	-	-	-	-
Committed:										
Capital projects funds	-	-	31,635,190	31,470,751	32,340,968	29,882,740	34,849,188	28,665,290	38,875,896	45,456,335
Debt service funds	-	-	1,713,903	1,480,633	1,557,901	2,236,514	1,816,767	1,778,077	1,856,470	2,129,030
Special revenue funds	-	-	-	-	-	-	516,758	785,600	1,591,335	2,517,207
Total all other governmental funds	\$ 45,977,892	\$ 40,565,756	\$ 34,612,763	\$ 33,660,551	\$ 40,766,656	\$ 44,987,036	\$ 45,057,295	\$ 38,778,083	\$ 55,139,889	\$ 82,454,837

Notes:

- (1) Designated fund balance includes a transfer from the general fund to the capital projects improvement fund per the City's budget, as follows: fiscal year 2008-transfer of \$4.8M; fiscal year 2009-transfer of \$2.8M; fiscal year 2010-transfer of \$1.6M.
(2) Fiscal year 2011 - Implemented GASB 54, Fund Balance Reporting and Governmental Fund Type Definitions.

Schedule 4
Park City Municipal Corporation, Utah
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Revenues										
Taxes and special assessments	\$ 27,038,657	\$ 28,939,586	\$ 30,705,261	\$ 31,399,695	\$ 34,486,284	\$ 33,269,379	\$ 35,194,462	\$ 36,830,205	\$ 41,592,343	\$ 44,639,085
Licenses and permits	808,055	1,067,438	1,166,721	1,446,142	2,611,576	3,025,886	2,462,374	2,464,561	3,390,668	3,899,003
Intergovernmental	690,912	775,791	627,433	1,404,276	1,818,822	5,346,423	3,288,064	4,044,959	6,214,905	4,345,873
Charges for services	1,705,148	1,526,455	1,910,119	2,017,593	2,194,197	2,071,230	2,119,339	2,115,794	2,225,204	2,837,729
Fines and forfeitures	40,562	28,833	29,404	35,342	21,648	14,206	26,902	42,834	35,327	23,108
Investment income	753,587	399,928	283,191	258,657	348,090	261,735	434,588	582,208	1,122,856	2,297,089
Impact fees	109,553	191,521	133,421	201,235	397,737	817,666	425,365	308,786	432,381	620,441
Rental and other miscellaneous	2,843,770	2,104,193	2,366,777	1,476,317	1,912,540	2,873,179	1,546,004	5,041,320	2,496,363	1,500,515
Total revenues	33,990,244	35,033,745	37,222,827	38,239,257	43,790,894	47,679,704	45,497,098	51,430,667	57,510,047	60,162,813
Expenditures										
General government	9,926,208	10,717,351	11,260,367	11,381,542	12,086,576	13,653,938	14,604,316	15,005,872	16,235,727	16,175,897
Public safety	4,118,458	4,266,143	4,498,776	4,687,516	4,684,672	4,953,544	5,349,433	5,970,451	6,392,525	6,360,284
Public works	4,366,909	4,422,633	4,718,003	4,835,958	4,643,828	4,718,959	4,878,647	5,194,880	5,648,653	5,935,423
Library and recreation	2,608,012	2,534,737	2,839,500	3,164,535	3,361,464	3,495,302	3,824,435	4,080,211	4,237,835	4,367,960
Debt Service										
Principal retirement	5,955,275	5,349,796	5,424,637	4,664,880	5,220,496	18,086,533	5,118,024	4,850,000	8,625,000	11,580,000
Interest	2,065,562	2,066,631	1,835,199	1,661,003	1,616,778	1,528,829	1,788,808	1,615,725	2,827,016	3,745,578
Bond issuance costs	137,262	51,663	-	-	123,931	503,979	-	155,239	223,553	529,457
Arbitrage rebate	31,874	-	-	-	-	-	-	-	-	-
Capital outlay	33,827,783	12,847,882	17,073,402	8,517,860	13,923,767	26,614,261	11,953,996	51,844,299	39,052,752	70,133,504
Economic development	-	-	-	-	-	405,435	951,268	864,697	870,588	878,578
Total expenditures	63,037,343	42,256,836	47,649,884	38,913,294	45,661,512	73,960,780	48,468,927	89,581,374	84,113,649	119,706,681
Revenues (under) expenditures	(29,047,099)	(7,223,091)	(10,427,557)	(674,037)	(1,870,618)	(26,281,076)	(2,971,829)	(38,150,707)	(26,603,602)	(59,543,868)
Other financing sources (uses)										
Debt issuance	6,092,683	-	-	-	7,170,000	16,975,000	-	25,000,000	31,940,000	75,065,000
Refunding bonds issued	2,025,000	1,525,000	-	-	1,930,000	10,110,000	-	-	-	4,290,000
Payment to refunded bondholders	-	(2,655,000)	-	-	(1,930,000)	-	-	-	-	(4,290,000)
Payment to refunded bond escrow agent	(2,055,334)	-	-	-	-	-	-	-	-	-
Premium on debt issuance	89,739	-	-	-	92,774	773,546	-	2,863,698	3,287,871	9,840,127
Premium on refunding bonds	59,922	33,592	-	-	50,769	673,841	-	-	-	482,659
Payment received on note	-	-	-	-	1,375,000	-	-	-	-	-
Discount on debt issuance	-	-	-	-	-	-	-	-	-	-
Sale of capital assets	4,155,231	1,124,436	2,290,798	17,586	146,554	23,811	755,648	2,363,887	5,553,794	241,682
Transfers in	12,836,826	6,595,012	6,424,043	4,731,710	10,978,139	19,728,745	11,965,394	36,237,414	44,274,635	75,835,185
Transfers out	(10,706,871)	(4,466,779)	(4,432,413)	(3,512,710)	(9,682,298)	(17,617,211)	(9,734,034)	(33,864,867)	(41,722,453)	(73,186,521)
Total other financing sources	12,497,196	2,156,261	4,282,428	1,236,586	10,130,938	30,667,732	2,987,008	32,600,132	43,333,847	88,278,132
Net change in fund balances	\$ (16,549,903)	\$ (5,066,830)	\$ (6,145,129)	\$ 562,549	\$ 8,260,320	\$ 4,386,656	\$ 15,179	\$ (5,550,575)	\$ 16,730,245	\$ 28,734,264
Debt Service as a percentage of noncapital expenditures	23.7% (1)	22.5% (1)	20.5% (1)	18.9% (1)	19.0% (1)	38.3% (1)	16.9% (1)	15.9% (1)	24.4% (1)	29.5%

Notes:
(1) Restated.

Schedule 5
Park City Municipal Corporation, Utah
General Government Tax Revenues by Source (1)
Last Ten Fiscal Years
(modified accrual basis of accounting)

Fiscal Year	Property Tax	Sales and Use Tax	Franchise Tax	Resort Tax (2)	Total
2010	\$ 11,750,185	\$ 3,990,274	\$ 2,774,319	\$ 4,483,804	\$ 22,998,582
2011	13,217,398	3,966,554	2,906,982	5,022,250	25,113,184
2012	14,545,369	4,125,435	2,816,070	5,443,231	26,930,105
2013	14,601,807	4,187,472	3,037,407	5,561,728	27,388,414
2014	14,361,738	4,347,534	3,158,716	5,756,046	27,624,034
2015	14,590,197	4,731,904	3,061,207	6,278,858	28,662,166
2016	14,832,024	5,180,094	3,185,820	6,952,171	30,150,109
2017	14,953,711	5,620,687	3,194,392	7,327,065	31,095,855
2018	17,107,856	5,915,331	3,147,847	8,032,584	34,203,618
2019	17,336,112	6,403,710	3,230,881	8,723,912	35,694,615
Change:					
2010-2019	47.5%	60.5%	16.5%	94.6%	55.2%

Note:

- (1) Includes general fund, capital improvement fund and debt service funds.
- (2) Fiscal years 2011 through 2018 have been restated to include the full amount of the Resort Tax received.

Schedule 6
Park City Municipal Corporation, Utah
Assessed Value of Taxable Property Excluding Fee-In-Lieu
Summit and Wasatch Counties Combined (1)
Last Ten Calendar Years
(in thousands of dollars)

<u>Calendar Year</u>	<u>Residential Property</u>	<u>Commercial Property</u>	<u>Miscellaneous Property</u>	<u>Total Assessed Value</u>	<u>Total Estimated Actual Value of Taxable Property</u>	<u>Total Direct Tax Rate</u>
2009	\$ 6,026,603	\$ 543,548	\$ 351,478	\$ 6,921,629	\$ 8,028,606	0.002148 %
2010	5,501,360	552,927	344,217	6,398,504	7,261,898	0.002130
2011	5,858,428	781,086	457,203	7,096,717	7,941,327	0.002236
2012	5,821,784	770,866	417,491	7,010,141	7,826,836	0.002197
2013	5,937,313	678,855	401,319	7,017,488	7,835,845	0.002131
2014	6,274,164	679,149	389,160	7,342,473	8,215,313	0.002067
2015	6,740,782	689,374	390,248	7,820,404	8,748,413	0.001972
2016	7,112,582	739,074	376,177	8,227,833	9,195,067	0.001884
2017	7,491,154	780,964	375,229	8,647,347	9,658,862	0.002059
2018	8,380,192	857,857	89,161	9,327,210	10,436,645	0.001934

Source: Utah State Tax Commission, Property Tax Division

Note:

(1) Starting in 2013 the City uses the Utah State Tax Commission as the source to obtain more accurate information, data was updated for all years shown for comparison.

Schedule 7
Park City Municipal Corporation, Utah
Assessed Value of Taxable Property Including Fee-In-Lieu
Summit and Wasatch Counties Combined (2)
Last Ten Calendar Years
(in thousands of dollars)

<u>Calendar Year</u>	<u>Residential Property</u>	<u>Commercial Property</u>	<u>Miscellaneous Property</u>	<u>Fee-In-Lieu Value</u>	<u>Total Assessed Value</u>
2009	\$ 6,026,603	\$ 543,548	\$ 351,478	\$ 11,815	\$ 6,933,444
2010	5,501,360	552,927	344,217	13,509	6,412,013
2011	5,858,428	781,086	457,203	12,755 (1)	7,109,472
2012	5,821,784	770,866	417,491	13,179	7,023,320
2013	5,937,313	678,855	401,319	13,820	7,031,308
2014	6,274,164	679,149	389,160	14,560	7,357,033
2015	6,740,782	689,374	390,248	14,252	7,834,656
2016	7,112,582	739,074	376,177	14,809	8,242,642
2017	7,491,154	780,964	375,229	14,814	8,662,161
2018	8,380,192	857,857	89,161	17,484	9,344,694

Source: Utah State Tax Commission, Property Tax Division

Notes:

- (1) The State's method of calculating the Fee-In-Lieu was changed in 2011, previous years were recalculated using the new formula.
- (2) Starting in 2013 the City uses the Utah State Tax Commission as the source to obtain more accurate information, data was updated for all years shown for comparison.

Schedule 8

Park City Municipal Corporation, Utah

Taxable Retail Sales by Category

Last Ten Calendar Years

(in thousands of dollars)

	Calendar Year									
	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Apparel stores	\$ 19,710	\$ 21,833	\$ 25,919	\$ 24,069	\$ 22,927	\$ 25,777	\$ 35,245	\$ 34,510	\$ 65,299	\$ 67,912
Food stores	60,784	60,269	64,592	67,066	56,238	57,809	60,862	64,630	67,490	65,618
Sporting goods, hobby, book and music	29,779	35,891	40,163	38,638	40,609	40,524	43,363	45,380	47,282	48,461
Home furnishings and appliances	12,363	21,785	21,745	20,849	12,394	12,730	12,735	14,806	12,250	17,707
Building materials and farm tools	4,871	2,735	2,704	2,819	3,654	3,652	5,695	6,199	4,750	5,000
Miscellaneous retail stores	23,798	26,427	26,894	27,985	25,884	29,162	30,691	31,403	13,044	16,331
All other outlets	6,953	3,698	3,484	3,674	4,452	4,329	4,283	5,240	1,989	3,314
Total	\$ 158,258	\$ 172,638	\$ 185,501	\$ 185,100	\$ 166,158	\$ 173,983	\$ 192,874	\$ 202,168	\$ 212,104	\$ 224,343
City direct sales tax rate	2.40 %	2.40 %	2.40 %	2.40 %	2.90 %	2.90 %	2.90 %	2.90 %	3.15 %	3.15 %

Source: Utah State Tax Commission website: Taxable Sales by Major City

Note:

(1) 2008 - Sporting goods, hobby, book and music, previously classified in Miscellaneous retail stores, became a significant amount and was separated into a new category.

Schedule 9
Park City Municipal Corporation, Utah
Direct and Overlapping Property Tax Rates
Last Ten Calendar Years

City Direct Rates				Overlapping Rates							Total Levy for Park City Residents	
Calendar Year	General			Summit County Levy	State Assessment/ Collecting	Weber		Park		Summit Co.		
	Basic Rate	Obligation Debt Service	Total Direct			Basin Water	City Fire	City School	Mosquito Abatement			
Tax Rate (per \$1 of taxable value)												
2009	0.001327	0.000821	0.002148	0.000746	0.000202	0.000188	0.000849	0.004018	0.000034	0.008185		
2010	0.001389	0.000741	0.002130	0.000895	0.000228	0.000207	0.001070	0.004360	0.000040	0.008930		
2011	0.001383	0.000853	0.002236	0.000924	0.000241	0.000217	0.001161	0.004405	0.000040	0.009224		
2012	0.001431	0.000766	0.002197	0.000943	0.000239	0.000215	0.000987	0.004924	0.000041	0.009546		
2013	0.001385	0.000746	0.002131	0.000909	0.000226	0.000210	0.000950	0.004630	0.000040	0.009096		
2014	0.001248	0.000819	0.002067	0.000826	0.000222	0.000199	0.000907	0.004770	0.000038	0.009029		
2015	0.001362	0.000610	0.001972	0.000767	0.000205	0.000199	0.000841	0.004461	0.000035	0.008480		
2016	0.001304	0.000580	0.001884	0.000726	0.000191	0.000187	0.000793	0.004220	0.000033	0.008034		
2017	0.001237	0.000822	0.002059	0.000680	0.000183	0.000174	0.000742	0.003951	0.000031	0.007820		
2018	0.001202	0.000732	0.001934	0.000831	0.000169	0.000164	0.000726	0.004408	0.000030	0.008262		

Source: Summit County property tax notices.

Note: The City's basic property tax rate may be increased only by a majority vote of the City's residents. Rates for debt service are set based on each year's requirements.

Schedule 10
Park City Municipal Corporation, Utah
Direct and Overlapping Sales Tax Rates
Last Ten Calendar Years

<u>Calendar Year</u>	<u>City Direct Rate</u>	<u>Summit County</u>	<u>State of Utah</u>	<u>Total</u>
2010	2.40 %	0.35 %	4.70 %	7.45 %
2011	2.40	0.35	4.70	7.45
2012	2.40	0.35	4.70	7.45
2013	2.90 (1)	0.35	4.70	7.95
2014	2.90	0.35	4.70	7.95
2015	2.90	0.35	4.70	7.95
2016	2.90	0.35	4.70	7.95
2017	3.15 (2)	0.60 (3)	4.70	8.45
2018	3.15	0.85 (4)	4.70	8.70
2019	3.15	1.05 (5)	4.85	9.05

Source: Utah State Tax Commission

Notes:

- (1) Includes 0.50 percent Additional Resort Communities Sales and Use Tax implemented in calendar year 2013.
- (2) Includes 0.25 percent Additional Mass Transit Tax implemented in calendar year 2017.
- (3) Includes 0.25 percent County Option Transportation Tax implemented in calendar year 2017.
- (4) Includes 0.25 percent County Transportation Infrastructure Tax implemented in calendar year 2018.
- (5) Includes 0.20 percent County Option for Public Transit Tax implemented in calendar year 2019.

Schedule 11
Park City Municipal Corporation, Utah
Principal Property Taxpayers
Current Year and Nine Years Ago

Taxpayer	2019			2010		
	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Talisker Empire Pass Hotel LLC (Montage)	\$ 179,040,000	1	1.95 %	\$ 42,115,280	4	0.41 %
Marriott Ownership Resorts	115,931,590	2	1.26	118,569,950	1	2.09
DVP LLC	41,000,000	3	0.45	24,398,804	-	-
SR Silver Lake LLC	38,350,000	4	0.42	-	-	-
VR CPC Holdings Inc. (Vail Resorts)	33,596,220	5	0.37	43,668,615	3	0.64
Deer Valley Resort	26,261,770	6	0.29	41,821,370	-	-
Chateaux at Silver Lake	21,900,400	7	0.24	-	-	-
Redus Park City LLC	20,461,040	8	0.22	-	-	-
Silver Lake Development Corp.	19,540,360	9	0.21	-	-	-
HA Daisy Yoonhee Trustee	16,630,000	10	0.18 (1)	-	-	-
Flagstaff Residences, LLC	-	-	-	65,201,000	2	0.28
Silver Baron Partners	-	-	-	22,497,735	5	0.19
Lookout Developers	-	-	-	18,980,000	6	0.18
Paladin Development	-	-	-	18,000,000	7	0.16
Powder Development Company	-	-	-	15,050,255	8	0.12
Totals	\$ 512,711,380		5.58 %	\$ 410,303,009		4.07 %

Source: Summit County Treasurer and Park City Finance Department.

Notes:
(1) Per Summit County, this is an accumulation of 98 properties.

Schedule 12
Park City Municipal Corporation, Utah
City Tax Revenue Collected by County
Last Ten Calendar Years

Tax Year End 12/31	Original Levy (1)	Adjusted Levy	Collected Within the Year of the Levy		Collections in Subsequent Years	Total Collections to Date		
			Amount (2)	Percent of Adjusted Levy		Amount (2)	Percent of Net Levy	
Summit County								
2009	\$ 12,401,579	\$ 12,194,585	\$ 11,379,638	\$ 93.32 %	\$ 814,947	\$ 12,194,585	100.00 %	
2010	12,984,657	12,918,445	12,060,672	93.36	839,167	12,899,839	99.86	
2011	12,750,981	14,170,463	13,579,302	95.83	568,229	14,147,531	99.84	
2012	14,655,626	14,650,150	13,275,742	90.62	1,368,069 (3)	14,643,811	99.96	
2013	14,236,860	14,370,289	13,637,854	94.90	720,856	14,358,710	99.92	
2014	14,451,389	14,602,592	13,714,698	93.92	879,744	14,594,442	99.94	
2015	14,747,175	14,862,169	14,731,910	99.12	111,730	14,843,640	99.88	
2016	14,856,934	14,971,905	14,908,200	99.57	44,179	14,952,379	99.87	
2017	17,140,149	17,267,842	17,167,415	99.42	58,523	17,225,938	99.76	
2018	17,403,473	17,509,422	17,342,944	99.05	-	17,342,944	99.05	
Wasatch County								
2009	\$ 346,442	\$ 287,560	\$ 287,560	\$ 100.00 %	\$ -	\$ 287,560	100.00 %	
2010	723,334	711,980	711,980	100.00	-	711,980	100.00	
2011	568,568	521,424	521,424	100.00	-	521,424	100.00	
2012	586,238	583,467	583,467	100.00	-	583,467	100.00	
2013	608,641	605,996	605,996	100.00	-	605,996	100.00	
2014	611,098	611,098	611,098	100.00	-	611,098	100.00	
2015	588,597	580,842	580,842	100.00	-	580,842	100.00	
2016	582,082	581,989	570,597	98.04	-	570,597	98.04	
2017	639,263	640,331	633,356	98.91	-	633,356	98.91	
2018	626,749	624,919	608,868	97.43	-	608,868	97.43	

Source: Summit and Wasatch County Annual Financial Reports.

Notes:

- (1) Excludes redevelopment agencies valuation.
- (2) Total Collection amounts do not include any fee-in-lieu payments.
- (3) Increase was due to miscoding, by Summit County, of a large portion of Flagstaff Annexation, which was corrected in calendar year 2013, and property taxes paid.

Schedule 13
Park City Municipal Corporation, Utah
Property Tax Levies and Collections (1)
Last Ten Calendar Years

<u>Calendar Year Ended December 31,</u>	<u>Taxes Levied for the Calendar Year</u>	<u>Collected within the Calendar Year of the Levy</u>			<u>Collections in Subsequent Years</u>	<u>Total Collections to Date</u>	
		<u>Amount</u>	<u>Percentage of Levy</u>			<u>Amount</u>	<u>Percentage of Levy</u>
2009	\$ 12,482,145	\$ 11,667,198	93.47 %	\$	814,947	\$ 12,482,145	100.00 %
2010	13,630,425	12,772,652	93.71		839,167	13,611,819	99.86
2011	14,691,887	14,100,726	95.98		568,229	14,668,955	99.84
2012	15,233,617	13,859,209	90.98		1,368,069 (2)	15,227,278	99.96
2013	14,976,285	14,243,850	95.11		720,856	14,964,706	99.92
2014	15,213,690	14,325,796	94.16		879,744	15,205,540	99.95
2015	15,443,011	15,312,752	99.16		111,730	15,424,482	99.88
2016	15,553,894	15,478,797	99.52		44,179	15,522,976	99.80
2017	17,908,173	17,800,771	99.40		58,523	17,859,294	99.73
2018	18,134,341	17,951,812	98.99		-	17,951,812	98.99

Source: Summit and Wasatch County Annual Financial Reports, and Park City Finance Department form Schd 12.

Notes:

- (1) Includes general fund and debt service funds.
- (2) Increase was due to miscoding, by Summit County, of a large portion of Flagstaff Annexation, which was corrected in calendar year 2013, and property taxes paid.

Schedule 14

Park City Municipal Corporation, Utah

Ratios of Outstanding Debt by Type

Last Ten Fiscal Years

Fiscal Year	Governmental Activities					Business-type Activities		
	General Obligation Bonds (1)	Redevelopment Bonds	Sales Tax Increment Bonds (1)	Municipal Building Authority	Contracts Payable	Water Bonds (1)	Total Primary Government	Percentage of Personal Income (2)
2010	\$ 39,375,000 (3)	\$ 2,655,000	\$ 11,835,000	\$ 844,981	\$ 469,385	\$ 41,236,000 (4)	\$ 96,415,366	4.17 %
2011	36,135,000	-	11,915,000 (5)	244,981	404,589	39,677,000	88,376,570	3.87
2012	32,810,000	-	10,130,000	-	334,933	42,246,000 (6)	85,520,933	3.52
2013	29,385,000	-	8,965,000	-	2,760,053	44,810,000 (7)	85,920,053	3.17
2014	32,615,000 (8)	-	7,765,000	-	2,679,557	46,215,000 (9)	89,274,557	3.20
2015	28,850,000 (10)	-	23,115,000 (11)	-	93,024	43,425,000	95,483,024	3.21
2016	25,635,000	-	21,305,000	-	-	40,545,000	87,485,000	4.19
2017	47,335,000 (12)	-	19,755,000	-	-	37,565,000	104,655,000	3.93
2018	42,390,000	-	48,015,000 (13)	-	-	34,450,000	124,855,000	3.51
2019	82,340,000 (14)	-	71,550,000 (15)	-	-	31,195,000	185,085,000	2.37
								22,353

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) Presented net of original issuance discounts and premiums.

(2) See Schedule 20 for personal income and population data.

(3) The City issued GO Bonds Series 2010 for \$8.0 million in fiscal year 2010.

(4) The City issued Water Revenue Bonds Series 2009 and 2010 for \$37.9 million in fiscal year 2010.

(5) The City issued Sales Tax Bonds Series 2010 for \$1.5 million in fiscal year 2011.

(6) The City issued Water Revenue Bonds Series 2012 for \$4.2 million in fiscal year 2012.

(7) The City issued Water Revenue Bonds Series 2012B, 2013A and 2013B for \$8.6 million in fiscal year 2013.

(8) The City issued GO Bonds Series 2013 for \$9.1 million in fiscal year 2014.

(9) The City issued Water Revenue Bonds Series 2014 for \$4.1 million in fiscal year 2014.

(10) The City issued GO Bonds Series 2014 for \$3.4 million in fiscal year 2015.

(11) The City issued Sales Tax Bonds Series 2014A for \$6.7 million, Series 2014B for \$5.4 million, and Series 2015 for \$11.6 million in fiscal year 2015.

(12) The City issued GO Bonds Series 2017 for \$27.8 million in fiscal year 2017.

(13) The City issued Sales Tax Bonds Series 2017 for \$31.9 million, in fiscal year 2018.

(14) The City issued GO Bonds Series 2019 for \$48.3 million in fiscal year 2019.

(15) The City issued Sales Tax Bonds Series 2019 for \$26.8 million, in fiscal year 2019.

Schedule 15
Park City Municipal Corporation, Utah
Ratios of General Bonded Debt Outstanding
Last Ten Fiscal Years

Fiscal Year	General Bonded Debt			Percentage of Actual Property Value (2)	Per Capita (3)
	General Obligation Bonds (1)	Redevelopment Bonds	Total		
2010	\$ 39,375,000	\$ 2,655,000	\$ 42,030,000	0.52 %	\$ 5,174
2011	36,135,000	-	36,135,000	0.50	4,757
2012	32,810,000	-	32,810,000	0.42	4,347
2013	29,385,000	-	29,385,000	0.38	3,815
2014	32,615,000	-	32,615,000	0.42	4,143
2015	28,850,000	-	28,850,000	0.36	3,580
2016	25,635,000	-	25,635,000	0.30	3,154
2017	47,335,000	-	47,335,000	0.55	5,704
2018	42,390,000	-	42,390,000	0.44	5,060
2019	82,340,000	-	82,340,000	0.79	9,944

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

(1) Presented net of original issuance discounts and premiums.

(2) See Schedule 6 for property value data.

(3) See Schedule 20 for population and personal income data.

Schedule 16
Park City Municipal Corporation, Utah
Direct and Overlapping Governmental Activities Debt (2)
As of June 30, 2019

<u>Governmental Unit</u>	<u>Net Debt Outstanding</u>	<u>Estimated Percentage Applicable to Park City (1)</u>	<u>Estimated Amount Applicable to Park City</u>
Debt repaid with property taxes			
Snyderville Basin Recreation District Tax District	\$ 28,490,000	11.47 %	\$ 3,267,803
Wasatch County	1,345,000	3.96	53,262
Wasatch County School District	101,422,323	3.96	4,016,324
Weber Basin Water Conservancy District	11,650,000	14.63	1,704,395
Other debt			
Summit County	28,111,000	44.50	12,509,395
Wasatch County	6,985,000	3.96	276,606
Subtotal, overlapping debt			21,827,786
City direct debt			<u>153,890,000</u>
Total direct and overlapping			<u>\$ 175,717,786</u>

Sources: Assessed value data used to estimate applicable percentages provided by the Utah State Tax Commission. Debt outstanding data provided by each governmental unit.

Notes:

- (1) The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of another government unit's taxable assessed value that is within the City's boundaries and dividing it by each unit's total taxable assessed value.
- (2) Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and businesses of Park City. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

Schedule 17

Park City Municipal Corporation, Utah
Legal Debt Margin Information
Last Ten Fiscal Years

	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Debt limit	\$ 242,939,444	\$ 273,828,091	\$ 266,103,174	\$ 269,015,017	\$ 280,699,514	\$ 293,698,934	\$ 312,816,159	\$ 329,113,324	\$ 345,893,884	\$ 373,088,393
Total net debt applicable to limit	39,375,000	36,135,000	32,810,000	29,385,000	32,615,000	28,850,000	25,635,000	47,335,000	42,390,000	82,340,000
Legal debt margin	\$ 203,564,444	\$ 237,693,091	\$ 233,293,174	\$ 239,630,017	\$ 248,084,514	\$ 264,848,934	\$ 287,181,159	\$ 281,778,324	\$ 303,503,884	\$ 290,748,393
Total net debt applicable to the limit as a percentage of debt limit	16.21%	13.20%	12.33%	10.92%	11.62%	9.82%	8.19%	14.38%	12.26%	22.07%

Legal Debt Margin Calculation for Fiscal Year 2019

Total assessed value

\$ 9,327,209,835

Debt limit - 4.0% of total assessed value

\$ 373,088,393

Amount of debt applicable to debt limits:

General Obligation Bonds 2009, 2010B, 2013A, 2017 and 2019

82,340,000

Less: Amount available for repayment of general obligation bonds

-

Total net debt applicable to limit

\$ 82,340,000

Legal debt margin

\$ 290,748,393

Notes: Under Utah State Law, Park City's outstanding general obligation debt should not exceed 4.0 percent of total assessed property value. The general obligation debt subject to the limitation may be offset by resources set aside for the repayment of the principal that are externally restricted.

Schedule 18
Park City Municipal Corporation, Utah
Pledged-Revenue Coverage
Last Ten Fiscal Years

Sales Tax Increment Bonds					
Fiscal Year	Sales Tax		Debt Service		Coverage
	Increment	Principal	Interest		
2010	\$ 8,474,078	\$ 1,400,000	\$ 528,962	4.4	
2011	8,988,804	1,445,000	501,680	4.6	
2012	9,568,666	1,785,000	465,813	4.3	
2013	9,749,200	1,165,000	401,587	6.2	
2014	10,103,580	1,200,000	359,863	6.5	
2015	11,010,762	8,350,000	383,012	1.3	
2016	12,132,265	1,810,000	782,290	4.7	
2017	12,947,752	1,550,000	705,380	5.7	
2018	13,947,915	3,680,000	1,351,082	2.8	
2019	15,127,622	3,240,000	2,110,324	2.8	

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements. See Schedule 19 for information on water revenue bond coverage.

Schedule 19
Park City Municipal Corporation, Utah
Water Fund Refunding and Revenue Bonds
Schedule of Net Revenues to Aggregate Debt Service
As of June 30, 2019

		Coverage Ratio	
		Actual	Minimum
Net revenues (change in net position)	\$ 6,190,191		
Add			
Excluded transfer to general fund	1,515,221		
Depreciation and amortization	3,494,887		
Bond interest expense	1,144,869		
Revenues pledged to debt	12,345,168	2.81	1.20

	Principal	Interest	Total
2009A Water Bonds-DEQ	\$ 125,000	\$ 2,500	\$ 127,500
2009B Water Revenue and Refunding Bonds	1,810,000	88,994	1,898,994
2009C Water Revenue Bonds	-	510,902	510,902
2010 Water Revenue Bonds	825,000	203,266	1,028,266
2012 Water Revenue Bonds	265,000	67,321	332,321
2012B Water Revenue and Refunding Bonds	-	118,332	118,332
2013 A and B Water Revenue and Refunding Bonds	230,000	36,147	266,147
2014 Water Revenue Bonds	-	117,407	117,407
	\$ 3,255,000	\$ 1,144,869	\$ 4,399,869

Less water development fees and capital contributions collected in fiscal year 2019 (1,885,478)

Net revenues less development fees and capital contributions \$ 10,459,690 2.38 1.00

Year	Net Revenue (Loss)	Gross Revenues (Less Development Fees) Available for Debt Service	Total Debt Service	Coverage	Gross Revenue Available for Debt Service	Debt	Coverage
2010	\$ (863,388)	\$ 1,544,407	\$ 849,263	1.82	\$ 2,159,954	\$ 849,263	2.54
2011	372,687	3,408,046	3,004,182	1.13	3,856,339	3,004,182	1.28
2012	928,730	4,262,970	3,000,782	1.42	4,765,325	3,000,782	1.59
2013	2,256,909	6,115,611	4,069,154	1.50	6,827,075	4,069,154	1.68
2014	3,644,383	6,603,287	4,124,483	1.60	8,314,345	4,124,483	2.02
2015	5,862,508	7,781,536	4,254,867	1.83	11,530,762	4,254,867	2.71
2016	3,074,564	7,474,148	4,247,871	1.76	8,657,335	4,247,871	2.04
2017	4,972,598	9,821,604	4,245,164	2.31	10,912,626	4,245,164	2.57
2018	5,484,037	10,299,731	4,245,644	2.43	11,555,071	4,245,644	2.72
2019	6,190,191	10,459,690	4,399,869	2.38	12,345,168	4,399,869	2.81

Source: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

Schedule 20
Park City Municipal Corporation, Utah
Demographic and Economic Statistics
Last Ten Fiscal Years

Fiscal Year	Population	Personal Income (thousands of dollars) (1)	Per Capita Personal Income (1)	Median Age	School Enrollment	Unemployment Rate (1)
2010	8,123	\$ 2,311,000	\$ 63,832	35.5	4,563	7.1 %
2011	7,596	2,281,691	61,719	37.4	4,351	6.6
2012	7,547	2,503,395	68,524	35.7	4,400	6.0
2013	7,702	2,730,934	72,643	37.4	4,421	4.0
2014	7,873	2,944,020	77,468	34.9	4,630	3.1
2015	8,058	3,177,339	82,558	38.8	4,739	3.2
2016	8,128	3,784,040	96,766	38.5	4,763	3.4
2017	8,299	4,110,805	102,053	40.4	4,891	3.1
2018	8,378	4,380,364	108,675	40.6	4,824	2.9
2019	8,280	4,380,364	108,675	40.3	4,780	2.7

Sources:

Utah Department of Workforce Services
Park City School District
Park City Chamber & Visitors Bureau
Summit County Annual Financial Reports

Note:

(1) Applies to Summit County.

Schedule 21
Park City Municipal Corporation, Utah
Principal Employers
Current Year and Nine Years Ago

Employer	2019 (1)				2010 (2)			
	Yearly Maximum Employees	Yearly Minimum Employees	Rank	Percentage of Total City Employment (3)	Yearly Maximum Employees	Yearly Minimum Employees	Rank	Percentage of Total City Employment (3)
Royal Street of Utah ET AL (Deer Valley Resort)	2999	2,000	1	12.33 %	2,300	200	1	17.38 %
Park City Mountain Resort	1999	1000	2	8.22	1250	155	2	8.69
Montage Hotels & Resorts, LLC	999	500	3	2.58	430	290	6	3.72
Park City School District	780	728	4	3.21	785	604	3	7.16
Stein Eriksen Lodge	627	522	5	2.66	487	405	4	4.44
Park City Municipal Corporation	647	512	6	4.11	-	-	-	-
IHC/Park City Surgical Center	499	250	7	2.05	-	-	-	-
High West Saloon, LLC	249	100	8	1.02	-	-	-	-
Hotel Park City	249	100	9	1.02	-	-	-	-
United States Ski & Snowboard Association	249	100	10	1.02	-	-	-	-
Premier Resorts of Utah	-	-	-	-	460	250	5	4.24
Park City Marriott (Olympia Park Hotel)	-	-	-	-	215	110	7	1.99
Jan's	-	-	-	-	190	55	8	1.75
Marriott Resorts	-	-	-	-	148	125	9	1.49
Fresh Market (Albertson's)	-	-	-	-	140	60	10	1.30
Total	9,297	5,812		38.23 %	6,405	2,254		52.16 %

Notes:

- (1) Current numbers are from respective employers and Utah Department of Workforce Services.
- (2) Prior year's numbers are from Summit County and Utah Department of Workforce Services.
- (3) Percentage is based on the maximum number of employees in the range divided by the total labor force of Summit County.

Schedule 22
Park City Municipal Corporation, Utah
Full-time Equivalent City Government Employees by Function
Last Ten Fiscal Years

Function	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Full-time Equivalent Employees										
General government										
Executive	4.5	4.5	5.1	5.5	5.1	4.0	4.0	4.1	4.6	6.0 (7)
Finance	6.8	6.8	6.8	6.8	6.7	6.7	6.7	6.7	6.6	6.2
Human resources	7.0	6.9	6.9	5.3	5.1	5.1	5.1	5.1	5.1	6.3
Budget, debt and grants	2.0	2.0	2.0	1.3	3.0	3.3	3.3	3.3	3.3	3.5
Planning	7.0	6.0	7.0	7.0	8.0	9.0	9.2	9.7	10.0	10.2
Building	15.8	14.8	13.0	13.0	13.0	15.0	16.0	17.3	17.6	19.2
Engineering	3.0	3.0	2.8	2.7	2.8	2.8	4.0	4.3	4.8	5.5
Legal	7.8	7.8	7.8	7.0	7.0	7.0	7.0	7.0	7.0	7.1
Sustainability	6.0 (1)	6.0	9.8	9.7	10.9	11.3	11.3	12.3	13.8	12.8
I.T.	-	9.8 (2)	9.8	10.8	9.5	9.5	9.5	9.5	8.5	8.5
Other	14.9	5.5	5.0	5.1	5.0	6.0	6.0	6.0	6.0	7.5
Public safety										
Police	35.2	34.9	34.0	33.9	34.6	34.0	34.0	36.5	41.1	41.3
Communication center	10.0	10.0	10.0	10.4	10.4	10.4	10.4	10.4	2.5	-
Other	1.4	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5	1.5
Public works										
Transit	76.3	81.8	82.5	82.9	80.8	77.2	75.6	75.7	107.8 (6)	123.8 (6)
Fleet services	8.0	8.0	8.0	8.0	8.0	9.4	9.8	9.8	9.9	10.1
Parking	-	-	-	-	7.8 (3)	8.0	8.2	8.2	10.5	12.5
Street maintenance	16.7	17.5	17.5	17.5	17.4	17.3	17.0	14.8	15.3	15.3
Parks and cemetery	17.2	17.3	18.8	18.2	18.2	18.6	19.0	19.0	19.0	19.0
Administration	2.5	-	-	-	-	-	-	-	-	-
Other	10.7	9.6	9.6	9.6	9.0	9.0	9.0	9.0	9.0	9.0
Library and recreation										
Library	11.2	11.2	11.4	11.4	11.4	11.4	11.9	12.3	13.0	13.5
Golf	6.3	5.7	5.5	5.4	5.2	6.0	6.0	7.8	7.8	8.1
Recreation	28.3	27.4	27.3	29.9	29.7	28.2	28.2	29.3	27.8	27.0
Tennis	7.7	6.9	7.4	7.9	4.0	4.7	4.7	4.7	5.2	2.9
Ice	11.4	11.0	11.0	9.0	8.4	11.4	11.3	12.3	11.3	11.3
Water										
Water billing	1.0	1.0	1.0	1.0	1.0	- (4)	-	-	-	-
Water operations	17.5	17.5	17.6	21.9	21.9	23.0	24.4	26.5	27.5	29.5
Stormwater										
Stormwater operations	-	-	-	-	-	-	-	6.1 (5)	6.6	6.6
Total	336.2	334.4	339.1	342.7	345.4	349.8	353.1	369.2	403.1	423.6

Source: Park City Budget Department.

Notes: A full-time employee is scheduled to work 2,080 hours per year (including vacation). Full-time equivalent employment is calculated by dividing total labor hours by 2,080.

- (1) In 2010 the Sustainability Department was taken out of other and listed individually.
- (2) In 2011 the IT Department was taken out of other and listed individually.
- (3) In 2014 the Parking Department was added, until that time it had been outsourced.
- (4) In 2015 Water Billing was combined with Water Operations.
- (5) In 2017 the Stormwater Operations Department was created.
- (6) Significant increase in transit operators and total route miles.
- (7) McPolin Barn FTE transferred to Executive from Recreation.

Schedule 23
Park City Municipal Corporation, Utah
Population Statistics

Census:	<u>Calendar Year</u>	<u>Park City Population</u>	<u>Percent Change from Prior Period</u>	<u>Summit County Population</u>	<u>Percent Change from Prior Period</u>
	1950	2,254	- %	6,745	- %
	1960	1,366	(39.40)	5,673	(15.89)
	1970	1,193	(12.66)	5,879	3.63
	1980	2,823	136.63	10,198	73.46
	1990	4,430	56.93	15,518	52.17
	2000	6,500	46.73	29,736	91.62
	2010	8,123	1.79	40,451	36.03
	2011	7,596	(6.49)	36,324	(10.20)
	2012	7,702	1.40	37,208	2.43
	2013	7,873	2.22	38,003	2.14
	2014	8,058	2.35	39,105	2.90
	2015	8,128	0.87	39,633	1.35
	2016	8,299	2.10	40,307	1.70
	2017	8,378	0.95	41,106	1.98
	2018	8,280	(1.17)	41,933	2.01

Age distribution of 2017 population:

<u>Age</u>	<u>Number</u>	<u>Percent</u>
Under 5 Years	503	6.07 %
5-14	801	9.67
15-24	1,040	12.56
25-34	1,351	16.32
35-44	871	10.52
45-54	1,292	15.60
55-64	1,342	16.21
65-74	841	10.16
75 and over	239	2.89
	8,280	100.00 %

Median age: 40.3

Sources:

U.S. Census Bureau, ACS Demographic and Housing Estimates
 Utah Department of Workforce Services
 Park City Chamber & Visitors Bureau

Schedule 24
Park City Municipal Corporation, Utah
Transient Room Capacity as a Percentage of Population
Last Ten Fiscal Years

<u>Fiscal Year</u>	<u>Transient Room Capacity (1)</u>	<u>Park City Population</u>	<u>Resort Percentage</u>
2010	26,736	8,123	329 %
2011	27,178	7,596	358
2012	27,178	7,547	360
2013	28,275	7,702	367
2014	28,275	7,873	359
2015	28,275	8,058	351
2016	28,275	8,128	348
2017	23,119	8,299	279
2018	27,422	8,378	327
2019	27,422	8,280	331

Sources:
Park City Chamber/Visitor Bureau

Note:
(1) In 2019, the City used Park City Chamber/Visitor Bureau data for room capacity and restated all previous year's data for consistency.

Schedule 25
Park City Municipal Corporation, Utah
Historical Pledged Taxes
Last Ten Fiscal Years

Fiscal Year	Pledged Sales & Use Taxes		% Change From Prior Year		Pledged Resort Tax (3)		% Change From Prior Year		Pledged Municipal Transient Room Tax		% Change From Prior Year		Total Pledged Taxes		% Change From Prior Year	
2010	\$	3,990,274	2.8	%	\$	5,978,405	26.9	%	\$	-	n/a	%	\$	9,968,679	16.0	%
2011		3,966,554	(0.6)			6,696,333	12.0			-	n/a			10,662,887	7.0	
2012		4,125,435	4.0			7,257,641	8.4			-	n/a			11,383,076	6.8	
2013		4,187,472	1.5			7,837,545 (1)	8.0			-	n/a			12,025,017	5.6	
2014		4,347,534	3.8			11,070,470 (2)	41.2			-	n/a			15,418,004	28.2	
2015		4,731,904	8.8			12,158,993	9.8			-	n/a			16,890,897	9.6	
2016		5,180,094	9.5			13,472,260	10.8			-	n/a			18,652,354	10.4	
2017		5,620,687	8.5			14,695,621	9.1			-	n/a			20,316,308	8.9	
2018		5,915,331	5.2			15,576,576	6.0			1,592,720 (4)	n/a			23,084,627	13.6	
2019		6,403,710	8.3			16,915,887	8.6			2,733,084	71.6			26,052,681	12.9	

Notes:

- (1) Beginning in fiscal year 2013 the City began reporting 25 percent of the 1.1 percent Resort Communities Tax to transit-related projects and improvements.
- (2) The 0.50 percent Additional Resort Communities Sales and Use Tax implemented in fiscal year 2013, went into effect in fiscal year 2014.
- (3) 2010-2018 restated to include the full Resort Sales and Use Tax applicable to each year.
- (4) The 1.0 percent Municipal Transient Room Tax was implemented on January 1, 2018.

Schedule 26
Park City Municipal Corporation, Utah
Operating Indicators by Function
Last Ten Fiscal Years

Function	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Police										
Physical arrests	577	583	468	616	623	516	506	449	426	318
Parking citations	295	102	342	326	219	282	236	291	129	132
Traffic citations	2,044	1,984	963	950	904	454	966	712	697	608
Public works										
Street resurfacing (tons of asphalt)	3,810	5,500	4,616	4,616	5,133	5,526	6,034	5,486	6,500	6,000
Potholes repaired	250	275	235	230	240	210	380	400	200	800
Water										
Number of customers	5,122	5,161	5,171	5,180	5,203	5,226	5,230	5,276	5,331	5,450
New connections	27	26	10	22	37	42	56	56	75	82
Average daily consumption (Tgal)	4,119	4,152	4,915	4,822	4,660	4,430	4,647	4,890	3,475	3,475
Peak daily consumption (Tgal)	8,527	8,120	8,529	8,873	8,820	7,786	7,767	8,660	5,839	5,839
Average monthly billings (3/4" meter)	54.68	54.82	57.61	82.51	86.22	88	83.32	105.87	90.63	111.32
Residential billing rates										
Base rate (per 3/4" meter)	23.36	25.23	28.26	33.35	39.35	44	44.07	44.95	47.65	49.08
Base rate (per 1" meter)	31.54	34.06	45.02	45.02	53.12	59	59.49	60.68	64.32	66.25
Base rate (per 1-1/2" meter)	37.40	40.39	53.38	53.38	62.99	71	70.55	71.96	76.28	78.57
Rate per Tgal (winter months only)	4.09	4.42	5.84	5.84	6.89	8	7.72	5.60	5.94	6.12
Commercial billing rates										
Base rate (per 3/4" meter)	30.37	32.80	43.35	43.35	51.15	57	57.29	58.44	61.95	63.61
Base rate (per 1" meter)	51.39	55.50	73.35	73.35	86.55	97	96.94	98.88	104.81	107.95
Base rate (per 1-1/2" meter)	109.78	118.56	156.69	156.69	184.89	207	207.08	211.22	223.89	230.61
Base rate (per 2" meter)	228.93	247.24	326.75	326.75	385.57	432	431.84	440.48	466.91	480.92
Base rate (per 3" meter)	595.72	643.38	850.30	850.30	1,003.35	1,124	1,123.75	1,146.23	1,215.15	1,251.60
Base rate (per 4" meter)	1,081.61	1,168.14	1,543.82	1,543.82	1,821.71	2,040	2,040.32	2,081.13	2,206.00	2,272.18
Base rate (per 6" meter)	2,039.41	2,202.56	2,910.19	2,910.19	3,434.02	3,846	3,846.10	3,923.02	4,158.40	4,283.15
Base rate (per 8" meter)	3,511.17	3,792.06	5,011.59	5,011.59	5,913.67	6,623	6,623.31	6,755.78	7,161.13	7,375.96
Rate per 1,000 gallons	4.09	4.42	5.84	5.84	6.89	8	7.72	7.87	8.34	8.59
Building activity										
Building permits issued	845	903	984	1,615	1,432	1,289	1,102	999	1,422	1,252
Number of residential units	30	17	24	40	51	119	57	54	66	132
Residential value (in thousands)	13,724	9,429	15,673	21,260	40,646	64,102	30,826	36,092	48,420	97,683
Commercial value (in thousands)	-	8,929	198	173	14,420	17,951	3,663	8,912	40,266	46,236
Parks and recreation										
Racquet club passes	2,263	1,368 (1)	3,304 (2)	5,037	7,038	7,893	7,922	7,067	7,415	7,859
Golf rounds	25,912	25,852	29,282	30,151	30,887	29,269	29,537	30,731	29,484	27,382
Library										
Total volumes borrowed	85,655	89,174	93,626	91,955	79,709 (3)	54,262 (3)	98,930 (4)	111,388	155,683 (5)	193,795 (5)
Circulation per capita	11	12	12	12	10	7	12	13	13	14
Transit										
Total route miles	1,075,422	1,051,995	1,111,456	1,113,567	1,116,067	986,500	1,065,755	1,141,405	1,924,148 (6)	2,159,537
Passengers	1,857,947	1,965,455	1,934,382	1,882,533	1,823,459	1,701,758	1,798,482	2,100,455	2,288,730 (6)	2,659,826

Sources: Various City departments.

Notes: Indicators are not available for the general government function.

- (1) Significant decrease in Racquet club passes, was due to the relocation of the Racquet Club to temporary facilities, during the construction of a new facility.
- (2) New PC MARC facility opened in December 2011, resulting in a large increase in pass sales.
- (3) Significant decrease in Library total volumes borrowed and circulation per capita in 2014 and 2015, was due to the relocation of the Library to temporary facilities, during the renovation of existing facility.
- (4) Significant increase in Library total volumes borrowed and circulation per capita in 2015 and 2016, was due to the completion of the Library renovation.
- (5) Significant increase in Library total volumes borrowed in 2018 due to a change in how electronic material was tracked (count now includes number of units instead of number of titles).
- (6) Significant increase in total route miles in 2018 was due to the addition of several new routes including the Kamas circulator.

Schedule 27
Park City Municipal Corporation, Utah
Capital Asset Statistics by Function
Last Ten Fiscal Years

Function	Fiscal Year									
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
City Area (sq. miles)	18	18	18	18	18	20	20	20	20	20
Police station	1	1	1	1	1	1	1	1	1	1
Transit buses	40	37	36	36	36	37	37	38	39	47
Public works										
Streets (lane miles)	111	111	111	111	126	126	126	126	126	128
Street lights	530	530	545	545	712	712	712	964	985	985
Water										
Fire hydrants	1,056	1,100	1,105	1,105	1,105	1,081	1,090	1,091	1,104	1,131
Water mains (miles)	127	130	131	132	135	137	140	142	142	142
Storage capacity (Tgal)	14,650	14,650	14,650	13,650	13,650	13,650	13,650	13,650	18,250	18,250
Recreation and culture										
Acreage	223	223	223	223	223	223	223	1,536 (1)	1,580	1,675 (3)
Parks	40	40	40	40	40	40	40	42	42	42
Covered picnic areas	4	4	4	4	4	4	4	6	6	6
Tennis courts	9	9	13	13	14	14	14	14	14	14
Soccer fields	6	6	6	6	6	6	6	6	6	6
Baseball diamonds	10	10	10	10	10	10	10	10	10	10
Library	1	1	1	1	1	1	1	1	1	1
Volumes in library	67,626	71,164	82,291	74,071	85,138	97,160	126,999	117,482	155,683 (2)	193,795 (2)
Golf course	1	1	1	1	1	1	1	1	1	1
Ice Rink	1	1	1	1	1	1	1	1	1	1

Sources: Various City departments.

Notes: Fire protection is provided by the Park City Fire District.

(1) Bonanza Flat (1,350 acres) open space was purchased in fiscal year 2017.

(2) The Library changed the way they track electronic material, resulting in a more accurate number in fiscal year 2018 and 2019.

(3) Treasure Hill (105 acres) open space was purchased in fiscal year 2019.

Schedule 28
Park City Municipal Corporation, Utah
Schedule of Insurance in Force
As of June 30, 2019

<u>COMPANY & COVERAGE TYPE, POLICY #</u>	<u>LIMITS</u>	<u>EXPIRATION</u>	<u>PREMIUM</u>	<u>DEDUCTIBLE</u>
LIBERTY MUTUAL (Property Coverage) YU2-Z51-292161-028	\$ 188,533,800	1/1/2020	\$ 158,157	
All other Perils				\$ 10,000
Flood				500,000
Earthquake				100,000
Data, Programs/Software & Computer Systems				500,000
ST. PAUL/TRAVELERS (Crime Policy) 105540277		1/1/2020	\$ 11,850	
Employee Theft - Per Loss Limit	\$ 525,000			\$ 10,000
Forgery or Alteration	500,000			10,000
Money & Securities (In & Outside)	25,000			10,000
Computer Fraud	500,000			10,000
Funds Transfer Fraud	500,000			10,000
WORKERS COMPENSATION FUND (Workers Compensation) 1638608	\$ 1,000,000	1/1/2020	\$ 136,122	\$ -
STATES RISK RETENTION GROUP (Liability) 3000023-1	\$ 10,000,000	1/1/2020	\$ 164,135	\$ 250,000
(General Liability, Automobile Liability, Employment Practice Liability, Law Enforcement Liability and Public Officials Errors & Omission Liability)				
BEAZLEY (Cyber Insurance) W21274180101	\$ 5,000,000	1/1/2020	\$ 32,746	\$ -
Information Security & Privacy Insurance				
GLOBAL AEROSPACE (Drone Coverage) 9007087	\$ 1,000,000	1/1/2020	\$ 630	\$ - (1)

Notes: Indicators are not available for the general government function.

(1) Drone Coverage added in FY 2019.

Schedule 29
Park City Municipal Corporation, Utah
Five-Year Financial Summaries
Last Five Fiscal Years

	Fiscal Year Ended June 30				
	2019	2018	2017 (1)	2016 (1)	2015
ASSETS					
Cash, cash equivalents and investments held by city	\$ 68,768,707	\$ 66,635,201	\$ 64,906,033	\$ 77,276,957	\$ 74,908,660
Cash, cash equivalents and investments held by fiscal agent	30,394,766	11,398,912	6,380,142	6,690,285	10,554,094
Restricted cash, cash equivalents and investments, other	7,194,635	6,604,245	6,318,540	6,312,535	7,418,529
Receivables:					
Taxes	28,179,289	24,009,992	23,385,693	20,740,471	20,631,203
Accounts	11,479,937	9,079,648	11,928,740	2,553,439	2,166,238
Notes receivable	768,356	1,273,106	1,799,575	314,353	320,284
Inventories	864,724	794,366	665,040	772,836	927,978
Other assets	-	-	-	-	-
Prepays	2,582,703	1,263,500	2,239,181	528,089	515,520
Assets held for resale	-	166,096	-	-	-
Capital assets not being depreciated:					
Land and water rights	264,361,177	200,070,570	178,027,967	129,838,076	130,034,390
Construction in progress	30,017,548	28,003,663	12,273,194	10,931,485	13,018,693
Art	889,333	839,333	827,833	827,833	710,570
Capital assets (net of accumulated depreciation):					
Buildings	49,424,165	46,155,763	43,758,490	42,117,192	43,670,618
Improvements other than buildings	79,765,683	82,480,502	82,274,536	77,669,009	67,613,413
Vehicles and equipment	25,690,978	23,770,469	23,909,704	15,058,504	16,123,836
Infrastructure	22,956,314	23,161,347	25,660,425	29,114,178	25,053,552
Intangibles	8,486,048	8,271,741	5,608,810	5,652,891	5,691,867
Net pension assets	-	3,365	3,713	7,661	22,838
Total assets	631,824,363	533,981,819	489,967,616	426,405,794	419,382,283
Deferred outflows of resources					
Deferred charge on refunding	-	-	-	7,477	15,227
Deferred outflows of resources related to pensions	7,434,656	7,335,717	6,578,882	5,277,742	1,597,998
Total deferred outflows of resources	\$ 7,434,656	\$ 7,335,717	\$ 6,578,882	\$ 5,285,219	\$ 1,613,225
LIABILITIES					
Accounts payable	\$ 5,966,218	\$ 5,395,183	\$ 10,204,455	\$ 4,243,398	\$ 4,813,660
Accrued liabilities	4,221,062	3,174,630	2,674,359	2,868,301	2,707,660
Long-term debt due within one year:					
Compensated absences	913,654	525,320	534,198	431,558	391,979
Contracts payable	-	-	-	-	93,024
General obligation bonds	5,910,000	4,360,000	4,945,000	3,300,000	3,215,000
Revenue bonds	8,035,000	6,495,000	4,720,000	4,530,000	4,690,000
Long-term debt due in more than one year:					
Compensated absences	313,404	699,776	670,641	681,413	616,886
General obligation bonds	85,722,655	40,913,366	45,540,922	22,709,111	26,083,159
Contracts payable	-	-	-	-	-
Revenue bonds	102,476,579	80,928,230	54,793,151	59,904,698	64,829,343
Net pension liability	14,568,026	7,780,234	11,020,794	10,109,665	6,596,256
Total liabilities	228,126,598	150,271,739	135,103,520	108,778,144	114,036,967
Deferred inflows of resources					
Property taxes	23,863,826	20,046,312	19,785,339	17,605,701	17,553,354
Deferred gain on refunding	500,262	217,783	321,672	425,561	529,450
Deferred inflows of resources related to pensions	514,445	6,025,822	1,803,202	1,142,122	1,049,810
Deferred inflows of resources - unavailable revenue	-	166,096	-	-	-
Total deferred inflows of resources	24,878,533	26,456,013	21,910,213	19,173,384	19,132,614
NET POSITION					
Net investment in capital assets	313,830,787	294,285,169	273,727,467 (3)	233,610,613 (2)	220,380,226
Restricted for:					
Capital projects	7,194,635	6,604,245 (4)	6,318,540 (4)	6,312,535 (4)	7,418,529 (4)
Other	58,940	57,571 (4)	59,674 (4)	48,640 (4)	47,201 (4)
Unrestricted	65,169,526	63,642,799 (4)	59,427,084 (4)	63,767,697 (4)	59,979,971 (4)
Total net position	386,253,888	364,589,784	339,532,765	303,739,485	287,825,927
Total liabilities and deferred inflows of resources and net position	\$ 639,259,019	\$ 541,317,536	\$ 496,546,498	\$ 431,691,013	\$ 420,995,508

Source: Information extracted from the City's fiscal years ended June 30, 2015 through 2019 general purpose financial statements.

Notes:

- (1) Restated.
- (2) Fiscal year 2017 - Capital asset adjustment, required restatement of fiscal year 2016.
- (3) Fiscal year 2018 - Capital asset adjustment, required restatement of fiscal year 2017.
- (4) Reclassified long-term debt related to net assets restricted for debt service and capital projects out of unrestricted net assets.

SINGLE AUDIT, INTERNAL CONTROL AND COMPLIANCE REPORTS

Park City Municipal Corporation, Utah
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2019

Federal Grantor Agency or Pass Through Entity	Federal CFDA Number	Grant Number	2019 Expenditures
U.S. Department of Transportation			
Bus and Bus Facilities	20.509	UT-2016-006-00	1,972,123
Bus and Bus Facilities	20.526	UT-18-X032	1,919,736
		Subtotal	<u>3,891,859</u>
Department of Homeland Security			
Pass Through Utah Department of Public Safety			
Emergency Management Project Grant	97.042	EMPG-2018-DEM	6,250
Pass Through Summit County			
State Homeland Security Pass Through Grant FY16	97.042	PARP-16HSGP	8,028
			<u>14,278</u>
U.S. Department of Justice			
Pass Through Utah Office for Victims of Crime			
Victim of Crime Act (VOCA) Grant	16.017	16-VOCA-45	14,383
Bureau of Justice Assistance	16.835	2018-BC-BX-0018	48,524
Equitable Sharing Program	16.922	UT-0220500	56,556
		Subtotal	<u>119,463</u>
Total Federal Awards			<u><u>\$ 4,025,600</u></u>

Park City Municipal Corporation, Utah
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2019

Note 1. Reporting Entity

The accompanying supplementary schedule of expenditures of federal awards presents the activity of all federal financial assistance programs of Park City Municipal Corporation (the City). The reporting entity is defined in Note A to the basic financial statements. The schedule includes federal financial assistance received directly from federal agencies as well as passed through other government agencies.

Note 2. Basis of Presentation

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City. Expenditures passed through to subrecipients are presented on the cash basis of accounting and all other expenditures are presented on the accrual basis of accounting.

The information in the schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Park City Municipal Corporation, Utah
Schedule of Findings and Questioned Costs
For the Fiscal Year Ended June 30, 2019

Section I - Summary of Auditors' Results:

Financial Statements:

Type of auditors' report issued	Unmodified
Internal control over financial reporting:	
Material weaknesses identified	No
Significant deficiencies identified that are not considered to be material weaknesses	None reported
Noncompliance material to financial statements	None reported

Federal Awards:

Internal control over major programs:	
Material weaknesses identified	No
Significant deficiencies identified that are not considered to be material weaknesses	None reported
Type of auditors' report issued on compliance for major programs	Unmodified
Audit findings required to be reported in accordance with 2 CFR 200.516(a)	None reported
Identification of major programs:	
CFDA Number	20.526
Name of Federal Program or Cluster	U.S. Department of Transportation, Bus and Bus Facilities
Dollar threshold used to distinguish between Type A and Type B programs	\$750,000
Auditee qualified as low-risk auditee	Yes

Section II – Findings relating to the financial statements, which are required to be reported in accordance with auditing standards generally accepted in the United States

None reported

Section III – Findings and questioned costs for federal awards, including audit findings required by 2 CFR 200.516(a)

None reported

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

Members of the City Council
Park City Municipal Corporation, Utah

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Park City Municipal Corporation (the City) as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents, and have issued our report thereon dated December 20, 2019.

Internal Control over Financial Reporting. In planning and performing our audit of the basic financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the basic financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency* in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's basic financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters. As part of obtaining reasonable assurance about whether the City's basic financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of basic financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report. The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Salt Lake City, Utah
December 20, 2019

DRAFT

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR
EACH MAJOR PROGRAM; REPORT ON INTERNAL CONTROL
OVER COMPLIANCE; AND REPORT ON SCHEDULE OF EXPENDITURES
OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

Members of the City Council
Park City Municipal Corporation, Utah

We have audited the compliance of the Park City Municipal Corporation (the City) with the types of compliance requirements described in the Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended June 30, 2019. The City's major federal program is identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility. The City's management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs.

Auditors' Responsibility. Our responsibility is to express an opinion on compliance for the City's major federal program based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of the City's compliance.

Opinion on Major Federal Program. In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on the City's major federal program for the year ended June 30, 2019.

Report on Internal Control Over Compliance. The City's management is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on the major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency* in internal control over compliance exists when the design or operation of a control over

compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness* in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance. We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We issued our report thereon dated December 20, 2019, which contained an unmodified opinion on those basic financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Salt Lake City, Utah
December 20, 2019

Independent Auditors' Report on Compliance and on Internal Control over Compliance as Required by the *State Compliance Audit Guide*

To the Honorable Mayor and Members of the City Council
Park City Municipal Corporation

Report on Compliance

We have audited Park City Municipal Corporation's (the City) compliance with the applicable state compliance requirements described in the *State Compliance Audit Guide*, issued by the Office of the Utah State Auditor, that could have a direct and material effect on the City for the year ended June 30, 2019.

State compliance requirements were tested for the year ended June 30, 2019 in the following areas:

- Budgetary Compliance
- Fund Balance
- Utah Retirement Systems
- Restricted Taxes and Other Related Restricted Revenue
- Open and Public Meetings Act
- Public Treasurer's Bond
- Utah Public Finance Website (Transparency)
- Enterprise Fund Transfers, Reimbursements, Loans, and Services
- Tax Levy Revenue Recognition

Management's Responsibility

Management is responsible for compliance with the state requirements referred to above.

Auditor's Responsibility

Our responsibility is to express an opinion on the City's compliance based on our audit of the compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the *State Compliance Audit Guide*. Those standards and the *State Compliance Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect a state compliance requirement occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each state compliance requirement referred to above. However, our audit does not provide a legal determination of the City's compliance with those requirements.

Opinion on Compliance

In our opinion, Park City Municipal Corporation complied, in all material respects, with the compliance requirements referred to above for the year ended June 30, 2019.

Other Matters

The results of our auditing procedures disclosed no instances of noncompliance, which are required to be reported in accordance with the *State Compliance Audit Guide*.

Report On Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the state compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the state compliance requirements referred to above to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance with those state compliance requirements and to test and report on internal control over compliance in accordance with the *State Compliance Audit Guide*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or to detect and correct, noncompliance with a state compliance requirement on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a state compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a state compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements of the *State Compliance Audit Guide*. Accordingly, this report is not suitable for any other purpose.

Salt Lake City, Utah
December 20, 2019

PARK CITY MUNICIPAL CORPORATION
SCHEDULE OF STATE COMPLIANCE FINDINGS AND RESPONSES
FOR THE YEAR ENDED JUNE 30, 2019

State Compliance Finding – Current Year

2019-001 Budgetary Compliance

Finding:

Utah State Code Section 10-6-123 states that the entity's total expenditures by fund or department may not exceed the amounts appropriated in the final adopted budget. Park City Municipal Corporation (the City) had interfund transfer expenses set higher than what was budgeted that caused Sales Tax Revenue Bond and Debt Service Funds to exceed the final adopted budget.

Recommendation:

We recommend that the City reinforce policies over budget review and augmentation to ensure compliance with the State compliance requirement over budgetary compliance.

Management Response:

The Park City Municipal Budget Department strives to match the allocated budget to what is anticipated to be expensed during the fiscal year. Unfortunately, the department failed to do this for two interfund transfer expenses for the last fiscal year. This was caused by using an older version of a spreadsheet used to update all the interfund transfer annual budgets. The final version did not make it into the City Council adopted budget even though the interfund transfer expenses had to happen. Oversight by budget management will be enhanced going into the next budget cycle. The Budget Department is also adding a senior analyst resource and updating software to assist in mitigating errors.

PARK CITY MUNICIPAL CORPORATION
SCHEDULE OF STATE COMPLIANCE FINDINGS AND RESPONSES
FOR THE YEAR ENDED JUNE 30, 2019

State Compliance Finding – Current Year (Continued)

2019-002 Open and Public Meetings

Finding:

Utah State Code Section 52-4-203(4)(e) states that minutes must be posted to the Utah Public Notice Website within three days of the meeting minutes being approved. The City is posting Meeting minutes to the website, but not always within the 3-day window after approval.

Recommendation:

We recommend that the City reinforce policies regarding the Open and Public Meeting Act to ensure compliance with the State compliance requirement Open and Public Meetings.

Management Response:

Management informed us that the City Recorder posts the approved minutes within three days after they are approved. At times, the City Recorder receives public comment or PowerPoint presentations after the minutes and attachments have been uploaded within the three-day time period. Appropriately and in order to ensure maximum transparency to the public, the Recorder combines the late submission items to the approved minutes and uploads the updated document. The outdated version is deleted at that time, yet the three-day provision was met as required. Unfortunately, the website does not show the date of the original upload. In the future, the City will leave all versions of the approved minutes with the associated attachments so the auditors can confirm compliance.

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Logan Jones

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve the Following Amendments/Contracts Associated with Invasive Species Mitigation ("ISM") Grant Funding: 1) Change Order Number One, with Ground Solutions LLC in an Amount not to exceed \$44,000.00 for Noxious Weed Control, and 2) a Professional Service Agreement (PSA) with Ecology Bridge LLC Totaling \$30,000.00 for Grant Management, Monitoring and Control Work

Suggested Action:

Council should approve the following amendments/contracts associated with Invasive Species Mitigation ("ISM") Grant funding;

Attachments:

[Invasive Species Mitigation Contracts Staff Report](#)

City Council Staff Report

Subject: Invasive Species Mitigation (ISM) Grant: Contract
Modification/Creation
Author: Logan Jones
Department: Sustainability
Date: December 19, 2019
Type of Item: Consent – Contract Amendment and Award

Staff Recommendation Summary

Approve the following amendments/contracts associated with Invasive Species Mitigation (“ISM”) grant funding;

1. Change order number one, with Ground Solutions LLC, in an amount not to exceed \$44,000 for noxious weed control.
2. A new Professional Service Agreement (PSA) with Ecology Bridge LLC, totaling \$30,000 for grant management, monitoring effectiveness of treatment/dispersal, and control work.

Background:

During winter 2019, staff applied and was awarded an Invasive Species Mitigation (ISM) grant for noxious weed control of garlic mustard and spotted knapweed for \$200,000 from The Utah Department of Agriculture and Food.

On May 30, 2019, Council awarded three PSAs associated with the ISM Grant ([Staff Report Link](#)). Ground Solutions LLC was awarded a contract in the amount of \$29,000 for herbicide and mechanical control of noxious weeds at this time.

One grant contractor has fallen short of contracted control goals and dollar amounts. In order to ensure grant funds are spent, staff plans to shift funds to other contracts.

Analysis:

Staff to move funds in the following ways:

- a) Increase contract amount of Ground Solutions LLC’s previously procured contract.
- b) To a new contractor, procured through a recent RFP.

Over the past seven months, staff and grant partners have worked diligently to control target species associated with the grant. During summer, one of the three contractors was difficult to schedule, which caused the contractor to fall short of meeting projected control goals. Ground Solutions has personnel readily available, who accurately monitor/treat remote areas and properly identify noxious weed species. Recommendations in this report are made to ensure all funds associated with grant work are used by the grant deadline of June 30, 2020. The contract modification and additional contractor procured through the RFP process has to do with dollar amounts allocated to each contractor and not the scope of work of the project or increase in budget.

Funding:

To date, \$108,125 of the total grant funding has been used, leaving \$91,875 for spring treatment/monitoring etc.

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve a Purchase Agreement to Acquire the 7.1 Acre Bransford Property from the 'Bransford Sisters' for \$170,000 in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Bransford Purchase Agreement Staff Report](#)

[Exhibit A: Bransford Purchase and Sale Agreement](#)

City Council Staff Report

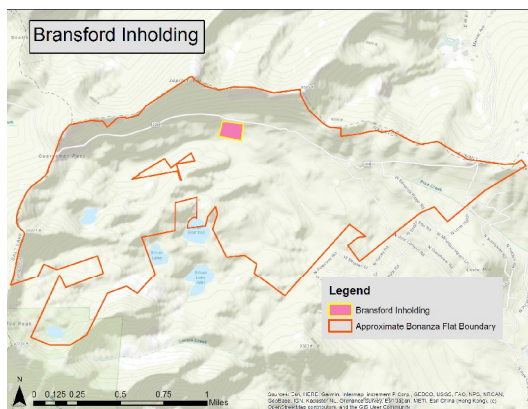
Subject: Bonanza Flats Inholding Purchase Agreement
Author: Heinrich Deters
Department: Sustainability
Date: December 19, 2019
Type of Item: New Business-Property Acquisition

Recommendation

Staff recommends Council approve a purchase agreement to acquire the 7.1 acre Bransford property from the 'Bransford Sisters', for One Hundred Seventy Thousand Dollars (\$170,000) in a form approved by the City Attorney. (Exhibit A)

Background

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



Analysis

The Bransford property is primarily made up of mining claims and includes the associated surface rights.

UOL has been working with the landowner for numerous months and was able to acquire a purchase option on the property, once an appraisal was completed. The appraisal valued the property at \$170,000. UOL has committed \$80,000 to the City as part of the acquisition, with the City paying the remaining balance for fee title of the property. The intention of the transaction is to have the City include this property into the proposed Bonanza Flat Conservation Easement, thereby expanding the total open

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

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

By acquiring the property, all possible development, however minimal, will be permanently removed.

Attachments

Exhibit A- Bransford Purchase Agreement

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

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY (this “**Agreement**”) is entered into this ____ day of _____, 2019, by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (the “**Purchaser**”), and **The Mary Bransford Leader Family Trust, The Carolyn MacDonald Trust, The Anne Bransford Trust** each with an equal 1/3 undivided interest the ‘**Bransford Sisters**’, individuals, (the **Seller**).

WHEREAS, Seller is the owner of approximately 7.1 acres of real property in Wasatch County, known as the Bransford Exception; tax parcel 00-0020-5157/5158/5159. and depicted on **Exhibit “A”**, attached hereto and made hereof (the “**Property**”); and

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

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

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

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

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

2. **SELLER MATERIALS.** Purchaser is familiar with the Property and is willing to purchase in its “As-Is” condition as further described in Paragraph 11 below and subject to title inspection as set forth in Paragraph 5, and an inspection period as set forth in Paragraph 6 of this Agreement. To assist Purchaser in familiarizing itself with the Property, Seller has provided those items listed on Exhibit “B” attached hereto (“**Seller’s Materials**”) on or prior to the Effective Date [defined below.] Notwithstanding anything to the contrary contained in this Agreement, in the event of a termination of this Agreement, Purchaser shall return Seller’s Materials and any copies thereof to Seller. The furnishing of Seller’s Materials is without representation or warranty by Seller as to the accuracy thereof, or as to the right of Purchaser to rely on Seller’s Materials.

3. **PURCHASE PRICE AND CLOSING.** The purchase price for the Property is One Hundred Seventy Thousand Dollars (\$170,000.00) (the “**Purchase Price**”)

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

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

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

4(c) The closing (the “**Closing**”) shall occur on or before **January 6, , 2020**, (the “**Closing Date**”). The Closing shall be held at the offices of the Escrow Agent or such other location as the parties shall mutually designate. Seller and Purchaser shall have the right to extend the Closing Date by written agreement. In the event that Closing does not occur by the initial Closing Date or any extension agreed to in writing by Seller and Purchaser, this Agreement shall terminate, in which case the Earnest Money Deposit shall be released to Seller, and the parties shall be relieved of further liability hereunder with the exception of Purchaser’s obligations to Seller that survive any termination of this Agreement as described in Paragraph 9(a) and 9(b) below.

5. TITLE.

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

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

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

5(c) At the Closing, Seller shall convey fee title to the Property by providing a General Warranty Deed (the “**Deed**”) to Purchaser, subject to the Permitted Exceptions [defined below].

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

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

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

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

6. INSPECTION PERIOD.

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

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

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

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

7. CONDITIONS PRECEDENT TO CLOSING.

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

(i) All conditions of title have been met pursuant to Paragraph 5 hereof;

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

(iii) The representations, warranties and covenants of Seller set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 10(a);

In the event that any of the foregoing Purchaser Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Purchaser shall, as its sole remedy, either (i) waive the applicable unsatisfied Purchaser Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Seller, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser's obligations to Seller that survive any termination of this Agreement. If Seller has breached the Agreement, Purchaser is entitled to the remedy described in Paragraph 9(b) below.

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

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

- (i) All conditions of title have been met pursuant to Paragraph 5 hereof;
- (ii) Purchaser is not in default of this Agreement;
- (iii) The representations, warranties and covenants of Purchaser set forth in this Agreement shall be true and correct as of the Closing Date, including, but not limited to, the representations in Paragraph 10(b) hereof;

In the event that any of the foregoing Seller Conditions Precedent to Closing are not satisfied on or prior to the Closing Date, then Seller shall, as its sole remedy, either (i) waive the applicable unsatisfied Seller Conditions Precedent to Closing and proceed to Closing on the scheduled Closing Date or (ii) immediately terminate this Agreement by written notice to Purchaser, in which case the parties shall be relieved of further liability hereunder with the exception of Purchaser’s obligations to Seller that survive any termination of this Agreement. If Purchaser has breached the Agreement, Seller is entitled to the remedy described in Paragraph 9(a) below.

8. CLOSINGS, CONVEYANCE AND TITLE.

8(a) Title to the Property, including any water rights appurtenant to the property and any water source, developed or natural, which is on the property is to be conveyed hereunder subject to the Permitted Exceptions.

8(b) Any escrow fee shall be paid by Purchaser. Any transfer or conveyance taxes or fees, filing fees and/or costs associated with the recordation of the Deed and/or Purchaser’s financing shall be at Purchaser’s expense. Purchaser shall also pay all costs and expenses associated with Purchaser’s procurement of a survey. Except as otherwise provided for in this Agreement, Seller and Purchaser will each be solely responsible for and bear all of their own respective expenses.

8(c) Seller shall be responsible for all real estate taxes, assessments or other charges accruing prior to the date of the Closing and Purchaser shall be responsible for such real estate taxes, assessments and other charges accruing on or after the date of the Closing. Seller shall be responsible for procurement of title insurance, including, without limitation, the Title Policy. At Closing, real estate taxes and other charges payable on an annual or periodic basis shall be prorated to the date of Closing based on the most recent available tax information.

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

9. DEFAULT; LIABILITY OF PARTIES.

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

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

9(c) Seller and Purchaser acknowledge and represent that Seller and Purchaser have dealt with no brokers in connection with the Property and entering into this Agreement. Should any other claim for commission

be asserted or established, the party in breach of its representation in this Paragraph 9(c) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.

9(d) No failure(s) or default(s) by Purchaser or Seller shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days provided the party diligently and continuously pursues such cure). The provisions of this Subparagraph 9(d) shall not apply to Purchaser's failure to timely deliver the Earnest Money Deposit or to a default by Purchaser or Seller for failure to close on the purchase of the Property as and when required hereunder.

A 9(e) If Seller breach this Agreement, and the breach is discovered prior to Closing, Purchaser's sole remedy is described in Paragraph 9(b) of this Agreement. Except as to a breach by Seller of any warranty, representation or covenant contained in Paragraph 9(c) or Paragraph 10 of this Agreement, if Seller breaches this Agreement, and such breach is discovered after Closing, Purchaser shall have no remedy or recourse against Seller. Purchaser has factored this risk into its decision to purchase. If and only if it is determined within six (6) months after Closing that Seller breached any warranty, representation or covenant contained in Paragraph 9(c) or Paragraph 10 of this Agreement, and if Purchaser notifies Seller in writing of any such breach within six (6) months of the Closing, Purchaser's sole remedy shall be one of the following: (i) cure of the breach by or on account of Seller; or (ii) payment of appropriate monetary compensation by Seller to Purchaser for such breach. Purchaser hereby agrees that in no event will the liability of Seller under this Agreement (including, without limitation, any liability of Seller for breach or default under any representation, warranty or covenant made by Seller in Paragraph 9(c) or Paragraph 10 hereof) exceed, in the aggregate, one and one half of one percent (1.50%) of the Purchase Price.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS.

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

- (i) Seller has granted no person any contract right or other

right to possession of any portion of the Property.

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

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

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

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

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

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

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

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PURCHASER HEREBY ACKNOWLEDGES THAT IT SHALL NOT BE ENTITLED TO, AND SHALL NOT RELY ON SELLER, ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, AND SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR

IMPLIED, EITHER UNDER COMMON LAW, BY STATUTE, OR OTHERWISE, AS TO (I) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO, ANY STRUCTURAL ELEMENTS, FOUNDATION, ACCESS, LANDSCAPING, SEWAGE OR UTILITY SYSTEMS AT THE PROPERTY, IF ANY; (II) THE QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF SOILS AND GROUND WATER OR THE EXISTENCE OF GROUND WATER AT THE PROPERTY; (III) THE EXISTENCE, QUALITY, NATURE, ADEQUACY OR PHYSICAL CONDITION OF ANY UTILITIES SERVING THE PROPERTY; (IV) THE DEVELOPMENT POTENTIAL OF THE PROPERTY, ITS VALUE, ITS PROFITABILITY, ITS HABITABILITY, MERCHANTABILITY OR FITNESS, SUITABILITY OR ADEQUACY OF THE PROPERTY FOR ANY PARTICULAR PURPOSE; (V) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; (VI) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATIONS WITH ANY APPLICABLE CODE, STATUTE, LAW, ORDINANCE, RULE, REGULATION, COVENANT, PERMIT, AUTHORIZATION, STANDARD, CONDITION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY AUTHORITY; (VII) THE QUALITY OF ANY LABOR OR MATERIALS RELATING IN ANY WAY TO THE PROPERTY; (VIII) THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY; OR (IX) THE OPERATION OF THE PROPERTY FROM THE DATE OF THIS AGREEMENT UNTIL THE CLOSING.

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

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

WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE PRECEDING, EXCEPT FOR TO THE EXTENT ARISING OUT OF A BREACH BY SELLER OF THE PROVISIONS IN PARAGRAPH 9(b),, PURCHASER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST THE SELLER WITH RESPECT TO COSTS, DAMAGES, OBLIGATIONS, PENALTIES, CAUSES OF ACTION AND OTHER LIABILITIES

(WHETHER ACCRUED, CONTINGENT, ARISING BEFORE OR AFTER THIS AGREEMENT, OR OTHERWISE) ARISING AS A RESULT OF (I) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (II) ITS ABILITY OR INABILITY TO OBTAIN OR MAINTAIN BUILDING PERMITS, EITHER TEMPORARY OR FINAL CERTIFICATES OF OCCUPANCY OR OTHER LICENSES FOR THE USE OR OPERATION OF THE PROPERTY, AND/OR CERTIFICATES OF COMPLIANCE FOR THE PROPERTY, (III) THE ACTUAL OR POTENTIAL INCOME OR PROFITS TO BE DERIVED FROM THE PROPERTY, (IV) THE REAL ESTATE TAXES OR ASSESSMENTS NOW OR HEREAFTER PAYABLE THEREON, (V) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY, OR COMPLIANCE OF PAST OWNERS AND OPERATORS OF THE PROPERTY, IN REGARD TO ANY PAST, PRESENT AND FUTURE FEDERAL, STATE AND LOCAL ENVIRONMENTAL PROTECTION, POLLUTION CONTROL, POLLUTION CLEANUP, AND CORRECTIVE ACTION LAWS, RULES, REGULATIONS, ORDERS, AND REQUIREMENTS (INCLUDING WITHOUT LIMITATION CERCLA, THE RESOURCE CONSERVATION AND RECOVERY ACT ("RCRA"), AND OTHERS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE, RELEASE, DISPOSAL, REMOVAL, REMEDIATION OR RESPONSE TO, OR NOTIFICATION OF GOVERNMENTAL ENTITIES CONCERNING, TOXIC, HAZARDOUS, OR OTHERWISE REGULATED WASTES, SUBSTANCES, CHEMICALS, POLLUTANTS OR CONTAMINANTS), OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (VI) THE PRESENCE ON, IN, UNDER OR NEAR THE PROPERTY OF (INCLUDING WITHOUT LIMITATION ANY RESULTANT OBLIGATION UNDER CERCLA, RCRA, 42 U.S.C. § 6973 et seq., ANY STATE STATUTE OR REGULATION, OR OTHERWISE, TO REMOVE, REMEDIATE OR RESPOND TO) ASBESTOS CONTAINING MATERIAL, RADON, UREA FORMALDEHYDE OR ANY OTHER TOXIC, HAZARDOUS OR OTHERWISE REGULATED WASTE, SUBSTANCE, CHEMICAL, POLLUTANT OR CONTAMINANT, AND (VII) ANY OTHER STATE OF FACTS WHICH EXIST WITH RESPECT TO THE PROPERTY. NOTHING HEREIN SHALL BE CONSTRUED TO WAIVE, RELEASE, OR DISCHARGE ANY CLAIM THE CITY HAS, MIGHT HAVE HAD OR MAY HAVE IN THE FUTURE AGAINST ANY PARTY OTHER THAN REDUS OR ITS AFFILIATES, PARENT ENTITIES, SUBSIDIARIES, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS OR REPRESENTATIVES.

PURCHASER ACKNOWLEDGES AND AGREES THAT THE TERMS AND CONDITIONS OF THIS PARAGRAPH 11 SHALL EXPRESSLY SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR THE RECORDATION OF THE DEED FOR THE PROPERTY.

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

survive Closing for six (6) months.

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

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

15. MISCELLANEOUS.

15(a) All notices and other communications hereunder shall be in writing, and be deemed duly given: (i) when given, if personally delivered; (ii) three

(3) days after mailing, if mailed by certified mail, return receipt requested, postage prepaid; (iii) one (1) business day after shipping via FedEx or other nationally recognized overnight courier service; and (iv) upon the recipient's reply to the sender's Email after sending by Email, to the following addresses:

If to Purchaser: Andy Beerman, Mayor
Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060

With a copy to: Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Thomas Daley, -
Deputy City Attorney
Email: tdaley@parkcity.org

If to Seller:

If to Escrow Agent: High Country Title
1729 Sidewinder Drive
Park City, Utah 84060
Attention: Scott
Buchanan
Email: scott@highcountrytitle.com

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

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

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

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

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

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

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

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

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

15(j) Purchaser shall reasonably cooperate with Seller, if applicable, with respect to one or more like-kind exchanges made pursuant to Section 1031 of the Internal Revenue Code ("**1031 Exchange**"), provided such 1031 Exchange shall not impose on Purchaser any additional liability or financial obligation, shall not delay Closing, and Seller shall indemnify, defend and hold Purchaser harmless for, from and against any claims, damages or expenses arising in connection with or resulting from Seller's 1031 Exchange. Notwithstanding the foregoing, the consummation of the transaction contemplated by this Agreement shall not be subject to or contingent upon Seller's ability to consummate its 1031 Exchange.

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

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

(SIGNATURES FOLLOW ON NEXT PAGE)

WITNESS, the following signatures.

PURCHASER:

PARK CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

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

Attest:

City Recorder

Approved as to form:

City Attorney's Office

(SIGNATURES CONTINUE ON NEXT PAGE)

SELLER:

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

(SIGNATURES CONTINUE ON NEXT PAGE)

Escrow Agent executes this Agreement for the sole purpose of evidencing its agreement to the matters set forth in Paragraphs 4(c) and 8 hereof.

ESCROW AGENT:

HIGH COUNTRY
TITLE

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

EXHIBIT A

Property (Map & Legal Description)

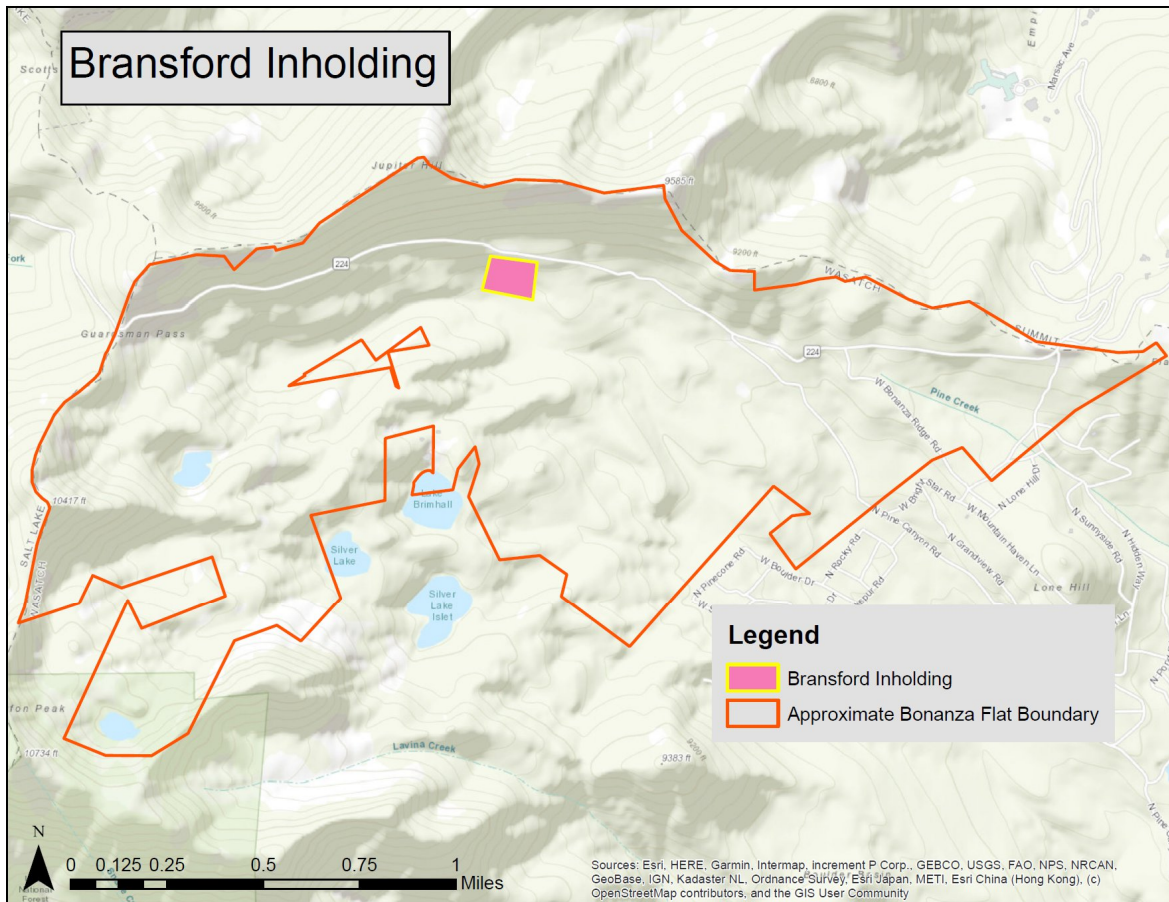


EXHIBIT-B

Document Deliveries

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

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Beth Bynan

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve Type 2 Convention Sales License Applications for Businesses Operating During the 2020 Sundance Film Festival

Suggested Action:

Approve

Attachments:

[CSL Staff Report](#)

[Exhibit A: December 19 CSL List](#)

[Exhibit B: December 19 CSL Map](#)

City Council Staff Report



Subject: Council Approval of Type 2 Convention Sales Licenses for Operation during the 2020 Sundance Film Festival
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: December 19, 2019
Type of Item: Consent

Summary Recommendation

Staff is requesting Council approval of the Type 2 Convention Sales License (CSL) applications listed in Exhibit A for operation during the 2020 Sundance Film Festival (Festival) contingent on passing the Final Inspection Post Application (FIPA).

Executive Summary

The Type 2 Convention Sales License applicants to date pending approval are shown in Exhibit A. The applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load and paid the applicable license fees. Staff is requesting approval of the applications for Convention Sales Licenses during the 2020 Sundance Film Festival (Festival).

Background

The Sundance Film Festival attracts an increasing number of businesses/entities which conduct business within the Park City (City) limits on a short-term basis. These entities are not affiliated with the Sundance Film Festival nor are they official sponsors. The increase in number of these entities has created health, safety and wellness concerns for the City and its residents, including the City's ability to provide basic Police, safety and emergency services. The Finance Department as well as other City staff is inundated with Type 2 Convention Sales License applications in the months and weeks before the Festival starts.

Municipal Code [4-7-3 \(B\)\(2\)](#) retains Council authority to approve Type 2 CSL licenses. Prior to Council's consideration of the Type 2 CSL license application, the applicant must have a pre-inspection prior to application (PIPA). This inspection will highlight any issues related to the space prior to their final inspection. The inspection must accompany the license application along with accurate floor plans stamped by a design professional including the occupant load.

The process for a Type 2 CLS is as follows:

1. Obtain floor plans stamped by a design professional
2. Obtain a PIPA
3. Obtain receipt showing payment to Republic Services in the amount of \$100 to cover trash impacts (one receipt *per applicant*).
4. Make application with site plan, PIPA, and pay the appropriate fee
5. Finance requests approval from City Council

6. Obtain Council approval
7. Obtain a FIPA
8. Issue license

The Municipal Code for Type 2 CSL's allows the City to address issues related to adverse impacts or carrying capacity issues related to the licensed activity and volume. It also allows service departments, event staff and public safety to obtain a more adequate picture of the total public service demands for the Festival in a timeframe that provides for service level and cost adjustments. Staff has reviewed the applications for accuracy and completeness. Staff recommends that Council review and approve the applicants listed in Exhibit A. The applicant(s) listed has received a PIPA and if approved by Council, must receive a FIPA prior to the license being issued.

Conventional Chain Businesses (CCBs)

There are no CCB's in Exhibit A.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Approve the Type 2 CSL applications listed in Exhibit A subject to passing the FIPA.

Pros

The applicants will be able to operate during the Festival.

Cons

There are no anticipated negative impacts associated with approving the locations on Exhibit A.

2. **Other Alternative:** Deny the Type 2 CSL applications listed in Exhibit A.

Cons

The applicants will not be able to operate during the 2020 Festival.

3. **Null Alternative:** If Council does nothing and does not grant approval, the applicants will not be permitted to operate at the specified host locations.

Pros There are no perceived positive impacts from doing nothing.

Cons The applicants will not be able to operate during the 2020 Festival.

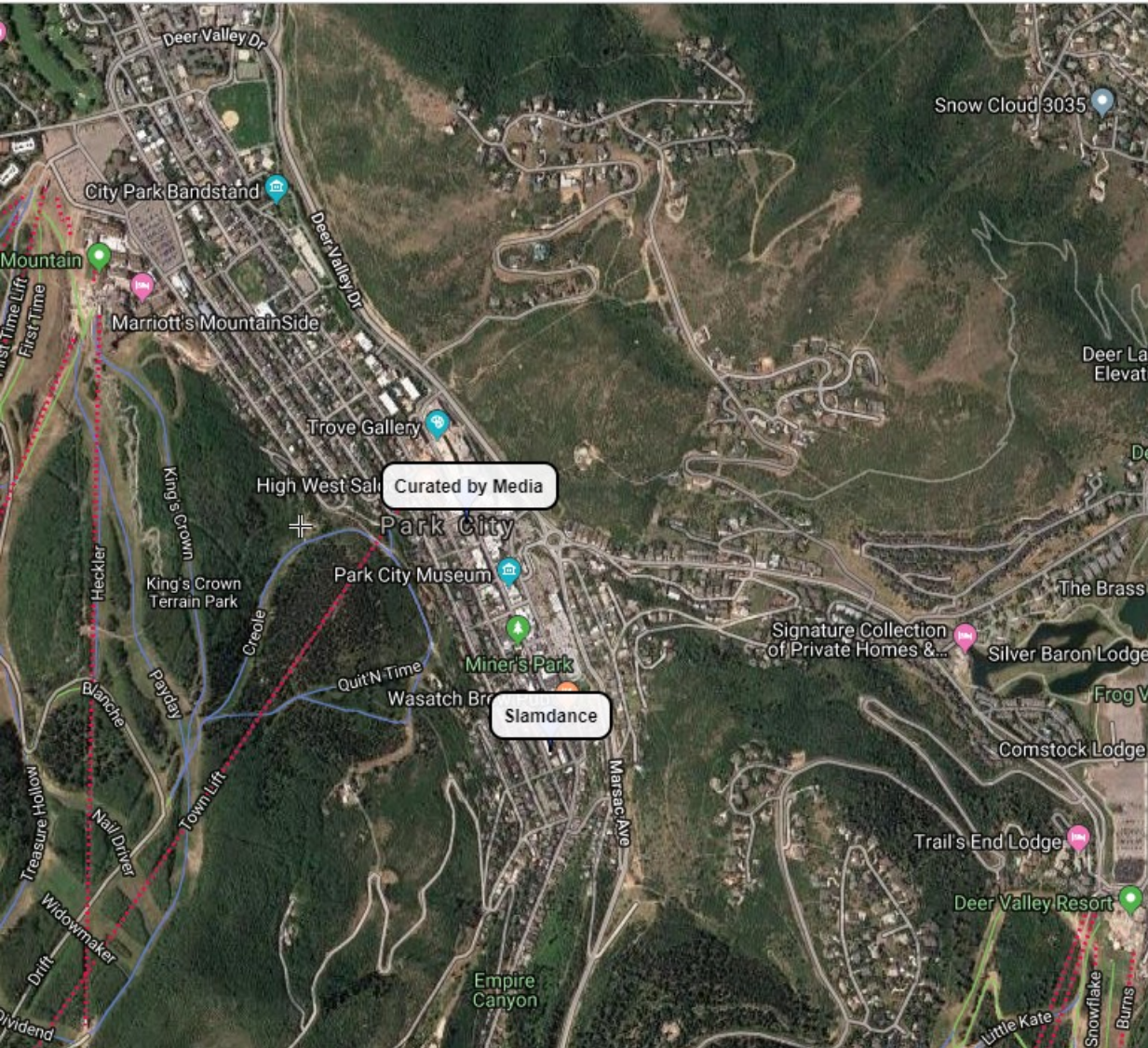
Attachments

Exhibit A - List of Locations

Exhibit B - Map of Locations

CSL

	Applicant Name	Location Address	Regular Tenant	Storefront
	To Be Approved			
1	Slamdance	255 Main Street D & E	Eagle Nails on Main/TMI	N
2	Curated by Media	710 Main	Baan Thai/Bodega	Y
3	ACLU	625 Main Street	Sotheby's	Y
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
	Previously Approved			
23	HBO	306 Main Street	Firewood	Y
24	MACRO	625 Main Street	The Downstairs	N
25	MACRO	625 Main Street	Terzian Gallery	Y
26	Carl Zeiss SBE, LLC	625 Main Street	The Downstairs	N
27	Apple/NVE	657 Park Ave	Big Moose Yacht Club	N
28	Screenvision Media	314 Main Street	David Beavis Gallery	Y
29	Female Quotient	314 Main Street	David Beavis Gallery	Y
Staff recommends a security plan for the highlighted address locations				



Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Beth Bynan

Submitting Department: Finance & Accounting

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve Single Event Temporary Liquor License Applications for Operation During the 2020 Sundance Film Festival

Suggested Action:

Approve

Attachments:

[Liquor License Staff Report](#)

[Exhibit A: December 19 Liquor List](#)

[Exhibit B: December 19 Liquor Map](#)



City Council Staff Report

Subject: Local Consent for Special Event Temporary Alcoholic Beverage Licenses during the 2020 Sundance Film Festival
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: December 19, 2019
Type of Item: Consent

Summary Recommendation

Staff is requesting Council approval of the Special Event Temporary Alcoholic Beverage License (License) applications listed in Exhibit A for operation during the 2020 Sundance Film Festival (Festival).

Executive Summary

Exhibit A lists all License applicants to date pending approval. These applicants have completed all requirements for application, including insurance requirements and paid the applicable license fee. All locations in Exhibit A have been considered vibrant or meet one of the one-year vibrancy exceptions listed in the code and are eligible to be approved for a Single Event Temporary Liquor permit. Staff is requesting approval of the attached applicants to serve alcoholic beverages during the 2020 Festival.

Background

The Municipal Code of Park City [4-6-2-\(B\)1](#) requires City Council approval of all single event alcoholic beverage licenses effective during the Festival, “no later than the last regularly scheduled meeting in the month of December.” There are instances in which Park City Municipal (City) requires a License and the Department of Alcoholic Beverage Control (DABC) does not (i.e. private parties). As stated in Municipal Code [4-6-2-\(B\)1](#), all Single Event Temporary Liquor permit applications for the dates during the Sundance Film Festival are required to obtain Council approval no later than the last regularly scheduled meeting in the month of December.

After the Finance Department accepts completed applications, the applications are reviewed by multiple departments. After approval, the applications must receive City Council approval. Municipal Code [4-6-2\(B\)\(2\)](#), allows City Council to choose to hold an emergency meeting to hear no more than twelve (12) applications for late approval. *If* an emergency meeting is held, no more than the first twelve complete applications to be submitted will be heard. A higher fee, pursuant to the fee schedule, may be required due to the expedited nature of the emergency meeting.

Condition of Approval:

In order to maintain life safety standards, staff recommends that security personnel (at a ratio of 1 security officer per 50 occupants) be required for all Single Event Temporary Alcoholic Beverage Licenses issued to nightclubs, bars and similar uses. Staff

recommends that this security be included as a condition of approval for these identified sites if highlighted in Exhibit A. Staff included this condition of approval information in the 2020 Rules of the Road document to encourage compliance and reduce last minute surprises for event organizers and applicants. To ensure compliance, the Fire Marshall will be monitoring the security plan implementation of these occupancy ratios.

Sites approved through the Special Event process are separately regulated; security is addressed during that application process.

Vibrancy:

In accordance with [4-2-15 "Vibrant Commercial Storefronts"](#), locations that have been deemed “dark” for two or more consecutive quarters and which do not meet any of the one-year allowed exceptions will not be eligible for a Single Event Temporary Liquor permit at that location. All of the locations listed in Exhibit A are either vibrant or have met one of the exceptions to vibrancy and are eligible to be approved for the Single Event Temporary Liquor permit.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Approve the Single Event Liquor Permit locations listed in Exhibit A

Pros

- a. The applicants will be able to serve liquor at their permitted locations.

Cons

- a. There are no anticipated negative impacts associated with approving the locations on Exhibit A.

- 2. Other Alternative:** Deny the Type 2 CSL applications listed in Exhibit A.

Cons

The applicants will not be able to operate during the 2020 Festival.

- 3. Null Alternative:** If Council does nothing and does not grant approval, the applicants will not be permitted to operate at the specified host locations.

Pros There are no perceived positive impacts from doing nothing.

Cons The applicants will not be able to operate during the 2020 Festival.

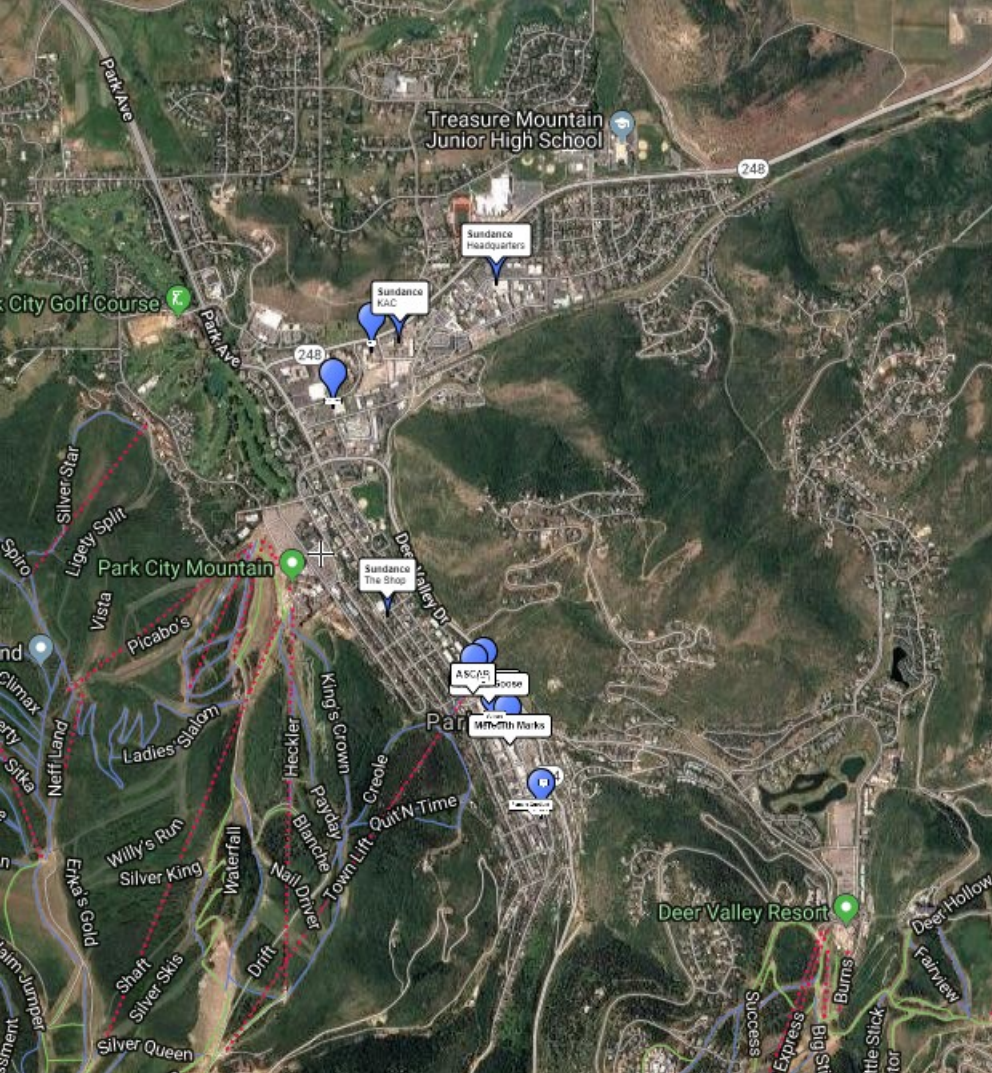
Attachments

Exhibit A- List of locations

Exhibit B- Map of Locations

Temporary Liquor Applications

	Applicant Name	Location Address	Regular Tenant	Storefront
	To Be Approved			
1	IndieWire Studio	625 Main Street	Sotheby's	Y
2	Meredith Marks Design (wk 1)	511 Main Street	Meredith Marks	Y
3	Meredith Marks Design (wk 2)	511 Main Street	Meredith Marks	Y
4	Sundance Institute (wk 1)	1895 Sidewinder Drive	Sheraton	N
5	Sundance Institute (wk 2)	1895 Sidewinder Drive	Sheraton	N
6	Sundance Institute (wk 1)	1401 Kearns Blvd	KAC	N
7	Sundance Institute (wk 2)	1401 Kearns Blvd	KAC	N
8	Sundance Institute (wk 1)	1167 Woodside Ave	The Shop	N
9	Sundance Institute (wk 2)	1167 Woodside Ave	The Shop	N
10	Canada Goose	558 Main Street	Park City Clothing Co.	Y
11	ASCAP (wk 1)	751 Main Street	Rich Haines Galleries	Y
12	ASCAP (wk 2)	751 Main Street	Rich Haines Galleries	Y
13	Vulture	591 Main Street	Lunds Fine Art	Y
14	Female Quotient	314 Main Street	PC Vacation Rentals	N
15	Acura (wk 1)	475 Swede Alley	Bob Wells Plaza	N
16	Acura (wk 2)	475 Swede Alley	Bob Wells Plaza	N
17	New Frontier (wk 1)	950 Iron Horse Drive	(Blockbuster)	N
18	New Frontier (wk 2)	950 Iron Horse Drive	(Blockbuster)	N
19	TAO	1251 Kearns	The Yard	N
20	The Walt Disney Company	738 Main Street	Paint Mixer	N
21	Sundance TV/Done to Your Taste (wk 1)	268 Main Street	Rockwell Room	Y
22	Sundance TV/Done to Your Taste (wk 2)	268 Main Street	Rockwell Room	Y
23	NVE Experience	305 Main Street	Meyer Gallery	Y
	Previously Approved			
23	MACRO	625 Main Street	Terzian Gallery	Y
24	Slamdance	255 Main Street	TMI	N
25	Slamdance	255 Main Street	TMI	N
26	Slamdance	255 Main Street, C	Eagle Nails on Main	N
27				
28				
29				
	Staff recommends a security plan for the highlighted address locations			



Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Request to Approve a Purchase Agreement with Salt Lake City Department of Public Utilities for 55 Acres of Property Located in Bonanza Flat in the Amount of \$1,509,310.00 Subject to the Bonanza Flat Conservation Easement, in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[SLC Bonanza Flat Purchase Agreement Staff Report](#)

[Exhibit A: SLC Bonanza Flat Purchase Agreement](#)

City Council Staff Report



Subject: Bonanza Flat- Salt Lake City Department of Public Utilities Purchase Agreement
Author: Heinrich Deters
Department: Sustainability
Date: December 19, 2019
Type of Item: New Business-Property Disposition

Recommendation

Staff recommends Council approve a Purchase Agreement with Salt Lake City Department of Public Utilities (SLCDPU) for 55 acres of property located in Bonanza Flat in the amount of (\$1,509,310.00) subject to the Bonanza Flat Conservation Easement, in a form approved by the City Attorney. (Exhibit A)

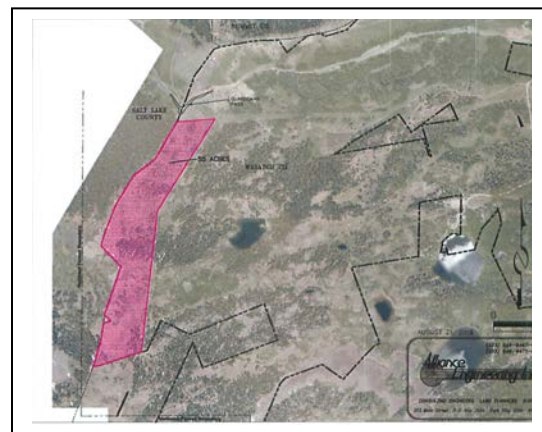
Background

Park City acquired the 1,350 acre Bonanza Flat open space in 2017. The acquisition was made possible by numerous private donations and several public funding agreements. One such funding agreement was with SLCDPU, which committed \$1,500,000 towards the property, conditioned upon an interest in the property be provided due to finance requirements. PCMC conditioned the agreement on the property being included in the Bonanza Flat Conservation Easement.

Analysis

The 55 acres identified within the purchase agreement and below consist of the upper most ridgeline between Wasatch and Salt Lake Counties. It includes the publically recognized Clayton Peak and 10420 geographical areas. The property will be encumbered by the Bonanza Flat Conservation Easement prior to transfer.

The disposition includes all improvements, rights of way and all water rights appurtenant, except for water right numbers 55-3364 and 55-1280. PCMC and SLCDPU have a long standing management relationship and will work in good faith to address any management concerns associated with the property, including the restriction of dogs on trails immediately accessing Big Cottonwood Canyon.



Attachments

Exhibit A- Salt Lake City Department of Public Utilities Purchase Agreement

AGREEMENT TO PURCHASE REAL PROPERTY

RECORDED

JUL 12 2019

CITY RECORDER

THIS AGREEMENT TO PURCHASE REAL PROPERTY (the "Agreement") is made and entered as of _____, by and between **SALT LAKE CITY CORPORATION**, a Utah municipal corporation, 451 South State Street, Room 225, Salt Lake City, UT 84111, hereinafter "City", and Park City Municipal Corporation, a Utah municipal corporation, whose address for the purpose of this Agreement is 445 Marsac Avenue, Park City Utah 84060, hereinafter "Seller", collectively hereinafter the "Parties".

RECITALS

WHEREAS, Seller has acquired fee title to land known as Bonanza Flat located in Wasatch County, Utah, (hereinafter "Property") and has placed a conservation easement over the Property; and

WHEREAS, the City desires to purchase and the Seller desires to sell a portion of the Property equal to approximately 55 acres along and adjacent to the Salt Lake County line (the "SLC Property") and in furtherance thereof, the Parties have executed this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, it is agreed by and between the Parties that City hereby offers to purchase the SLC Property described below upon the following terms and conditions:

1. THE PROPERTY:

Seller hereby agrees to sell to City, and City hereby agrees to purchase from Seller, the Property as described in Exhibit "A" attached hereto and made a part hereof, subject to the terms and conditions of this Agreement:.

2. PURCHASE PRICE:

City shall pay Seller, at the Closing, the sum of **One Million Five Hundred Nine Thousand Three Hundred Ten Dollars (\$1,509,310.00)** as the purchase price for fee title to the SLC Property. Such payment shall constitute full and just compensation to the Seller for the SLC Property. Seller shall pay the cost of a standard coverage policy of title insurance and any recording fees attributable to any curative title documentation. Seller and City shall each pay their own closing costs incidental to conveying the SLC Property to the City. The purchase price shall include all improvements, hereditaments, and appurtenances thereunto belonging or otherwise appertaining to the SLC Property together with all right, title, and interest in and to any streets, roads, avenues, alleys, alleyways, or rights-of-way abutting or in anywise appertaining to the SLC Property herein described. Seller shall transfer any and all water rights appurtenant to the SLC Property by Quit Claim Deed at no additional cost to City; provided, however, that all water rights identified by the Utah Division of Water Rights under numbers 55-3364 and 55-1280, whether appurtenant to the SLC Property or not, are excluded from this provision. Seller and City intend that all water rights found to be appurtenant to the SLC Property and acquired by Seller with the purchase of the Property, with the exception of water rights 55-3364 and 55-1280, shall be owned by

City, and Seller hereby agrees to facilitate any such transfer of such water rights to City, provided there is no additional cost to Seller or City.

3. TITLE:

(a) Seller shall provide to City, at Seller's expense, a Commitment for Title Insurance from Park City Title, 1670 Bonanza Dr #105, Park City, Utah, 84060, hereinafter the "Title Company." Any exceptions that are set forth to the title existing on the date of the City's acceptance of this Agreement that are set forth in Schedule B-2 of the Commitment for Title Insurance, its subsequent amendments, or which would be disclosed by an examination of record or a physical inspection or survey of the SLC Property, shall be deemed approved by City, if City fails to object thereto in writing to Seller within thirty (30) days of receipt by City of the Commitment for Title Insurance. If any objections are so noticed by City, City and Seller shall have thirty (30) days after receipt of City's notice, hereinafter the "Response Period," in which to agree upon the manner of resolving City's objections. Seller may, but shall not be required, to resolve City's objections. If City and Seller have not agreed in writing upon the manner of resolving City's objections, City may terminate this Agreement by providing written notice to Seller no later than five (5) calendar days after the expiration of the Response Period. If this Agreement is not terminated by City pursuant to this Paragraph 3, City's objections shall be deemed waived by City.

(b) Seller represents and warrants that it has good and marketable title to the SLC Property. Seller shall, at closing, convey the SLC Property to City subject only to exceptions to title approved by City (the "Permitted Exceptions"). In the event the conditions precedent contained in Paragraph 7 of this Agreement have been waived or satisfied and Seller for any reason is unable or unwilling to convey the SLC Property subject only to the Permitted Exceptions or any other exception approved by City, then City may, in addition to all other remedies available at law or in equity (including the right of condemnation), shall have the right to terminate this Agreement.

(c) During the period from execution of this Agreement until the closing, Seller shall not further encumber, or permit others to encumber, the SLC Property, nor shall Seller convey rights or interests in the Property to third parties.

4. PHYSICAL CONDITION OF SLC PROPERTY:

Seller warrants to the best of its knowledge that Seller is neither aware of, nor the cause of any release, presence, disposal or clean-up of any hazardous materials, contaminants or pollutants on, over, under, from, or affecting the SLC Property. Seller also warrants to the best of its knowledge that Seller is not aware of any mine tailings, open shaft hazards, underground storage tanks or any materials containing or producing polychlorinated biphenyls or asbestos affecting the SLC Property and that there have been no surface or subsurface conditions which constitute, or with the passage of time may constitute, a public or private nuisance.

5. LOSS OR DAMAGE:

Loss or damage to the land, buildings, or improvements thereon shall be at the risk of the Seller until possession thereof has been surrendered or until title has been conveyed

to the City, whichever occurs first. In the event of any loss or damage to the SLC Property, buildings, or improvements prior to such surrender of possession or conveyance of title, as the case may be, the City may, at its option, terminate this Agreement or the Parties may agree to make whatever adjustments in the purchase price that may be appropriate to cover any loss or damage.

6. ACCESS TO PROPERTY:

Seller hereby authorizes, for the period between acceptance and closing, the City or its contractor, agents or employees to enter upon the SLC Property for the purpose of conducting geotechnical investigations and site surveys, including, but not limited to, a Phase I Environmental Assessment, to determine the environmental and physical properties of the site. The City agrees to hold the Seller harmless and defend and indemnify the Seller from any and all damages and liabilities associated with or arising from City's investigations or site surveys of the Property.

7. CONDITIONS PRECEDENT:

The following are conditions precedent to City's obligation to purchase the SLC Property, each of which must be satisfied fully, in City's sole subjective opinion, or waived in writing by City before City shall be obligated to purchase the SLC Property and all such conditions precedent must continue to be satisfied (if not waived) as of any date of closing hereunder. Both Parties agree to exercise due diligence in attempting to satisfy such conditions precedent and Seller agrees to execute any documents necessary or convenient thereto. The conditions precedent are:

(a) City, at its expense, has obtained soils tests on the SLC Property prepared to criteria and performed by a company approved by City.

(b) City, at its expense, has obtained an environmental assessment of the SLC Property, as deemed appropriate by City (in its sole discretion), prepared by a company reasonably satisfactory to City and City has determined that the results thereof are satisfactory.

(c) City has received a Commitment For Title Insurance from the Title Company and copies of documents constituting exceptions to title on the SLC Property and has approved the same and the state of title generally within the timeframe allowed in Paragraph 3 above.

(d) The Title Company is prepared to issue to City or City's nominee, upon the closing, an ALTA (or equivalent extended coverage) Owner's Policy of title insurance in the full amount of the Purchase Price, insuring fee simple title to the SLC Property, to be vested in City or City's nominee, subject only to Permitted Exceptions. City shall pay the cost of the portion of the premium attributable to an ALTA extended coverage Owner's Policy of title insurance and Seller shall pay the portion of the premium attributable to a standard coverage Owner's Policy of title insurance.

City agrees that it will notify Seller in writing that each of the above conditions has, in City's sole subjective opinion, been satisfied, waived or remains unsatisfied within a reasonable time after receipt of each item required by these conditions precedent.

8. SELLER'S COVENANT, REPRESENTATIONS AND WARRANTIES:

Seller hereby covenants, represents, and warrants (which are deemed restated and remade as of closing) to City as follows:

(a) Title. Seller has good and marketable fee simple title to the SLC Property.

(b) Hazardous Materials. To the best of Seller's knowledge, with respect to the SLC Property, or (pursuant to the protocol of the American Society of Testing Materials for Phase I Assessments) within two thousand feet (2,000) from either of them, that (i) no "Hazardous Material" is or has been transported to or from, or generated, placed, held, released, located, stored, or disposed of on, under, or at them; (ii) neither of them nor any part of any improvements and equipment thereon contains any asbestos or polychlorinated biphenyls; (iii) Seller has not received any notice of any action or proceeding relating to any Hazardous Material or any release or threatened release thereof on, under or at them or any notice contrary to (i) and (ii) above; and (iv) no underground or above ground storage tanks are or have been located on any of them. "Hazardous Material" means any substance or material defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "acutely hazardous waste", "restricted hazardous waste", "toxic substances" or "known to cause cancer or reproductive toxicity", (or words of similar import) petroleum products (including crude oil or any fraction thereof) or any other chemical, substance or material which is prohibited, limited or regulated under any federal, state or local law, ordinance, regulation, order, permit, license, decree, common law, or treaty regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health and safety, the environment, or natural resources.

Seller agrees to indemnify and hold harmless City, its employees, and agents, and any successors to City's interest in the chain of title to the SLC Property, their directors, officers, employees and agents, from and against any and all claims, actions, suits, proceedings, judgments, losses, costs, damages, liabilities, deficiencies, fines, penalties, punitive damages or expenses, whether foreseeable or unforeseeable, directly or indirectly arising out of, in respect to, or in connection with any breach by Seller of its obligations, covenants, representations, or warranties in this Agreement with respect to Hazardous Material.

(c) Pending Assessments and Eminent Domain. Seller has no knowledge and has received no notice of any pending proceeding for the imposition of any special assessment, or the formation of a special assessment district, or for a condemnation proceeding which would affect in any manner any portion of the SLC Property.

(d) No Litigation or Other Breach. No litigation, administrative or other proceeding, order or judgment is pending or outstanding, or to Seller's knowledge, threatened against or relating to any portion of the SLC Property.

9. SURRENDER OF PREMISES/TERMINATION OF EXISTING LEASES:

Seller will surrender to the City the SLC Property vacated by Seller, Seller's tenants and any and all occupants at closing. The SLC Property shall be surrendered "AS IS."

10. CLOSING:

Closing shall occur on a date mutually convenient to City and Seller no later than **August 22, 2019**. Failing to close the transaction during this period shall terminate the Agreement between the Parties. The Parties may by mutual written consent extend or shorten this period. On the closing date, Seller and City shall cause the following to occur through the Escrow:

(a) Seller shall convey to the City, by Special Warranty Deed in a form and substance satisfactory to the Salt Lake City Attorney, title to the SLC Property. The title to the SLC Property shall be free and clear of all assessments, liens (including tax liens both delinquent and current year obligations prorated to the date of closing) or encumbrances of any sort, except for the conservation easement over the Property and the SLC Property to be granted by Seller to Utah Open Lands and those encumbrances which are shown as Permitted Exceptions to the Commitment For Title Insurance as set forth in Paragraph 3 of this Agreement.

(b) The purchase price specified in Paragraph 2 of this Agreement shall be paid and delivered to Seller as follows: **One Million Five Hundred Nine Thousand Three Hundred Ten Dollars (\$1,509,310.00)** at the closing date.

(c) Title Company shall issue a title insurance policy with liability equal to the Purchase Price, insuring City that title to the SLC Property is vested in City subject only to the lien of real property taxes and assessments not yet due or payable, all public and private utility easements and exceptions to title to which City has not objected pursuant to the aforementioned paragraphs or has objected and has subsequently waived such objections in writing delivered to the Title Company.

(d) Title Company shall pay any delinquent tax obligation and Seller's share of the current year's prorated tax obligation, if any, to the Wasatch County Treasurer's Office with said payment being borne by the Seller.

(e) City and Seller shall have performed each and all of the covenants, conditions, agreements and promises to be performed by it hereunder.

(f) All obligations, covenants, representations and warranties contained in this Agreement shall be merged at closing and discharged by the closing and recordation of the deed from Seller to City.

11. DEFAULT:

If either party defaults under any provision of this Agreement, the other party shall have such rights and remedies as provided herein and by applicable law.

12. POSSESSION:

Possession of the SLC Property shall be transferred by Seller to City on the closing date. Any personal property of Seller shall be removed from the SLC Property prior to closing.

13. SUCCESSORS AND ASSIGNS:

Seller shall not assign its rights nor delegate its duties hereunder to any person or entity without the express written consent of City.

14. BROKERS:

City represents and warrants to Seller that no broker has been used in connection with this transaction. If the Seller is represented by an agent/broker in connection with this transaction, the Seller is responsible for all costs associated with that representation. Seller shall indemnify and hold the City harmless from and against all brokerage commissions or finder's fees, and claims therefor, payable in connection with the sale of the SLC Property and resulting out of the acts or omissions of such indemnifying party.

15. NOTICES:

(a) Regular Notice. All notices, demands, statements, waivers, approvals or other communications required or permitted to be given hereunder, shall be delivered or sent to the party intended at the address set forth below. Notices to both Parties shall be sufficient if sent certified mail postage prepaid, or overnight delivery service for which a delivery receipt is required, addressed to Seller or City as follows (or at such other address as parties may notify each other of in writing):

Salt Lake City Corporation
Property Manager/Director
1530 South West Temple
Salt Lake City, Utah 84115

Park City Corporation
Attention: City Recorder
PO Box 1480/445 Marsac Avenue
Park City, Utah 84060

(b) Effectiveness of Notice. Notices sent by certified mail or overnight express delivery shall be effective on the date on which such notice was received.

(c) Facsimile Notice. Notice may be sent by facsimile. Facsimile notice shall be effective on the date of transmission, provided that a confirmation establishing the successful transmission of the notice is sent by first class mail, postage prepaid, along with a copy of the notice no later than 24 hours after the facsimile notice is transmitted.

(d) Saturdays, Sundays and Legal Holidays. If the time for response to any notice expires on Saturday, Sunday or a legal holiday in the State of Utah, the time shall be extended to the next working day.

16. THIRD PARTY BENEFICIARIES:

This Agreement is for the sole benefit of the Seller and City. There are no third party beneficiaries to this Agreement. Only the Parties hereto are intended to benefit from and be entitled to enforce the terms of this Agreement.

17. UTAH LAW:

This Agreement shall be construed under Utah law.

18. ENTIRE AGREEMENT:

This Agreement constitutes the entire and exclusive agreement between the Parties relative to the matters referred to herein, and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof, and also supersedes any escrow instructions executed by the Parties hereto to the extent they do not expressly amend, modify, supersede or cancel, and are inconsistent with, any terms or provision of this Agreement. No agent or representative of the Parties has any right to make any guarantees, warranties or representations except as herein contained. This Agreement may be altered, amended, superseded or revoked only by an instrument in writing signed by both City and Seller or, in the case of a waiver, by the party waiving compliance. If any provision of this Agreement is held invalid, the other provisions herein shall not be affected thereby.

19. PARAGRAPH CAPTIONS:

The captions and phrases as to the contents of particular paragraphs are inserted herein only as a matter of convenience and for reference and in no way are intended to be part of this Agreement or in any way to define, limit, or describe the scope or intent of the particular paragraph to which they refer.

20. CONFIDENTIALITY:

To the extent permitted by law, both Parties agree to hold confidential this Agreement's terms, conditions, and involved Parties herein until the transaction is closed and the Property is conveyed.

DATED this 10th day of July, 2019.

SALT LAKE CITY CORPORATION, a
Utah municipal corporation

Jackie Bishop
Mayor

ATTEST & COUNTERSIGN:

[Signature]
CITY RECORDER

APPROVED AS TO FORM:
Salt Lake City Attorney's office

BY ERL
Dated 6/24/19

RECORDED
JUL 12 2019
CITY RECORDER



SIGNATURE PAGE CONTINUED ON NEXT PAGE

ACCEPTANCE:

The undersigned hereby accepts City's offer and agrees to convey the SLC Property to City on the terms and conditions hereinabove set forth.

DATED this 21 day of June, 2019.

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation

By: Andy B
ANDY BEERMAN, Mayor

ATTEST:

W. M. Hachdale
CITY RECORDER, DEPUTY



APPROVED AS TO FORM:
Park City Attorney's office

Thomas A. Daley
THOMAS A. DALEY, Deputy City
Attorney

Dated: 6/21/19

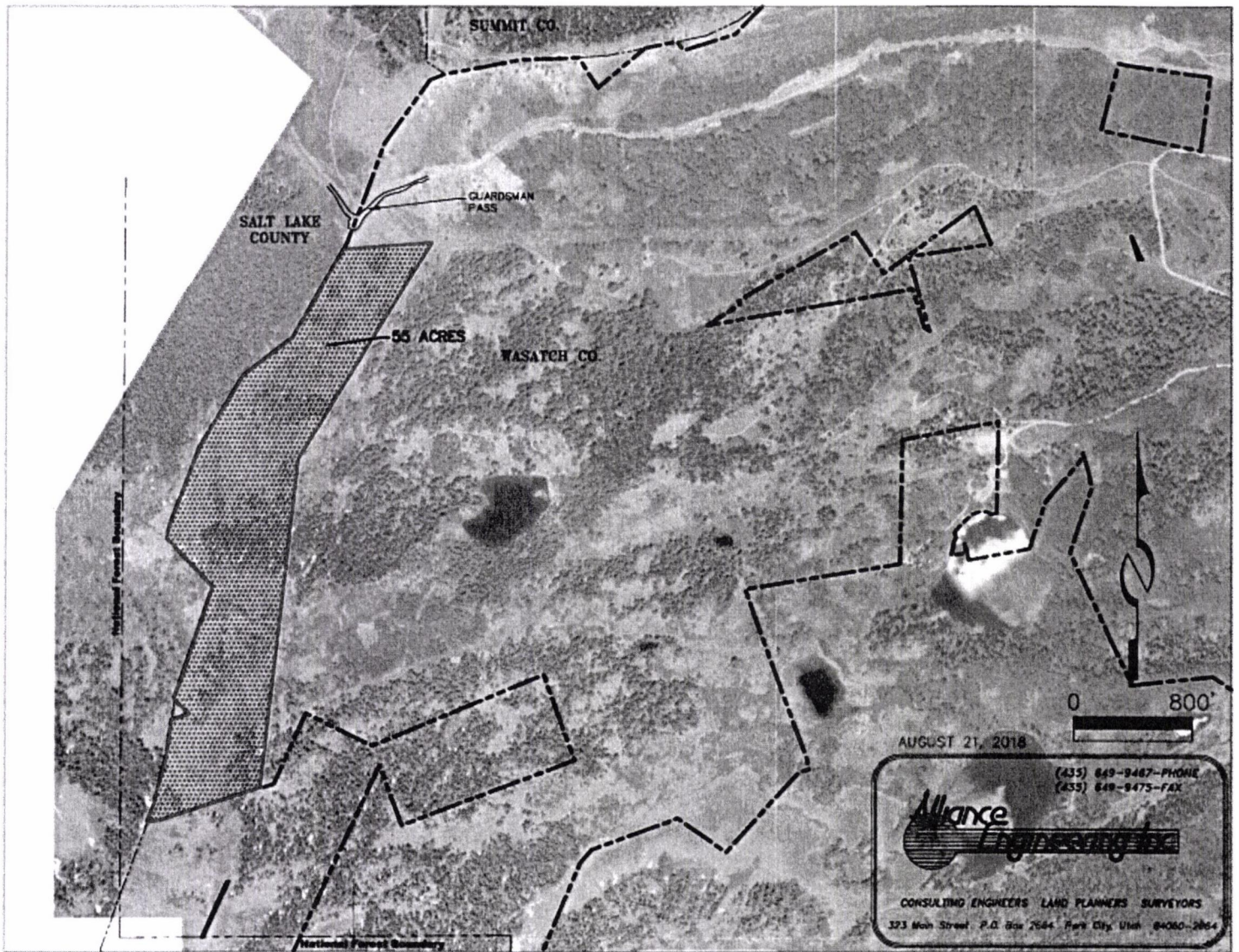
EXHIBIT "A"
BONANZA FLAT 55 ACRES FOR SALT LAKE COUNTY
LEGAL DESCRIPTION

A parcel of land located in the east half of Section 36, Township 2 South, Range 3 East, Salt Lake Base and Meridian.

Beginning at Angle Point #4 on the Salt Lake County and Wasatch County line according to Record of Survey 3068, Wasatch County Surveyor's Office, from which the Closing Corner between Sections 30 & 31, Township 2 South, Range 4 East, SLB&M bears N.53°55'24" E., 1289.39 feet distant; thence N.85°38'31" E. 598.81 feet; thence S.31°53'47" W. 1690.57 feet; thence S.06°32'41" W. 2205.77 feet to Line 2-3 of the Thor No.2 Lode (MS 6195); thence S.72°20'09" W. along said Line 2-3 of the Thor No.2 Lode, 691.32 feet to Corner No.3 thereof, from which the South ¼ Corner Section 36, Township 2 South, Range 4 East, Salt Lake Base and Meridian, bears S.20°04'38" W. 834.51 feet distant; thence S.81°37'27" W. along Line 3-4 of said Thor No.2 Lode, 101.31 feet to the Salt Lake/Wasatch County Line; thence N.20°32'56" E. along said Salt Lake/Wasatch County Line, 115.06 feet to an Angle Point (#13) therein; thence N.14°58'26" E. along said Salt Lake/Wasatch County Line, 347.58 feet to an Angle Point (#12) therein; thence N. 8°00'12" E. along said Salt Lake/Wasatch County Line, 234.03 feet to Line 1-2 of the Sliver Bar Lode (Lot 137); thence N.72°19'22" E. along said Line 1-2 of the Sliver Bar Lode, 125.44 feet to Line 1-2 of the Montreal Lode (Lot 181); thence N.47°51'38" W. along said Line 1-2 of the Montreal Lode, 136.59 feet to said Salt Lake/Wasatch County Line; thence N. 8°00'12" E. along said Salt Lake/Wasatch County Line, 21.95 feet to an Angle Point (#11) therein; thence N.19°00'05" E. along said Salt Lake/Wasatch County Line, 767.17 feet to an Angle Point (#10) therein; thence N.43°28'25" W. along said Salt Lake/Wasatch County Line, 446.47 feet to an Angle Point (#9) therein; thence N.12°04'35" E. along said Salt Lake/Wasatch County Line, 104.22 feet to an Angle Point (#8) therein; thence N.20°27'27" E. along said Salt Lake/Wasatch County Line, 553.20 feet to an Angle Point (#7) therein; thence N.31°46'40" E. along said Salt Lake/Wasatch County Line, 559.40 feet to an Angle Point (#6) therein; thence N.52°56'02" E. along said Salt Lake/Wasatch County Line, 415.28 feet to an Angle Point (#5) therein; thence N.30°07'37" E. along said Salt Lake/Wasatch County Line, 674.65 feet to the point of beginning.

Description contains 55 acres.

X:\Empire\Docs\Desc\409-BF-55ac-slco rev8-22-18.doc



Salt Lake City Corporation Contract Encumbrance Detail



Contract Nbr: 51-1-20-1587.

Vendor: 50960 PARK CITY MUNICIPAL CORPORATION

Cost Ctr/Obj Cd	Project/Activity	Encumbered Amount
5103301 27101C		<u>\$1,509,310.00</u>
	Total	\$1,509,310.00

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Brian Beckstrand

Submitting Department: Transit

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Lease Two (2) Low Floor Transit Buses and Two (2) Proterra Electric Low Floor Transit Buses for Six (6) Months for \$131,512.00 in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[Bus Lease Winter 2019 Staff Report](#)

[Tesco Bus Lease Agreement](#)

[Proterra Lease Agreement](#)



City Council Staff Report

Subject: Transit Bus Lease
Author: Brian Beckstrand
Department: Transportation Department
Date: December 11, 2019
Type of Item: Consent Agenda

Summary Recommendation

Authorize the City Manager to lease two (2) low floor transit buses and two (2) Proterra electric low floor transit buses for six (6) months from December 2019 through May 2019 to meet winter season mass transit demand.

Executive Summary

Park City Transit has identified a shortfall in bus fleet for this winter season. In past years, Park City Transit has leased supplemental buses from the Utah Transit Agency (UTA). This year UTA does not have any transit buses available. After contacting all available agencies and companies for any transit buses, two El Dorado low floor transit buses were located with the company Tesco Transportation, LLC and Proterra has offered the use of two (2) electrics at a highly reduced rate in exchange for Proterra branding on the electric buses. The estimated total cost increase would be \$131,512. The cause of the bus fleet shortage is the replacement of diesel with high range with electric that have less limited range and reliability. It is recommended that Park City Transit lease all available buses to supplement current fleet.

Acronyms

UTA – Utah Transit Agency

Department Review

The City Manager's Office, Transit, and Transportation have reviewed this Staff Report. The solicitation and lease documents are subject to approval by Park City Legal.

Funding Source

The \$131,512.00 will be covered by a combination of local mass transit sales tax, business license fees, and resort city sales tax.

VEHICLE RENTAL AGREEMENT

Tesco Stock No. 09145 & #09146

TESCO Transportation LLC

640 I Seaman Road, P.O. Box 167230

Oregon, OH 436 16-7230

Phone 419-8 3 6-28 3 5 • Fax 419-836-8460

Agreement: This rental agreement made and entered this _____ day of _____, 20____, by and between TESCO Transportation LLC of 6401 Seaman Road, Oregon, Lucas Co unty, Ohio (herein after referred to as Renter") and Park City Municipal Corporation , 1053 Iron Horse Drive, P.O. Box 1480, Park City, Utah 84060 (herein after referred to as " Rentee") for the motor vehicle(s) specified below and under the terms and conditions contained in this Agreement.

DESCRIPTION OF VEHICLE:

Year	Make	Body Style	Vehicle I.D.	Color
2009	Eldorado	17 pass. +2 W/C	1N9MNACL59C084147	white
2009	Eldorado	17 pass. +2 W/C	1N9MNACL79C08415 I	white

TERM: The term of this Agreement is for a six (6) month minimum term, commencing with date of receipt, after which term of use Rentee will promptly make available for pick up and return of the vehicle by TESCO.

PAYMENTS: Rental payments shall be made at the Renter's place of business, 6401 Seaman Road, Oregon, Ohio 43616. First rental payment is due at delivery and will be a monthly pro-ration based on number of days remaining in delivery month. Subsequent rental payments shall be made in advance on the first day of every month.

INITIAL CHARGES:

First month payment (\$10,000 \$ 20,000.00
each vehicle)
Delivery transit charges (\$5,750 \$ 11,500.00
each vehicle)

Sales Tax - exempt N/A
Other: Misc fees N/A
Sales Tax N/A
Total Payment Due at on First \$ 31,500

Month Invoice:**SECOND PAYMENT**

Monthly Rental Payment \$ 20,000.00
Monthly Rental Tax Payment - N/A
Total Monthly Rental Payment \$ 20,000.00

Total of All Monthly Rental
Payments \$120,000.00

**EXCESS MILEAGE
CHARGE**

Mileage Allowance N/A
Excess Mileage Charge \$0.35
Per Mile
Approx. Beginning #9145 412,231
Mileage #9146 335,804

Note: Tax exemption certificate to be provided

Six (6) month minimum vehicle rental. Rentee will have the option to extend the rental period additionally or a month to month basis at the same terms with advance notice to Tesco.

After the six (6) month rental period Rentee may purchase one or both vehicles at the price of \$65,000 each. Rentee will pay to Tesco the sum of \$5,750 per vehicle, if purchase is not exercised, for return transportation cost.

Vehicle(s) to be promptly ready for pick up and return at the end of the rental period.

Vehicles to be licensed and registered in the State of Ohio. Park City Municipal to be responsible for any changes or issues with license and registration changes required.

A third vehicle, also a 2009 Eldorado, VIN # . . . 84152 may be provided to Park City Municipal during the rental term if available at Tesco during the rental period on the same terms as each of the vehicles herein.

INSURANCE: Rentee shall provide at Rentee's sole expense, and maintain in full force and effect during the term of this Agreement until the Vehicle has been returned to Renter, a policy or policies of insurance, written by a company satisfactory to Renter, by the terms of which Renter and Rentee, together and severally, are named as the insureds and protected against liability and/or loss arising out of the condition, maintenance, use of operation of the Vehicle herein leased. The policy or policies of insurance shall provide not less than the following:

PHYSICAL DAMAGE TO THE VEHICLE(S): Collision, Comprehensive (including fire & theft)

LIABILITY TO THIRD PARTIES: \$2,000,000 combined single limit liability or \$1,000,000 combined single limit plus \$1,000,000 umbrella, plus ACV physical damage on listed vehicle. Rentee shall bear the cost of any deductible.

Such policy or policies shall provide at least 10 days advance notice to Renter in writing of cancellation or change or modification in any terms, conditions or amounts of coverage provided therein. Renter shall be provided with a true copy, certificate or other satisfactory evidence of insurance. Should Rentee fail to produce or pay the cost of maintaining in force the insurance specified herein, or to provide Renter with a copy, certificate of other satisfactory evidence of such insurance, Renter may, but shall not be obligated to, obtain such insurance covering Renter's interest only, and Renter shall add the cost of premiums thereof to Rentee's Monthly Payment as additional rent. Suffering lapse or cancellation of the required insurance shall be an immediate automatic default by Renter hereunder.

Rentee shall bear all risk of loss, damage or destruction of the Vehicle from any causes whatsoever. Rentee will have any damage to the Vehicle promptly repaired at Rentee's own expense. Renter will credit Rentee for any amount Renter receives under any insurance policy maintained with respect to such damage.

MAINTENANCE: Rentee will pay for all maintenance and repairs to keep the Vehicle in good working order and condition and Rentee will service the Vehicle according to the manufacturer's recommendations as outlined in the Owner's Manual and the Maintenance Schedule. Rentee will return the Vehicle at the end of the term of the Rental Agreement in good condition, reasonable wear and tear expected.

Rentee will pay the cost of all repairs to the Vehicle that is not the result of reasonable wear and tear. These costs includes, but are not limited to, the cost necessary to: (i) replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread; (ii) repair all mechanical defects; (iii) repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all broken or burned out lights; all electronic malfunctions; all interior rips, stains, burns or worn areas; (iv) noncompliance with the Manufacturer's Maintenance Warranty Schedule; and (v) all damages which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

ENCUMBRANCE: Rentee will not transfer, sublease, rent, or do anything to interfere with Renter's interest in the Vehicle. Rentee will not permit any other security interest, lien or encumbrance on the Vehicle.

SECURITY DEPOSIT: Rentee will pay a refundable security deposit as indicated above. Renter will deduct from the deposit any loss resulting from Rentee's default or abuse of the Vehicle and any other charges Rentee owes under this Rental Agreement (including unpaid late charges). Renter may retain the security deposit until all charges Rentee owes under this Rental Agreement are fully paid.

LICENSE, REGISTRATION & TAXES: Rentee will be responsible for payment of all official fees, title, registration and licensing for all inspections of the Vehicle required by government authority during the Rental Term. Rentee will be billed separately if such charges and fees are paid by Renter.

INSPECTION: Renter may inspect the Vehicle at any reasonable time. Upon Renter's request, Rentee will show the Vehicle to Renter or Rentee will furnish a written statement showing the location of the Vehicle.

FINANCIAL INFORMATION: Rentee represents that Rentee's Rental application and any financial statements given to obtain this Rental Agreement accurately reflect Rentee's financial condition at this time.

PERSONAL PROPERTY OR CONTENTS: Rentee agrees Renter will not be responsible at any time for any personal property Rentee may keep or carry in the Vehicle during the Rental Term or after the return of the Vehicle at the end of the Rental Term.

NO ABATEMENT: Rentee understands and agrees that the Monthly Payment shall not abate for any reason during the term of this Rental Agreement. Each of Renter's promises in this Rental Agreement are independent and severable from Rentee's obligations to promptly pay the Monthly Payment and other amounts due Renter under the Rental Agreement as they become due. No loss or destruction of, or damage to the Vehicle shall release Rentee's obligations under this Rental Agreement.

USE: Rentee will (i) allow only properly licensed drivers to operate the Vehicle; (ii) keep the Vehicle free of all fines, liens and encumbrances; (iii) not use the Vehicle illegally, improperly or for hire; (iv) not take the Vehicle out of Rentee's state of residence (as indicated on the front side of this Rental) for more than 30 days unless Rentee notifies Renter in advance in writing and get Renter's permission.

LATE CHARGE: If any Monthly Payment is not paid within 10 days after it is due, Rentee will pay a late charge of 10% of the payment or \$30.00, whichever is less.

EARLY TERMINATION: Rentee shall have no right to terminate this Rental Agreement prior to the end of the first three (3) months of the Rental Term unless prior written consent is provided by Renter. Thereafter, Rentee may terminate this Rental Agreement upon 30 days written notice.

DEFAULT: The happening of any one of the following events shall be a default under this Rental Agreement: (a) Rentee fails to pay any Monthly Payment or other amount provided on this Rental Agreement when such payment is due and payable; (b) Rentee fails to comply with any of the conditions of this Rental Agreement; (c) Rentee is the subject of a proceeding in bankruptcy, receivership or insolvency or Rentee makes an assignment for the benefit of creditors; (d) Rentee fails to comply with the insurance requirements of this Rental Agreement; (e) Rentee has made any material misrepresentation of Rentee's application for Rental Agreement; (f) Rentee fails to answer traffic summons or pay fines when due; (g) if Rentee dies or, ceases to do business as a going concern; or (h) Renter, in good faith, believes Rentee's ability to perform Rentee's obligations under this Rental Agreement is impaired.

AUTHORITY TO EXECUTE AGREEMENT: If the Rentee is a corporation, the Rentee warrants that the individual executing this Rental Agreement on its behalf has been duly authorized to execute the Rental Agreement by prior corporate action.

ASSIGNMENT: The Rentee shall have no right to assign this Agreement or any interest therein including the Rent or possession of the Vehicle. The Renter may at any time, assign (for security or otherwise) to any bank, or other assignee or holder ("Assignee") all or part of its right, title and interest in, under and to the Rental Agreement, all or part of the rents and other sums at any time due or to become due or at any time owing or payable by the Rentee under any of the provisions of this Rental Agreement, and in and to the Vehicle and the Security Deposit or any part thereof. After written notice of such assignment given by the Renter or such Assignee to the Rentee, all sums thereafter payable by the Rentee hereunder, shall be paid by the Rentee to Assignee. No such assignee shall be obligated to perform any duty, covenant or condition required to be observed or performed by the Renter.

In the event of any such assignment, the Rentee agrees that the Rentee will not assert against any such Assignee any claims by way of abatement, defense, set off, counterclaim, recoupment or otherwise which the Rentee may have by reason of any default of the Renter under this Agreement or under any other agreement, and no covenant, warranty or representation of the Renter as to the Vehicle or any other matter shall in any way affect Rentee's duty to pay the rent and perform its other obligations exactly as set forth in this Agreement. Nothing in this Section, however, shall relieve Renter from its obligations to Rentee hereunder.

INDEMNIFICATION: Rentee agrees to indemnify Renter and hold Renter and its assignees, agents, and insurers harmless from all damages, injuries, claims, demands, and expenses including reasonable attorneys' fees to the fullest extent permitted by law arising out of the condition, maintenance, use, or operation of the vehicle including a claim under strict liability doctrine.

SUCCESSORS & ASSIGNS: All covenants, agreements, representations and warranties contained in this Rental Agreement and made by and on behalf of Renter and the Rentee respectively shall be binding on and ensure to the benefit of the respective successors and assigns of the Renter and the respective successors and assigns, heirs, executors, administrators and legal representatives of the Rentee.

SEVERABILITY OF AGREEMENT: This Rental Agreement shall be governed by the laws of the State of Ohio and that a defect in any provision of this Rental Agreement shall not invalidate the rest of this Rental Agreement.

TOTALITY OF AGREEMENT: This Rental Agreement contains the entire agreement between the parties unless a change is agreed to in writing.

DELIVERY: Renter will not be responsible for any loss resulting from delay in delivery of the Vehicle.

REPLACEMENT VEHICLE: Renter shall not be liable to furnish the Rentee a replacement vehicle in the event that the vehicle hereunder leased shall be in need of repairs or replacements; however, in the event that the repairs are made at the garage of the Renter, the Renter may make available to the Rentee a service rental unit at the normal charge for said rental unit provided that the Rentee shall make proper and prior arrangements for the use of said vehicle. Said charges are in addition to the monthly rental charges.

RETURN OF VEHICLE: The Rentee shall upon expiration of the rental period or upon cancellation of this agreement as hereto for and/or hereafter set forth, shall return the vehicle rented hereunder to the Renter's place of business at 6401 Seaman Road, Oregon, Ohio. In the event the Rentee shall fail to return said vehicle to the Renter's place of business, the Rentee shall bear all costs, attorney's fees, storage fees, transportation fees to return said vehicle to the Renter's place of business, the Rentee shall reimburse the Renter for any costs arising from its necessity to return said vehicle. The Rentee shall bear all costs to repair or replace damage to the vehicle, wear from reasonable use expected, for which Renter is not reimbursed by insurance when said damage is noted at the time the vehicle is returned to Renter. 603

WAIVER OF TRIAL BY JURY: Lessor and Lessee agree that: (a) the Lease shall be deemed fully executed and performed in Lucas County in the State of Ohio and shall be governed by and construed in accordance with the laws thereof, without regard to conflict of law rules and except where pre-empted by federal bank law; and (b) in all disputes hereunder, Lessor and Lessee, BOTH EXPRESSLY WAIVE ALL RIGHT AND CLAIM TO A TRIAL BY JURY.

ACCEPTED:

FOR RENTER:
TESCO TRANSPORTATIONLLC

FOR RENTEE:
Park City Municipal Corporation

BY: _ _ _ _ _

BY: _ _ _ _ _

DATE: _ _ _ _ _

DATE: _ _ _ _ _



VEHICLE LEASE AGREEMENT

THIS VEHICLE LEASE AGREEMENT (this "Lease Agreement") dated the _____ day of _____, 2019 between (hereinafter the "Effective Date") **Proterra Inc.**, a Delaware corporation headquartered in the State of California (hereinafter called "Proterra"); AND **Park City Transit** (hereinafter called "Operating Company"), a transit agency operating in Park City, Utah.

A. **WHEREAS**, the Operating Company will lease from Proterra a low-floor, 40' Catalyst, fast-charged, battery all-electric bus, VIN 1M9TH16J1GS816092 (hereinafter called the "Demonstrator Bus");

B. **AND WHEREAS**, Proterra owns the Demonstrator Bus.

THIS LEASE AGREEMENT WITNESSETH that, for good and valuable consideration, the parties hereto agree and covenant as follows:

1. **LEASE.** Proterra hereby agrees to lease to the Operating Company and the Operating Company hereby agrees to lease from Proterra the Demonstrator Bus, together with all accessories affixed thereto, now or in the future.
2. **RENT.** The Operating Company agrees to pay to Proterra a one-time fee of One Dollar (\$1.00) upon signing the Lease Agreement and such payment shall be the rental charges payable by the Operating Company to Proterra in respect of the Demonstrator Bus during the term of this Lease Agreement.
3. **TERM.** The term of this Lease Agreement shall be for a period not to exceed 5 days from the Effective Date, unless the parties agree to an earlier termination date.
4. **USE.** The Operating Company shall use the Demonstrator Bus in connection with passenger service delivered December _____ day of _____, 2020. The Operating Company shall not use the Demonstrator Bus for pleasure or any other purpose not stated herein or as agreed by the Parties. The Operating Company shall observe and adhere to the Operating Manual (that relate to the Operating Company's use of the Demonstrator Bus) as issued by Proterra to the Operating Company.
5. **OWNERSHIP: CONFIDENTIALITY.** Title to and ownership of the Demonstrator Bus shall at all times be and remain in the name of Proterra, and the Operating Company shall have no right of property therein, except the right during the Term to use the Demonstrator Bus in accordance with the terms of this Lease Agreement. All intellectual property relating to the Demonstrator Bus and all other intellectual property and tooling of Proterra is and shall remain the sole property of Proterra, and the Operating Company shall not infringe upon, misappropriate, disclose, use (other than as expressly permitted in this Lease Agreement) or reverse engineer any such intellectual property and tooling. All information of Proterra shall be held by the Operating Company, its employees, officers, directors, agents and representatives in strict confidence, and the Operating Company shall take all reasonable precautions to prevent any such proprietary, confidential or sensitive information of Proterra received thereby from being divulged to any



PROTERRA

entity or person for any purpose other than as reasonably necessary to perform this Lease Agreement or as required by law. The Operating Company, its employees, officers, directors, agents and representatives shall only use such proprietary, confidential or sensitive information of Proterra strictly in connection with the performance of this Lease Agreement and for no other purpose.

6. **OPERATING COSTS.** The Operating Company shall pay all operating costs of the Demonstrator Bus.
7. **REPAIRS.** The Operating Company shall maintain and keep the Demonstrator Bus in good condition and repair to the satisfaction of Proterra. The Demonstrator Bus shall have a bumper-to-bumper warranty, as provided by Proterra, during the lease period. Proterra shall provide an on-site supervisor who will monitor the operations of the Demonstrator Bus and be available for operational assistance. The Operating Company shall not be responsible for any damage to the condition of the Demonstrator Bus while under direct supervision of the Proterra supervision, except to the extent such damage is caused by the Operating Company, including driver error.
8. **INSPECTION.** During the Term, Proterra shall have the right to inspect the Demonstrator Bus and all equipment supplied under this Lease Agreement during normal business hours upon prior reasonable notice.
9. **ALTERATION.** The Operating Company shall not make any alterations or add or allow any other party to alter or add to the Demonstrator Bus in any way without the prior written approval of Proterra.
10. **RECORDS.** The Operating Company shall follow Proterra's Preventive Maintenance guidelines, as provided by Proterra, and deliver to Proterra as specified or upon request the following records.
 - a. Record of all non-Preventative Maintenance performed,
 - b. Record of Preventive Maintenance Bus Inspections, and
 - c. Accident/Incident Report.
11. **MOTOR VEHICLE INSPECTION.** The Operating Company shall be responsible for ensuring that the Demonstrator Bus is maintained in compliance with the FTA Motor Vehicle Act and Regulations, including the Commercial Vehicle Inspection Program. If applicable, the Operating Company shall be responsible for ensuring the Demonstrator Bus is submitted for inspections pursuant to the provisions of the Motor Vehicle Act.
12. **LOSS OR DAMAGE.** The Operating Company assumes and shall bear the entire risk of reasonable loss or damage to the Demonstrator Bus following delivery of the bus. No loss or damage to the Demonstrator Bus or any part thereof shall affect or impair any of the obligations of the Operating Company hereunder, and this Lease Agreement shall continue in full force and effect notwithstanding such loss or damage to



PROTERRA

the Demonstrator Bus. The Operating Company shall insure the Demonstrator Bus and the associated equipment (e.g., depot charger) according to the laws in force and effect in the state of South Carolina and shall maintain commercial auto liability, including scheduled vehicle coverage, in the amount of \$3,000,000. Operating Company shall name Proterra as an additional insured. The policy shall be primary and non-contributory with a waiver of subrogation in favor of Proterra. The Operating Company shall punctually pay all insurance premiums when due in respect of any policies of insurance required to be purchased by it and the Operating Company shall provide Proterra, upon request, with copies of certificates of such insurance policies. In the event of loss or damage of any kind whatsoever to the Demonstrator Bus or supplied depot charger, the Operating Company shall comply with the reporting procedures in respect of such loss or damage as established by Proterra. Proterra at its sole discretion may either replace the lost or damaged Demonstrator Bus or alternatively direct the Operating Company to repair the damaged Demonstrator Bus, and the Operating Company shall comply with such direction within reason.

13. **SURRENDER.** Upon the termination of this Lease Agreement, the Operating Company shall make the Demonstrator Bus available to Proterra for pick-up in the same condition and repair that it was delivered to the Operating Company on the delivery date, ordinary wear and tear resulting from the proper use of the Demonstrator Bus excepted. The Operating Company acknowledges that, upon termination of this Lease Agreement or upon surrender of the Demonstrator Bus and the equipment for any other reason, the Operating Company shall provide the following to Proterra:
- a. The equipment/Demonstrator Bus shall be in good condition and repair, in compliance with the Proterra Maintenance Program;
 - b. The records for mechanical repairs and inspection shall accompany each vehicle;
 - c. A vehicle transfer form shall be executed by the Operating Company where applicable;
 - d. The Operating Company shall maintain insurance coverage in accordance with the provisions of Section 12 herein during the term of this Lease Agreement and during the period of time that the Demonstrator Bus is being transferred to Proterra, notwithstanding that this Lease Agreement may be terminated.
14. **LIENS AND CHARGES.** The Operating Company shall, at all times, keep the Demonstrator Bus free from all levies, liens, security interests and encumbrances whatsoever and, if applicable, shall pay all license fees, registration fees and assessments, charges and taxes, which may be now or hereafter imposed directly upon the leasing, rent, possession or use of the Demonstrator Bus. If the Operating Company fails to pay and terminate any such levies, liens, security interests, encumbrances, assessments, charges or taxes, Proterra may pay the same and in such event the costs thereof, together with interest calculated monthly at a rate equivalent to the prime rate established by The Wall Street Journal on the first day of each month, plus two (2%) percent per annum, shall forthwith be due and payable by the Operating Company to Proterra. Non-payment of such costs by the Operating Company to Proterra upon demand by 607

www.proterra.com



Proterra shall be deemed to be a default by Operating Company under this Lease Agreement.

15. **WARRANTIES.** The Demonstrator Bus will have a bumper-to bumper warranty during the lease period.
16. **ASSIGNMENT.** The Operating Company shall not transfer, deliver up possession of, or sublet the Demonstrator Bus, and the Operating Company's interest in this Lease Agreement shall not be assignable by the Operating Company without prior written consent of Proterra; but nothing herein contained shall prevent Proterra from assigning, pledging, mortgaging, transferring or otherwise disposing, either in whole or in part, of Proterra's rights or obligations hereunder.
17. **INDEMNIFICATION.** EXCEPT TO THE EXTENT ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE DESIGN OR MANUFACTURE OF THE DEMONSTRATOR BUS, THE OPERATING COMPANY SHALL INDEMNIFY PROTERRA AGAINST, AND HOLD PROTERRA (AND ITS OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS) HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES, DAMAGES AND LIABILITIES ("CLAIMS") INCLUDING THE COSTS ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE OPERATING COMPANY'S PERFORMANCE UNDER THIS LEASE AGREEMENT AND CLAIMS RELATING TO OR ARISING FROM THE POSSESSION, USE, OPERATION OR RETURN OF THE DEMONSTRATOR BUS OR OTHERWISE ON ACCOUNT OF ANY PERSONAL INJURY OR DEATH OR DAMAGE TO PROPERTY OCCASIONED BY THE OPERATION OF THE SAID DEMONSTRATOR BUS DURING THE TERM HEREBY GRANTED.
18. **LIMITATION OF LIABILITY.** Any insurance requirement specified in this lease agreement in no way limits the Operating Company's liability. IN NO EVENT WILL PROTERRA BE LIABLE TO THE OPERATING COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOSS OF PROFITS OR REVENUE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE. PROTERRA'S CUMULATIVE LIABILITY UNDER THIS LEASE AGREEMENT WILL NOT EXCEED THE RENT PAID TO PROTERRA PURSUANT TO SECTION 2 ABOVE.
19. **PATENT INDEMNITY.** PROTERRA WARRANTS AND REPRESENTS THAT THE OPERATING COMPANY'S USE OF THE DEMONSTRATOR BUS DOES NOT INFRINGE ON ANY PATENT, COPYRIGHT, TRADEMARK OR TRADE SECRET. PROTERRA AGREES TO INDEMNIFY THE OPERATING COMPANY AND ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST ANY LIABILITY, INCLUDING COSTS AND EXPENSES, FOR INFRINGEMENT UPON ANY PATENT, COPYRIGHT, TRADEMARK OR TRADE SECRET ARISING OUT OF THE PERFORMANCE, OPERATION, USE AND/OR INSTALLATION OF EQUIPMENT UNDER THIS LEASE AGREEMENT.
20. **DEFAULT.** Notwithstanding Section 4, the Operating Company covenants and agrees with Proterra that Proterra shall have the right to cancel and terminate this Lease Agreement by reason of any one or more of the following events:



PROTERRA

- a. If the Operating Company fails to perform any of the terms, conditions, covenants and provisions contained in this Lease Agreement that on its part are to be observed and performed.
 - b. If a petition under any bankruptcy law shall be filed by or against the Operating Company or the Operating Company shall make any assignment for the benefit of its creditors or the Operating Company shall suffer or permit the appointment of any trustee or receiver or receiver-manager for the Operating Company's business or assets or any part thereof or otherwise becomes financially insolvent or if the Operating Company shall make or suffer any assignment, voluntary or Involuntary, of the Operating Company's interest in any of the equipment included in this Lease Agreement or suffer any lien, attachment or levy of execution to become attached thereto.
 - c. If the Operating Company uses the Demonstrator Bus included in this Lease Agreement unreasonably or abusively resulting in damage to such equipment or an abnormal reduction in the life of the Demonstrator Bus or any part thereof, in each case, as determined by Proterra.
21. **TERMINATION.** Upon the termination of this Lease Agreement, the Operating Company shall return to Proterra the Demonstrator Bus and supplied depot charger as referred to herein and the Operating Company shall be liable to Proterra for reasonable damages and costs that Proterra may sustain by reason of the Operating Company's default of this Lease Agreement, including, without limiting the generality of the foregoing, all reasonable legal fees and other reasonable expenses incurred by Proterra in attempting to enforce the provisions of this Lease Agreement or to recover damages for default under this Lease Agreement, or to recover any equipment not returned by the Operating Company to Proterra.
22. **TERMINATION FOR CONVENIENCE.** The Operating Company may terminate this Lease Agreement at any time after the execution of such, if the Operating Company determines that such termination is in its best interest.
23. **WAIVER.** Each party shall be liable to the other party as contained in this Lease Agreement in accordance with applicable law and the terms of this Lease Agreement. The waiver of any breach of any term or covenant in this Lease Agreement shall not be deemed to be a waiver of any subsequent breach of the same term or covenant under this Lease Agreement.
24. **AMENDMENTS.** Any changes to the terms and conditions of this Lease Agreement shall be in writing and agreed by both parties.
25. **INTERPRETATION.** It is hereby agreed by and between the parties hereto that wherever the singular or masculine is used throughout this Lease Agreement, the same shall be construed as meaning the plural or the feminine or body corporate or politic respectively and vice versa, where the context or the parties hereto so require and in the case where more than one Operating Company is a party hereto, the liability of each Operating Company shall be joint and several.



PROTERRA

26. **GOVERNING LAW.** This Lease Agreement shall be interpreted and enforced in accordance with the laws of the State of South Carolina.
27. **EXECUTORS, ADMINISTRATORS, AND ASSIGNS.** This Lease Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors, and permitted assigns.
28. **COUNTERPARTS AND EXECUTION AND DELIVERY.** This Lease Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument. To evidence its execution of an original counterpart of this Lease Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by PDF transmission and such transmission shall constitute delivery of an executed copy of this Lease Agreement to the receiving party as of the date of receipt thereof by the receiving party or such other date as may be specified by the sending party as part of such transmission.
29. **DEPOT CHARGER.** Proterra's depot charger shall be located on the Operating Company's property. The Operating Company shall be responsible for the portable charger's storage, security and any theft to the portable charger. The Operating Company assumes and shall bear the entire risk of reasonable loss or damage to the depot charger following its delivery.

The above terms and conditions are hereby acknowledged and agreed to by the parties.

Proterra Inc

Park City Transit

Name _____

Signature _____

Title _____

Date _____

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Brian Beckstrand

Submitting Department: Transit

Item Type: Staff Report

Agenda Section:

Subject:

Request to Authorize the City Manager to Execute the Park City- Salt Lake City Connect Collaborative Agreement with the Utah Transit Authority for Purchase and Operation of Electric Buses through the Federal Lo/No Grant Program in a Form Approved by the City Attorney

Suggested Action:

Attachments:

[UTA Agreement Staff Report](#)

[PC-UTA Low No Agreement](#)

[Interlocal Agreement ORIGINAL August 2011](#)



City Council Staff Report

Subject: UTA Collaboration Agreement – PC-SLC Connect Route
Author: Brian Beckstrand
Department: Transportation Department
Date: December 10, 2019
Type of Item: Consent Agenda

Summary Recommendation

Authorize the City Manager to execute Park City-Salt Lake City (PC-SLC) Connect Lo/No Route Collaboration Agreement with the Utah Transit Authority (UTA) and Park City Municipal Corporation (PCMC), in a form approved by the City Attorney, for purchase, service, and operation of electric buses between Park City and Salt Lake City by UTA.

Executive Summary

UTA is proposing a 2019 Collaboration Agreement regarding electric bus service between Park City and the Salt Lake Valley called the PC-SLC Connect Route. Park City and UTA applied through the Utah Department of Transportation (UDOT) for Federal Section 5339(b) funding and were selected to receive a grant from the Federal Transit Administration (FTA) to purchase two (2) electric buses with low or no emissions. Funds in the amount of \$2.29 Million were awarded and shall be used to procure two (2) electric buses with an 85% federal, and 15% local match. The buses will be used to replace the current diesel coaches serving the PC-SLC Connect Route.

Park City will competitively procure and own the two electric buses. UTA shall maintain and operate the buses on the PC-SLC Connect route. UTA shall pay all operating expenses, including overnight chargers in SLC, preventative maintenance, and repairs in accordance with the manufacturer warranty. After twelve (12) years, the buses will revert back to Park City ownership. Total cost for the local match shall not exceed \$343,500.

Acronyms

Lo/No – Low/No Emissions
PCMC – Park City Municipal Corporation
PC-SLC Connect – Park City and Salt Lake Connect Bus Route
UDOT – Utah Department of Transportation
UTA – Utah Transit Authority

Alternatives for City Council to Consider

- 1. Null Alternative:**
Non-approval or delay of collaboration agreement
Pros – None

Cons – Service will remain the same, without the use of electric buses. The federal Lo/No grant funding could be lost.

Department Review

The City Manager's Office, the City Attorney's Office, Budget, Transit and Transportation have reviewed the PC-SLC Connect Collaborative Agreement.

Funding Source

The local match of \$343,500 will be covered by a combination of local mass transit sales tax, business license fees, and resort city sales tax.

Collaboration Agreement
Between
Utah Transit Authority
and
Park City Transit Municipal Corporation
Regarding
Electric Bus and Charging Equipment Program

THIS AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2019, by and between the Park City Transit Municipal Corporation, a Utah municipal corporation, (hereinafter referred to as "Park City"), and UTAH TRANSIT AUTHORITY a public transit district organized under Title 17B, Chapter 2a, Part 8, Utah Code 1953, as amended (hereinafter referred to as "UTA," collectively, UTA and Park City are referred to as the "Parties" or individually, "Party").

W I T N E S S E T H:

WHEREAS, Park City owns and operates a public transit system to assist in providing transportation in Summit County; and

WHEREAS, UTA's function is to provide public transportation to the residents within its district boundaries and is authorized by Title 17B Section 2a, Utah Code, 1953, as amended; and

WHEREAS, Park City and UTA, did apply through the Utah Department of Transportation ("UDOT") for Statewide 5339(b) funding and were selected to receive a grant from the Federal Transit Administration to purchase buses with low or no emissions, to use to serve the current PC-SLC Connect Route (See existing service agreement attached hereto as Exhibit "I" and incorporated herein, Park City – Salt Lake City Connect Service Interlocal Agreement) and UTA's traveling public; and

WHEREAS, on August 24, 2018, the Federal Transit Administration ("FTA") did award a grant, in the amount of Two million Two hundred Ninety Thousand Dollars (\$2,290,000.00), for the acquisition of two (2) electric buses (collectively, the "Vehicles" or individually, a "Vehicle"), together with charging stations ("Charger(s)") and ancillary facilities; the buses will be funded at a eighty five percent (85%) federal share and infrastructure at ninety percent (90%) federal share; Rocky Mountain Power (RMP) has also committed Five Hundred Thousand Dollars (\$500,000.00) to the project for infrastructure; and the existing service agreement (Exhibit I, Park City – Salt Lake City Connect Service Interlocal Agreement) identifies operational deficit costs paid by Park City will be used for bus replacements and funds received to date from Park City will be used for the local match on the project; and

WHEREAS, Park City and UTA intend that UTA shall procure two (2) buses from a vendor approved in the grant; and

WHEREAS, UTA shall use and operate the two (2) Vehicles to provide transit service in

UTA's district and Summit County.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the parties enter into the following described Collaboration Agreement:

1. COLLABORATION ACTIVITIES:

The Parties agree to work together in accomplishing the procurement, operation, maintenance and disposition of two (2) electric buses and associated charging equipment and stations as further described below:

a. ACQUISITION OF VEHICLES:

UTA will administer and manage the procurement of the vehicles in accordance with all federal grant requirements and in collaboration with Park City to identify the Vehicle specifications. Park City and UTA shall attend the manufacturing site to inspect Vehicles for compliance to agreed specification. Park City and UTA acknowledge a separate agreement for acquisition of the Vehicles will be entered into and that the term of this Agreement will be dependent upon the delivery of the Vehicles. Park City will lease the Vehicle batteries and UTA will reimburse Park City for those battery lease costs.

b. ACQUISITION OF CHARGERS: Park City and UTA acknowledge that UTA will administer and manage the procurement of the Overhead and Overnight chargers.

c. USE AND MAINTENANCE OF VEHICLES: The buses procured by Park City will be bailed to UTA under a bailment agreement (attached as Exhibit "F" and incorporated herein), whereby UTA agrees to use the Park City PC-SLC Connect Electric Vehicles to provide accessible transportation services for the PC-SLC Connect Route and to serve the interest and welfare of the public. UTA covenants that it will not use the PC-SLC Connect Electric Vehicles to provide trips which compete with other revenue service routes. UTA may, however, utilize the Vehicles for non-revenue service during Vehicle down time. UTA agrees to provide all funds needed, and all services, whether by employees or contracted, to maintain, repair, and operate the PC-SLC Connect Vehicles; and to maintain the PC-SLC Connect Electric Vehicles at a high level of cleanliness and mechanical soundness and in a manner consistent with industry safety standards and according to the terms and conditions of any warranties provided by the manufacturer.

d. USE AND MAINTENANCE OF CHARGERS: The Parties agree that the Chargers will be installed and maintained by UTA at UTA facilities in order to facilitate the effective use of the electric buses procured according to the terms and conditions of any warranties.

2. DURATION OF AGREEMENT: TERM FOR EACH VEHICLE AND CHARGERS: CONTINUING CONTROL:

Subject to this Paragraph 2, the terms and conditions of this Agreement shall remain in effect so long as UTA shall retain possession of the PC-SLC Connect Electric Vehicles, but in no

event less than twelve (12) years, unless it is found that the buses do not meet UTA requirements for the PC-SLC Connect route, in which case the buses will revert to Park City possession. UTA acknowledges that the federal interest remains in the Vehicles and that disposition of the Vehicles for any reason is subject to approval of Park City and FTA, pursuant to the terms and parameters set forth in any then-applicable FTA circulars or guidance. The term of the Agreement, for each separate Vehicle, shall continue for a minimum of twelve (12) years or until the Vehicle shall have travelled a minimum of five hundred thousand (500,000) miles (the "Minimum Term"), whichever is first in time; and shall end no later than the date which is twelve (12) years from the date the Vehicles go into revenue service (the "Maximum Term"). The term of the Agreement, for each Charger, shall continue for a minimum of twelve (12) years. Park City and UTA acknowledge that upon reaching the end of the useful life of the Vehicles Park City shall have the option of obtaining possession of the vehicles or of surrendering them to UTA for final disposition. Upon reaching the end of the useful life, Park City shall surrender any further interest in the chargers and related equipment. They will become the property of UTA.

3. OPERATIONS AND MAINTENANCE:

With respect to the PC-SLC Connect Electric Vehicles, overhead, and overnight chargers, UTA agrees to:

A. Pay for all operating expenses of the Vehicles and Chargers, including the additional cost of insurance, if any, fuel, oil, and tires.

B. Perform preventive maintenance on said Vehicles and Chargers according to manufacturer and UTA's maintenance department specifications and be responsible for all maintenance and repairs necessary to keep said Vehicles in proper operating condition, including major component failure and accident repairs in accordance with the terms and conditions of manufacturer warranties.

4. MAINTENANCE RECORDS:

UTA agrees to keep a maintenance record on each Vehicle and Charger showing the maintenance performed according to the standards established between the parties. The format of the maintenance records shall be specified by UTA's maintenance department and the manufacturer requirements. The Vehicles and the maintenance records will be made available to Park City's representatives for inspection at any time with reasonable notice. The maintenance files shall contain the following items: Preventive maintenance inspection sheets, repair orders, maintenance repairs, driver defect cards or any other documentation or paperwork relating to the maintenance of the PC-SLC Connect Electric Vehicles and Chargers. All maintenance related transactions, including repair orders, must have current mileage and dates attached.

5. REPORTING, AUDIT AND INSPECTION OF RECORDS:

A. The UTA shall submit, on or about the first day of each month a monthly report as well as

annual reports to Park City providing information on the most recent month and year-to-date operating statistics or other information or schedule as shall be reasonably required by FTA or Park City regulations. Attached to this Agreement and incorporated herein as Exhibit "C" is the form that is to be used by UTA for the monthly report. The monthly report and the annual reports shall include the following information:

1.	Daily vehicle mileage start/end odometer (to be reported Monthly)
2.	Number of one-way passenger trips (Monthly)
3.	Number of revenue miles (Monthly)
4.	Farebox revenue
5.	Vehicle service hours
6.	Vehicle service miles
7.	Preventive Maintenance Performed (Monthly) Exhibit E
8.	Vehicle Surveillance (April and October) Exhibit D

B. UTA shall report to Park City on a monthly basis.

C. In accordance with FTA National Transit Database (NTD) reporting requirements, UTA shall submit a year-end report using the forms and instruction provided by NTD. UTA agrees to complete any reporting mandated by current FTA regulations or any reporting mandated by changes to FTA regulations.

D. The UTA shall also submit to Park City each month an accounting of maintenance performed on each Vehicle used in the performance of this Agreement during the month according to the procedures outlined in Section 19 of this Agreement. Attached to this Agreement as Exhibit "E" and incorporated herein is the form which is to be used by UTA for this purpose.

E. If Park City requests, UTA shall provide to Park City a copy of audit information as may be conducted by UTA as required by law or as otherwise obtained by UTA.

F. The UTA shall permit the authorized representatives of Park City to inspect and audit all data and records of the UTA relating to the performance of the Vehicles and the terms of this Agreement, at the offices of the UTA or elsewhere during normal business hours upon reasonable notice. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified.

6. NOTIFICATION OF ACCIDENTS:

UTA agrees to notify Park City within five (5) calendar days of any accident involving any one of the PC-SLC Connect Electric Vehicles which results in physical damage to said Vehicle of greater than Five Hundred Dollars (\$500.00). Any accident resulting in bodily injury shall be reported to Park City immediately.

7. INSURANCE:

Park City shall provide insurance for the Electric PC-SLC Connect Vehicles to cover the vehicles for physical damage and loss.

UTA shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by UTA, their agents, representatives, employees, or subcontractors. UTA shall provide a Certificate of Insurance evidencing:

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

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

- B. Automobile Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) each accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.
- C. Professional Liability (Errors and Omissions) insurance (if applicable) with annual limits no less than One Million Dollars (\$1,000,000) per occurrence. Service Provider agrees to continue to procure and maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after the project completion or termination of this Agreement.

If written on a claims-made basis, UTA warrants that the retroactive date applicable to coverage precedes the effective date of this agreement; and that continuous coverage will be maintained for an extended reporting period endorsement (tail coverage) will be purchased for a period of at least three (3) years beginning from the time that work under this agreement is complete.

- D. Workers Compensation insurance and Employers Liability coverage with Workers Compensation limits complying with statutory requirements, and Employer's Liability Insurance limits of at least One Million Dollars

(\$1,000,000) each accident, One Million Dollars (\$1,000,000) for bodily injury by accident, and One Million Dollars (\$1,000,000) each employee. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Park City Municipal Corporation for all work performed by UTA, its employees, agents and subcontractors.

E. Park City Municipal Corporation, its officers, officials, employees, and volunteers are to be covered as additional insureds on general liability and auto liability insurance policies, with respect to work performed by or on behalf of UTA including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider and a copy of the endorsement naming Park City as an additional insured shall be attached to the Certificate of Insurance.

F. Should any of the above described policies be cancelled before the expiration date thereof, UTA shall deliver notice to the City within thirty (30) days of cancellation. Park City reserves the right to request certified copies of any required policies.

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

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

8. INDEMNIFICATION:

A. Nothing in this Agreement shall be construed as a waiver of any rights or defenses applicable to UTA under the Utah Governmental Immunity Act (the "Act"), including without limitation the provision of Section 63G-7-604 regarding limitation of judgments. Subject to the Act and up to the amounts established in Section 63G-7-6a04 of the Act, UTA shall defend, indemnify and save harmless Park City from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property, to the extent caused by UTA's negligence, in connection with or during or arising from use of the Park City PC-SLC Connect Electric Vehicles provided by UTA, its agents, employees, contractors or subcontractors.

Likewise, Park City shall defend, indemnify and save harmless UTA from and against all liabilities, claims, actions, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, for bodily injury or personal injury, including death, or loss or damage to tangible or intangible property, to the extent caused by Park City's negligence, in connection with activities conducted under this Agreement.

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

9. FORCE MAJEURE:

Any delay in or failure by either party in performance of this Agreement shall be excused if and to the extent such delay or failure is caused by occurrences beyond the control of the affected party including, but not limited to, decrees or restraints of Government, acts of God, strikes, work stoppage or other labor disturbances, war or sabotage (each being a "Force Majeure Event"). The affected party will promptly notify the other party upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this Agreement.

10. TERMINATION:

A. If either party fails to perform its obligations under this Agreement or shall fail to comply with any of the terms, conditions, or provisions thereof, the non-breaching Party may, at its sole discretion, terminate this Agreement by giving written notice to the other party by registered mail, return receipt requested, at least thirty (30) calendar days in advance of such

termination, specifying the reason or reasons therefor. The breaching Party shall have a period of ten (10) days after receipt of notice to cure its breach or default (the "Cure Period").

B. It is further understood and agreed that the liability of the parties hereunder for the further performance of the terms of this Agreement shall cease upon termination, but they shall not be relieved of the duty to perform their obligations up to the date of termination and any audit and/or reporting obligations required after date of termination.

C. In the event of termination, the PC-SLC Connect Electric vehicles shall be returned to Park City. An accounting shall be made of remaining federal funds or property under FTA C 5010.1E.

D. The breaching Party shall be liable for all direct damages suffered by non-breaching Party due to the breach of this Agreement. Neither Party shall be liable to the other for indirect or consequential damages.

11. NONDISCRIMINATION:

A. In connection with the carrying out of this Agreement, UTA shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The UTA shall take affirmative action to ensure that applicants are selected for employment and are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The UTA agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause.

B. The UTA covenants that no person or group will be denied the benefits of, participation in, or access to any service or facility provided in conjunction with this Agreement due to race, color, religion, sex, or national origin.

C. The UTA will keep records and documents during performance of this Agreement to indicate compliance with the nondiscrimination clause set forth herein. These records and documents, or copies thereof, will be made available at reasonable times and places to an authorized representative of Park City and will be submitted to Park City upon request, together with any other compliance information which such representative may require.

D. In the event of UTA's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part.

12. DRUG-FREE WORKPLACE:

The UTA covenants and agrees to implement a drug-free workplace that is consistent with the terms and provisions of 49 CFR Part 653 as shown on Exhibit "A" attached hereto and

incorporated herein.

13. EQUAL OPPORTUNITY AND DBE STATEMENT:

The UTA covenants and agrees to ensure equal employment opportunity to the maximum extent possible and to make every reasonable effort to utilize disadvantaged and women-owned business enterprises as described in Exhibit "B" attached hereto and incorporated herein.

14. PROGRAM MANAGER:

The Authority Program Manager for this Agreement shall be Hal Johnson, or his designee. All correspondence regarding the program work of this Agreement should be addressed to hjohnson@rideuta.com or Phone: 801-237-1905.

15. CONTRACT ADMINISTRATOR:

The Park City Contract Administrator shall be Brian Beckstrand, or his designee. All correspondence regarding the terms, conditions, or administration functions should be addressed to Brian Beckstrand at Brian.Beckstrand@parkcity.org or Phone: (435) 615-5562.

16. NOTICES OR DEMANDS:

A. Any notice or demand to be given by one party to the other shall be given in writing by personal service, FedEx, or any other similar form of courier or delivery service, or mailing in the United States Mail, postage prepaid, certified, return receipt requested, or via dated e-mail with a follow-up copy sent by regular United States Mail, and addressed to such party as follows:

If to Park City:
Park City Municipal Corporation
ATTN: Brian Beckstrand,
1053 Iron horse Drive, Park City, Utah 84060
Brian.Beckstrand@parkcity.org

With a copy to:
Thomas Daley, Deputy City Attorney
Park City Municipal Corporation
P.O. Box 1480
Park City, UT 84060
tdaley@parkcity.org

If to UTA:
Utah Transit Authority
ATTN: Pat Postell, Procurement & Contracts
669 West 200 South

Salt Lake City, Utah 84101
ppostell@rideuta.com

B. Either party may change the address at which such party desires to receive written notice of such change to any other party. 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.

17. LAWS AND REGULATIONS:

This Agreement shall be governed by and construed in accordance with the laws of the state of Utah without regard to its conflict of laws provisions.

Park City and UTA each agree to comply with all applicable Federal, state and local laws, ordinances and regulations in providing transportation service with the Vehicles. All subcontracts must be solicited, awarded and administered in accordance with FTA Circular 4220.1F.

Park City and UTA acknowledge that purchase of the Vehicles will be funded by FTA FY18 Grant Section 5339(c)(the "Grant"), under which UDOT is the Recipient, Park City is the Sub recipient, and that UTA will collaborate by providing the total local match as indicated in the project budget and as required by the Grant (See Project Budget Exhibit "G" and Rocky Mountain Power Agreement Exhibit "H"). UTA agrees to cooperate in good faith with Park City in connection with Park City's compliance obligations under the Grant.

18. ENTIRE AGREEMENT:

This Agreement and the exhibits attached hereto contain the full and complete understanding and agreement between the parties relating to the subject matter hereof and supersede all prior and contemporary understandings and agreements, whether oral or written, relating to such subject matter hereof. This Agreement may be executed in one or more counterparts and by exchange of signed counterparts transmitted by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original instrument.

Utah Transit Authority, a Utah Corporation

669 West 200 South
Salt Lake City, Utah 84101

By:

By:

Approved as to Form and Consent:

UTA Legal Counsel

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, Acting City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this ____ day of _____, 20__, personally appeared before me _____, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the _____ (*title or office*) of UTA, a Utah corporation, by authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as _____ (title) for Utah Transit Authority, a Utah corporation.

Notary Public

EXHIBIT "A"

DRUG-FREE WORKPLACE ACT CERTIFICATION FOR A PUBLIC OR PRIVATE ENTITY

1. The Utah Transit Authority (UTA) certified that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the UTA's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The UTA's policy of maintaining a drug-free workplace;
 - (3) Any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the cooperative agreement be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the cooperative agreement, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the Federal agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected cooperative agreement.
 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and

including termination, consistent with the UTA's employment policies and the requirements of the Rehabilitation Act of 1973, as amended; or (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The UTA's headquarters is located at the following address:

Name of Recipient:	Utah Transit Authority
Street Address:	669 W 200 S
City:	Salt Lake City
County:	Salt Lake
State:	Utah
Zip Code:	84101

EXHIBIT "B"

EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE
STATEMENT

The undersigned states on behalf of the UTA: _____.

A. The UTA has given or will give, prior to the commencement of an approved Park City project, notice to all pertinent personnel, i.e., managers, supervisors, employees, unions, subcontractors, etc. of the UTA EEO and DBE policies and procedures and its intent and effort to realize such procedures in connection with the EEO and DBE requirements that Park City is required to follow as a Federal Transit Administration Grantee.

B. UTA designates --

Name _____

Title _____

As the person assigned the responsibility for securing compliance with and reporting progress to the UTA and Park City's Civil Rights Office on all EEO efforts initiated and taken.

C. UTA will cooperate fully with Park City and ensure equal employment opportunity to the maximum extent possible during the term of this contract. If the UTA employs fifty (50) or more persons and, or will be entering into a contract hereunder in an amount of Fifty Thousand Dollars (\$50,000.00) or more, then an EEO Plan for employment of minorities and women must be submitted. UTA will further be kept fully informed of any refusals by unions or others to cooperate with Park City's and the UTA's EEO and DBE requirements.

D. UTA agrees to make every reasonable good faith effort to utilize disadvantaged and women business enterprises in the performance of this contract. UTA will take affirmative steps to meet any DBE contract goal set for this contract.

UTA Name: _____

Address: _____

Signed: _____

Title: _____

EXHIBIT "C"
MONTHLY REPORTING FORM

Agency: Utah Transit Authority Month/Year: _____

Date of Preparation: _____

1. Daily vehicle mileage start/end odometer _____
(attach detail)
2. Number of one-way passenger trips _____
3. Number of revenue miles _____
4. Farebox Revenue _____
5. Vehicle Service Hours _____
6. Vehicle service miles _____
7. Vehicle Surveillance completed
(April and October- attach completed form) _____
8. Preventive Maintenance Certification _____
(attach completed form)

The undersigned represents that the information shown on this reporting form is true and accurate.

UTA Representative

EXHIBIT "D"

MONTHLY PREVENTIVE MAINTENANCE CERTIFICATION

FOR MONTH ENDING _____, 20____

I, _____

Representing _____, do hereby certify that the following inspections, as outlined in "Preventive Maintenance Schedule", were performed:

DATE	VEHICLE #	INSPECTION PERFORMED	ODOMETER READING

Signature
Utah Transit Authority

Exhibit "E" - Sample



5310 / 5311 VEHICLE SURVEILLANCE INSPECTION

DATE: _____

TRANSPORTATION PROVIDER NAME: _____

Make	Vehicle Year	V.I.N. (last 4 digits)	Plate Number	Odometer
Documents kept in vehicle (please check if present) *Registration ☐ *Insurance Card ☐ *DMV Inspection Sticker ☐				

All items must be inspected. If an item is not applicable to this vehicle, place "N/A" in the adjacent box.
 Check "I" appropriate box P = Pass F = Fail # = number of days to correct failure

EXTERIOR	P	F	#	SAFETY EQUIPMENT	P	F	#	INTERIOR	P	F	#
Body damage			-	Triangles (3)			1	Mirrors			2
Windows			2	First Aid Kit			2	Lights			3
*2 Outside Mirrors			0	Bloodborne Pathogen Kit			3	Horn			2
Reflector/marker/clearance			2	Seat belt cutter			5	Seats			2
*Turn Signals			0	Extra electrical fuses			5	*Seat Belts			0
*Four Way Flashers			0	Fire Extinguisher			2	AC/Heat/Defroster			2
*Tires front 4/32 rear 2/32			0	Rear door buzzer			3	*Wipers			0
*Headlights high and low			0	Exit windows/buzzers			3	Gauges and Indicators			2
*Parking lights			0	Roof Hatch			3	*Brakes (Foot/Parking)			0
*Brake lights			0	Spare Tire/Jack/Lug Wrench			3	Cleanliness			2
Cleanliness			2								

SIGNAGE	P	F	#	LIFT	P	F	#	SECUREMENTS	P	F	#
Buckle Up (or equivalent)			5	*Interlocks			0	*Belt (4 or 8 floor)			0
Emergency Exits			3	Level Platform			3	*Lap Belt			0
Lift Operating Instructions			5	Lift Light			1	*Shoulder belt			0
Vehicle Height			5	*Electric Wires (cut, frayed)			0				
				*Hand Pump			0				
				Hand Rails on Lift (2)			1				

Comments and Observations of Inspector:

Items that are ***bolded** may be placed out of service for failing inspection. The vehicle may not be returned to service until defect is repaired and the Agency Administrator is notified of the repairs. Body damage depending on severity should be repaired as soon as possible.

Agency Administrator:

Name: _____

Signature: _____

Inspector:

Name: _____

Signature: _____

This document can be completed by agency personnel and is a tool for you to monitor the maintenance source you are using.
 For questions, please contact Brian Gallea, PTT Program Compliance Officer, 801-209-3744. Inspections are to be performed on April 1 and October 1 and the completed inspection entered into PTT Online at: <https://www.udot.utah.gov/public/ptt/f?p=131:101:1166169282072515>

EXHIBIT "F"

BAILMENT AGREEMENT

This Bailment Agreement ("AGREEMENT") is entered into as of the ____ day of _____, 2019 (the "EFFECTIVE DATE") by and between:

Utah Transit Authority (UTA)
669 West 200 South
Salt Lake City, Utah 84004
(BAILEE)

Park City Transit Municipal Corporation (Park City)
1053 Iron horse Drive,
Park City, Utah 84060
(BAILOR)

1. DEFINITION OF "PROPERTY"

For purposes of this Agreement, the term "PROPERTY" means the two (2) PC-SLC Connect Electric Vehicles and batteries procured or leased by Park City as a sub recipient to an FTA grant made to the Utah Department of Transportation (UDOT), as further described in Attachment "A" attached hereto and incorporated herein.

2. BAILMENT

The parties agree that UTA can possess and use the Property subject to the terms and conditions in this Agreement. The established value of Bailed Property is in the amount of approximately Two Million Dollars (\$2,000,000.00).

3. TERM

The terms and conditions in this Agreement shall remain in effect for as long as the buses remain in the possession of UTA or the useful life of the vehicles as described in the Collaboration Agreement between Utah Transit Authority and Park City Transit Municipal Corporation Regarding ELECTRIC BUS AND CHARGING EQUIPMENT Program dated _____, 2019, attached hereto and incorporated herein as Attachment "B"). (Hereinafter "Collaboration Agreement") This Agreement can be terminated in writing by mutual agreement of all parties.

4. OWNERSHIP

The Parties acknowledge that title and ownership of the buses is maintained by Park City and that UTA's use and possession of it is by virtue of this Agreement. UTA agrees not to do anything that is inconsistent with Park City's ownership in the Property.

5. USE OF THE PROPERTY

UTA agrees to use the Property for the sole purpose of serving the PC-SLC Connect and UTA's traveling public.

6. MAINTENANCE

UTA agrees to keep vehicles in good and efficient working order during their useful life by performing normal maintenance and repairs at UTA expense in accordance with any available warranties. UTA further agrees to follow the specifications and recommended procedures contained in the manufacturer's operator's manuals, guides, schedules, and warranties.

7. MARKING/LOGO

UTA is permitted to place its markings and logo on the vehicles. Such marking and logos need not be removed when the bailment is terminated.

8. ACCESS

UTA agrees that Park City can enter UTA premises during normal business hours for purposes of inspecting and inventorying the vehicles.

9. RETURN OF PROPERTY

At the end of the useful life of the vehicles and/or termination under the terms of the Collaboration Agreement, at Park City's election, UTA agrees to surrender the vehicles to Park City. However, should the bailed property prove not to be suitable for the intended use, Bailee has the option to cancel this Agreement and return all bailed property to the Bailor.

10. RISK OF LOSS

Park City agrees to bear the risk of loss of Property and either self-insure or carry sufficient insurance to cover the loss of the complete loss of the vehicles.

11. DISCLAIMER

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, PARK CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. ENTIRE AGREEMENT

This Agreement is the entire understanding and agreement between the parties as to its subject matter, and completely overrides (supersedes) all previous understandings, agreements, communications and representations, whether written or oral. Provided however, that this Bailment Agreement does not alter or supersede the terms of the Collaboration Agreement between the Parties.

13. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the state of Utah, without regard to that state's rules concerning conflict of laws.

14. SIGNATURES

This Agreement has been signed by the parties or their duly authorized representatives to become effective as of the date of last signature.

Utah Transit Authority

Park City Transit Municipal Corporation

By:

By:

Printed/Typed Name:

Printed/Typed Name:

Title:

Title:

Date:

Date:

PARK CITY MUNICIPAL CORPORATION, a
Utah municipal corporation
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480

Matt Dias, Acting City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

BAILMENT AGREEMENT – ATTACHMENT “A”
DESCRIPTION OF “PROPERTY”

Buses: Two (2) electric powered buses.

Batteries: leased vehicle batteries will be minimum 440 kWh energy on board.

Exhibit G
PROJECT BUDGET

2018 Bus Low/No leased batteries Budget

Item Description	Total Maximum Federal Amount	Total Minimum Local Match	UTA over Match	Total Cost
Buses (2)	\$ 974,860	\$ 259,140		\$ 1,234,000
Radios (2)	\$ 28,440	\$ 7,560		\$ 36,000
Bus configurable/contingency	\$ 94,800	\$ 25,200	\$ 120,000	\$ 240,000
Project Management	\$ 39,500	\$ 10,500	\$ 50,000	\$ 100,000
Training	\$ 27,650	\$ 7,350		\$ 35,000
Tools	\$ 11,850	\$ 3,150		\$ 15,000
shop improvements	\$ 15,800	\$ 4,200		\$ 20,000
TOTALS	\$ 1,177,100	\$ 312,900	\$ 170,000	\$ 1,660,000

Requested Facilities Budget

Item Description	Total Maximum Federal Amount	Total Minimum Local Match	UTA over Match	Total Cost
On Route Charging Equipment	\$ 337,330	\$ 89,670		\$ 427,000
On Route A&E Services	\$ 51,350	\$ 13,650		\$ 65,000
PCT charger retrofit	\$ 102,700	\$ 27,300		\$ 130,000
Depot Charging Equipment (2 units)	\$ 126,400	\$ 33,600		\$ 160,000
Depot A&E Services(completed as part of Depot District)	\$ -	\$ -		\$ -
Depot Charger Construction Services	\$ 63,200	\$ 16,800		\$ 80,000
Software	\$ 2,844	\$ 756		\$ 3,600
Training	\$ 11,850	\$ 3,150		\$ 15,000
On Route Construction Services	\$ 211,878	\$ 56,322		\$ 268,200
Offset to project 1 for charger construction	\$ 79,000	\$ 21,000	\$ 84,241	\$ 184,241
UTA Project Management	\$ 27,650	\$ 7,350	\$ 60,000	\$ 95,000
Contingency	\$ 98,698	\$ 26,250		\$ 124,948
TOTALS	\$ 1,112,900	\$ 295,848	\$ 144,241	\$ 1,552,989

LoNo Project Total	\$ 2,290,000	\$ 608,748	\$ 314,241	\$ 3,212,989

Local Match Source Bus	Match Amount
UTA/PCT funding	\$ 422,989
RMP	\$ 500,000
Subtotal	\$ 922,989

Exhibit "H"



Plug-in Electric Vehicle Custom Project – Incentive Offer Letter

Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101

Re: EVUT 252139

Rocky Mountain Power
Electric Vehicle Program
EV@rockymountainpower.net

After reviewing your application, we are pleased to provide you an incentive offer for the successful implementation of your electric vehicle custom project as outlined in your project application (2 – High Power Overhead Chargers and 5 – DC Fast Chargers).

Incentive Estimate

Issue Date: December 17, 2018

Estimated Incentive: \$500,000 up to 26% of total project costs

Completion Date: May 1, 2019

For this offer to remain valid and to receive an incentive, it is the responsibility of the participant to:

1. Sign and return this offer and revised application to the contact above within 14 days of the issue date.
2. Implement the project as outlined in the project plan/application and by the Completion Date.
3. Notify Rocky Mountain Power of any changes that materially affect the implementation schedule, project costs or project scope.
4. Upon project completion notify Rocky Mountain Power via email project has been completed.
5. Provide actual itemized project cost documentation after project completion.
6. Provide all required documentation and participate in any required inspections no later than 60 days from the Completion Date.

Acknowledgement

I understand: (1) my responsibilities listed above; (2) the incentive offer is an estimate; (3) the incentive paid will be based upon completion of the project as outlined in the project application.

W. STEVE MEYER
Name (Please print)

INTERIM EXECUTIVE DIRECTOR
Title

[Signature]
Signature

12/21/18
Date

Approved AS to Form
[Signature]
UTA Legal Counsel

[Signature] 12/20/18
VP of operations, capital, and assets

Exhibit “I”

Park City – Salt Lake City Connect Service Interlocal Agreement

**INTERLOCAL AGREEMENT
REGARDING BUS SERVICE BETWEEN
PARK CITY AND THE SALT LAKE VALLEY**

THIS INTERLOCAL AGREEMENT REGARDING BUS SERVICE BETWEEN PARK CITY AND THE SALT LAKE VALLEY (this "Agreement"), is entered into as of August 24, 2011 ("Effective Date"), by and between SUMMIT COUNTY, a political subdivision of the State of Utah (the "County"), PARK CITY, a municipal corporation and political subdivision of the State of Utah (the "City"), and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah ("UTA"). The County, City and UTA are hereafter sometimes collectively referred to as "Parties" and may be referred to individually as a "Party."

RECITALS

WHEREAS, UTA operates a public transportation system along the Wasatch Front, including bus service within Salt Lake County; and

WHEREAS, the City operates a public transportation system within Park City and parts of unincorporated Summit County; and

WHEREAS, Utah Senate Bill 301 was enacted in the 2011 General Session to amend Utah Code Ann. § 17B-2a-805 to explicitly allow public transit districts and political subdivisions of the state to enter into interlocal agreements regarding the operation of transit services; and

WHEREAS, there is currently no public transportation system providing service between Salt Lake County and Summit County, and the Parties desire to establish such service according to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, based upon the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. **Salt Lake to Park City Connect Service.** UTA agrees to operate an express bus service between Salt Lake City, Summit County, and Park City (hereafter, the "Park City to Salt Lake Valley Bus Service"). The route, schedule, stop locations, park and ride lots, and other characteristics of the Park City to Salt Lake Valley Bus Service are defined in the "Operating Plan" attached hereto as Exhibit A. The Parties may amend the Operating Plan from time to time, through the process defined in paragraph 6, below.
2. **Equipment.** During the term of this Agreement, UTA will provide buses for use in connection with the Park City to Salt Lake Valley Bus Service. Initially, UTA will

contribute buses from its existing fleet. These buses are expected to be 2005 MCI buses but may require the use of other buses in UTA's fleet. Bus replacement, routine maintenance of buses, including repairs to buses damaged while in service, will be performed by UTA, but shall be deemed an operational cost subject to paragraph 3, below.

3. **Operational Costs.** The cost of operating and administering the Park City to Salt Lake Valley Bus Service includes the following: (i) direct costs of operator and supervisor wages, maintenance, and fuel, (ii) proportional costs of operational and administrative support provided by UTA, (iii) bus replacement costs, and (iv) a Liability Premium (defined below) (collectively, the "Operating Expenses"). As of the Effective Date, the anticipated monthly Operating Expenses are detailed in the Operating Plan, attached hereto as Exhibit A. The Parties anticipate that farebox revenues will cover much, if not all, of the Operating Expenses. The Parties recognize, however, that farebox revenues may be less than the Operating Expenses. In the event the Operating Expenses exceed farebox revenues during a one month period, the Operating Expenses less the farebox revenues shall be defined and hereafter referred to as the "Operational Deficit."
- a. The City and County hereby agree to jointly fund the Operational Deficit, up to a maximum amount as set forth in the Operating Plan, attached hereto as Exhibit A (the "Annual Operating Expense Cap"). UTA shall invoice the City and County for such Operational Deficit on a monthly basis, and the City and County shall remit payment to UTA within 30 days of receipt of an invoice. UTA shall maintain its cost records, and allow the City and the County to inspect such records upon request.
- b. Once the City and County have made payments to UTA pursuant to this paragraph equal to the Annual Operating Expense Cap, UTA shall be responsible to fund the Operational Deficit for the remainder of the annual term of the Agreement, up to a maximum amount as set forth in the Operating Plan, attached hereto as Exhibit A (the "UTA's Annual Operating Expense Cap"). In the event that the annual Operational Deficit exceeds both the Annual Operating Expense Cap and UTA's Annual Operating Expense Cap, UTA may, at its sole option, immediately cease operating the Park City to Salt Lake Valley Bus Service for the remainder of the term. Prior to any service termination UTA will provide the City and County the opportunity to increase their Annual Operating Expense Cap in a sum sufficient to keep service in operation.
- c. The Operating Cost will be determined using actual costs incurred by UTA, and not current cost estimations. The Parties understand and agree that UTA's actual Vehicle Replacement Cost or other cost line items might be different than estimated Operating Costs. In the event that there is a surplus of farebox revenues during any month, such surplus shall be applied on a continuing basis to future Operating Expenses so as to reduce the Operational Deficit in future months as set forth in paragraph 3(a) herein.

4. **Facilities.** The City and County shall allow UTA to use City or County-owned or controlled facilities as necessary to operate the Park City to Salt Lake Valley Bus Service. Such facilities include: City streets and County roads along the route, the Bus Stops listed in the Operating Plan, and portions of the Ironhorse Transit Facility, as set forth in the Operating Plan. Such City or County-owned facilities shall be maintained by the City or County, as appropriate. UTA will have no maintenance duties with respect to facilities located in Park City or Summit County.

UTA may layover buses at the Ironhorse Transit Facility as detailed in the Operating Plan, and may perform routine maintenance on its buses parked at the Ironhorse Transit Facility.

5. **Term.** The term of this Agreement is for one (1) year, commencing on the Effective Date, and shall automatically renew for successive one (1) year terms, until such time as any Party serves written notice of termination. Such written notice of termination must be given at least three (3) months in advance of the terminating Party's desired termination date. In addition to UTA's right to cease service as provided in paragraph 3(b) above, any Party may terminate this Agreement for default by another Party, in accordance with the provisions of paragraph 14, below. In no event shall this Agreement exceed fifty (50) years in duration. The expiration or termination of this Agreement shall not relieve or excuse a Party of any obligations accruing prior to such expiration or termination.
6. **Management of Project.** The Parties hereby create a Project Management Team consisting of the following individuals, or their designees: (i) for the City, Park City Transit General Manager; (ii) for the County, Public Works Administrator, (iii) for UTA, the Regional General Manager, and (iv) UTA's Project Manager for the Park City to Salt Lake Valley Bus Service. A Party may change its representative on the Project Management Team by providing written notice of such change to the other Parties.

The Project Management Team shall: (a) meet on a regular basis, as determined by the Project Management Team, (b) perform all functions expressly assigned to the Project Management Team in this Agreement or amendments hereto, (c) recommend any amendments to this Agreement deemed necessary or desirable, and (d) address and resolve issues, disputes or concerns arising during the term of the Agreement.

The Project Management Team may, by letter agreement executed by each of the representatives on the Project Management Team, amend the Operating Plan attached hereto as Exhibit A, in order to make minor changes to the Park City to Salt Lake Valley Bus Service. Minor changes may include, but are not limited to, changes to the route; adding, eliminating, or changing the location of Bus Stops; adjusting the number or timing of daily bus trips, or changing the amount of the Annual Operating Expense Cap. The Project Management Team should review and, if appropriate, amend the Operating Plan at least annually. Such annual review and amendment should take place in advance of the three (3) month deadline for termination as described in the preceding paragraph. More substantial changes to the Park City to Salt Lake Valley Bus Service operations, along with changes to other provisions of this Agreement, should be made through formal

amendment of this Agreement. The Parties acknowledge and agree that amending the Operating Plan may require the approval of one or more of the Parties' governing bodies.

The Project Management Team may elect, by mutual written agreement, to hire a private firm to operate the Park City to Salt Lake Valley Bus Service in whole or in part. Any such arrangement would have to comply with all applicable laws, including applicable procurement law and approval, when needed, by the Parties' respective governing bodies.

7. **Paratransit Services.** The Parties agree that Park City Transit shall provide any Paratransit services, made necessary by the implementation of the Park City to Salt Lake Valley Bus Service, in Summit County. The Parties further agree that UTA shall provide any necessary Paratransit services in Salt Lake County.
8. **Road calls and Maintenance.** In the event that a Park City to Salt Lake Valley Bus Service becomes inoperable while in Summit County, the Parties agree to work cooperatively together to provide the necessary personnel, vehicles, and services as necessary to transport passengers and resume service as soon as possible, with the mutual goal of meeting the expectations of bus patrons and providing a consistently reliable service. Costs incurred by the City or County in connection with such road calls or maintenance work shall be credited against the monthly operational charge described in paragraph 3, above, at UTA's standard hourly and mileage rates for personnel and vehicles, and at actual cost of supplies used.
9. **Marketing.** The City and County agree to work cooperatively with UTA to promote the Park City to Salt Lake Valley Bus Service service, with the mutual goal of maximizing ridership.
10. **Dispute Resolution.** Any dispute that cannot be resolved by the Project Management Team shall be forwarded to UTA's General Manager, the Park City Manager, and the Summit County Manager for resolution prior to any Party initiating arbitration proceedings. If the matter has not been resolved within thirty (30) days of the meeting of the UTA General Manager, the Park City Manager, and the Summit County Manager, any controversies arising out of the terms of this Agreement or its interpretation, including any subcontractor dispute, shall be settled in Utah in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
11. **Jurisdiction and Venue.** This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each Party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
12. **Losses and Liability.** The Parties shall indemnify and hold one another and their respective agents employees, and officers, harmless from and shall process and defend at their own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against a Party arising

out of, in connection with, or incident to the execution of this Agreement and/or a Party's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of another Party, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of a Party against whom a claim is made; and provided further, that nothing herein shall require a Party to hold harmless or defend another Party, its agents, employees and/or officers, from any claims arising from the sole negligence of another Party, its agents, employees, and/or officers.

Each Party agrees to maintain throughout the duration of this Agreement insurance coverage (or a self-insurance program) for the activities set out in this Agreement in an amount that is equal to or greater than the Parties' maximum exposure to liability as determined by the Utah Director of Risk Management and as set forth in Utah Code Annotated Section 63G-7-604, as amended.

The Parties agree that each Parties' workers compensation insurance will cover each Parties' employees and that under no circumstances shall an employee of one Party be considered an employee or agent of another Party.

Any dispute regarding responsibility for losses or liability under this paragraph shall be referred to dispute resolution as described in paragraph 10.

13. **Liability Premium.** UTA shall charge the City and County a Liability Premium of Five Cents (\$0.05) per mile traveled by the Park City to Salt Lake Valley Bus Service to compensate UTA for the assumption of risk inherent in operating the Park City to Salt Lake Valley Bus Service.
14. **Passenger Data.** UTA shall make available Park City to Salt Lake Valley Bus Service passenger, fare, boarding, and alighting data available to the City or County upon request.
15. **Default.** If any Party determines that another Party is in breach of the terms of this Agreement, that Party shall give written notice to the breaching Party of such violation and demand corrective action sufficient to cure the breach. If the breaching Party fails to cure the breach within thirty (30) days after receipt of notice thereof from another Party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such breach within the thirty (30) day period, or fails to continue diligently to cure such breach until finally cured, a Party may commence the dispute resolution process described in paragraph 10.
16. **Notices.** Any notice, demand, request, consent, submission, approval, designation or other communication which either Party is required or desires to give under this Agreement shall be made in writing and delivered to the other Party at the addresses set forth below or at such other addresses as the Party may provide in writing from time to time. Such notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to the City:
Park City Manager's Office
445 Marsac
PO Box 1480
Park City, Utah 84060

With a Copy to:
Park City Attorney's Office
445 Marsac
PO Box 1480
Park City, Utah 84060

If to UTA:
Utah Transit Authority
Attn: Michael Allegra, General Manager
669 West 200 South
Salt Lake City, Utah 84101

With a Copy to:
Utah Transit Authority
Attn: General Counsel's Office
3600 South 700 West
Salt Lake City, Utah 84119

If to the County:
Summit County
Attn: Robert Jasper
County Manager
PO Box 128
60 N Main
Coalville, Utah 84017

With a Copy to:
Summit County
Attn: David Thomas
Chief Civil Deputy
PO Box 128
60 N Main
Coalville, Utah 84017

17. **Acquisition, Ownership, and Disposition of Property.** Unless otherwise agreed by the Parties in writing, all real and personal property acquired by a Party for use in connection with the Park City to Salt Lake Valley Bus Service service, or property already owned by a Party and used in connection with the Park City to Salt Lake Valley Bus Service service, shall remain the property of that Party during and after the term of this Agreement. By way of example only and not of limitation, buses now owned by UTA, or acquired in the future by UTA, and used as Park City to Salt Lake Valley Bus Services, shall at all times remain the property of UTA.

18. **Miscellaneous.**

- a. **Non-Waiver.** No covenant or condition of this Agreement may be waived by either Party unless done so in writing by such Party. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other Party.
- b. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
- c. **No Third Party Beneficiaries.** There are no intended third Party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and

conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

- d. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and statements, promises or inducements made by any Party or agents of any Party that are not contained in this Agreement shall not be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument signed by all Parties.

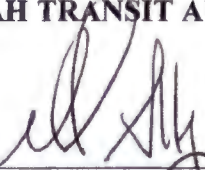
19. **Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, and in connection with this Agreement, the Parties agree as follows:

- a. The Agreement shall be authorized by resolution or ordinance of the governing body of each Party pursuant to §11-13-202.5 of the Act.
- b. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each Party pursuant to §11-13-202.5 of the Act.
- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Act.
- d. Prior to the expiration of the term of this Agreement pursuant to paragraph 5, this Agreement may only be terminated in accordance with the terms of this Agreement, or by and upon the express written consent of all of the Parties. Cessation of service under 3(b) of this agreement shall also automatically terminate this agreement, but obligations accruing prior to any such termination shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Interlocal Agreement Regarding Bus Service between Park City and the Salt Lake Valley as of the date first set forth above.

PARK CITY MUNICIPAL CORPORATION UTAH TRANSIT AUTHORITY

By: 
~~Thomas B. Bakaly, City Manager~~
Michael Kovacs, Acting City Manager

By: 
Michael Allegra, General Manager

ATTEST AND COUNTERSIGN:

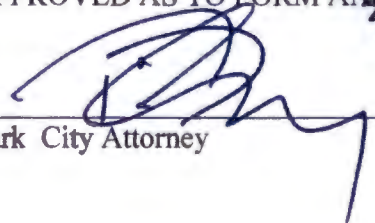
By: 

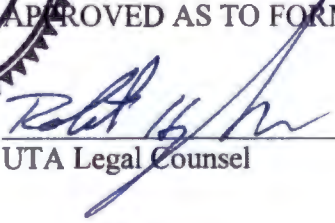
By: 
City Recorder



APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

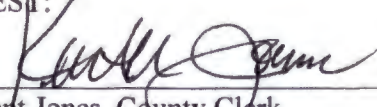

Park City Attorney


UTA Legal Counsel

SUMMIT COUNTY

By: 
Christopher F. Robinson, Chair

ATTEST:

By: 
Kent Jones, County Clerk



APPROVED AS TO FORM AND LEGALITY:


David L. Thomas
Chief Civil Deputy

EXHIBIT A

The Park City to Salt Lake Valley Bus Service – Operating Plan

a. Route. The Park City to Salt Lake Valley Bus Service will run from the Salt Lake Intermodal Center along 200 South to State Street, then along 100 south to the University Hospital, then along Foothill Boulevard, up Parley's Canyon to Jeremy Ranch, on Highway 224 to Kimball Junction, The Canyons Resort, Park City Mountain Resort, then to the Park City Old Towne Transit Center, and Deer Valley. Buses travelling from Park City to Salt Lake will travel the same route, in the reverse direction. The route is depicted on Exhibit 1 hereto.

b. Stops. The Park City to Salt Lake Valley Bus Service will stop at the following locations:

- Salt Lake Central Station
- State Street and 200 South
- University Hospital
- Foothill
- Jeremy Ranch
- Kimball Junction
- The Canyons
- Park City Mountain Resort
- Old Town Transit Center
- Deer Valley

The stops are depicted on Exhibit 1 hereto.

c. Park and Ride Lots. The Park City to Salt Lake Valley Bus Service will be served by the following park and ride lots:

- Jeremy Ranch

d. Schedule. The Park City to Salt Lake Valley Bus Service will initially operate according to the schedule in exhibit 2 hereto.

The Project Management Team may, from time to time, adjust the schedule according to demand, pursuant to paragraph 6 of the Agreement.

e. Buses. The Park City to Salt Lake Valley Bus Service will primarily use high capacity coach buses. UTA reserves the right to use buses that meet the demand per trip and time of day.

- f. Fares. The fare for the Park City to Salt Lake Valley Bus Service will be Five Dollars and 50 Cents (\$5.50). The fare for the service will follow UTA fare increases and fuel surcharge schedules. The Project Management Team, pursuant to paragraph 6 of the Agreement may adjust the fare from time to time, in accordance with UTA's standard practices and policies regarding fares.
- g. Monthly Cost. As of the effective date of the Agreement, the anticipated gross monthly cost to operate the Park City to Salt Lake Valley Bus Service ranges from approximately \$63,500 for off-season months and \$82,500 for peak-season months (the "Operating Cost", as described in paragraph 3 of the Agreement). Such cost consists of the following individual line items:
- Operating cost/platform hour
 - Maintenance cost per mile
 - Fuel cost per mile
 - Supervisor Expense
 - Marketing Expenses
 - Administrative Support
 - Vehicle Replacement Cost
 - Liability Premium (\$0.05 per vehicle mile)

All four members of the Project Management Team may, at their discretion, elect to hire subcontractors to perform services typically performed by UTA, as described above. In the event the Parties contract out such services, the actual costs paid by UTA to such contractors would be included within the Operating Cost.

As described in paragraph 3 of the Agreement, the City and County shall fund the Operating Cost, less the amount recovered by the service through the farebox (the "Operational Deficit"). The Operational Deficit for which the City and County are responsible shall not exceed \$470,000 for the first operating year (October 2011 to October 2012) (the "Annual Operating Expense Cap.") The Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

As described in paragraph 3 of the Agreement, UTA shall fund the Operational Deficit after the City and County have fully satisfied their obligation to fund the Operational Deficit up to their Annual Operating Expense Cap. The Operational Deficit for which UTA is responsible shall not exceed \$180,000 for the first operating year (October 2011 to October 2012) (the "UTA's Annual Operating Expense Cap.") The UTA Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

The actual Operating Cost will be based on actual costs incurred by UTA, not the estimated costs cited above. If UTA elects, for example, to use buses other than the MCI buses that the estimated Operating Costs are based on, the actual Vehicle Replacement Cost or other cost line items might be different than the estimated Operating Cost cited above.

- h. Facilities. Two bus stalls at the Ironhorse Transit Facility will be made available for UTA's use at all times, including End of Line waiting times, layovers during peak and non-peak hours, and overnight. UTA acknowledges that Park City will lock the bus stalls between 10 p.m. and 6 a.m. but that Park City will attempt to provide access to those stalls if possible on an as-needed basis. The stalls must be located in proximity to a power outlet, so that UTA can use block heaters when necessary. Additionally, a 5 by 15 foot area adjacent to such stalls will be made available for UTA's use, for storing supplies necessary to the bus service. The stalls and area available to UTA must be covered and secure, to prevent damage to UTA's buses.

Exhibit 1

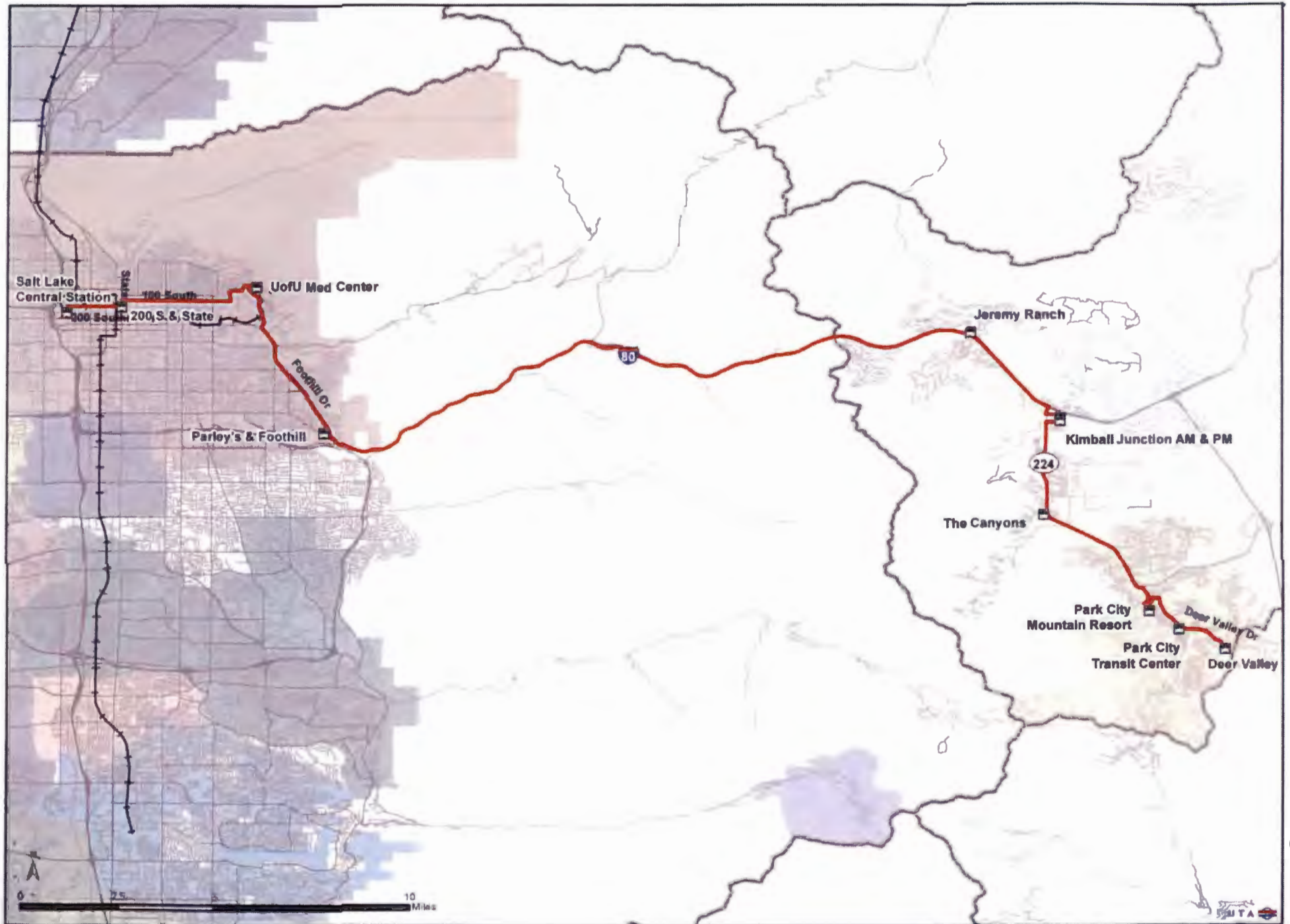


Exhibit 2

Trips Run Times Node to Node Stop Trips															
TO DEER VALLEY [6]															
Frz	Tr	P	Vol	IN	SLCSTATN	1665STAT	MEDCTR	U.D.HOSP	WAKACHIP	JERRANCH	KIMBALL	CANYONS	PCRM	PCRUB	DEERVLLY
	0	O	I-		5:23	5:30	5:40				6:20	6:25	6:38	6:45	6:50
	0	O	I-		6:12	6:19	6:29				7:09	7:14	7:27	7:34	7:39
	0	O	I-		6:42	6:49	6:59				7:39	7:44	7:57	8:04	8:09
	0	O	I-		7:12	7:19	7:29				8:09	8:14	8:27	8:34	8:39
	0	O	I-		16:24	16:31	16:41		16:49	17:24	17:29			17:39	
	0	O	I-		16:54	17:01	17:11		17:19	17:54	17:59			18:09	
	0	O	I-		17:50	17:57	18:07		18:15	18:50	18:55			19:05	
	0	O	I-		18:20	18:27	18:37		18:45	19:20	19:25			19:35	
To SLC [7]															
Frz	Tr	P	Vol	IN	DEERVLLY	PCRUB	PCRM	CANYONS	KIMBALL	JERRANCH	WAKACHIP	U.D.HOSP	MEDCTR	1665STAT	SLCSTATN
	0	IN	I-			6:36			6:51	6:56	7:33		7:41	7:52	8:01
	0	IN	I-			7:06			7:21	7:26	8:03		8:11	8:22	8:31
	0	IN	I-			7:50			8:05	8:10	8:47		8:55	9:06	9:15
	0	IN	I-		16:10	16:15	16:20	16:31	16:37				17:17	17:26	17:37
	0	IN	I-		16:40	16:45	16:50	17:01	17:07				17:47	17:58	18:07
	0	IN	I-		17:10	17:15	17:20	17:31	17:37				18:17	18:28	18:37
	0	IN	I-		17:44	17:49	17:54	18:05	18:11				18:51	19:02	19:11

- The AM trips to PC skip Research Park and Jeremy Ranch
- The AM trips to SLC skip the resort stops
- The PM trips to PC skip the resort stops
- The PM trips to SLC skip Jeremy Ranch and Research Park
- Kimball Junction is serviced via Highland
- PCMR is accessed with a clockwise loop from Empire to Lowell

PC – SLC Connect Winter Schedule Timeline

September 2014

- Finalize Winter schedule for the 902 during September so proposed schedule can be presented to Resorts in October. The 901 schedule will remain the same from last season. The 902 Winter schedule will mirror the current time points from the 2014 Spring/Summer schedule to ensure route continuity **(Jamie, Chris/Joey, & Destry)**.
- Add 902 signage to stop in SLC at 2nd South & Main St. **(Chris)**
- Add time point for stop in SLC at 2nd South & Main St. to schedule **(Jamie)**
- Conduct Conference Call with Destry, Sheryl, Chris/Joey, & Daniel the week of 09/08 – 09/12 to confirm the proposed winter schedule, service on Black Friday, and Customer Service Training for Operators when it comes to riders that might be waiting in their cars at certain stops **(Daniel will organize)**

October 2014

- Visit Resorts the week of 10/6 – 10/10 to present proposed Winter Schedule for the 901 & 902 **(Daniel & Blake)**
- After receiving the Green light on proposed schedule from PC/Summit County, UTA Planners/Op's, and Resorts, send approved 901 & 902 schedule to print on 10/23/2014 **(Blair)**.

November 2014

- Distribute schedules to PC/Summit County and Resorts from 11/03 – 11/17 to ensure that information is available to Resort employees **(Daniel)**.
- Winter Service begins 11/24/2014
- Holiday Service on Thanksgiving 11/27/2014
- Black Friday Service TBD (see Conference Call in September)
- Weekend Service begins 11/29/2014

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Jenny Diersen

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve the 2020 Sundance Supplemental Plan
(A) Public Input (B) Action

Suggested Action:

Attachments:

[2020 Sundance Film Festival Supplemental Plan Staff Report](#)

[Exhibit A: 2020 Sundance Film Festival Level Five Special Event Permit DRAFT](#)

[Exhibit B: Sundance Film Festival 2020 Operations & Costs](#)

[Exhibit C: Sundance Film Festival 2020 Application Use Matrix and Sponsor List](#)

City Council Staff Report



Subject: Sundance Film Festival 2019 Supplemental Plan Approval
Author: Jenny Diersen, Special Event & Economic Development
Program Manager
Department: Special Events & Economic Development
Date: December 19, 2019
Type of Item: Administrative

Summary Recommendation

Hold a public hearing and take action on the following recommendations regarding the 2020 Sundance Film Festival Supplemental Plan:

1. Approve the 2020 Sundance Film Festival (SFF) Supplemental Plan based on Findings that the event meets the requirements of a Level Five Special Event Permit (L5SEP), according to section 4A of the PCMC Code and [City Services Agreement](#), in a form approved by the City Attorney (Ex. A).
2. Discuss the request for a noise exemption until 1am on Saturday, January 25.
3. Changes to City Operations, including approving additional costs for transportation and public safety measures aimed at public safety and protecting residential neighborhoods, not attributed directly to SFF. This results in an additional \$145,200 in City service costs (Ex. B), which Council provided preliminary support to cover during the December 5 meeting. These costs can be covered within existing City budget.

Background

SFF reinforces cultural and significant economic vitality for Park City, Utah, and independent film enthusiasts from around the world. A [background can be found here](#). Below is a summary of the Supplemental Plan changes. Event operations, including items that are status quo from last year, are included in Ex. B.

1. Operations, Official Festival, Sponsor & Events Public Property Use (Ex. C)

- SFF held January 23—February 2, 2020, operations complete February 10.
- Official Sundance Venues and Sponsors are listed in Ex. B; Changes include:
 - Private Property - Utah Film Studio is no longer a venue.
 - Use of City Property Changes below require updated leases.
 - MARC Changes – A layout change necessitates taking down and reinstalling the basketball stanchions.
 - Arts and Culture District property - Addition of a local food truck from 10-midnight, daily.
 - Old Switchback Sports Building – Storage space for Sundance.
 - Lyft Sundance Official Sponsor Operations:
 - In addition to Drop Off/Pick Up (PUDO) zones at Swede Alley, 9th Street and the driver lounge at the Arts and Culture District, Lyft requests, and

- staff supports, a new zone in a portion of the Brew Pub Lot January 23 – January 27 (first half of Festival only).
 - Lyft did not submit a plan for limited southbound access to Park Ave or to create a drop off pick up in City Park by the deadline presented by staff. Sundance and Lyft look forward to further collaborating with the City to ensure operational plans are followed once approved by Council.
- Bob Wells Plaza – Acura Festival Village load in will begin Wednesday, January 16 (a day earlier than last year due to weather that could compromise loadin, set up, safety and traffic).
 - Sundance requested a Noise Exemption for music:
 - Daily noon-10pm, up to 90 decibels (same as last year)
 - Friday, January 24 and Sunday, January 26, up to 90 decibels, noon-11pm. Last year this was allowed on Saturday only.
 - Saturday, January 25, 90 decibels until 1am. Staff has never considered a similar request for Sundance or any other Special Event. This private event would be for an officially selected film in the Festival after their premier Saturday evening. The film theme is substance abuse recovery.
 - Per section [6-3-11 of the municipal code](#), Noise exemption requests are delegated by Council to the Chief of Police. Police recommends allowing noise exemptions until 11pm on Friday, Saturday, and Sunday, and 10pm all other days. If Council chooses to allow additional noise past 11 pm, Police Department requests council consider requiring an outreach plan approved by the City and lead by Sundance to residents and businesses in Old Town before approving such decision.
- Flagpole Lot - Community Bonfire
 - Sundance requested a new program on Thursday, January 30, 2020. While they did not ask for the services required for this event, staff has determined that the program will require an all-day parking lot closure (parking removal), increased public safety, building permits, and PC Fire District detail for an additional \$5,200 in City Services. Forgone parking revenue is \$1,800. Council preliminary direction on December 5 was for the City to cover such costs due to the Community benefit of the new program, these costs can be covered within existing PCMC budgets.

2. City Operations – staff’s recommendation. Details outlined in Exhibit B

- Parking:
 - More Dynamic Parking Rates in China Bridge;
 - Entry only from Top of China Bridge/Exit onto Swede Alley; Those patrons that have Black Parking Permits will be the only patrons allowed to enter on Swede Alley.
 - Changes to parking lot use North Marsac; South Marsac, Flagpole, and Brew Pub Parking Lots.
- Traffic Circulation & Residential Mitigation:
 - 4th and 5th Streets, from Park Ave to Main Street, one way east.
 - Hillside one way west (into commercial district), except for residents with an access pass and emergency vehicles.

- Park Ave one way north (out of commercial district), except for residents with an access pass, emergency vehicles, City Fleet/Transit, Acura vehicles that need to travel to Park Avenue venues and businesses Sundance venues with passes.
- These changes require additional Public Safety traffic management and Kane Security for residential management. All costs are covered within existing budgets.
- Transit: All routes, except the 10 White, run inbound on Park Ave. With the recommended Park Ave changes, the 10 White will divert onto Park Ave, instead of Deer Valley Dr., and will stop at the Library before going to the transit center. The 10 white will not stop at any other stops on Park Ave to continue as an Xpress route.

Staff began residential community engagement for Festival operations on Monday; significantly less notice compared to previous years. However, staff is confident that the residential and neighborhood protections within the existing plan will be well received by Old Town residents and businesses.

Funding Source

Direct contributions and City service funding necessary to support the SFF comes from the City's General and Transit Funds, both of which are funded through sales tax. Historically, operational cost continue to rise with programming expansion, and so too does sales tax growth.

Increased hours and costs for Specific Festival Enforcement, Traffic Mitigation and Community Bonfire as well as City Operation changes for 2020 are covered within existing budgets (\$145,200). Because of the extraordinary economic and cultural benefit to the community, staff recommends the City cover such costs:

Item	2020 Increased Cost
Kane Security	\$21,000
Transit Leases	\$30,000
Police Traffic Mitigation	\$68,000
Homestake Lot	\$21,000
Bonfire Program	\$5,200
Total Costs	\$145,200

Attachments

- Exhibit A DRAFT Sundance Film Festival 2020 Level Five Special Event Permit
- Exhibit B Sundance Film Festival 2020 City Operations & Costs
- Exhibit C 2020 Sundance Film Festival Special Event Application, Use Matrix & Official Venue, Sponsor, Event List



DRAFT SPECIAL EVENT PERMIT & 2020 SUPPLEMENTAL PLAN

Type of Permit: Level 5 Special Event & 2020 Supplemental Plan
Event Name: 2020 Sundance Film Festival
Event Date(s): Thursday, January 23 through Sunday, February 2, 2020
Event Location: Various locations throughout Park City
Permittee: Sundance Institute
Contact Person: Tina Graham, Associate Director, Festival Operations
Approved By: Special Events Coordinator X City Council of Park City
Approval Date: December 19, 2020

The Park City Council has approved the annual Supplemental Plan and Level Five Special Event Permit for the 2020 Sundance Film Festival as part of the current City Services Agreement that was executed on October 30, 2013. The 2020 Sundance Film Festival is to be held at various locations throughout Park City and will be held January 23 to February 2, 2020, with set up and break down of the event will occur between January 7 and February 10, 2020. This annual Supplemental Plan and Level Five Special Event Permit has been issued under the authority described within the Park City Municipal Code Section 4A based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The 2020 Sundance Film Festival will be held Thursday, January 23 through Sunday, February 2, 2020. Set up and break down of the event will occur between January 7th and February 10th, 2020. Use Area, Operations Plan, Transportation and Parking Plans, Insurance and Hold Harmless Waiver as required of this permit shall be attached to this permit as an exhibit to this permit.
2. Sundance Film Festival provides positive economic, cultural and community value and aligns with the goals as outlined in the Park City General Plan. The cultural event creates a complete community through its core values and partnerships in Park City with both businesses and the community as a whole and provides diversity, uniqueness and is one of the defining events Park City Event Calendar. The event does not unreasonably restrict existing public access or adversely impact shared space or the public due to the number of events, the nature of the event, or locations. The event is not primarily retail in nature and provides economic benefit to the City through sales tax, overnight visitation, marketing and branding as compared to community impacts and costs of services.
3. The conduct of the Special Event will not substantially interrupt or prevent the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in the area of its venues as attached to this permit.
4. The conduct of the Special Event 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.
5. 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.
6. The Special Event will not substantially interfere with any other Special Event during the timeframe, or with the provision of City services in support of other events or governmental

functions. There are no other Special Events during the Sundance Film Festival timeframe.

7. The event provides sufficient traffic controllers, signs and other City required barriers and traffic devices, monitors for crowd and safety, safety, health, sanitation and facilities to reasonably ensure that the event will be conducted without creating unreasonable negative impacts to the area with due regard for safety and the environment. Additionally, the event provides adequate transportation, off-site parking, and traffic circulation. The event has provided required insurance and cash deposit to the City, as well as any other services or facilities necessary to ensure compliance with City ordinances.
8. The event does not create the imminent possibility of violent disorderly conduct likely to endanger public safety or cause significant property damage.
9. The event proposes to partner with a disruptive technology, Lyft, and has mitigated potential impacts, including completing outreach with various businesses and local transportation companies, as well as City Departments to ensure a proactive and coordinated operation. Lyft has worked to significantly mitigate impacts of its operations and technology and continues to maintain a positive relationship with the City's operations.
10. The permittee has obtained approval of other public agencies as required, within whose jurisdiction the event or a portion thereof will occur, and the applicant has obtained approval of private properties of which the event or a portion thereof will occur.
11. The Permittee has been working with City Staff and applicable departments to address operations of the event. The Permittee 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 the annual Supplemental Plan for the 2020 Sundance Film Festival is consistent with the measures as outlined in the City Services Agreement as entered into on October 30, 2013 and promotes the City Council's Goals of creating a sense of place. The international event furthers Park City's role as a world-class, multi-seasonal destination resort while maintaining a balance with our sense of community. Sundance helps to support the continued success of the multi-seasonal tourism economy while preserving the community character that adds to the visitor experience. Furthermore, Sundance allows Park City to grow as an arts and culture hub encouraging creative expression.

Conclusions of Law:

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

Conditions of Approval:

1. The permittee, unless otherwise affirmatively agreed in writing, 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 Permittee.
2. The permittee, is required to provide supplemental documents including a Transportation and traffic control plan, Contingency plans, Site Identification and Private Property Use Permission, detailed map showing specifics of event operations as described in section 4A-2-11. Such documents shall be reviewed and approved with conditions administratively by the Special Events Manager in coordination with from the Chief of Police, Transportation Manager, Chief Building Official and Economic Development Manager.
3. The permittee is required to provide a sufficient number of traffic controllers, signs and other equipment as required by City, not limited to barriers, fencing, traffic devices, monitors for crowd control and safety, and such measures as directed by City, County or State Staff in 658 order to ensure that any safety, health, or sanitation equipment, services or facilities

reasonably necessary to ensure that the event will be conducted with due regard for safety and the environment, adequate offsite parking and traffic circulation in the vicinity of the event and other services or facilities as necessary to ensure compliance with City ordinances in a plan approved by the Transportation Director, Chief of Police and Chief Building Official in accordance with the Transportation Demand Management Plan, Park City Risk Assessment and International Building and Fire Code.

4. The permittee is required to submit a waste and recycling plan which will be reviewed and approved in accordance with the PCMC Event Sustainability Standards. Sundance shall report sustainability statistics in the debrief of the event.
5. In accordance with the Transportation Demand Management Plan, the permittee is required to distinguish a transportation and parking plan, including obtaining private property permission or executing lease agreements for such public property use, that utilizes available public parking and can accommodate the anticipated attendance numbers. Parking for shall be identified, managed and secured for ADA, VIP, Staff and Volunteers, and Drop and Go/Taxi/For-Hire Lot, as well as Transit Services provided and managed by the permittee. Offsite parking areas for spectators and the general public are required with Transit Service secured by the permittee at the Park City School District and/or Resort properties and the permittee must provide such proof of permission to the City. Such plans shall be reviewed and approved by the Chief of Police and Transportation Planning Manager. Access to area businesses, public facilities residential homes must be maintained at all times.
6. The permittee has requested an exemption to the noise ordinance 6-3-11, As according to section 6-3-11 of the Municipal Code, relief from noise restrictions in chapter 6 of the municipal code on basis of section 6-3-11.B.3 in which the permittee is performing an activity that there is no reasonable alternative and a relief from restriction has been granted by the Chief of Police including that:
 - The noise from the stationary source of sound shall not exceed a ninetieth percentile sound pressure level (L90) of 90 dBA from 12:00 p.m. (noon) to 10:00 p.m. on the dates as indicated above in this permit.
 - On January 24, and 26, the noise from the stationary source of sound at Festival Village presented by Acura at the Bob Wells Parking Lot shall not exceed ninetieth percentile sound pressure level (L90) of 90 dBA from 12 p.m. (noon) to 11 p.m.
 - On January 25, the noise from the stationary source of sound at Festival Village presented by Acura at the Bob Wells Parking Lot shall not exceed ninetieth percentile sound pressure level (L90) of 90 dBA from 12 p.m. (noon) to 11 p.m. After 11 p.m., the noise shall not exceed ninetieth sound pressure level (L90) of XXdBA.

Any sound outside of these timeframes as listed above shall be kept to the noise levels as outlined in section 6-3-9 of the Municipal Code. The permittee shall work to orient noise activities to minimize sound impacts to the neighboring residents, businesses and public facilities. If a complaint is received by Park City Police Department, the police department will investigate the complaint. If asked by the Park City Special Event staff or Police Department, the permittee shall turn noise down to mitigate concerns of noise from surrounding residents, businesses or public facilities. The permittee shall provide on-site management for each aspect of the event and shall be responsible to ensure that the sound system maintains level adjustments not to exceed provisions of the Park City Noise exemption as outlined above.

7. The permittee is responsible for assisting the City in an outreach and communication plan, including event impact information in a form to be approved by the Special Events Manager to surrounding businesses and residents no later than January 10, 2019.
8. The permittee shall provide with a final plan for the 2020 Sundance Film Festival, which includes final site plans, transportation, security/public safety and parking management plans including details of the operations for venues as required by the Economic Development

- Manager, Chief of Police and Transportation Planning Manager no later than December 2019.
9. The permittee, is required to provide waiver and release of damages and indemnification insurance coverage in an amount as required by the Special Events Manager or the City Attorney's Office, including \$2,000,000 per occurrence/ \$4,000,000 aggregate general liability, \$2,000,000 Auto Liability each accident, combined single limit (hired/non owned/owned), and \$2,000,000 Liquor Liability and Proof of Workers Compensation in the amounts of \$500,000 per accident, \$500,000 disease each employee, \$500,000 disease policy limit. Such policies shall further name Park City Municipal Corporation as additional insured. The permittee shall further indemnify the City from liability occurring at the event except for any claim arising out of the sole negligence or intentional torts of the City or its employees as described in section 4A-2-10 and 4A-2-4.F. The insurance must name Park City Municipal Corporation shall be named as additionally insured and for any claims related to this permit, the Permittee's insurance coverage shall be primary insurance coverage as respects to PCMC, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by PCMC, its officers, officials employees, or volunteers shall be excess of the Permittee's insurance and shall not contribute with it. The Worker's Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Permittee, its employees, agenda and subcontractors.
 10. All plans for tents, stages and other temporary structures as well as flammable materials shall be submitted and approved by the Building Department no later than January 14, or no less than one week prior to the first day of set up for each Sundance Theatre, Official Sundance Venue or Official Sponsor Venue.
 11. The permittee is responsible for securing all City, County and State permit approvals required for this event shall be secured by no later than January 21, 2020.
 12. The permittee is responsible for maintaining a staff and volunteers plan. Such plan shall be provided to the Special Events Manager and Economic Development Manager.
 13. The permittee's use of barricade and signage will be in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) for the duration of the event.
 14. All third party approvals including the Park City School District, Summit County and State of Utah, permit approvals required for this event shall be secured by Thursday, January 16, 2020 and submitted to Park City Municipal Corporation.
 15. The Permittee will provide an official Sundance Venue and Sponsor list and sign plan for the event. If Sundance adds a Sponsor after approved by City Council in the Supplemental Plan the Economic Development Manager may approve additional Sponsors at venues with minimal impacts. Any sponsors that are added after Council approval that cause substantial impacts may shall be approved by City Council at a subsequent meeting. Sundance venues and Sponsors using City Property (Use Areas) are outlined in the City Property Use Matrix.
 16. All handouts, flyers, banners and other signage, shall comply with the Park City Municipal sign code and be approved by the Planning Department.
 17. The 2020 Sundance Film Festival will operate for eleven (11) days, Sundance Institute reserves the right to review and make recommendations regarding the approval of any other Special Event Permit during this time.
 18. Sundance estimates overall attendance of the Sundance Film Festival in 2020 in Park City will be 75,000 (state wide 125,000). Sundance shall modify operations as directed by Staff to address any substantive change in conditions created by the growth in attendance to the event with regards to maintaining public safety, traffic and transportation impacts to the City.
 19. Sundance will address any requirements from the Chief Building Official, and Public Safety Personnel regarding placement of emergency staff and equipment. Sundance will submit an Emergency Operations Plan to be coordinated with Park City Police, Emergency Management 660 and Park City Fire District.

20. The Park City Special Events, Police, Fire, Building Official/Fire Marshal and Emergency Management Departments have the right to cancel the event upon any condition, violation or weather that jeopardizes the life, safety or property of the residents or visitors of Park City.
21. The approval identification provided with the approval of this permit must be in possession of the permittee at all times and must be made available for inspection when requested by City authorities or the public. The permittee is responsible for providing a schedule of events, and access to any site for purposes of Code Enforcement or Public Safety as outlined by Park City Municipal Code 4A-2-4.

PASSED AND APPROVED this Thursday, the 19th Day of December, 2019.

PARK CITY MUNICIPAL CORPORATION

Interim City Manager, Matt Dias

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Attachments:

- A City Property Use Area Matrix
- B Sundance Official Venues, Sponsors and Events
- C Transportation and Parking Plans
- D Certificate of Insurance
- E Hold Harmless Agreement
- F MARC Lease
- G Lyft Lease
- H Sundance Storage at Old Switchback Lease

Each year, the supplemental plan for the annual Sundance Film Festival is amended to recognize changes from the previous year per the long term [City Services Agreement](#). Unless affirmatively modified by both parties, supplemental plans for future Festivals will follow the plan for the previous Festival. Due to the size and scope of the event, a large coordinated effort occurs between every City Department, Sundance Institute and many community stakeholders in order to both support opportunities and mitigate challenges during the event. Staff has been coordinating with Sundance to gain perspective from many stakeholders thought outreach efforts, as well as, create mitigation for the supplemental plans for the 2020 Festival. Sundance and staff have worked to reduce impacts and come up with a predictable, dynamic and consistent plan throughout the Festival.

Staff recommends the approval of the 2020 Sundance Film Festival Supplemental plan based on the following:

- Sundance Film Festival promotes Park City and the State of Utah's artistic, cultural and economic vibrancy, bringing in over \$190 million in economic impact to the state of Utah. The Festival also provides over \$93 million of international media exposure to Park City. The event will continue to provide valuable marketing/media, economic impact and community value to Park City;
- Sundance Institute and the City have worked to place focus on mitigating impacts and specifically have focused on reducing transportation and residential impacts, by creating a comprehensive, dynamic and predictable parking and transportation plan with diverse range of operations for the community, residents, merchants, employees and visitors;
- Sundance Institute and the City have worked to minimize setup/breakdown operations;
- The City work to conduct ample engagement and notification outreach for the proposed plans. Staff's recommendations are based on balancing community perspective, department analysis of impacts and the applicant's mitigation proposals. Staff has received helpful, constructive feedback through this process.

Sundance Film Festival 2020 changes are included below in the following areas:

- Event Timeline and Operations
- Festival and Official Sponsor Public and Private Property Use
- City Use Request of Public Property (for City Operations)

Event Timeline and Operations

The Sundance Film Festival will be held from January 23 through February 2, 2020. Set up and breakdown will occur between January 3 and February 10. Festival and Official Sponsor Activities will occur daily during the dates indicated above between 7:00 a.m. and 2:30 a.m. Set up and breakdown for the festival will occur as described specifically for each venue as described in the Property Use Matrix included Exhibit B.

- The 2020 FIS World Cup at Deer Valley will be held February 6 to 8, and will begin four days after the 2020 Sundance Film Festival.
- PCMARC – change in layout to the theatre will require Sundance to pay for re-installation of basketball stanchions by a vendor approved by the Park City Venue Manager of the MARC – Tate Shaw. The PCMARC lease will be amended to reflect such change.
- Arts and Culture District property – Addition of Food Truck daily from 10 a.m. to midnight, daily.
- Old Switchback Sports Building – Will be used for storage space for Sundance Film Festival. During this time PCMUSE will need to vacate the area. This use will require a new lease to use the space.

Exhibit B: Sundance Film Festival 2020 Operations & Costs

- Brew Pub Lot – Lyft requests adding a 3rd Pick Up Drop Off (PUDO) zone at Brew Pub lot the first 5 days of the Festival (Thursday to Monday). Lyft's lease and parameters for use will be updated to reflect such use, including Lyft's cooperation in further reducing residential impacts.
- Bob Wells Plaza – Acura Festival Village – set up will begin on day earlier, on Wednesday, January 16, 2020 due to weather planning/safety. Over the last 2 years, the load in has increased by 3 days to accommodate such needs. Additionally, Acura and Sundance have asked for an additional Noise exemption on Friday and Sunday until 11 p.m. at 90 decibels, and on Saturday, until 1 a.m. at 90 decibels. The Chief of Police has authority on the item, and recommends allowing 90 decibels until 11 a.m. on Friday, Saturday and Sunday. Council would need to discuss and give direction to approve any other noise exemption for Saturday past the 11 p.m. timeframe.
- Flagpole Lot – Sundance is proposing a new program Community Celebration and Bonfire is scheduled to be held the second Thursday of the Festival, January 30th. This program will celebrate storytelling and the community. The operations of this event require a full parking lot closure (parking removal) all day (2 a.m. to midnight), as well as additional services including standby Fire, additional building permits and police officers. Such costs for services are estimated at \$5,200.
- All Official Sundance Venues are listed in Exhibit B, and will be attached to the Special Event Permit.

Changes to City Operations – Recommended by Staff, not specifically requested, but supported by Sundance

City Parking Plans (including rates and locations) –

The Municipal code states the following in section [9-1-5 Regulation Not Exclusive](#)

The parking regulations established by this Title (Parking Code) are not all encompassing, and additional regulations may be established by posting permanent or seasonal signs stating the additional regulation imposed, or by police officers directing traffic during periods of heavy traffic volume or during periods of emergencies, or during special events as designated by the City Manager.

After the debrief of the 2019 Sundance Film Festival, with many transportation changes, it was clear that with specific input and feedback from the Historic Park City Alliance, we needed to focus on parking rates during the Festival. Staff has continued to work with HPCA and individual merchant outreach through summer events and leading to the Festival. In combination with that engagement, as well as with the data and analysis of last year's Festival and summer events, staff recommends the following parking rates during the Film Festival. We believe we will strike a better balance between bringing business back to merchants on Main Street the second half of the Festival, while maintaining transportation management. Image of such map can be found [here](#). [Fehr's & Peers have performed a peer review of this plan](#). The City has been discussing these changes since the debrief of 2019, but in more recent months through September until now.

Parking Items:

China Bridge Parking Rates:

Thursday: \$40

Friday & Saturday: \$60

Sunday & Monday: \$40

Tuesday to Thursday – Normal Peak Rates: \$3 after 5 p.m., first hour free, max \$18

Exhibit B: Sundance Film Festival 2020 Operations & Costs

Friday & Saturday: \$30

*Entrance to China Bridge will only be permitted from Marsac, with exit (egress) onto Swede Alley.

**Only Black Permit holders will be able to enter the garage on Swede Alley.

Flow of China Bridge – Allow entry only from Marsac with Exit on Swede Alley. This will lessen left hand turning movements that cause back up into the parking garage on City Streets on Marsac Avenue and Swede Alley.

Flagpole Use – Flagpole will be used for Blue Permit and Carpool Permit parking. 10 spaces in the parking lot will remain available for Sundance ticket pick up. During the Bonfire in Flagpole parking lot, Blue Permit and Carpool parking can use alternative areas including Gateway or China Bridge. Parking is not guaranteed.

North Marsac will be dedicated to City Operations during the Festival.

South Marsac will be a pick up/drop off for anyone from Thursday, January 23 to Sunday, January 26, and on Saturday, January 30 and Sunday February 1. At other times during the Festival, the South Marsac Lot shall be used for City Business.

Brew Pub Lot North will be a pick up drop off or Lyft during the first 5 days of the Festival (Thursday to Monday). During this time Lyft will maintain the space. Outside of this timeframe, this area will be used for Pick up and Drop off for anyone (no permit required).

Brew Pub Lot South will include snow storage, pick up drop off for any one (no permit required), and ADA and UHP parking spaces. This is a slight change from last year when this space included Licensed For Hire Staging.

Removal of Licensed For Hire Staging and Drop and Load Areas at Brew Pub Lot, Lower Main Street on East Side and in front of Post Office. Staging areas mentioned above in Brew Pub Lot and South Marsac will be permitted for anyone – no permit required. DLS Permitted areas will not be in effect during the Sundance Film Festival.

Traffic Circulation Changes:

These changes are recommended by City Staff (Transportation Planning, Parking, Transit, Police, Engineer, Building, Special Events & Economic Development) whose goals have focused specifically on changes to reduce residential impacts, and increase transit priority, and ensure emergency access

Based on direction from Council, Staff has evaluated numerous changes to the Festival transportation plan aimed at increasing public safety, reducing impacts on residential neighborhoods and increasing capacity through a transit first priority. While staff has looked at the “Olympic model”, without the major budgets adjustments and satellite parking lots, significant increase in transit fleet and commensurate levels of programming on Main Street, this plan can’t be replicated at the current scale of the Festival. Staff instead, focused on operational changes within the existing system that create one ways traffic flows, and reduce access to residential oriented streets and enhance transit access and throughput.

One way street directionality

- 4th and 5th Streets - east only further deter traffic from Main Street turning into the residential district.

Exhibit B:Sundance Film Festival 2020 Operations & Costs

- Hillside Ave. - One Way West (towards Main Street) to further deter traffic from Main Street entering the residential district and should reduce a large portion of trips on Hillside and reduce the aggravated 2 way traffic on this street. This includes adding possible security at Swede and Main with signage to deter south bound traffic from entering the residential district. Emergency vehicles, City Fleet and Old Town residents would be able to maintain 2 way access.
- Park Avenue (King Road to DV Drive) - One way north to create a flow out of town . Doing so will fundamentally reduce nonresidents from trying to use northern old town to circumvent the system (ie backdoor to Main Street). Exempt (still allowed to travel south bound): Emergency vehicles, PCMC Transit; Residential and Business owners w/access passes; Sundance Festival Venues w/access passes. At the time this report was published Lyft has not requested southbound access to Park Avenue. Staff will work closely with Sundance Institute to ensure Sundance has access to the 4 venues on Park Ave. Additionally staff recommends traffic mitigation at Park Ave and Deer Valley Drive/Empire to further reduce traffic on Park, while adding additional Kane security locations to ensure cut through traffic is mitigated. Removal of parking from one side of Park Avenue will help with snow removal and allow transit better access on narrow roadways. We will complete outreach with residents to ensure residents that depend on Street parking (don't have private driveway parking), have adequate access to parking in City Park or on the west side of Park Avenue.

Increased Police presence at key intersections

- Increased police at key intersections around the resort base, at 9th and Park Avenue and at the Park Ave/Empire/Deer Valley Drive and Main and Swede to further deter traffic and in some cases direct traffic.

Additional signage at key intersections

- This includes implementing additional no left or no right turns, and having more clearly marked signs regarding where parking is available.

Continued Outreach with Access Passes to Old Town Residents

- While staff has done extensive outreach distributing access passes, the changes added would require additional outreach and boots on the ground. This has been a 'team work makes the dreamwork" effort, and additional all hands in approach is needed to pull this additional outreach off. Remove parking from one East side of Park Avenue

Flow of Swede Alley

- Staff has made several changes to operations on Swede Alley as a transportation core for those taking transit, rideshares and taxis, not as a parking area. This may also help increase flow on Swede Alley. Those looking to access parking need to access from Marsac only, not Swede.

Bus Lane

- While staff looked into the possibility of a Bus Lane on Deer Valley Drive, with the Park Avenue changes, a bus lane is not recommended by staff at this time. We may further evaluate this possibility in future years.

City Operations Same as Years Past

Supplemental Parking & Transportation Areas (Year Round Service).

- Ecker Hill Park & Ride

Exhibit B: Sundance Film Festival 2020 Operations & Costs

- Homestake Employee Parking Lot
 - Morning Service extension at Homestake Lot, which is designated for Main Street Employees, will begin operations earlier in the morning. This is due to feedback gathered by merchants. At the time this report was due, we believe this time will be from 8 a.m. to 3 a.m. with guaranteed ride home service after 3 a.m. Staff will work to confirm times during final outreach to ensure that late night employees can make it home when taking alternative modes of transportation.
- Kamas Commuter
 - Kamas commuter has been extended to 7 days a week service year round. Service runs from 6:15 a.m. to 6:45 p.m.

Increased Transportation Planning

The TCC construction will focus on establishing the proper network and communications systems to integrate with UDOT, Park City Transit, Police and the EOC.

The TCC will oversee and monitor critical ITS and transportation network solutions that will include:

- UDOT Closed Circuit Television Camera Surveillance: provides real-time picture of highway conditions and incidents on routes throughout the highway system and available on the UDOT traffic mobile application and website.
- Road Weather Information System: provides forecasting, real-time information on weather and pavement conditions that can then be relayed to the traveling public, incident management personnel, and UDOT to best prepare for traffic conditions. It should be noted that UDOT recently installed a new station at the intersection of SR 224 and Meadows Drive.
- Variable Message Signs: Update and provide the traveling public with advanced warning and real-time information about road conditions, special event impacts and travel time so the driver can take appropriate action and adjust travel routes and times. Information collected through existing Bluetooth readers will be used to calculate travel times
- Transportation Information Website and Apps: provide real-time information on construction and maintenance projects, road closures, major delays, special events, weather and road conditions, and transit operations.
- Traffic, Transit and Emergency Vehicle Signal Interconnect Coordination: With the recent implementation of Transit and Emergency Signal Priority, the TCC will monitor the traffic signals to allow better access and throughput for traffic, transit and emergency vehicles.

Vacant Storefront & Exemptions:

The following properties have qualified as vacant storefronts.

The following properties met a one year exemption in 2019 to become eligible for single event temporary liquor licensing. They will not be eligible to meet the exemption next year (including if they are a Sundance venue).

- 427 Main Street (Chef Dance) – This space has not met the requirements to be eligible for liquor licensing and already used their exemption in 2019. They have submitted a temporary liquor permit which will likely be denied and may be appealed to Council.

The following properties have not used a one year exemption and at the time this report was published, staff was not aware of the property being used during the Festival this year.

- 628 Park Avenue (Old Church Public House across from Kimball on Main).

Exhibit B:Sundance Film Festival 2020 Operations & Costs

The following properties used a one year exemption during the 2019 Festival, but worked to become vibrant storefronts over the last year and are eligible for temporary liquor licensing during the 2020 Sundance Film Festival.

- 660 Main (Old Zoom)– Arts Council is now leasing the space for Create PC (Sundance Sponsor AT&T will use the space during the Festival)
- 692 Main (Old Timeshare Building) – Arts Council is now leasing the space for Brand PC (Sundance Sponsor Audible will use the space during the Festival)

Chain Businesses

Park City has reached a cap of Chain Businesses South of Heber (17). Staff did have to deny an unaffiliated sponsor from a storefront at 332 Main. The unaffiliated sponsors is looking for a space North of Heber, where there is still room for Chain Businesses.

Environmental Sustainability Plan

Sundance has provided a detailed statement and list of their sustainable commitment which can be found as an attachment in their Event Application.

Community Engagement

Staff has been working on community engagement for the 2020 Festival and supplemental plan. While efforts have been scaled back as compared to last year, staff believes such changes will be positively received by residents and the business community. Staff intends to continue outreach leading up to the Festival as we have done in years past.

Staff's outreach efforts are outlined in the Staff report under community engagement. The focus of outreach up to this point has been regarding property use and heavily focused on transportation and parking plans.

HPCA Engagement

Staff presented a preview of this event at the October HPCA event subcommittee meeting, as well as at the December Parking Committee HPCA Meeting. In these meetings staff discussed proposed programming changes as well as transportation related changes.

Information & Outreach

After the Supplemental Plan is approved, staff's focus will shift to Festival operations/implementation and will include the following:

- Continued use of the PCEVENTS text alert system leading up to and during the Festival. During this year's festival we will continue specific Festival Specific Text alert system (FILMFEST), in which Sundance will also help to promote. This text alert system will continue to be used only for emergency and transportation information.
- Local Community Guide posted on website after the Holiday Break (English and Spanish)
- Transportation Impact Map on the City's website by the second week of January (having this up too soon creates confusion).
- Coordination with the Community Engagement Team for Merchant-to-Merchant and Old Town Door to Door residential outreach reminders, HPCA and Chamber Newsletter Reminder, social media outreach and local media interviews. We will continue to push information out to all stakeholders and community partners.

Costs for City Operations

Exhibit B:Sundance Film Festival 2020 Operations & Costs

Direct contributions and City service funding necessary to support the SFF comes from the City's General and Transit Funds, both of which are funded through sales tax. Historically, operational cost continue to rise with programming expansion, and so too does sales tax growth.

Increased hours and costs for Specific Festival Enforcement, Traffic Mitigation and Community Bonfire as well as City Operation changes for 2020 are covered within existing budgets (\$145,200). Because of the extraordinary economic and cultural benefit to the community, staff recommends the City cover such costs:

Item	2020 Increased Cost
Kane Security	\$21,000
Transit Leases	\$30,000
Police Traffic Mitigation	\$68,000
Homestake Lot	\$21,000
Bonfire Program	\$5,200
Total Costs	\$145,200



Print

Save As

Submit

Park City Municipal

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
specialevents@parkcity.org

APPLICATIONS DO NOT CONSTITUTE A PERMIT.
PERMITS ARE APPROVED BY THE SPECIAL EVENTS DEPARTMENT OR CITY COUNCIL AFTER COMPLETE APPLICATIONS ARE REVIEWED UNDER PARK CITY MUNICIPAL CODE 4A.

Applications for Level 3, 4, or 5 Special Event Permits are due:
First Friday in December for events occurring between March-June,
First Friday in April for events occurring between July-October, and
First Friday in August for events occurring between November-February.

Events that are determined a 1 or 2 are exempt from these deadlines, but must submit a complete application no later than 30 days prior to an event. **Please Note:** The City reserves the right to restrict the number of event permits annually. Applications for new level 3, 4, or 5 event will not be considered during Peak Time Periods as mentioned in Section 4A-2-3(D). Incomplete applications cannot be reviewed. Applications submitted after the deadlines as described above may be denied. Business/Organization listed as applicant must match the Hold Harmless and Proof of Insurance to be considered for approval. For more information, please visit www.parkcity.org or contact us at specialevents@parkcity.org.

IF YOU HAVE QUESTIONS OR WOULD LIKE TO SCHEDULE A MEETING BEFORE SUBMITTING YOUR APPLICATION, PLEASE CONTACT:

Colleen McGinn	colleen.mcgin@parkcity.org	435-615-5187	Chris Phinney	chris.phinney@parkcity.org	435-615-5194
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APPLICATION FEES & EXPENSES

First Amendment Event Permit	\$40.00	• Application levels are determined by the Special Events Department after reviewing complete applications.
Level 1 Special Event Permit	\$40.00	• Additional fees for other city services will be estimated and provided to the applicant upon request and receipt of a complete application.
Level 2 Special Event Permit	\$80.00	
Level 3 Special Event Permit	\$160.00	• Applicants may incur additional expenses from other city, county, or state jurisdictions.
Level 4 Special Event Permit	\$320.00	• Fee reductions for city services are considered bi-annually. Fee reduction applications are due on:
Level 5 Special Event Permit	\$640.00	

April 1st for events July 1 – December 31 and October 1st for events January 1 – June 30.

AS THE APPLICANT YOU UNDERSTAND & AGREE TO THE FOLLOWING:

☒ To insure prompt and accurate processing of your application, ensure that all supplemental materials and documentation accompany your application. Failure to do so will constitute an incomplete application and may delay review and approval processes. I understand a complete application shall include this application plus transportation, parking, and traffic control plan, weather/emergency plan, waste and recycling plan, staff and volunteer plan, community impact outreach and notification plan, vendor or concession plan, sponsor and marketing plan, noise exemption request, site map, and permission for use of properties, as mentioned in Park City Municipal Code 4A-2-3(G), in addition to contingency plan, operations plan, planned rest areas, water, and toilet facilities, and will ensure that participants obey the conditions of the Special Event Permit and all other generally applicable traffic laws, lights, and signs as stated in Section 4A-2-11(B).

☒ Park City Municipal Corporation requires a certificate of insurance in an amount to be determined by the City Attorney's Office according to Section 4A-2-10 of the Park City Municipal Code. Submitting incomplete application information may delay the ability to determine the amount required. The amount of insurance required by the City Attorney's office is final and the applicant shall be required to submit proof of coverage including naming Park City Municipal Corporation, 445 Marsac, P.O. Box 1480, Park City, Utah 84060 as additionally insured prior to the start of any event activity.

☒ After the application is evaluated, the applicant will be responsible for providing proof that he or she has obtained other permits as necessary from city, county, or state agencies.

☐ I understand that as the applicant, I will assume and reimburse the City for any and all costs and expenses determined by Park City Municipal Corporation. Park City Municipal Corporation may require a deposit to cover such expenses. I may incur costs from other departments or other jurisdictional agencies. I understand I can request an estimate of City Services for the event upon submitting a complete application and that should I choose to, I can request a reduction of fees for some services as pertains to Park City Municipal Code 4A-2-9 through the bi-annual fee reduction application and process.

☐ I understand I am able to request a meeting with the Special Events Department prior to submitting an application and that this application does not constitute as a valid permit. I understand that permits are approved by the Special Events Department or City Council in writing after complete applications are reviewed under the Standards for Permit Approval in Park City Municipal Code 4A-2-4.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

NAME OF EVENT: **Sundance Film Festival** DATE(S) OF EVENT: **Jan 23, 20 - Feb 2, 20**

FIRST TIME EVENT: Yes ☐ No ☒ ANNUAL EVENT: ☒ Yes ☐ No IF ANNUAL, HOW MANY YEARS: **42 yrs**

ANNUAL EVENT THAT WILL BE THE SAME AS LAST YEAR: Yes ☐ No ☒

ANNUAL EVENT THAT WILL HAVE CHANGES FROM LAST YEAR: ☒ Yes ☐ No

NAME OF APPLICANT (FIRST & LAST): **Tina Graham**

TITLE / POSITION: **Director, Real Estate & Venues; Strategy & Operations**

BUSINESS / ORGANIZATION NAME: **Sundance Institute**

IS BUSINESS / ORGANIZATION A REGISTERED NON-PROFIT?: ☒ Yes, a copy of IRS paperwork is attached ☐ No

MAILING ADDRESS FOR BUSINESS / ORGANIZATION: **P.O. Box 684429**

CITY, STATE, ZIP: **Park City, Utah 84060**



Park City Municipal Corporation

Special Event Permit Application

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
specialevents@parkcity.org

PHYSICAL ADDRESS OF BUSINESS / ORGANIZATION: 1500 Kearns Blvd Bldg B110	
CITY, STATE, ZIP: Park City, Utah 84060	
PHONE (PRIMARY): 435.658.3456	PHONE (SECONDARY):
EMAIL: Institute@sundance.org	
BUSINESS / ORGANIZATION WEBSITE: www.sundance	
SOCIAL MEDIA LINKS:	
DAY OF EVENT PRIMARY CONTACT	
ON-SITE DAY OF PRIMARY CONTACT NAME (FIRST & LAST): Tina Graham	
ON-SITE DAY OF PRIMARY CONTACT CELL PHONE: 801.201.9013	
ON-SITE DAY OF PRIMARY CONTACT EMAIL: tina-grahame@sundance.org	
PUBLIC EVENT INFORMATION	
WEB SITE FOR PUBLIC EVENT INFORMATION: www.sundance.org/festivals	
PHONE NUMBER FOR PUBLIC EVENT INFORMATION: 435.658.3456	
EMAIL ADDRESS FOR PUBLIC EVENT INFORMATION: Institute@sundance.org	
Event description is attached as a separate document with supplemental materials and contingency plan.	
EVENT LEVEL DETERMINATION	
THE EVENT WILL INCLUDE THE FOLLOWING ACTIVITIES: (Check all that apply)	
☒ FESTIVAL / FAIR	☐ PARADE
☐ SKI / SNOW BOARD	☐ RUN
☐ BIKE	☐ WALK
☐ TRAIL USE	☐ CONCERT
☐ CULINARY	☐ FILMING
☒ ARTS & CULTURE EVENT	☐ HOLIDAY CELEBRATION
☐ RECREATION / SPORTING EVENT	OTHER:
THE EVENT WILL INVOLVE THE USE OF: (Check all that apply)	
☒ MAIN STREET	☒ RESORT PROPERTY
☒ SCHOOL/DISTRICT PROPERTY	☒ PRIVATE PROPERTY
☒ CITY PARKS	☒ CITY FIELDS
☒ CITY FACILITY RENTAL	☒ RESIDENTIAL AREAS
☒ PARK CITY LIMITS	☒ MULTI-JURISDICTION
☒ AMPLIFIED SOUND	
THE TARGET MARKET FOR THIS EVENT IS: (Check all that apply)	
☒ YOUTH / FAMILIES	☒ ADULTS
☒ LOCAL	☒ STATE - WIDE
☒ REGIONAL	☒ NATIONAL
☒ INTER NATIONAL	☒ SPECTATORS
☒ PARTICIPANTS	OTHER:
THIS EVENT WILL: (Check all that apply)	
☒ LIMIT # OF PARTICIPANTS	☒ BE FREE FOR SPECTATORS
☒ BE FREE FOR PARTICIPANTS	☒ INCLUDE VENDORS OR SPONSOR
☒ OPEN TO THE PUBLIC	
☒ LIMIT # OF SPECTATORS	☒ CHARGE ADMISSION FOR SPECTATORS
☒ CHARGE PARTICIPANTS	☐ NOT INCLUDE VENDORS OR SPONSOR
☒ PRIVATE EVENT	
THIS EVENT WILL BE HELD: (Check all that apply)	
EVENT DATE(S): January 23, 20 - Feb 2, 20	
☒ MONDAY	☒ TUESDAY
☒ WEDNESDAY	☒ THURSDAY
☒ FRIDAY	☒ SATURDAY
☒ SUNDAY	
☐ WEEKLY	☐ MONTHLY
☐ SERIES	☐ ONE DAY
NUMBER OF EVENT(S): Multiple	NUMBER OF CONSECUTIVE DAYS: 11 + load in/out



Park City Municipal Corporation

Special Event Permit Application

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
specialevents@parkcity.org

ONE DAY EVENT HOUR(S)			
EVENT START TIME:		EVENT END TIME:	
EVENT SET-UP DATE:		EVENT BREAK-DOWN DATE:	
EVENT SET-UP TIME(S):		EVENT BREAK-DOWN TIME(S):	
MULTIPLE DAY EVENT HOUR(S)			
DAY: 11 days	DATE: Jan 23 - Feb 2	START TIME: 8:00 am	END TIME: 2:00 am
EVENT SET-UP DATE: 2 week prior		BREAK-DOWN DATE: 1 week after	
SET-UP TIME(S): Different for each venue		BREAK-DOWN TIME(S): Different for each venue	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		BREAK-DOWN DATE:	
SET-UP TIME(S):		BREAK-DOWN TIME(S):	
INCLEMENT WEATHER INFORMATION			
DAY:	DATE:	START TIME:	END TIME:
EVENT SET-UP DATE:		EVENT BREAK-DOWN DATE:	
EVENT SET-UP TIME(S):		EVENT BREAK-DOWN TIME(S):	
☒	No inclement weather date is required and the event will be held rain or shine. I understand the event may be cancelled or postponed by the city due to hazardous or damaging conditions.		
EVENT ATTENDANCE			
IF ANNUAL EVENT:			
TOTAL EVENT ATTENDANCE OF PREVIOUS YEAR: 75,000		TOTAL DAILY EVENT ATTENDANCE OF PREVIOUS YEAR: 7500	
ESTIMATED # OF PARTICIPANTS: > 75,000		ESTIMATED # OF VENDORS: 100	
ESTIMATED # OF SPECTATORS: /		ESTIMATED # OF VOLUNTEERS: 2100	
ESTIMATED # OF STAFF: #200		ESTIMATED DAILY ATTENDANCE: 7500	
ESTIMATED HIGHEST TOTAL ATTENDANCE AT ONE TIME: 12,000		ESTIMATED HIGHEST TOTAL ATTENDANCE OF ENTIRE EVENT: 75,000	
I anticipate the event to have an attendance of 500 or more people and understand, as the applicant, I may be required to obtain a mass gathering permit from summit county: http://www.summitcountyhealth.org/			



Park City Municipal Corporation

Special Event Permit Application

Special Events Department
City Hall, Third Floor
445 Marsac Avenue
P.O. Box 1480
Park City, Utah 84060
speialevents@parkcity.org

CITY PARKING FACILITIES REQUEST

GENERAL PARKING

HOW MANY PARKING SPACES DOES THE EVENT NEED? *See Parking needs provided by Chad.*

☒ MAIN STREET	☒ CHINA BRIDGE	☒ FLAGPOLE LOT	☐ BREW PUB LOT
☐ SANDRIDGE PARKING LOTS	☐ PARK AVENUE	☒ CITY PARK	☒ MAWHINNEY LOT
☐ QUINNS LOT	☒ RICHARDSON FLATS	OTHER: <i>Ecker Park & Ride Library</i>	

WILL THE EVENT PROVIDE TRANSPORTATION SERVICES TO THE EVENT FROM PARKING AREAS?:	☒ YES	☐ NO
WILL THE EVENT HAVE ADA PARKING AVAILABLE?:	☒ YES	☐ NO
WILL THE EVENT WILL REQUIRE PARKING REMOVAL?:	☒ YES	☐ NO

The event will require parking removal as indicated below, and I will complete a special use of public parking application as required with the Park City Parking Services Department

NAME OF AREA OR STREETS:	BETWEEN:
START / END TIME:	REASON:
NAME OF AREA OR STREETS:	BETWEEN:
START / END TIME:	REASON:
NAME OF AREA OR STREETS:	BETWEEN:
START / END TIME:	REASON:
NAME OF AREA OR STREETS:	BETWEEN:
START / END TIME:	REASON:

TRANSPORTATION

WILL THE EVENT PROVIDE ALTERNATIVE TRANSPORTATION OPTIONS?

☒ BUS	☐ BIKE	☒ WALK
---	-------------------------------	--

NAME OF TRANSPORTATION PROVIDER / COMPANY: *Le BUS / Bryan Copyak*

PHONE: *801-975-0202 Ext 301* EMAIL: *Bryan@lebus.com*

☐ THE APPLICANT IS PROVIDING SHUTTLE OR BUS TRANSPORTATION OUTSIDE OF THE CITY'S SCHEDULE AND HAS INCLUDED BUS DROP OFF AREA ON THE SITE MAP ATTACHED WITH THIS APPLICATION.

☒ THE APPLICANT IS PROVIDING BIKE TRANSPORTATION AT THE EVENT AND HAS INCLUDED BIKE PARKING AREAS ON THE SITE MAP WITH THIS APPLICATION.

ADDITIONAL TRANSPORTATION INFORMATION:

PUBLIC FACILITY USE

CHECK ALL THAT APPLY:	☒ MINERS HOSPITAL AT CITY PARK	☒ PARK CITY LIBRARY MEETING ROOMS	☒ JIM SANTY AUDITORIUM
	☐ SOUTH CITY PARK	☐ CITY PARK COVERED BBQ AREA	☒ CITY PARK GAZEBO / STAND
	☐ CITY PARK SOFTBALLFIELD	☐ CITY PARK RUGBY FIELD	☐ SKATE PARK AT CITY PARK
	☐ QUINN'S SPORTS COMPL FIELDS	☐ ROTARY PARK	☐ SCHOOL DISTRICT FIELDS
	☐ DIRT JUMP PARK	☐ PARK CITY ICE ARENA	OTHER: <i>MARC</i>



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TEMPORARY STRUCTURES & FLAMMABLE MATERIALS									
☒ I understand all temporary structures and flammable materials must be approved by the Park City Building Department. Such inspections will require a fire/building permit to be submitted 10 days prior to the event, as well as an on-site inspection the day of the event.									
☒ TEMPORARY BLEACHERS		☐ INFLATABLES		☒ CANOPIES		☒ TEMPORARY BADGES		☒ TEMPORARY LIGHTING	
TENTS 10X10 OR UNDER			HOW MANY?:						
☒ TRAILER			HOW MANY?: <i>Off site during festival</i>						
☒ STRUCTURES OVER 6 FEET TALL			PURPOSE: <i>tents for waitlist</i>				HOW MANY: <i>5</i>		
DOES EVENT HAVE ELECTRICAL NEEDS?:			☒ YES ☐ NO		DOES EVENT REQUIRE USE OF GENERATORS?:			☒ YES ☐ NO	
WILL YOU BE REQUESTING PERMITS FOR FIREWORKS?:								☐ YES ☐ NO	
WILL THE EVENT REQUIRE THE USE OF FLAMMABLE MATERIALS, FUELS, OR GASSES?:								☒ YES ☐ NO	
NAME SUCH MATERIALS:									
WASTE MANAGEMENT AND RECYCLING									
☒ THE EVENT WILL PROVIDE ITS OWN GARBAGE CANS AND WASTE MANAGEMENT.									
☒ THE EVENT WILL PROVIDE ITS OWN DUMPSTERS, WHICH IS INDICATED ON THE SITE MAP.									
☒ THE EVENT WILL USE THE CITY'S GARBAGE CANS AND WASTE MANAGEMENT, REQUIRING ADDITIONAL FEES.									
☒ THE EVENT WILL USE THE CITY'S DUMPSTERS, REQUIRING ADDITIONAL FEES.									
☒ THE EVENT WILL HIRE A COMPANY AND PROVIDE RECYCLING SERVICES FOR THE FOLLOWING MATERIALS:									
☒ PLASTIC		☒ PAPER		☒ ALUMINUM		☒ GLASS		☒ CARDBOARD	
☐ COMPOST		☐ OTHER							
☒ THE EVENT WILL UTILIZE CITY RESTROOM FACILITIES.									
☐ THE EVENT WILL BRING ITS OWN RESTROOMS AND SANITARY STATIONS. (May be required by Summit County Health Department or Park City Building Department)									
WILL ANIMALS BE AT THE EVENT?:		☒ YES ☐ NO		IF YES, PLEASE DESCRIBE TYPE OF ANIMALS AND WASTE PLANS.					
TYPES OF ANIMALS: <i>Service Animals/Bomb dogs/Puppy day for staff</i>									
☐ I HAVE INCLUDED THE PLACEMENT OF THE ANIMALS IN THE SITE MAP OR LINE UP IN THE CONTINGENCY PLAN									
WILL DOGS BE ALLOWED AT THE EVENT?:		☐ YES ☐ NO		☐ LEASHED		☐ UNLEASHED			
☐ The Waste Management Plan and Environmental Management Plan have been attached to this application as described above.									
FOOD & MERCHANDISE SALES									
☒ I understand that all vendors must obtain a Park City Business license. All vendors serving food and drink may also be required to obtain a food service or food handler permit from Summit County.									
WILL THERE BE SALE OF MERCHANDISE?:								☒ YES ☐ NO	
WILL THERE BE COMPLIMENTARY FOOD?:								☒ YES ☐ NO	
WILL THERE BE SALE OF FOOD?:								☒ YES ☐ NO	
WILL THERE BE ALCOHOL FOR SALE?:								☒ YES ☐ NO	
☒ BEER			☒ WINE			☒ LIQUOR			



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☒	I HAVE CONTACTED THE PARK CITY FINANCE DEPARTMENT REGARDING REQUIREMENTS FOR BEER & LIQUOR LICENSES.
☒	I UNDERSTAND THAT THE UTAH DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL MAY REQUIRE OTHER PERMITS.
WILL FOOD ITEMS BE PRE-PACKAGED?: ☒ YES ☐ NO	
WILL FOOD ITEMS BE COOKED ON SITE?: ☒ YES ☐ NO	
☒	I UNDERSTAND THAT IF COOKING IS ONSITE, A PARK CITY BUILDING/FIRE PERMIT MAY BE REQUIRED.
WILL FOOD ITEMS BE PREPARED OFFSITE?: ☒ YES ☐ NO	
DESCRIBE ITEMS:	
TEMPORARY SIGNS	
WILL THERE BE TEMPORARY SIGNS AT THE EVENT?: ☒ YES ☐ NO	
☐	I HAVE ATTACHED A SIGN PLAN DESCRIBING THE CONTENT, SIZES AND LOCATIONS IN THE CONTINGENCY PLAN.
SAFETY - SECURITY	
☐	THE EMERGENCY AND SECURITY PLAN HAS BEEN INCLUDED IN THE OPERATIONS PLAN, AS WELL AS CROWD CONTROL, ACCESS, AND FIRST AID. AFTER REVIEW OF THIS APPLICATION, REQUIREMENTS FOR EMTS, FIRE, AND POLICE SERVICES WILL BE DETERMINED AS PART OF THE CONDITIONS OF APPROVAL OF THIS EVENT. THE SPECIAL EVENTS DEPARTMENT WILL BE ABLE TO GIVE THE APPLICANT AN ESTIMATE OF SUCH CITY SERVICE REQUIREMENTS UPON REQUEST.
THE EVENT WILL HAVE AMPLIFIED SOUND: ☒ YES ☐ NO	
THE EVENT WILL REQUIRE LAW ENFORCEMENT SERVICES BEYOND ROUTINE PERIODIC PATROL: ☒ YES ☐ NO	
COMMUNICATION NEEDS	
WILL THERE BE INSTALLATION OF AN ANTENNA FOR COMMUNICATION NEEDS?: ☒ YES ☐ NO	
☐	INSTALLATION OF AN ANTENNA FOR COMMUNICATION IS INDICATED IN THE SITE PLAN WITH SPECIFICATIONS.
MARKETING OF EVENT	
PROPER MARKETING OF YOUR EVENT IS VITAL TO ITS SUCCESS. PLEASE CONTACT THE PARK CITY CHAMBER FOR ADDITIONAL INFORMATION AND ASSISTANCE: www.visitparkcity.com	
☒	I HAVE CHOSEN TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.
☐	I HAVE CHOSEN NOT TO LIST INFORMATION REGARDING MY EVENT ON THE PARK CITY CHAMBER'S WEBSITE.
WHO IS THE TARGET MARKET FOR THIS EVENT?: <i>Film Goers - All are invited to take part in event.</i>	
WHERE IS THE TARGET MARKET FOR THIS EVENT?: (choose all that apply)	
☒ LOCAL	☒ REGIONAL
☒ NATIONAL	☒ INTERNATIONAL
WILL THIS EVENT BE FILMED AND TELEVISED?: (choose all that apply) ☐ YES ☐ NO	
☐ LOCAL	☐ REGIONAL
☐ NATIONAL	☐ INTERNATIONAL
PLEASE LIST ALL ADVERTISEMENT INCLUDING MEDIA COVERAGE, NEWSPAPER, AND MAGAZINES:	
MEDIA (RADIO/TV):	
NEWSPAPER:	
MAGAZINES:	
OTHER: <i>All above</i>	
PLEASE SELECT RANGE OF MARKETING BUDGET:	
☐ \$100 OR UNDER	☐ \$100 - \$500
☐ \$500 - \$1,000	☐ \$1,000 - \$2,500
☒ ABOVE \$2,500	



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APPLICANT AGREEMENT & SIGNATURE

I, the undersigned representative, have read the rules and regulations with reference to this application and am duly authorized by the organization to submit this application on its behalf. The information contained herein, including supporting documentation is complete and accurate.

Name (Printed):

Betsy Wallace

Signature:

A handwritten signature in blue ink, appearing to read "Betsy Wallace", written over a horizontal line.

Date:

12-3-19



PARK CITY MUNICIPAL CORPORATION
Special Event Hold Harmless and Indemnification Agreement

This Hold Harmless and Indemnification Agreement must be completed and returned to the Special Event Manager ten (10) working days prior to the event or the event will be cancelled.

PLEASE PRINT:

Sundance Institute
 Name of Business/Organization

Sundance Film Festival
 Name of Special Event

January 23, 20 - February 2, 20
 Date(s) of Event

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to Park City Municipal Corporation that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid legal agreement and binding on such party and enforceable in accordance with its terms.

The person signing this Agreement represents and warrants to Park City Municipal Corporation that it has insurance coverage in place that covers the scope of activities associated with this event. This person further represents and warrants that the insurance coverage limits meet or exceed the coverage required to obtain this permit.

For and in consideration of Park City Municipal Corporation (PCMC) issuing a permit permitting the use of City streets and/or City owned/public property for the conducting of an event to be held as reported above, hereby agrees to defend, hold harmless, and indemnify PCMC, its officers, agents, servants, employees, and their successors, from and against all claims, loss, or demands for damages, including claims for loss of life, personal injury or wrongful death and/or damage to property arising out of the conduct of said Special Event as defined by Title 4 of the Park City Municipal Code, and further agrees that Applicant is indemnifying and holding harmless PCMC irrespective of whether the scope or limits of Applicant's insurance policies adequately cover any of the aforementioned claims or demands.

Sundance Institute
 Name of Business/Organization

[Signature]
 Signature

BETSY WALLACE
 Name Printed

MANAGING DIRECTOR
 Title

1500 Kearns Blvd Suite B110
Park City UT 84060
 Address and Phone Number

STATE OF UTAH)
)ss.
COUNTY OF SUMMIT)

On this 3rd day of December, 20 19, before me, the undersigned notary, personally appeared Betsy Wallace, personally known to me/proved to me through identification documents allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as Managing Director for Sundance Institute.

Michelle Anderson
Notary Public





Park City Permit for Relief of Noise Restrictions 2019

A Permit for Relief of Noise Restrictions is required of any person or company that engages in an activity in violation of Park City Code 6-3. Per the Park City Code Section 6-3-11, applications for a permit for relief from the noise restrictions may be made to the Chief of Police as it pertains to special events, community, or private functions or events. Any permit granted by the Chief of Police shall contain all conditions upon which the permit has been granted, including, but not limited to, the effective dates, time of day, location, sound pressure level, or equipment limitation and name and contact information for the on-scene officiator.

Applicant Name: Acura - Bob Wells Plaza

Purpose of Activity: Film Party and/or Partner Event

Address of Event (property on which noise generating activity will occur): 480 Swede Alley

Date(s) of Event: 1/24, 1/25, 1/26 Time of Amplified Noise (Include Sound Check): 6:00pm-11:00pm, only 1 hour after noise ordinance is in effect

Type of Noise Generated: Ambient Sound: playlist, musician

Estimated Number of People in Attendance: 400 maximum

Level of Noise Permitted: Last year it was 90 Db, asking for the same this year

I, JOHN ROMERO, acknowledge and understand Park City Code 6-3 and certify that all information stated above is correct. As the applicant, I will have amplified sound no higher than a decibel limit of 90 between the times of 6pm to 11pm (all permits expire at 10:00 PM). Should I violate the terms of the agreement, I will immediately remedy the situation or be subject to the penalties listed below.

Signature: [Signature]

Date: 12/5/19

Responsible person who will be attending the event and will be monitoring noise levels:

Onsite Officiator: Erica West

Phone: 801-518-6546

Please Note:

The officiator in charge of the event is responsible to monitor and maintain the permissible sound levels spelled out in this permit. Additionally, the officiator is responsible to mitigate complaints received by the Park City Police Department. Failure to mitigate complaints immediately, once brought to the officiator's attention, may result in a criminal citation and/or a revocation of this permit.

Approved by (PCPD): _____

Signature: _____

Date: _____

12/4/19

Required Information:

The following residential property owners have no objection to the type of noise that will occur at the location, and at the date and time, given above:

The following residential property owners have objection to the type of noise that will occur at the location, and at the date and time, given above:

Please Note: As per Park City Code Section 6-3-4, the Police Department shall be responsible for the administration of these rules and regulations and any other powers vested in it by law and shall make inspections of any premises and issue orders as necessary to effect the purposes of these regulations, and do any and all acts permitted by law that are necessary for the successful enforcement of these regulations.

As per Park City Code Section 6-3-14, the Police Department may upon discovery or report of a violation be able to issue a criminal citation for the violation or may file a report with the City Prosecutor's Office for review and issuance of information and summons to court to answer the charges.

As per Park City Code Section 6-3-15, any person who is found guilty of violating any of the provisions of these rules and regulations, either by failing to do those acts required herein or by doing a prohibited act, is guilty of an infraction. Each day such violation is committed, or permitted to continue, shall constitute a separate violation. The City Attorney may initiate legal action, civil or criminal, requested by the Department abate any condition that exists in violation of these rules and regulations. In addition to other penalties imposed by a court of competent jurisdiction, any person(s) found guilty of violating any of these rules and regulations shall be liable for all expenses incurred by the Department in removing or abating any nuisance or other noise disturbance.

December 15, 2019

Park City Municipal Corporation
445 Marsac Avenue
Park City, Utah 84060

RE: SFF20 Acura Festival Village Film Premiere Party, January 25th Event Extension

Dear Jenny,

Based upon our conversation on Friday, I'd like to submit a formal request to be considered by your team and the greater PCMC decision makers. We have already filed an extension alongside the Institute, this letter merely serves as an addendum to said document.

We'd like to host a Premiere Party for the Sundance Film Festival film, Four Good Days on January 25, 2020 from 10pm until 1:00am and are asking for an extension from our original end time of 11:00pm (based upon document submitted via Sundance Institute) to a few hours later. We anticipate 150-200 guests and will have food and beverage along with a DJ or live performance. We will not exceed the 90Db allowance.

We have been good partners and have always been extremely respectful of our role in this Festival and of your incredible mountain town and its residents. We plan to do the same on January 25th, just need to do it a little bit later.

Please let me know if you have any questions. Thank you for your consideration.

Most Sincerely,

A handwritten signature in black ink, appearing to read 'Erica West', with a stylized, flowing script.

Erica West
Groundwork Events on behalf of Acura

Jenny,

Sunday, December 15, 2019

It is super important that Acura supports Official partners of the Sundance Film Festival. We consider events that support the mission way before we'd ever consider supporting something that flies in the face of what we are all trying to do together. We always consider an official film or partner of the Festival and only want to be involved with people that positively reflect the brand (Acura) and the mission of the Festival, the Institute and The City.

We aren't anticipating a massive DJ/artist name. In fact, most likely it will be someone who is already on our stage during Acura Hours. This is not an A\$AP Rocky situation and would be 100% private for the guests of the event. Also, we cannot holistically plan for this event until we have approval and this is all therefore very preliminary.

The hard thing is that if we were in a privately owned building, we would be able to do nearly anything and wouldn't require permissions from the City. However, in order for us to support the Festival, and in turn, Park City whilst simultaneously achieving the goals set forth by Acura we are forced into outdoor venues (mostly because PC doesn't have a footprint that supports us anywhere else). With that being said, I guarantee that our level of "disturbance" is far less than other venues create on a daily and nightly basis. And that is mostly because we are so concerned with being good, self-aware partners. Not to mention, this is Saturday night--a night that people all over town will be out and about late night. We will be one of many, not one of one.

I think you should consider this because if not, it'll go to Kia and that is bad for everyone. I also think this should be considered seriously and therefore approved because we have a proven track record and are some of the most respectful and aware partners involved in this Festival. Allowing this to go somewhere else gives you less control and would honestly open the door for many, many more issues than we would ever create. I'd give my arm for this client, this Festival and have given you and the City more than a decade of honest, straight-forward collaboration--you should anticipate this same in this scenario, albeit just a little bit later into the evening.

Thank you, Erica West
Ground Work Events on behalf of Acura & Sundance Institute

GREEN EVENTS CHECKLIST:

Thank you for helping us to preserve Park City's environment!
We are committed to the preservation and enhancement of the environment for our community and guests.
Please submit this checklist along with your permit application.
Contact your Special Event Coordinator for more information or questions.

Name of Event: <u>Sundance Film Festival</u>		Organization/ Business: <u>Sundance Institute</u>	
Total Estimated Attendance at Event:		Number of Vendors: <u>Approx: 100</u>	
Date of Event: <u>Jan 23 - Feb 2</u>			
Name of person responsible for overseeing green event practices for your event, including training staff and volunteers in sustainable practices: (recycling, composting, reuse, waste and energy reduction, etc.).			
Email Address:		Cell Phone:	
Signature of Event Producer:		Date:	
☒	Standard	☒	Extraordinary Measures
☒	Complete Environmental Management Plan and attach as part of the Supplemental Plan for your event.	☒	Use vendors that have an environmental policy, recycle and compost, use local food sources, use energy efficient appliances, or otherwise offset their carbon footprint.
☒	Use electric spider boxes for power needs.	☒	Eliminate the use of fossil fuels for on site power needs.
☒	Use sand or other reusable ballasts for securing tents instead of water.	☒	Commit to and publicize water conservation efforts at event.
☒	Recycling is required in all areas of the event. Recycling containers must be paired with trash cans.	☒	Sponsors/Vendors distribute bags, bottles, or serving material made from recycled material, or that can be reused or recycled.
☒	Event Applicant materials printed on at least 30% post consumer recycled paper. Distributed items must be made from recycled materials that can be reused, recycled or reconsumed. <u>- Catalog is 70%.</u>	☒	Event Applicant does not offer printed materials. All promotional materials are available electronically. <u>we've reduced printed by 40% this yr.</u>
☒	Remind guests to bring their reusable bags and water bottles. Use, sell, or provide reusable bags and water bottles.	☒	Event Applicant does not sell or give away plastic bottled water unless the bottle is compostable. (To try using watering stations and reusable containers).
☒	Reusable banners, eco-friendly promotional material or recycle (i.e., banners into shopping bags).	☒	Use reusable linens instead of paper or plastic table covers.
☒	Encourage the use of bicycles, buses, shuttles, carpools or other public transit to and from the event. This must be promoted on event website and marketing.	☒	Offer a Bike Valet (Summer Events - May through October)
☒	Enforce a no idling policy for staff, volunteers, vendors and attendees.	☒	Incorporate alternative transportation plans into your event. Supplement City Transit with additional transit options. (This must be approved before implementing).
☒	Use eco-friendly serving utensils (compostable, plant-based or made from recycled materials) and eliminate the use of regular plastic cups and pre-packaged servings. <u>we try.</u>	☒	Provide vegetarian meal options. Be local - offer food or vendor items that are made, grown and produced within 100 miles of Park City.
☒	Be Styrofoam Free!	☒	Be Glass Free! <u>we recycle glass</u>
☒	Prepare food with reusable cutlery and dishes, or products that can be composted.	☒	Serve food in bulk - (avoid cans, bottles, sugar packets and serve at stations) <u>where we can we do</u>
☒	Wastewater must be properly disposed of into the sanitary sewer system, i.e., floor sink or mop sink, etc., and it is prohibited to dispose of gray water into the storm sewer or directly onto the ground.	☒	Tell us what else you are doing. We love new ideas and solutions!! <u>*See Sustainability doc</u>
For Municipal Purposes			
Trash Plan Approved by:		Date:	
Public Works:		Date:	
Health Department:		Date:	
Sustainability Department:		Date:	

Sustainability Commitment and Activities

Sundance Institute is committed to reducing its environmental impact during the Sundance Film Festival and throughout the year. The Institute's sustainability plan is focused on lowering energy consumption, reducing waste streams and conserving natural resources. Inviting over 125,000 people into a small mountain town each January is not without its environmental challenges; however it is our belief that every person can make a difference.

At the Festival, Sundance Institute's environmental sustainability initiatives include: reducing bottled water waste; increasing recycling stations at all venues and theatres; and encouraging patrons to take shared rides to/from the airport to Park City, use the free shuttle system to travel around town, walk between venues where possible and not rent cars. Supplementing free transportation with electric and biodiesel buses in the shuttle system, encouraging attendees to reduce the environmental impact on their own. Festival experiences, and promoting the environmentally-conscious activities of our sponsor community are some of the ways the Institute is working to reduce its environmental impact.

Lowering Energy Consumption

- **Shuttle System:** A free system of shuttles offers transportation between all Park City theaters and venues. At least six electric buses (possibly more) will be in service during the 2020 Festival, with charging stations in Old Town and Kimball Junction transit centers. A portion of the non-electric shuttles provided through a relationship between Sundance and Park City Transit are fueled by biodiesel.
- **Ecker Hill Park and Ride:** (I-80 & Hwy 224) offers free parking and shuttle service to Kimball Jct, Canyons and PCMR. Ecker Hill is open 365 days a year, with a parking capacity for 400 vehicles.
- **Richardson Flat Park and Ride:** (Hwy 40 & Hwy 248) offers free parking and shuttle service to Eccles/PC High School. Tentatively scheduled to be open from Thursday January 23rd through Saturday, February 1st. Richardson Flat has a capacity for 400+ vehicles.
- **Walking Trails:** A well-marked and maintained system of walking paths and sidewalks, shown in the Festival Transit map, allows attendees to walk safely between the Festival's theatres and venues in Park City.
- **New Frontier Central:** 2nd year as New Frontier exhibition space, located directly behind the The Ray Theatre which helps with patron walkability within the theatre district. Resulting in less cars on the roads.
- **Solar Power:** Use of venues like the 85,000-sq-ft Municipal Athletic & Recreation Center Theatre (MARC) is powered by solar panels. The Suniva solar modules are projected to offset [20 percent](#) of the building's energy consumption.

Reducing Waste Streams

- **Reducing Bottled Water Waste:** For the 12th year Sundance Institute is partnering with official Festival partners - Presenting Sponsors Acura and Chase Sapphire, to provide free, reusable water bottles. The Festival provides hydration stations at all official venues, events, and theaters where patrons can refill their bottles. *30,000 + reusable plastic water bottles were distributed at our last years Sundance Film Festival. We encourage people to bring back bottles for the 2020 Sundance Film Festival. If they forget they can pick-up the 2020 reusable bottles.
- **Hydration Stations** are supported by Acura and Chase Sapphire, providing water for over 30,000 water bottles for Festival staff, filmmakers, volunteers, and patrons.
- **Mobile Festival Application** will be available to all patrons to download for free onto their mobile devices. The App will include an active map of Park City including bus stops, venue locations and other information about the Festival, giving patrons immediate digital access to a broad amount of materials and communications.
- **Digital Online Film Guide** which enables audience members to explore all the latest programming and panels

can be accessed by computers and other digital devices.

- **Digital Communication / Promotion:** Digital communication has been more effective in reaching target audiences and saves money and paper. Digital event invites and correspondence with our Artists and Filmmakers is done through digital Evites and emails. **In 2020, Sundance Film Festival cut printed materials by 40%.**
- **Recycling:** The Festival continues to install and service temporary recycling stations at Festival theatres, venues, events, and shuttle stops in Park City in conjunction with Park City Municipal Corporation's recycling stations on Historic Main Street. The Festival has developed enhanced instructional signage, drawing the Festival attendees' attention to recycling facilities. As a result, last year Sundance Film Festival recycled an estimated 70,000 lbs of material. The recycling program is sponsored by Dell for the second year to include the 2020 Sundance Film Festival.
- **Reducing Consumption of Disposables:** The disposable items at officially sanctioned Festival events are contractually required to be made with 100% recycled paper or with materials made of natural fibers such as corn, potato, and sugarcane.
- **Hire Locals:** We hire many local concessionaires to save with food and beverage transportation. Serve fresh and healthy foods. Buy bulk products when available to help reduce packaging waste. We work with local companies. **One of which is certified Utah Green Business.**
- **Sponsor Donations:** Working closely with our sponsors to recycle throughout the Festival. Post Festival our sponsors donate items to local businesses; furniture, building materials, etc, that can be reused or recycled.
- **eWaste program:** Our Presenting Sponsor Dell Technologies collaborated with Recycle Utah to implement local eWaste program that recycled #30,000 pounds and installed a recycled moose sculpture at Willow Creek Park. <https://vimeo.com/373275039?fbclid=IwAR1Q90kiLkiazrO1fOi-WwtnWdOcA2xWKQwIbkZ0z-kMWY-O80qwk2WDA4s>

Transportation Mitigation Partnership

Lyft: Lyft returned as a Sustaining Sponsor and official rideshare partner of the Festival. In addition to supporting us with a generous financial contribution, Lyft became a critical strategic partner, working in close collaboration with the Festival operations team and Park City Municipal to plan for designated pick-up and drop-off locations, traffic flow, sustainability, parking logistics, drivers lounge, vehicle staging and crowd management during the Festival. This collaboration was lauded by the Park City Mayor and Council as having had a significant impact on mitigating traffic and the overwhelming congestion experienced during previous Festivals. Lyft's partnership and support continued throughout the year, as donated Lyft ride credits were leveraged to transport filmmakers, participants and staff during the Summer Labs at the Sundance Mountain Resort, and Day Labs nationwide.

About Lyft: Lyft was founded in 2012 by Logan Green and John Zimmer to improve people's lives with the world's best transportation, and is available to 95 percent of the United States population as well as select cities in Canada. Lyft is committed to effecting positive change for our cities and making cities more livable for everyone through initiatives that bridge transportation gaps, and by promoting transportation equity through shared rides, bikeshare systems, electric scooters, and public transit partnerships.

LYFT BLOG: [Lyft Commits to Full Carbon Neutrality and 100% Renewable Energy](#)

Earlier this year Lyft announced its Green Cities Initiative, a new business unit dedicating significant resources to tackling climate change. As Lyft continues to grow, they have an increasing responsibility to commit additional resources towards our values in order to maximize the positive impact of the Lyft platform.

Health Partnership

University of Utah Health - Sundance Institute partnered with the University of Utah Health department to provide staff trainings around health, safety and wellness including Stop the Bleed, recognizing first aid emergencies and mental health assistance.

Conserving Natural Resources

- Festival merchandise stores feature a range of products made from recycled and repurposed materials, including apparel made of recycled fabrics and a selection of bags made of repurposed street banners from prior Festivals.
- Sundance will be providing 100% recycled shopping bags along with reusable Sundance Film
- Festival 2020 shopping totes that will be available for purchase at all Festival merchandise stores.
- Most of the 2020 Festival merchandise is made in the USA.
- Specific merchandise that does not sell by the end of the Festival is donated to indigenous groups and underprivileged groups throughout Utah and the U.S.
- The Institute uses locally sourced supplies and vendors when possible. (painters, contractors, plumbers, rental companies, concessionaires, transportation, etc)
- Digital Signage is used at any of our venues to reduce material usage and replace signage with energy efficient LED screens. These screens can be easily updated to provide our patrons with up to the minute changes in information and changes to programming.

Environmental Films and Programs

In 2017 and 2018 the Festival hosted The New Climate strand of feature films, documentaries, Virtual Reality experiences and high-profile panels exploring the environment and climate change.

2019: The 2019 climate and environmental films included:

- **Anthropocene**
- **Aquarela**
- **The Boy who Harnessed theWind**
- **The Elephant Queen**
- **Honeyland**
- **Sea of Shadows**
- **The Biggest Little Farm**
- **Tigerland**
- **Words From A Bear**

2020: We have several films that will be part of the program that focus on sustainability and will be announced shortly, particularly in the World Documentary, World Doc Premieres, and US Documentary Competition sections, addressing among other themes:

- The environmental impact of oil spills and offshore oil drilling
- The cumulative human impact on the world's geology and ecosystems
- The intersection of environmental preservation and politics

Community Screenings and Community Tickets Programs

During the Festival, the Institute offers complimentary tickets to environmentally-focused films to local groups as a way to foster community dialogue on important issues. Groups that were given tickets at the 2019 Sundance Film Festival included Swaner EcoCenter, Recycle Utah, EATS (Eat Awesome Things At School), Utah Clean Energy, Summit Land Conservancy, and the Utah Society for Environmental Education.

Year-round Commitments to Sustainability

- **Office Recycling:** In addition to our efforts at the Festival, Sundance Institute promotes sustainability year-round. Our office works with Curb It Recycling Company to offer paper and plastic recycling. They come on a weekly

basis to collect our recyclable materials which allows our office to keep up a steady pace with our recycling needs. We also collect and recycle batteries and light bulbs at Recycle Utah. The Institute recycles approximately 18,000 pounds each year. We strive to purchase office supplies that are either partially or fully made from recycled material such as printer paper, tri-fold paper towels and toilet paper. This year we have made an effort to reduce disposable and single use plastic products from staff events, using reusable materials where possible.

- **Utah Climate Week:** For the past few years, Sundance Institute has partnered with local organizations including Park City Municipal Corporation's Environmental Sustainability Department to offer a free Park City community screening as part of Utah Climate Week. These screenings have included an opportunity for community members to participate in a post-film discussion with local leaders about the impacts of climate change in our own neighborhoods and steps that individuals can take to address these issues in their daily lives.
- **UTA Vans:** Sundance Institute uses four to five 15 passenger UTA vans for our staff to carpool from Salt Lake City to Park City bringing on average 60 - 75 staff up the hill. This helps save on emissions and the environment, helps traffic, allows our staff to not bring a car to Utah, saves on parking, reduces cost of driving, wear and tear on car, stress for those who are not accustomed to driving on winter roads.

SFF20 Sponsors and Festival Host State

Account	Giving Level
Acura	1. Presenting Sponsor
AT&T	1. Presenting Sponsor
Chase Sapphire	1. Presenting Sponsor
SundanceTV	1. Presenting Sponsor
Adobe	2. Leadership Sponsor
Amazon Studios	2. Leadership Sponsor
DIRECTV	2. Leadership Sponsor
Dropbox	2. Leadership Sponsor
Netflix	2. Leadership Sponsor
Omnicom	2. Leadership Sponsor
Southwest Airlines	2. Leadership Sponsor
Stella Artois	2. Leadership Sponsor
WarnerMedia	2. Leadership Sponsor
Audible	3. Sustaining Sponsor
Canada Goose	3. Sustaining Sponsor
Canon	3. Sustaining Sponsor
Dell	3. Sustaining Sponsor
Fire TV	3. Sustaining Sponsor
GEICO	3. Sustaining Sponsor
High West Distillery	3. Sustaining Sponsor
Hulu	3. Sustaining Sponsor
IMDbPro	3. Sustaining Sponsor
Lyft	3. Sustaining Sponsor
Unity	3. Sustaining Sponsor
University of Utah Health	3. Sustaining Sponsor
Atlantic, The	4. Media Sponsor
IndieWire	4. Media Sponsor
Los Angeles Times	4. Media Sponsor
New York Times, The	4. Media Sponsor
Variety	4. Media Sponsor
Wall Street Journal, The	4. Media Sponsor
GOED (State of Utah)	5. Festival Host State

SUNDANCE FILM FESTIVAL 20 20



VENUES - Festival Venues Sr. Manager:
Al Bialick 435.640.2681

Festival Headquarters

Sheraton Park City
1895 Sidewinder Dr
Venue Manager:
Lauren Skager 612.816.8734

Festival Co-op

Montgomery Lee Gallery
608 Main St
Venue Manager:
Tyler Harvey 804.896.5129

Sundance ASCAP Music Cafe

Rich Haines Gallery
751 Main St
Venue Manager:
Andrea Nilosek 207.337.3305

Filmmaker Lodge

Elks Lodge
550 Main St
Venue Manager:
Sara Jackson 917.913.0271

New Frontier at The Ray

Old Sports Authority
1768 Park Ave
Venue Manager:
Katie Jenkins 573.701.5227

New Frontier Central

Old Blockbuster
950 Iron Horse Dr
Venue Manager:
Boji Wong 917.856.3668

THEATERS - Asst. Director Theatre Operations
Jessica Mathews 757.646.0923

Eccles Theatre

1750 Kearns Blvd.
Park City, UT 84060

Egyptian Theatre

Main Street
Park City, UT 84060

Holiday Village Cinemas

1776 Park Ave.
Park City, UT 84060

Library Center Theatre

1225 Park Ave.
Park City, UT 84060

The MARC Theatre

1200 Little Kate Rd.
Park City, UT 84060

Park Avenue Theatre

Located At DoubleTree by Hilton Hotel Park City
1800 Park Ave.
Park City, UT 84060

Prospector Square Theatre

2175 Sidewinder Dr.
Park City, UT 84060

The Ray Theatre

1768 Park Avenue
Park City, UT 84060

**SUNDANCE
FILM
FESTIVAL
20 20**



Temple Theatre

Highway 224
3700 North Brookside Ct.
Park City, UT 84060

Redstone Theatre

6030 Market Street
Park City, UT 84098

EVENTS - Director Events

Josie McGuinn 801.656.7101

The Shop - Festival events

1167 Woodside Avenue
Park City, UT 84060

Kimball Art Center - Festival Events/Talent Forum

1401 Kearns Blvd
Park City, UT 84060

Old Jupiter Bowl Space - AATT

1090 Center Drive
Park City, UT 84098

FESTIVAL STORES

Chelsea Christensen 801.556.2806

Festival Store on Upper Main

Prospect Youth
523 Main Street
Park City, UT 84060

Store on Lower Main

Grace Clothiers
751 Main Street
Park City, UT 84060

PARK CITY BOX OFFICE

Fabian Castillo

Park City Main Box Office/Pass & Package Office/Chase Box Office

Gateway Mall #102/ #201/202
136 Heber Ave.
Park City, UT 84060

MASTER FESTIVAL LICENSE & CITY SERVICES AGREEMENT CITY PROPERTY USE MATRIX

Sundance Film Festival 2020 USE AREAS

Use Area	Address	Use Period *	Intended Use	Type of Use	Basic City Services	Access Control	Traffic Control
Santy Auditorium of Park City Public Library and Education Center, all associated furnishings, fixtures, and equipment; including projection booth & projector, North Field, 16 parking spaces, courtyard and sponsor car display	1255 Park Avenue	Wednesday January 15th through Thursday, February 6th	Screening venue, tents (Press and Wait list) and operational parking and propane storage, car display	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Park City shall maintain regular Cleaning, Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the field & courtyard for placement of Sundance's Tent & other activities.	Sundance and Park City	Sundance and Park City
Library Rooms 301, 201, 101, North Conference Room & Community Room	1255 Park Avenue	Thursday January 17th through Tuesday, February 5th	Concessions/ Hospitality; Wait list Line; Box Office, kiosk, volunteer use, storage	Parking – Nonexclusive (except 16 reserved via permit; All others – Exclusive	Same as above	Sundance and Park City	Sundance and Park City
The MARC-Gymnasium and East Parking Lot for vehicle and equipment staging for theatre build-out.	1200 Little Kate Road	Wednesday, January 15th – Wednesday, January 22nd, 2020. Access: 7:00am – 10:00pm Daily	Load-in. All trucks out of east parking lot by 8pm. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park in front of building. These dates and times are the same as in past years.		Park City shall maintain regular Waste Removal and snow and ice removal inside and outside the use area. In addition, Park City shall clear snow, ice and debris from the east side parking lot, sidewalks and building exits.	Sundance and Park City	Sundance and Park City
The MARC - Tennis	1200	Tuesday,	Load-in on	For Public	Same as above	Sundance	Sundance and

Courts for queue set-up, Festival use and break down.	Little Kate Road	January 21st 7:00am through Monday, February 3rd 8:00pm	Tuesday, January 21. All work after 10pm will occur inside the building. Late workers to park in front of building. Access is 24 hours a day until Monday, February 3rd at 8:00pm as long as a Sundance representative is present.	screening purposes		and Park City	Park City
The MARC - Gymnasium and Tennis Courts.	1200 Little Kate Road	Thursday, January 23rd, 2020 – Saturday February 1st, 2020. Access: 7:00am - 11:30pm	Day One Screening Schedule : 5:30pm and 8:30pm Daily Screening Schedule: 8:30am; 11:30am; 2:30pm; 5:30pm; 8:30pm	For public screening purposes	Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and Tennis Courts	1200 Little Kate Road	Sunday, February 2nd, 2020 Access: 8:00am – 8:15pm	Screening Schedule: 11:15am; 2:15pm; 5:15pm	For public screening purposes	Same as above	Sundance and Park City	Sundance and Park City
The Marc – Tennis Courts	1200 Little Kate Road	Monday, February 3rd, 2020 – Tuesday, February 4th Access: 7:00am on (2/3) to 6:00am on (2/4)	Tear down and load out of tennis court.		Same as above	Sundance and Park City	Sundance and Park City
The MARC - Gymnasium and East Parking Lot.	1200 Little Kate Road	Sunday, February 2nd, 2020 – Wednesday, February 5th, 2020.	Tear down and load out of Gymnasium and East Parking Lot. All trucks out of east		Same as above	Sundance and Park City	Sundance and Park City

		Access: From 8:00am on 2/2, access is 24 hours a day and ends on 2/5 at 12:00pm for the Gymnasium and 4:00pm for the East Lot	parking lot by 8pm each night. Equipment may remain in parking lot but must be completely turned off by 8pm. Work inside building may occur after 10pm. Late workers to park in front of building. All trucks and activity out of parking lot by 4:00pm on 2/6.				
Miners Hospital -Entire building with option of pavilion and surrounding park areas. All Parking around facility during the festival.	1354 Park Avenue	September 1, 2019– February 28, 2020	Sundance Festival Office space	Parking – Exclusive-adjacent to Recreation and Miners; Other - Nonexclusive	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance and Park City
PCMC Recreation Building – Entire building	1354 Park Avenue	December 1, 2019 – February 28, 2020	Sundance Storage or other Sundance use	Currently use as storage	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area.	Sundance	Sundance and Park City
Miners Park on Main Street	Main Street	Festival Dates (Tuesday January 22nd-Sunday, February 3rd)	Sundance Film Festival or Sponsor Activation	Sponsor Product Placement (Acura) and Daily Community Giveaways	Park City shall maintain regular, Cleaning, Waste Removal and snow and ice removal inside and outside the use area. Sundance is responsible for snow removal on vehicle once vehicle is placed. Sundance is responsible for ensuring crowd does not interfere with Main Street or Sidewalk traffic.	Sundance	Sundance

Bear Bench Walk Way on Main Street	Main Street	Tuesday, January 21st through Monday, February 3rd	Sundance Film Festival or Sponsor Activation	Sponsor Product Placement (Acura) and Daily Community Giveaways	Park City shall maintain regular cleaning, waste removal, and snow and ice removal. Sundance is responsible for snow removal on vehicle once vehicle is placed. Sundance is responsible for ensuring crowd does not interfere with Main Street or Sidewalk traffic.	Sundance	Sundance
Park City Museum - First Right of Refusal for Sundance or Sundance Sponsors	Main Street	TBD	TBD			Sundance	Sundance and Park City
Park Avenue- Between Heber & 9 th St.	Park Ave	TBD	Parking mitigation	Parking/exclusive	Park City shall place barricades and enforce the operations plan	Park City	Park City
Park Avenue- Between 9th and 14th St	Park Ave	TBD	Parking mitigation	Parking/exclusive	Park City shall place barricades and enforce the operations plan	Park City	Park City
Main Street - Entire east & west sides.	Main Street	TBD	Parking control to increase response time and increase traffic mitigation	Pedestrian	Park City shall place the barricades, provide snow removal and place "no parking" and "drop zone" signs	None	None
Old Clinic – 1665 Bonanza	Bonanza Drive	January 17– February 6th 2020	Lyft Sponsorship	Lyft Sponsorship	Access to building during the Festival and for set up and break down. Lyft is responsible for controlling parking and traffic at the venue.	Sundance and Park City	City to provide barricades for the space as needed.

Bob Wells Plaza	Swede Alley	Thursday, January 16th – Monday, February 3rd (midnight), 2020	Festival Village (Acura)	Festival Village (Acura)	City to remove snow previous to vendor load in on January 14. Vendor responsible for snow removal through their use.	Sundance	City to provide barricades for the space as needed.
North Marsac Parking Lot	Marsac Avenue	January 23th – February 3rd , 2020	Public Safety and Emergency Management	Command Center	Park City shall post and maintain Public Safety parking spaces in North Marsac.	Park City	Park City
Brew Pub Parking Lot (North)	Swede Alley	January 23 – 27, 2020	Lyft	Pick up & Drop Off	Park City shall post barricades to reserve the lot. Vendor is responsible for snow removal or any other equipment needs	Lyft	Lyft is responsible for maintaining traffic flow.
Brew Pub Parking Lot South & North after January 27	Swede Alley	January 23 through February 3rd, 2020	Snow Storage, Drop and Load Area, ADA Parking & UHP Parking	Communications and Snow Storage	Park City shall place the barricades, provide snow removal and place “no parking” signs.	Park City	Park City

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Heinrich Deters

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve an Exchange Agreement with Girl Scouts of Utah in a Form Approved by the City Attorney

(A) Public Input (B) Action

Suggested Action:

Attachments:

[Girl Scouts Utah Land Exchange Staff Report](#)

[Exhibit A: Girl Scouts Utah Land Exchange Agreement](#)

City Council Staff Report



Subject: Bonanza Flats Exchange Agreement- Girl Scouts of Utah
Author: Heinrich Deters
Department: Sustainability
Date: December 19, 2019
Type of Item: New Business-Property Exchange

Recommendation

Staff recommends Council approve a land Exchange Agreement with Girl Scouts of Utah (GSU), in a form approved by the City Attorney. (Exhibit A I)

Background

Park City acquired the 1,350 acre Bonanza Flat open space in 2017. Adjacent to the Bonanza Flat property is:

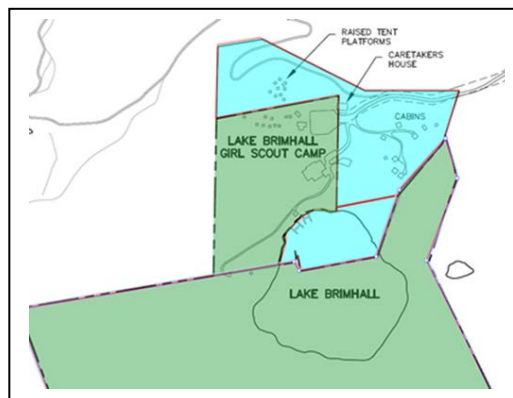
- Approximately 236 acres owned by the GSU referred to as the Silver Islet property. (Silver Islet Property);
- Approximately 11 acres owned by GSU where the Camp Cloud Rim Lodge, bathrooms and shower facilities, and tent plat forms (Camp Property);
- Approximately 11 acres owned by PCMC and leased to GSU, which includes the GSU ranger home, water infrastructure, several cabins, bathrooms and shower facilities. (Lease Property); and
- Approximately 5 acres, owned by PCMC, which includes docks and programming facilities on the shoreline of Lake Brimhall. (Lake Property)

GSU has operated Camp Cloud Rim for more than 80 years and has strived to resolve ownership and water issues with previous landowners, in the hope of improving the sustainability and security of the camp.

Analysis

The intent of the land Exchange Agreement is to aid PCMC's conservation goals and the long term sustainability of the GSU camp and related programming by resolving lease, infrastructure, security, and land management issues by implementing the following:

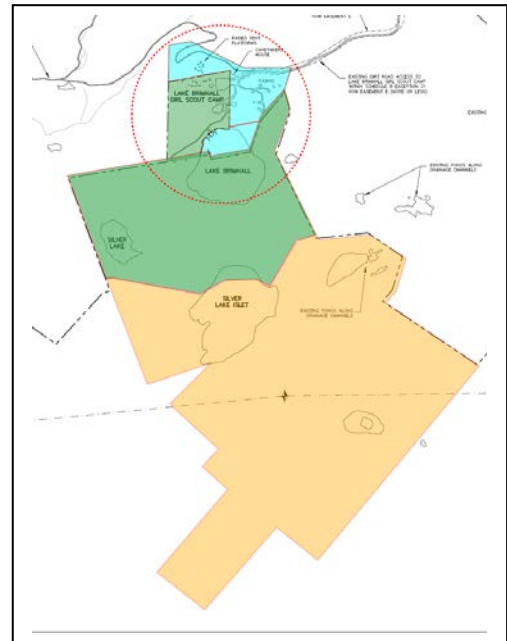
- GSU acquires fee title of approximately 16 acres (in blue) of previously leased land where vital infrastructure including a ranger cabin, several cabins and restroom/shower facilities are located, in addition to shore line and lake property not previously leased but owned by PCMC, where docks and programming takes place.



- PCMC acquires fee title of approximately 170 acres (in orange) of protected open space to be encumbered by the BFCE, where existing trails connect to and from Bloods Lake, Lake Lackawaxen, Silver Islet and Culvert Meadow.

- GSU acquires a Water Lease and Protection Area, (in red), which improves the security and sustainability of the camp and related programming. Both of these provisions are exclusive to GSU.

- PCMC acquires an option to purchase the property and a commitment that the camp and associated GSU property be encumbered by the BFCE, should GSU sell or transfer the camp.



PCMC and GSU have been working towards an equitable Exchange Agreement for close to two years, which would be consistent with the preservation goals outlined by the acquisition of Bonanza Flat and related bond funding.

- The water lease and protection area is exclusive to GSU and cannot be assigned or transferred.
- A Restrictive Covenant will encumber the GSU lands for as long as they own Camp Cloud Rim.
- Should GSU transfer or sell the property/Camp Cloud Rim, the following shall take place:
 - o Restrictive Covenant is terminated.
 - o The BFCE goes on all of the GSU property limiting its use and development of structures /improvements to existing conditions, limiting the marketability.
 - o PCMC has first option to acquire the GSU property/improvements as encumbered by the BFCE.
 - o Should PCMC not exercise the option, GSU may sell the property encumbered by the BFCE but without the water lease and protection area.
- PCMC will provide fencing, signage and gates, designated use restrictions at applicable access points to the protection area and GSU property.

Attachments

Exhibit A- Girl Scouts of Utah Exchange Agreement

EXCHANGE AGREEMENT FOR REAL PROPERTY

THIS EXCHANGE AGREEMENT FOR REAL PROPERTY (this "**Agreement**") is entered into this ____ day of _____, 2019 (the "**Effective Date**"), by and between **PARK CITY MUNICIPAL CORPORATION**, a Utah municipal corporation (the "**City**"), and **GIRL SCOUTS OF UTAH**, a Utah non-profit corporation ("**GSU**") or its assigns. The City and GSU sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS:

WHEREAS, GSU is the fee owner of two parcels of land located in Wasatch County, State of Utah. The first parcel consists of approximately 11 acres of land commonly known as the Camp Cloud Rim property ("**Camp Parcel**"). The second parcel consists of approximately 236 acres and is commonly known as the Silver Islet Lake property ("**SILP Property**"). The Camp Parcel and SILP Property are more particularly described on **Exhibit "A"**, attached hereto and by this reference incorporated herein; and

WHEREAS, the City is the fee owner of various lands (the "**City Lands**") adjacent to and surrounding the Camp Parcel and SILP Property. Approximately 11.3 acres of City Lands immediately North and East of the Camp Parcel are subject to an existing lease from the City (or its predecessor) as lessor to GSU as lessee (the "**GSU Leased Lands**") and approximately five (5) acres of Park City Lands comprising waterfront property of Lake Brimhall (the "**Lake Parcel**"). The City Lands are more particularly described on **Exhibit "B"** attached hereto and by this reference incorporated herein; and

WHEREAS, the SILP Property is currently encumbered by a certain Conservation Easement dated December 26, 2012, which is recorded in the office of the Wasatch County Recorder as Entry No. 385364, Book 1070, Page 1816 (the "**SILP Conservation Easement**"). The "Holder" of the Conservation Easement is Silver Islet Lake Partners, LLC ("**SILP**"). The SILP Conservation Easement is attached hereto as **Exhibit "C"** and by this reference incorporated herein; and

WHEREAS, upon the satisfaction of the conditions stated in this Agreement, the Parties desire to enter into a land exchange whereby GSU will convey by special warranty deed approximately 165 acres of the SILP Property to the City ("**City Exchange Property**") and the City will convey by special warranty deed the GSU Leased Lands and the Lake Parcel (approximately 16 acres) (collectively the "**GSU Exchange Property**"). The City Exchange Property and the GSU Exchange Property may sometimes be collectively referred to as the ("**Exchange Properties**"). All acreages stated in this Agreement are approximations subject to adjustments to be agreed upon by the Parties based upon surveys and/or field work performed by Alliance Engineering.

AGREEMENT:

NOW, THEREFORE, for good and sufficient consideration and the mutual promises of the parties as set forth herein, the Parties agree to the following covenants,

conditions, terms and obligations:

1. CITY DUE DILIGENCE SATISFIED. Subject to review and approval of title as set forth in Section 5(a), the City is familiar with the City Exchange Property, the City has satisfied itself as to the condition, including, without limitation, the environmental condition, of the City Exchange Property, and the City is willing to acquire the City Exchange Property in its "As-Is" condition as further described in Section 11 below.

2. GSU DUE DILIGENCE SATISFIED. Subject to review and approval of title as set forth in Section 5(a), GSU is familiar with the GSU Exchange Property, GSU has satisfied itself as to the condition, including, without limitation, the environmental condition, of the GSU Exchange Property, and GSU is willing to acquire the GSU Exchange Property in its "As-Is" condition as further described in Section 11 below.

3. CONSIDERATION AND TRANSACTION DOCUMENTS. The Parties desire to exchange the City Exchange Property and the GSU Exchange Property identified above strictly in accordance with the terms and conditions set forth below. As a part of the transaction described in this Agreement, and as consideration for the Parties respective conveyances of the City Exchange Property and the GSU Exchange Property at Closing, the Parties will execute, or cause the appropriate party to execute, certain acknowledgements or agreements in form and substance acceptable to the Parties (the "**Acknowledgments and Agreements**") granting, addressing and/or confirming the benefits and consideration set forth in subparagraphs (a) through (f) below not less than five (5) business days prior to the Closing, all as described in this Agreement. The Parties may require that certain of the Acknowledgments and Agreements be in a form which would allow recording with the Wasatch County Recorder's Office.

- a. *Termination of SILP Conservation Easement*. A Termination Agreement whereby GSU will cause SILP to terminate the SILP Conservation Easement covering all of the SILP Property which Termination Agreement shall be recorded with the Wasatch County Recorder's Office at Closing. As part of such termination, the City agrees that it will release SILP from any and all responsibility for or obligations under the SILP Conservation Easement and SILP shall not have any ongoing duties to GSU, the City, or the City Exchange Parcel subsequent to Closing.
- b. *PC OPTION Agreement*. GSU and the City shall have entered into a mutually acceptable option agreement in favor of the City (the "**City Option**"), whereby the City will be provided the first opportunity to acquire no less than the GSU Exchange Parcel, the Camp Parcel, and remaining acres of the SILP Parcel (collectively the "**GSU Lands**") at fair market value at such time as GSU ceases operation of its camp on the GSU Lands and/or sells all or part of the GSU Lands. The City Option shall be recorded with the Wasatch County Recorder's Office within two (2) business days of Closing on the GSU Lands.

- c. *Bonanza Flats Conservation Easement Condition Precedent.* Each Party's obligations to consummate the transactions that are contemplated by this Agreement are expressly conditioned on the City placing or causing to be placed that certain Deed of Conservation Easement between the City as Grantor and Utah Open Lands Conservation Association ("**UOLCA**") – Bonanza Flat Conservation Easement (the "**BFCE**") on the City Exchange Parcel received by the City pursuant to this Agreement which must include, but is not limited to, the following:
- i. *Required Terms.* The BFCE must prohibit uses identified in Sections 3.1(a) through (k), and Section 3.2 of the SILP Conservation Easement, attached hereto as Exhibit C. The required sections do not need to be incorporated verbatim, so long as the BFCE provides substantially the same protections for the City Exchange Parcel as were provided in the SILP Conservation Easement.
 - ii. *Access.* The BFCE may permit public access via designated hiking trails, but shall prohibit overnight camping, fires and use of unauthorized motorized vehicles on the City Exchange Parcel.
 - iii. *Cloud Rim Protection Area.* The BFCE shall designate a certain "Cloud Rim Protection Area" around the GSU Exchange Parcel and Camp Parcel as more particularly identified and described in said easement restricting public access, trails, overnight camping, fires, use of motorized etc., and shall provide for signage giving notice to the public of such restrictions and provide that UOLCA shall provide the necessary security and enforcement of the "buffer zone area." The Cloud Rim Protection Area shall be extinguished upon the sale, transfer or cessation of use by GSU of the GSU Lands.
 - iv. *Utilities; Water.* The Bonanza Flat Conservation Easement shall provide for and allow GSU's full use of the Access and Utility Easement to be granted by Park City to GSU.
 - v. *GSU Approval.* GSU shall provide the City and UOLCA with written approval of the BFCE language and the Bonanza Flat Adaptive Management and Stewardship Plan ("**BFAMS**") language that pertains specifically to GSU or is related to the Restrictive Covenant that will encumber GSU Lands, to the extent such lands will be subject to the BFCE and BFAMS, and "Cloud Rim Protection Area". The BFAMS shall include, among other things, an exhibit map showing the location and boundaries of trails and access points, locations for fencing and signage and include specific enforcement protocols for the "Cloud Rim Protection Area."
- d. *Water Rights.* The Parties will negotiate the terms of a mutually acceptable agreement for the lease of water rights in Bloods Lake ("**Water Rights Lease**"). Further, nothing

in this Agreement, the Water Rights Lease, or the BFAMS shall limit GSU's ability to acquire water rights or shares from an alternative source. The Water Rights Lease shall be extinguished upon the sale, transfer or cessation of use by GSU of the GSU Lands.

- e. GSU Ranger Parking. In the event weather or emergency related circumstances render the ability of the GSU Ranger unable to access personal vehicles parked at the Mid-Mountain trailhead for longer than 72 hours, PCMC agrees not to tow or ticket said personal vehicles. This agreement is exclusive to GSU and will terminate if GSU ceases to own or operate Camp Cloud Rim.
- f. Access and Utility Easement. The City shall grant an irrevocable non-exclusive access and utility easement in favor GSU to provide for delivery of certain utilities such as water, sewer, electrical, gas, telecommunication, and other such utilities to the Camp Parcel and GSU Exchange Property. With respect to the access road over the City Lands, the City shall continue to grant an irrevocable non-exclusive access road to GSU Lands and either provides for, or allow GSU to, maintain, repair, plow and perform other needed actions to keep the road clear and usable, as needed. The easements should cover and allow for GSU's current utility infrastructure, as well as infrastructure and utilities to be added in the future. GSU shall grant an irrevocable emergency access, maintenance and winter recreational easement in favor PCMC as required to provide such service from the existing GSU access road, through the GSU property to existing roads on the Bonanza Flat property. All easements created under this Agreement shall be recorded in the office of the Wasatch County Recorder within two (2) business days of Closing.
- g. Restrictive Covenant. GSU shall cause a mutually acceptable restrictive covenant agreement or another similar type agreement, which agreement shall provide for the protection of GSU's use, operation, development, and maintenance of Camp Cloud Rim on GSU Lands and certain development restrictions (the "**Restrictive Covenant**") which shall be recorded against all GSU Lands at Closing and shall include documented current conditions present on the land identifying improvements or manmade structures and or disturbances. GSU shall not use the GSU Lands as security for a loan, mortgage, or other encumbrance wherein the GSU Lands or a part of the GSU Lands are used as collateral. In the event the City does not exercise the City Option and the GSU sells the GSU Lands to a third-party purchaser, GSU and City shall execute any instrument(s) necessary to remove and terminate the Restrictive Covenant, and such third-party purchaser shall be entitled to use operate, and maintain the GSU Lands subject to the BFCE provided that at such time as the BFCE is placed on the property the existing conditions shall be documented in a subsequent Baseline documentation and the existing uses at the time of said conveyance shall be incorporated into the BFCE. The Restrictive Covenant will be recorded with the Wasatch County Recorder's Office within two (2) business days of Closing.
- h. GSU sell/transfer of GSU Lands. GSU shall execute and record the BFCE against any portion of the GSU Lands at such time that the Restrictive Covenant is terminated in whole or in part and said BFCE shall allow for the improvements and infrastructure that exist at the time of sale or transfer to remain in place and as-is as "Approved Improvements". The Approved Improvements shall be deemed consistent with the

terms of the BFCE. The BFCE shall expressly provide for and allow for the continued use, maintenance, repair and operation of the property by such purchaser or transferee. GSU and PCMC to mutually agree upon the approved language in the BF-CE which shall be recorded at the time of closing of the Exchange Transaction.

The obligations contained in subparagraphs 3(a) through 3(h) shall expressly survive the Closing.

4. CLOSING.

- a. The closing (the "**Closing**") shall occur on a business day designated by the City that is at least ten (10) calendar days after the date that the City gives GSU written notice that the City is ready to Close but in no event may the Closing Date be later than _____.
- b. The Closing shall be held at the offices of Park City Title Company, 1670 Bonanza Dr., Suite 105 Park City, Utah 84060 (the "**Escrow Agent**") or such other location as the parties shall mutually designate.

5. TITLE INVESTIGATION; CONDITION PRECEDENT.

- a. *Title Commitments.* To assist each Party (as a "**Recipient**") in its review of the Exchange Properties it is to acquire pursuant to this Agreement, each Party (as a "**Provider**") shall deliver to the other Party, promptly after the execution of this Agreement, a commitment for title insurance ("**Title Commitment**") that covers the Exchange Properties, as applicable. Provider authorizes Recipient: (i) to contact any professionals who prepared the Title Commitments; (ii) to discuss the Title Commitments with the professionals; and (iii) to have one or more of those commitments updated. If exceptions to title to the applicable Exchange Properties have been raised in the Title Commitments or accompanying documents and if the Recipient delivers an objection notice to Provider stating Recipient's objections, then Provider shall have five (5) business days after receipt of such notice to notify Recipient in writing of whether Provider is able and willing to satisfy such objections ("**Provider's Notice**"). In the event Provider agrees in Provider's Notice to satisfy Recipient's objections to title, then Provider shall cure such objections prior to the Closing. If Provider fails to provide Provider's Notice within such five (5) business day period, Provider shall be deemed to have elected to not satisfy Recipient's title objections. If Provider, in Provider's Notice, refuses to cure Recipient's objections to title, or if Provider fails to provide a Provider's Notice, Recipient shall have five (5) business days after receipt of such notice to notify Provider, in writing as to whether Recipient shall (i) waive such objections, or (ii) terminate this Agreement, in which event the Parties shall be released of all duties and obligations hereunder. If Recipient fails to respond within such five (5) business day period, then Recipient shall be deemed to have elected to waive such objections. If the Agreement is terminated as provided in this paragraph, then the Parties hereunder shall be relieved

of all their respective rights and obligations hereunder.

- b. The Parties shall be entitled to request that, at Closing, with respect to the City Exchange Property and the GSU Exchange Property that the Escrow Agent (i) issue to City and GSU as applicable, an ALTA standard coverage (or other form standard for similar transactions in the State) owner's form title policy (the "**Title Policy**"), in an amount determined by City, GSU and Escrow Agent, insuring that fee simple title to the City Exchange Property is vested in the City subject only to the Permitted Exceptions and that the GSU Exchange Property is vested in GSU subject to the Permitted Exceptions, and (ii) provide such endorsements (or amendments) to such Title Policy as the City or GSU, as applicable, may reasonably require.
- c. At the Closing, the City shall convey to GSU fee title to the GSU Exchange Property by providing a Special Warranty Deed, (as applicable, the "**Deed**"), subject to the Permitted Exceptions and GSU shall convey to the City fee title to the City Exchange Property by providing a Special Warranty Deed, subject to the Permitted Exceptions.

6. CONDITIONS PRECEDENT TO CLOSING.

- a. *City's Conditions Precedent.* The obligation of City to consummate the transactions contemplated in this Agreement, including transfer of the GSU Exchange Property to GSU shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived by City in its sole and absolute discretion (the "**City Conditions Precedent to Closing**"):
 - i. All conditions of title have been met pursuant to Section 5(a) hereof;
 - ii. GSU is not in default of this Agreement;
 - iii. The representations and warranties by GSU contained in this Agreement must be true;
 - iv. GSU shall have delivered its executed and, if required, acknowledged counterparts of the approved Acknowledgements and Agreements to Escrow Agent;
 - v. The City Council shall have approved this Agreement and the City's transfer of the GSU Exchange Property to GSU pursuant to this Agreement; and
 - vi. GSU shall have performed and complied with all covenants and agreements set forth herein which are to be performed or complied with by GSU at or prior to the Closing Date.

In the event that any of the foregoing City Conditions Precedent to Closing are not satisfied on or prior to the Closing, then City shall, as its sole remedy, either (i) waive the applicable unsatisfied City Conditions Precedent to Closing and proceed to Closing on the

scheduled Closing date or (ii) immediately terminate this Agreement by written notice to GSU, in which case the Parties shall be relieved of further liability hereunder, except for those obligations which expressly survive the termination of this Agreement. If GSU has breached the Agreement, the City is entitled to the remedy described in Section 9(b) below.

- b. *GSU's Conditions Precedent.* The obligation of GSU to consummate the transactions contemplated in this Agreement, including transfer of the City Exchange Property to the City, shall be conditioned upon satisfaction of the following at or prior to Closing, any of which may be waived in writing by GSU in its sole and absolute discretion (the "**GSU Conditions Precedent to Closing**"):
- i. GSU's board shall have approved this Agreement and GSU's transfer of the City Exchange Property to the City pursuant to this Agreement;
 - ii. The representations, warranties and covenants of the City set forth in this Agreement shall be true and correct as of the Closing;
 - iii. The City is not in default of this Agreement;
 - iv. The City shall have delivered its executed and, if required, acknowledged counterparts of the approved Acknowledgements and Agreements to Escrow Agent; and
 - v. The City shall have performed and complied with all covenants and agreements set forth herein which are to be performed or complied with by the City at or prior to the Closing Date.

In the event that any of the foregoing GSU Conditions Precedent to Closing are not satisfied on or prior to the Closing, then GSU shall, as its sole remedy, either (i) waive the applicable unsatisfied GSU Conditions Precedent to Closing and proceed to Closing on the scheduled Closing date or (ii) immediately terminate this Agreement by written notice to the City, in which case the Parties shall be relieved of further liability hereunder, except for those obligations which expressly survive the termination of this Agreement. If City has breached the Agreement, GSU is entitled to the remedy described in Section 9(b) below.

7. CLOSINGS, CONVEYANCE, AND TITLE.

- a. *Title.* Title to the City Exchange Property and the GSU Exchange Property is to be conveyed hereunder subject to (i) all declarations, easements, rights-of-way, restrictions, covenants and other matters of public record, (ii) all gas, water, and mineral rights of others, (iii) any matters that would be disclosed by an accurate, current survey and inspection of such properties, (iv) the lien of ad valorem real estate taxes for the then-current year, (v) any third party rights of redemption in and to such properties, and (vi) all matters in the Title Commitments deemed Permitted Exceptions pursuant to Section 5(a) (collectively, the "**Permitted Exceptions**").

- b. *Closing Details.* At Closing the City and GSU shall close the exchange described in this Agreement. The Closing shall take place at the office of the Escrow Agent through an escrow and pursuant to escrow instructions from GSU and/or the City that are consistent with the terms of this Agreement.
- c. *The City's Closing Deliveries.* At Closing, the City, at its expense, shall deliver or cause to be delivered to or for the benefit of GSU the following items, all duly executed and, where required, acknowledged:
- i. *Deed.* A special warranty deed (the "**Deed**") that: (a) is in favor of GSU or its designee; (b) is subject only to the Permitted Exceptions; and (c) conveys to GSU fee simple title to the GSU Exchange Property.
 - ii. *Title Policy.* An ALTA standard coverage owner's title insurance policy (the "**GSU Title Policy**") that: (a) insures GSU as the owner of fee simple title to GSU Exchange Property; (b) is in the amount of _____; (c) is subject only to the Permitted Exceptions; and (d) is issued by Escrow Agent. The premium for issuing the GSU Title Policy shall be paid for by the City.
 - iii. *Water Rights.* The Water Rights Lease.
 - iv. *Easements.* The Access and Utility Easement that is: (a) in favor of GSU, (b) subject only to the Permitted Exceptions, and in a form mutually acceptable to the Parties. The Access, Emergency, Maintenance and Winter Recreational Easement that is: (a) in favor of PCMC, (b) subject only to Permitted Exceptions, and in a form mutually acceptable to the Parties.
 - v. *Bonanza Flat Conservation Easement.* The Bonanza Flat Conservation Easement described and defined in Section 3(d).
 - vi. *City Option Agreement.* The City Option Agreement as defined in Section 3(b).
 - vii. *Authorization Documents.* Documents and instruments that might be reasonably requested by GSU, its legal counsel and/or the Escrow Agent and that evidence the authority of the City to execute and deliver the documents that are described in this Section 7(c).
 - viii. *Closing Prorations and Costs.* Such payments or closing statement credits to GSU and others that might be required in order: (a) to pay the City's share of the City Exchange Property expenses that are described in section 8(a); and (b) to make the City's payments that are described in Section 8(a).
- d. *GSU's Closing Deliveries.* On the Closing, GSU, at its expense, shall deliver or cause to be delivered to or for the benefit of the City the following items, all duly executed and, where required, acknowledged:

- i. *Deed.* A special warranty deed (the “**Deed**”) that: (a) is in favor of the City or its designee; (b) is subject only to the Permitted Exceptions; and (c) conveys to the City fee simple title to the City Exchange Property.
 - ii. *Title Policy.* An ALTA standard coverage owner's title insurance policy (the “**Park City Title Policy**”) that: (a) insures the City as the owner of fee simple title to the City Exchange Property; (b) is in the amount of _____; (c) is subject only to the Permitted Exceptions; and (d) is issued by Escrow Agent. The premium for issuing the Title Policy shall be paid for by GSU.
 - iii. *Termination of SILP Conservation Easement.* The SILP Conservation Easement Termination, in a form reasonably acceptable to the City, terminating and cancelling the SILP Conservation Easement.
 - iv. *Restrictive Covenant.* The Restrictive Covenant as defined in Section 3(g).
 - v. *City Option Agreement.* The City Option as defined in Section 3(b).
 - vi. *Authorization Documents.* Documents and instruments that might be reasonably requested by the City, its legal counsel and/or the Escrow Agent and that evidence the authority of GSU to execute and deliver the documents that are described in this Section 7(d).
 - vii. *Closing Prorations and Costs.* Such payments and closing statement credits to the City and others that might be required in order: (a) to pay GSU's share of the GSU Exchange Property expenses that are described in Section 8(b); and (b) to make GSU's payments that are described in Section 8(b).
- e. *Possession.* On the Closing the City shall deliver to GSU and GSU shall assume from the City the following benefits and burdens with respect to the GSU Exchange Property: (a) possession and enjoyment of the GSU Exchange Property, free of the claims of any parties with rights of possession adverse to GSU, other than Permitted Exceptions; (b) all risk of loss, destruction, damage and condemnation associated with the GSU Exchange Property; and (c) the right to income from the GSU Exchange Property. On the Closing GSU shall deliver to the City and the City shall assume from GSU the following benefits and burdens with respect to the City Exchange Property: (a) possession and enjoyment of the City Exchange Property free of the claims of any parties with rights of possession adverse to the City, other than Permitted Exceptions; (b) all risk of loss, destruction, damage and condemnation associated with the City Exchange Property and (c) the right to income from the City Exchange Property.
- f. *Property Expenses.* All real estate taxes and assessments and personal property taxes for the calendar year in which the Closing occurs shall be pro-rated between GSU and the City as of the Closing with respect to both the City Exchange Property and the GSU Exchange Property. If any assessments are payable in installments, then the installment for the current calendar year shall be prorated, with the transferee Party

assuming the obligation to pay any installments due after the Closing with respect to the said property it obtains. If any portion of the City Exchange Property or GSU Exchange Property escaped assessment and taxation for periods prior to the Closing, the party who previously owned the applicable property shall be responsible for paying taxes and assessments for those periods. Each Party shall obtain its own property and liability insurance for the property it is acquiring as of the Closing and shall pay the premiums therefor.

8. CLOSING COSTS.

- a. *The City Closing Costs.* At the Closing, the City shall pay the following Closing costs with respect to the GSU Exchange Property: (a) amounts necessary to satisfy and obtain a discharge of: (i) any mortgage or deed of trust placed on the GSU Exchange Property, including any prepayment penalties associated therewith; and (ii) any judgment, mechanic's or materialman's lien or tax lien against the GSU Exchange Property; (b) the premium charged by the Escrow Agent for the Title Policy as required by section 7(c)(ii) including any endorsements; (c) one-half of any escrow or closing fees charged by the Escrow Agent with respect to this transaction; and (d) all recording fees or costs required to effect the discharge of any monetary lien to be removed by the City pursuant to the terms of this Agreement. The provisions of this section 8(a) shall survive the Closing.
- b. *GSU Closing Costs.* At the Closing, GSU shall pay the following Closing costs with respect to the City Exchange Property: (a) amounts necessary to satisfy and obtain a discharge of: (i) any mortgage or deed of trust placed on the City Exchange Property including any prepayment penalties associated therewith; and (ii) any judgment, mechanic's or materialman's lien or tax lien against the City Exchange Property; (b) the premium charged by the Escrow Agent for the Title Policy as required by section 7(d)(ii) including any endorsements; (c) one-half of any escrow or closing fees charged by the Escrow Agent with respect to this transaction; and (d) all recording fees or costs required to effect the discharge of any monetary lien to be removed by GSU pursuant to the terms of this Agreement. The provisions of this section 8(b) shall survive the Closing.

9. DEFAULT, LIABILITY OF PARTIES.

- a. Notwithstanding anything to the contrary contained herein, in the event all City Conditions Precedent to Closing are satisfied and City breaches, or defaults under, this Agreement (which breach, failure or default is not remedied or cured by City pursuant to any applicable provisions hereof), GSU shall have the right, as its sole and exclusive remedy, to either: (i) terminate this Agreement and receive payment from City in the amount of zero dollars (\$00.00), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining GSU's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by GSU and the City to anticipate the consequence to GSU of City's breach; or (ii) commence an action against the City for specific performance of this

Agreement and to compel the Closing of the transaction contemplated herein.

- b. Notwithstanding anything to the contrary contained herein, in the event all GSU Conditions Precedent to Closing are satisfied and GSU breaches this Agreement (which breach, failure or default is not remedied or cured by GSU pursuant to any applicable provisions hereof) the City shall have the right, as its sole and exclusive remedy, to terminate this Agreement and receive payment from GSU in the amount of zero dollars (\$00.00), as full, fixed and liquidated damages, not as a penalty, whereupon this Agreement shall terminate, the parties hereby acknowledging the difficulty of ascertaining the City's damages in such a circumstance and agreeing that this remedy represents a reasonable and mutual attempt by GSU and the City to anticipate the consequence to City of GSU's breach. In the event of a breach and delivery of the liquidated damage amount described in this subparagraph, GSU shall be relieved of further liability hereunder, at law or in equity, it being the agreement of the parties that in no event shall the City be entitled to any other remedies other than those expressly provided herein.
- c. Each of GSU and City has dealt with no brokers in connection with the City Exchange Property and GSU Exchange Property and entering into this Agreement. Should any other claim for commission be asserted or established, the party in breach of its representation in this Paragraph 9(c) hereby expressly agrees to hold the other harmless with respect to all costs relating thereto (including reasonable attorneys' fees) to the extent that the breaching party is shown to have been responsible for the creation of such claim. Anything to the contrary in this Agreement notwithstanding, such agreement of each party to hold the other harmless shall survive the Closing and any termination of this Agreement.
- d. No failure(s) or default(s) by City or GSU shall result in the termination or limitation of any right hereunder or the exercise of any rights or remedies with respect to such failure(s) or default(s) unless and until the defaulting party shall have been notified in writing of such default and shall have failed to remedy the specified failure(s) or default(s) within fifteen (15) days after the receipt of said written notice (or, if the cure thereof cannot be completed within fifteen (15) days, then a reasonable period of time, not to exceed an additional thirty (30) days provided the party diligently and continuously pursues such cure).

10. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

- a. *GSU Representations, Warranties, and Covenants.* GSU hereby represents, warrants, and covenants to the City that: GSU has the full right, power, and authority to transfer the City Exchange Property to the City as provided in this Agreement and all required action necessary to authorize GSU to enter into this Agreement has been or will have been taken prior to the Effective Date. GSU shall have, on or before the Closing, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize GSU to carry out its obligations hereunder has been or will have been taken prior to the Closing.

- b. *City Representations, Warranties, and Covenants.* The City warrants, represents, and covenants to GSU that: the City has the full right, power, and authority to transfer the GSU Exchange Property to GSU as provided in this Agreement and all required action necessary to authorize the City to enter into this Agreement has been or will have been taken prior to the Effective Date. The City shall have, on or before the Closing, the full right, power, and authority to carry out its obligations hereunder and all required action necessary to authorize the City to carry out its obligations hereunder has been or will have been taken prior to the Closing.

11. AS-IS. THE PARTIES ACKNOWLEDGE AND AGREE THAT EXCEPT AS IS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE EXCHANGE OF THE CITY EXCHANGE PROPERTY AND THE GSU EXCHANGE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN “AS IS”, “WHERE IS” AND “WITH ALL FAULTS” BASIS, WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY REPRESENTATION OR WARRANTY CONCERNING THE PHYSICAL CONDITION OF THE SAID PROPERTY (INCLUDING THE CONDITION OF THE SOIL OR THE IMPROVEMENTS), THE ENVIRONMENTAL CONDITION OF SAID PROPERTY (INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES ON OR AFFECTING THE SAID PROPERTY), THE COMPLIANCE OF SAID PROPERTY WITH APPLICABLE LAWS AND REGULATIONS (INCLUDING ZONING AND BUILDING CODES OR THE STATUS OF DEVELOPMENT OR USE RIGHTS RESPECTING SAID PROPERTY), THE FINANCIAL CONDITION OF SAID PROPERTY OR ANY OTHER REPRESENTATION OR WARRANTY RESPECTING ANY INCOME, EXPENSES, CHARGES, LIENS OR ENCUMBRANCES, RIGHTS OR CLAIMS ON, AFFECTING OR PERTAINING TO SAID PROPERTY OR ANY PART THEREOF.

The provisions of this Section 11 shall survive the Closing.

12. SURVIVAL. Neither Party may assign this Agreement. This Agreement shall be binding upon the Parties hereto and each of their successors. The provisions of this Agreement and the obligations of the Parties shall survive the execution and delivery of the deeds executed hereunder and shall not be merged therein, except that any representations and warranties of GSU hereunder shall survive Closing for only six (6) months.

13. ESCROW AGENT. The terms and conditions set forth in this Agreement shall constitute both an agreement between GSU and the City and instructions for Escrow Agent, which Escrow Agent shall acknowledge and agree to be bound by, as evidenced by its execution of this Agreement. GSU and the City shall promptly execute and deliver to Escrow Agent any separate or additional escrow instructions requested by Escrow Agent which are consistent with the terms of this Agreement. Any separate or additional instructions shall not modify or amend the provisions of this Agreement unless otherwise expressly agreed by mutual consent of City and GSU. The City and GSU both hereby acknowledge and agree that Escrow Agent shall hold and deliver any deposits which may be made under this Agreement in accordance with the terms and conditions of this Agreement and that Escrow Agent shall be relieved of all liability and held harmless by both GSU and

the City in the event Escrow Agent makes any disbursement of such monies in accordance with the terms and provisions of this Agreement. Escrow Agent shall be relieved from any responsibility or liability and held harmless by both the City and GSU in connection with the discharge of Escrow Agent's duties hereunder provided that Escrow Agent exercises ordinary and reasonable care in the discharge of such duties.

14. OFAC COMPLIANCE. The City represents and warrants that: (i) it is not on an SDN List [defined below], nor is it directly or indirectly owned or controlled by an SDN [defined below]; and (ii) the transfer of the GSU Exchange Property, and the consummation of any other transaction contemplated by this Agreement, will not violate any country sanctions program administered and enforced by the Office of Foreign Assets Control ("**OFAC**") of the U.S. Department of the Treasury. For the purposes hereof, an "SDN List" is defined as one of the lists published by OFAC of individuals and companies owned or controlled by, or acting for or on behalf of, OFAC targeted countries, as well as individuals, groups, and entities, such as terrorists and narcotics traffickers, designated under OFAC programs that are not country- specific, and an "SDN" is one of the individuals or companies listed on an SDN List. City shall provide its Federal Employee Identification Number or similar identification number to GSU upon request in order that GSU may verify the representations and warranties of this Section 14.

15.MISCELLANEOUS.

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

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

with a copy to: Park City Municipal Corporation
P.O. Box 1480
Park City, Utah 84060
Attention: Thomas Daley, Deputy City Attorney
Email: tdaley@parkcity.org

If to GSU: Girl Scouts of Utah
445 East 4500 South
Salt Lake City, Utah 84107
Attention: CEO

with a copy to:

York Howell & Guymon
10610 South Jordan Gateway, Suite 200
South Jordan, Utah 84095
Attention: M. Thomas Jolley, Esq.
Email: tom@yorkhowell.com

If to Escrow Agent:

Park City Title Company
1670 Bonanza Drive, Suite 105
Park City, Utah 84060
Email: TheTeam@ParkCityTitle.com

- b. The Parties hereto shall be responsible for notifying each other of any change of address.
- c. If any term, covenant or condition of this Agreement, or the application thereof to any Party or circumstance, shall be invalid or unenforceable, the Agreement shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law.
- d. It is the intention of the Parties hereto that all questions with respect to the construction of this Agreement, and the rights or liabilities of the Parties hereunder, shall be determined in accordance with the laws of the State of Utah, without regard to conflicts of law rules. Time is hereby declared to be of the essence in the performance of each of GSU's and City's obligations hereunder.
- e. Any deadline date specified in this Agreement which falls on a Saturday, Sunday or legal holiday (any days other than the foregoing to be considered "business days" for all purposes hereunder) shall be extended to the first regular business day after such deadline date.
- f. This Agreement, together with the exhibits attached hereto, contains the final and entire agreement between the Parties hereto. The recitals set forth in the beginning of this Agreement are incorporated herein as if restated in full. No change or modification of this Agreement or any waiver of the provisions hereof, shall be valid unless the same is in writing and signed by the parties hereto. Waiver from time to time of any provision hereunder will not be deemed to be a full waiver of such provision or a waiver of any other provisions hereunder. The terms of this Agreement are mutually agreed to be clear and unambiguous, shall be considered the workmanship of all of the Parties and shall not be construed against the drafting party. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.
- g. Titles to paragraphs and subparagraphs are for convenience only and are not intended to limit or expand the covenants and obligations expressed thereunder.

- h. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- i. In addition to any other relief to which it may be entitled, the prevailing Party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorneys' fees and costs incurred in regard to such dispute or controversy. **THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.**
- j. Neither this Agreement nor a memorandum thereof shall be filed or recorded in the public records of Wasatch County or elsewhere.

DRAFT

IN WITNESS WHEREOF, the parties executed this Agreement on the Effective Date first above written.

GSU:

*Girl Scouts of Utah
a Utah non-profit corporation*

By: _____
LISA HARDIN-REYNOLDS, CEO

Park City:

*Park City Municipal Corporation, a Utah municipal
corporation*

By: _____
ANDY BEERMAN, Mayor

DRAFT

EXHIBIT "A"
(Legal Description of GSU Lands)

DRAFT

EXHIBIT “B”
(Legal Description of City Lands)

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Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Josh Miller

Submitting Department: Budget, Debt & Grants

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve a Special Service Contract Extraordinary Request with Park City Community Foundation for \$30,000 for Services Related to the Learning Cohort and Leadership Training
(A) Public Input (B) Action

Suggested Action:

Attachments:

[PCCF Extraordinary Request Staff Report](#)

[Exhibit A: PCCF Special Service Contract Application](#)

[Exhibit B: Short Term PSA Park City Community Foundation](#)

City Council Staff Report

Subject: Social Equity - Special Service Contract Request
Author: Jed Briggs & Josh Miller - Budget, Debt & Grants
Department: Budget, Debt, & Grants
Date: December 19, 2019
Type of Item: Administrative

Summary Recommendation

Consideration of a request to approve an additional special service contract requested by the Park City Community Foundation for \$30,000 for services related to a Learning Cohort and leadership training.

Executive Summary

There is currently \$32,873 available for FY 2020 in the special service contracts (SCC) budget. Staff has received a SSC extraordinary request from Park City Community Foundation to carry out a Learning Cohort and leadership training with regards to advancing diversity, equity, and inclusion in the community.

Analysis:

The SCC Subcommittee reviewed the application and found that the organization and program substantially meets the SSC criteria, as well as the SSC extraordinary request criteria outlined in the Special Service Contract policy.

The proposal consists of the following (see *Exhibit A*):

- Lead and coordinate community-wide Learning Cohort - 20 organizations learning together for 18 months on how to advance diversity, equity, and inclusion internally.
- Coordinate executive leadership training (mayor, superintendent, executive directors, etc.) in parallel to Learning Cohort.

Finally, it should be noted, that the City just finished year-long contract with the Park City Community Foundation that included the completion of the [Community Social Equity Strategic Plan](#), a gaps analysis, and a needs assessment of social equity. As part of the Strategic Plan there was a recommendation for a community-wide Learning Cohort.

Staff recommends that at a later date Council consider how they would like to tackle social equity long-term, (e.g., resources, community and internal initiatives, application of Strategic Plan, etc.). In the interim, staff is working on a short-term professional services agreement (PSA) with the Park City Community Foundation in order to keep the momentum going on social equity in the community (see *Exhibit B*). This will involve the continued work on elements of the Strategic Plan, which includes the outreach of the plan itself and the ongoing work of the housing and inclusion task forces. This short-term agreement is separate from the SSC extraordinary request.

Department Review

This report has been reviewed by the Budget, Legal, and Executive Departments.

Funding Source

Staff recommends consideration of this funding request that met the requirements of the SSC extraordinary request process. There is currently \$32,873 available in the SSC budget in FY 2020.

Exhibits:

- A – Park City Community Foundation SSC extraordinary request application
- B – Short-term PSA with Park City Community Foundation



Special Service Contract Application Form

Application Form

Park City Municipal Corporation

Please provide 2 (2) hard copies and an electronic copy of this application and all other requested information to the Budget, Debt, and Grants Office by **5:00 pm on October 11, 2019.**

(1) Organization Contact Information

Name PARK CITY COMMUNITY FOUNDATION
Address 1918 PROSPECTOR AVE.
PARK CITY, UT 84060
Phone 435-731-4250 Fax _____
E-mail diego@parkcitycf.org

(2) Indicate the applicable Special Service Contract category for this proposal:

Social Equity Services

☐ **Housing** – Facilitate a range of affordable and quality housing opportunities that meet the life-cycle needs of persons at all economic levels.

- a. Establish a central database that pulls from all regional sources to provide information on affordable for-sale units, waitlists, and the qualification and application process for people in need of housing.
- b. Create and maintain a database of potential purchasers of affordable housing, specifying needs, income, current housing situation, and employment, length of time in community, mortgage qualifications, and other relevant factors.
- c. Design pre-application and full application forms to be completed by applicants. Applications should be available for completing and submitting online and in hard copy (by mail or hand delivery).
- d. Collect completed pre-applications and full applications via e-mail, mail, and hand delivered

- e. Provide notification of receipt of application via e-mail to applicants.
- f. Provide complete applications to third party service providers for verification of qualifications.
- g. Provide access to centralized data base and reporting functions to City and other approved housing and financial representatives.

☐ **Education** – Provide students with learning and enrichment opportunities outside of the regular school day to help overcome disparities.

- a. Operate an after school extended learning service, activity, or program that benefits lower to middle income children with a demonstrated capacity to help working families. Operating hours should take place directly after school ends and run consistently and regularly to assist families working several jobs.

☒ **Inclusion** – Strive for cultivating a community that engages diverse perspectives, differing ideas, and individuals from different backgrounds to help define policy and practice, and help shape culture.

- a. Events/Programs – Increase the community's capacity to create inclusive and diverse cultural, arts, and/or entertainment experiences that seek to reduce inequities in the community.
- b. Communication – Enhance communication and outreach methods that improve diverse voices and perspectives of underserved or underrepresented groups in the community.

☐ **Workforce Development** – Innovative programs that focus on augmenting education, language, job skills, job finding, and resume building needs to those from lower to middle economic backgrounds.

(3) Proposed Total Grant Amount: \$ 30,000

(4) In addition to the above requested information, applications must address the following components:

1. Specific detail of how the requested funds will be used (attach summary - *one page maximum*);
2. Financial information for your organization including annual budget and other sources of potential funding. Please also include 2 years of financial statements such as Balance Sheet, Income Statement, Statement of Financial Position, Activity Statement, etc. or include Independent Auditors' Reports (attach relevant documents);
3. Quantitative and/or qualitative goals (with specific targets) that can be used to measure the degree to which the funds were used for their intended purpose (attach summary - *half page maximum*); and
4. Specifically address how your proposal meets the criteria described in the City's Public Service Contract Policy (specific criteria components are outlined below, please attach no more than one page for each criterion):

Criterion 1: Accountability and Sustainability of Organization - The organization must have the following:

- a. Quantifiable goals and objectives.
- b. Non-discrimination in providing programs or services.
- c. Cooperation with existing related programs and community service.
- d. Compliance with the City contract.
- e. Federally recognized not-for-profit status.

Criterion 2: Program Need and Specific City Benefit - The organization must have the following:

- a. A clear demonstration of public benefit and provision of direct services to City residents focused on one of the Community Critical Priorities.
- b. A demonstrated need for the program or activity. Funds may not be used for one-time events, scholarship-type activities or the purchase of equipment.

Criterion 3: Fiscal Stability and Other Financial Support - The organization must have the following:

- a. A clear description of how public funds will be used and accounted for.
- b. Other funding sources that can be used to leverage resources.
- c. A sound financial plan that demonstrates managerial and fiscal competence.
- d. A history of performing in a financially competent manner.

Criterion 4: Fair Market Value of the Services - The fair market value of services included in the public service contract should equal or exceed the total amount of compensation from the City unless outweighed by demonstrated intangible benefits.

Signed: _____

Date: _____

12 / 9 / 19

1. Specific detail on how the requested funds will be used (1 page).

Park City Community Foundation is proposing to lead a community wide learning cohort to further advance community knowledge and expertise in the areas of diversity, equity, and inclusion. This is in direct response to the community needs around Inclusion as outlined in the Community Social Equity Strategic Plan. A need for board diversity, inclusion, and tools with which to launch equity efforts was reported by many Park City residents and participants in the social equity process.

With the support of nationally recognized experts at the Center for Equity and Inclusion (CEI), we are proposing the launch of an 18-month education cohort with 20 lead organizations in Summit County to equip them to lead social equity work in the community. Some of the organizations to invite to this process would include Park City Municipal Corporation, Summit County, Park City School District, Park City Community Foundation, as well as other nonprofit and private sector leaders.

This Special Service Contract would fund the initial planning phase of this work. The Center for Equity and Inclusion would lead a two-day session focusing on diversity, equity, and inclusion learning with key stakeholders starting in Q1 2020. Through this process, a vision and roadmap for the next several months would be drawn. This would include discussion of goals, roles and responsibilities, schedule, and other project logistics. Park City Community Foundation would be the liaison and lead convener of the 20 organizations participating in this process.

The planning phase would include a 2-day deep dive with partners to create the framework for the community wide cohort.

Day 1: Community Cohort Vision and Components

- Discuss key partner agreements, getting centered on a collective why, roles and responsibilities
- Discuss and capture vision for the cohort
- Review each cohort component so everyone is clear about the elements being put together
- Refine planning and process around this initiative based on the above learnings

Day 2: Equity Lens Application and Strategy

- Introduce the Equity Lens concept and what it requires to hold it individually, at an organizational level, and at a community level
- Discuss applying an Equity Lens to the community cohort strategy
- Revise what is possible
- Discuss next steps and how Equity Lens development will continue into Phase 2

This planning stage would launch the community wide education cohort to take place over the next 18 months. The learning process would include a cohort with 40 members as well as a key stakeholder group with 20 leaders in executive positions (mayor, superintendent, executive directors, etc.), all learning in parallel. Each of these cohorts would offer professional development/continuing education opportunities for community members involved in advancing equity at all levels: government, education, nonprofit, private sector, and others. It would involve individual funding starting in 2020 and going through 2021.

After the 18-month learning cohort is complete, 20 lead community organizations will have a combined 60 staff members well-versed in equity and inclusion and ways in which to implement these practices.

Park City would have a deep bench of champions all sharing a framework and language to use to advance equity, together as a community.

2. Financial information on your organization, including annual budget and other sources of potential funding. Please include 2 years of financial statements.

See attached 2017 Audited Financials and 2018 Year End Financials (our 2018 audited financials are near completion and will be provided when available).

3. Quantitative and/or qualitative goals (with specific targets) that can be used to measure the degree to which the funds were used for their intended purpose (1/2 page).

Qualitative measures include:

- To increase voice and connectedness among the diversity of people within our community.
- To increase diversity and inclusion within leadership bodies and organizations.
- To increase the community's capacity for diversity, equity, and inclusion conversations and action through 60 combined individuals with deep knowledge on how to implement equitable practices community wide.

Quantitative measures will include participants in the learning cohort, trained DEI facilitators embedded in our community, meetings held, participant surveys, and number of staff at participating organizations indirectly impacted by efforts.

4. Specifically address how your proposal meets the criteria described in the City's Public Service Contract Policy (1 page per criteria).

Criteria 1 – Accountability and Sustainability of the Organization

a. *Quantifiable goals and objectives.*

See question 3.

b. *Non-discrimination in providing programs or services.*

Park City Community Foundation is committed to equitable practices and does not discriminate in providing programs or services.

c. *Cooperation with existing related programs and community service.*

Below is a partial list of current partner organizations to reference:

Ballet West, Sarah West, 435-640-5049, swest@balletwest.org
 Christian Center of Park City, Rob Harter, 435-649-2260 ext. 110, rob@ccofpc.org
 Egyptian YouTheatre, Jamie Wilcox, 801-694-7141, jamie@parkcityshows.com
 Holy Cross Ministries, Patricia Sanders, 801-261-3440 x 246, psanders@hcmutah.org
 Jewish Family Service, Ellen Silver, 435-640-6697, ellen@jfsutah.org
 Kimball Art Center, Jory Macomber, 435.649.8882, jory.macomber@kimballartcenter.org
 Little Bellas, Hilary Greene, 802-324-3303, hilaryf.greene@gmail.com
 National Ability Center, Bailey Edelstein, 435-200-9306, baileye@discovernac.org
 North Summit School District, Jerre Holmes, 435-336-5654, jholmes@nsummit.org
 Park City Education Foundation, Abby McNulty, (435) 615-0235, amcnulty@pcschoools.us
 Park City Ice Arena, Matt Genther, 435-615-5707 matt.genther@parkcity.org
 Park City Interfaith Council, Leif Oines, 435-655-1968,
 Park City Ninja Kids, Janice Ugaki, 202-257-6702, janice@firmseek.com

Park City Police Department, Franco Libertini, 435-731-7786, franco.libertini@parkcity.org
 Park City School District, Todd Klarich, 435-615-0216, tklarich@pcschoools.us
 Park City Soccer Club & Youth Academy, Shelley Gillwald, 435-901-3715, shelleyg@xmission.com
 PC Tots, Carol Loomis, 435-640-6525, carol.pctots@gmail.com
 PC Unidos, Maximo Ventura, 435.649.2260 x111, max@ccofpc.org
 Peace House, Kendra Wykoff, (435) 658-4739 Ext 101, kendra@peacehouse.org
 People's Health Clinic, Beth Armstrong, 435-333-1875, barmstrong@phcpc.org
 Planned Parenthood Association of Utah, Annabel Sheinberg, 801-231-5329, annabel.sheinberg@ppau.org
 Snyderville Basin Special Recreation District, Brian Kadziel, 435-901-0577, briank@basinrecreation.org
 SOS Outreach, Seth Ehrlich, 970.926.9292 x 102, seth@sosoutreach.org
 South Summit School District, Shad Sorenson, (435) 783-4301, ssorenson@ssummit.org
 Summit County Council, Kim Carson, 435-649-1743, kcarson@summitcounty.org
 Summit County Health Department, Rich Bullough, 435-333-1582, rbullough@summitcounty.org
 Summit County Mental Wellness Alliance, Aaron Newman, 435.333.1513, anewman@summitcounty.org
 Summit County Recovery Foundation, Roy Parker, 702-523-6364, rparker@thescrf.org
 Swaner EcoCenter, Katherine Veeder, 435-649-1767, Katherine.veeder@usu.edu
 University of Utah, Anne Asman, 801-587-9821, anne.asman@hsc.utah.edu
 Utah Olympic Park, Matt Terwillegar, 435-729-0350, mterwillegar@uolf.org
 Young Riders, Julie Minahan, 435-640-8642, julie.minahan@gmail.com
 Youth Sports Alliance, Heather Sims, 831-254-6011, goap@ysaparkcity.org
 Many donors, businesses, and foundations

d. Compliance with City contract.

We will comply with the City contract and have demonstrated our capacity in past contracts.

e. Federally recognized not-for-profit status.

Park City Community Foundation is a 501(c)(3) nonprofit, recognized as an exempt organization by the IRS (tax ID #30-0171971).

Criteria 2 – Program Need and Specific City Benefit

a. Clear demonstration of public benefit and provision of direct services to City residents.

This proposal is presented in direct response to the community needs around Inclusion as outlined in the Community Social Equity Strategic Plan. The #4 top equity issue as identified by the Social Equity Community Survey respondents was "Lack of Feeling Included."

A need for board diversity, inclusion, and tools with which to launch equity efforts was reported by many participants of the social equity process. From the Board Diversity Survey we administered to 35 organizations, the majority reported having minimal to no representation of marginalized groups (e.g. Latinx, LGBTQ+, etc.) which leads to a lack of broad perspectives when setting policy and establishing strategy on how to address the needs of those communities.

b. A demonstrated need for the program or activity.

The findings in the Board Diversity Survey illustrate the need to develop more inclusive practices. 29 of the 35 organizations reported having discussed board diversity and inclusion as areas to work on, but either they do not have the resources to do so or have not taken any action. Here are some quotes from organizations that participated in the Board Diversity Survey:

-“Ironically need more males as well as LGBTQ and additional persons of color.”

-“I have seen us have enough challenge in simply trying to fill our board with qualified and engaged members currently that I see any and all recruiting as a good thing. It would be great to push more diversity in this process, but with the resources we have that I’ve seen in my few years on my board, we have been limited.”

-“We have discussed but haven’t taken any actions.”

Diversity and inclusion have been topics of conversation at many organizations; however, their limited understanding of the issue leaves them at risk to tokenize underrepresented communities or implement plans poorly.

When Park City Community Foundation organized a CEI-led diversity, equity, and inclusion workshop for nonprofits in May 2019, participants gave feedback with suggestions such as:

-“Keep the conversation going. Offer specific resources and opportunities for learning. Like classes with action items and follow-ups. Hold us accountable!”

-“Create a cohort.”

-“I think an ongoing discussion would keep this at the forefront of people’s minds, and also provide support while moving through uncharted territory.”

-“PCCF is unique that it can bring all the players together as a whole and put us in touch with the broader community, not just our donors and/or our clients.”

Criteria 3 – Fiscal Stability and Other Financial Support

- a. *A clear description of how public funds will be used and accounted for.*

\$19,950 will be allocated to the Center for Equity and Inclusion to coordinate and run the planning phase of this work and \$10,050 will support Park City Community Foundation’s significant staff time in coordinating and launching the learning cohort.

- b. *Other funding sources that can be used to leverage resources.*

Park City Community Foundation will leverage its donors to raise additional funds towards this process and its partners to fully engage in participation of the learning cohort.

- c. *A sound financial plan that demonstrates managerial and fiscal competence.*

Park City Community Foundation is in sound financial health which led to us once again meeting The National Standards for U.S. Community Foundations Accreditation Program in 2019. Our Investment & Finance Committee is comprised of the following members: J Taylor Crandall, Steve Ginder, Jon Monk, Franklin Morton, Paige Penze, Mike Ruzek, and Steve Tyler. Find attached 2017 Audited Financials and 2018 Year End Financials (our 2018 audited financials are near completing and will be provided when available).

- d. *A history of performing in a financially competent manner.*

2017 Audited Financials and 2018 Year End Financials attached (our 2018 audited financials are near completing and will be provided when available). Park City Community Foundation has had clean audit results for the past 10 years in a row, since inception.

Criteria 4 – Fair Market Value of the Services.

The fair market value of the services being provided exceeds the total amount of compensation asked for in the contract.

- **Community Education & Awareness**
 - In conjunction with PCMC staff, develop and begin implementation of a social equity community outreach and media plan.
 - Organize focus groups with underrepresented groups, solicit feedback, institute Living Room Conversations program.
 - Develop and implement community education programs.
 - Lead collaborative efforts to secure funding for key strategic plan elements.
 - Provide leadership and oversight for Social Equity Initiative.
 - Track data from different task forces and create annual social equity report.
- **Diversity, Equity, and Inclusion (DEI) Task Force**
 - Facilitate and convene regular meetings with the inclusion task force.
 - Implement community-wide inclusion efforts and amplify underrepresented voices within our community.
 - Deploy leadership campaign to increase diversity and inclusion in leadership bodies.
 - Establish community-wide organizational pledge with clear diversity, equity, and inclusion goals.
 - Support organizations in developing their own equity plans.
 - Provide progress report to City Council and coalition partners in February 2020.
- **Housing Task Force**
 - Facilitate and convene regular meetings with the housing task force.
 - Work with partner entities to continue collaboration between housing organizations.
 - Build a public coalition in support of affordable housing.
 - Support community members who qualify for affordable housing by collaborating with partner organizations to push for centralization of information and outreach.
 - Leverage additional financial resources to supplement Summit County and PCMC funding.
 - Support PCMC's goal of 800 units of affordable housing by 2026.

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Jed Briggs

Submitting Department: Budget, Debt & Grants

Item Type: Ordinance

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-62, an Ordinance Adopting an Adjusted Budget for FY 2020 for Park City Municipal Corporation and its Related Agencies
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Adjusted Budget Staff Report](#)

[Exhibit A: FY20 Adjusted Budget Ordinance](#)

[Exhibit B: FY20 Adjusted Budget Summaries](#)



City Council Staff Report

Subject: FY2020 Adjusted Budget Adoption
Authors: Jed Briggs
Department: Budget, Debt, & Grants, Economic Development, Police, Parking, Executive
Date: December 19, 2019
Type of Item: Legislative

Summary Recommendation

Readopt the Fiscal Year 2020 Adjusted Budget to enhance the level of service for Main Street drop and load zone customer service police enforcement, as well as other miscellaneous amendments to support additional goals and project management.

Background

State law allows City/towns to amend their annual budget to make updates when, and if, desired. More often than not, budgetary amendments are the result of unforeseen circumstances, reprioritization, and/or necessary revenue or expenditure adjustments.

On November 21, 2019, Council directed staff to enhance the commercial circulation and enforcement for Old Town and Main Street. Specifically, Council directed staff to implement a robust Drop, Load, and Staging (DLS) parking zone program on Main Street. The expectation was a high level of proactive customer service and police enforcement through the allocation of additional Parking and Police Departments resources. Old Town increasingly succumbs to extreme traffic and congestion during peak periods, creating increasingly problematic public safety, sustainability, and quality of life concerns.

In order to successfully execute enhanced customer service and police enforcement that will create the best scenario for programmatic success, a new full time police officer is required. In addition, staff also seeks additional resources for project management in order to maintain progress on Council's aggressive implementation goals.

Staff recommends Council hold a public hearing and vote on the adjusted budget.

Analysis

Enhanced Enforcement for DLS Zones

For enhanced DLS Zone enforcement, or the [Tier 3 Alternative for Main Street circulation](#) (p. 263) that was proposed by staff and supported by Council, a full time Police Officer is required. Despite the initial four month program (December 13 to April 15),

A full-time regular police position is almost impossible to fulfill on a short-term and contractual basis. Furthermore, over the past several years, the Police Department has reorganized its structure to meet the growing community needs and Council goals, which has constrained police resources. This has resulted in less proactive enforcement

on Main Street, as officers are committed to other community priorities and calls for service.

For example, several positions were reassigned and not replaced in the past few years:

- A lieutenant position was created by removing a patrol officer in order to better focus on special events.
- A patrol officer was reassigned in order to provide full-time community, schools, and neighborhood services for the department.

Both reassignments were very successful, yet resulted in fewer officers available to take regular service calls and proactive measures regarding the congestion on Main Street. Without backfilling, the patrol force has been strained and regularly struggles with scheduling—especially when employees are ill, injured or on vacation. An additional officer would alleviate the patrol deficit during off-peak periods of the year, and allow a primarily dedicated officer to Main Street during peak periods and evenings. The Police Department is aware of Council's firm desire and expectation for a dedicated resource, and has committed to not move the resource to other competing locations and priorities unless absolutely necessary for a major emergency.

In terms of quickly filling the position, the in—street traffic and enforcement nature of the position demand an already trained and experienced officer. Park City has 17 Reserve/Part-time Officers and several of them desire to work for the City, but also have good jobs at agencies like the Utah AG's Office, UHP, and other local departments. Unfortunately, in order to attract a trained officer who can start on Main Street immediately, the City would need to create a senior officer position, which costs a little more than a regular patrol officer.

Creating a regular patrol position would result in a several month delay to recruit and train and test a new officer. The new position's wages and benefits would be \$138,747, including a traffic patrol vehicle (\$50k) and equipment (\$21k), totaling \$210,047.

Staff is confident adequate fund balance is available to support this request for elevated service. Ongoing, the increase would come from any 4.5% budget increase in the General Fund, which may result in less discretionary budget for the next budget cycle. The 4.5% projected increase is mainly funded by sales and property tax. There is an increase of estimated parking revenue of \$40k through the new DLS permit fee, but there's also a projected decrease of \$100k due to eliminating paid parking spaces to accommodate DLS areas.

Other Budget Adjustments

- Staff recommends Council adjust the budget by an additional \$170k to fund the separation agreement of the former City Manager.
- Staff recommends Council adjust the budget by \$50k to fund project management services to maintain Council's goals for focused project implementation, including annexation, base development review, land management code updates, Affordable Housing program assistance, and environmental regulatory project support.

- Staff recommends Council adjust the budget by \$25K to fund adequately backfill an existing vacancy in the Sustainability Department's part-time Position.

Informational Note – Administrative Position Change: In order to continue to meet organizational demands and Council's aggressive implementation goals, the vacant Community Development Director position will be changed to a second Deputy City Manager. Overall, this creates two Deputy City Manager positions. The intent is to enable one deputy to support and focus on internal/administrative programs (HR, Finance, Budget, Purchasing, IT, Insurance, Performance Management, etc.) and the other to support and focus on external programs (Housing, Transportation, Community Development, Sustainability, Economic Development, Capital Projects etc.). Again, this administrative position change is cost neutral.

Staff is confident adequate fund balance is available to cover the one-time cost increases, yet there are future implications to be considered.

Staff recommends re-adopting the Fiscal Year 2020 Adjusted Budget as outlined and attached budget summaries.

Exhibits:

A – Adjusted Budget Adoption Ordinance

B – Budget Summaries

Ordinance No. 2019-62

**AN ORDINANCE ADOPTING AN ADJUSTED BUDGET FOR FY 2020 FOR
PARK CITY MUNICIPAL CORPORATION AND ITS RELATED AGENCIES.**

WHEREAS, Utah State law requires that city budgets be adopted by ordinance;
and

WHEREAS, a public hearing was held on December 19, 2019 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. 2020 ADJUSTED BUDGET ADOPTED. The budget as outlined in
the City Council Adopted Budget adopted on August 29, 2019 and with changes as
summarized in the Attachments to this ordinance is hereby adopted as the Adjusted FY
2020 Operating Budget for Park City Municipal Corporation and its related agencies.

SECTION 2. EFFECTIVE DATE. The 2020 Adjusted Budget shall take effect upon
publication.

PASSED AND ADOPTED this 19th day of December, 2019.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

Expenditures by Object Type- FY20

December 10, 2019

Object Type	Actuals FY18	Actuals FY19	YTD Actuals FY20	Annual Budget FY20	Adjusted Budget FY20	Variance
011 GENERAL FUND						
01 PERSONNEL SERVICES	21,791,626	21,994,584	8,750,034	23,827,330	23,966,077	138,747
02 MATERIALS, SUPPLIES AND SERVICES	1,129,937	1,287,322	462,164	1,278,179	1,284,179	6,000
03 UTILITIES	1,488,716	1,491,245	258,022	1,588,397	1,588,397	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	3,180,593	3,045,176	1,603,105	4,278,704	4,523,704	245,000
05 PARTS/MAINTENANCE SUPPLIES	993,181	1,177,271	435,691	1,180,515	1,180,515	
06 SPECIAL SERV CONTRACT/MISC CHARGES	1,274,034	959,980	381,591	1,112,500	1,112,500	
07 CAPITAL OUTLAY	188,497	317,023	95,782	428,078	493,378	65,300
09 INTERFUND TRANSFER	5,542,549	4,940,128	1,486,584	5,409,203	5,409,203	
10 ENDING BALANCE	12,266,079	13,995,937		13,354,911	12,899,864	-455,047
Total 011 GENERAL FUND	47,855,212	49,208,665	13,472,974	52,457,817	52,457,817	
012 QUINN'S RECREATION COMPLEX						
01 PERSONNEL SERVICES	814,063	861,341	275,013	951,239	951,239	
02 MATERIALS, SUPPLIES AND SERVICES	74,606	51,346	16,118	60,770	60,770	
03 UTILITIES	147,234	143,191	38,978	156,200	156,200	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	57,709	54,033	24,560	98,070	98,070	
05 PARTS/MAINTENANCE SUPPLIES	43,432	56,689	20,408	51,275	51,275	
06 SPECIAL SERV CONTRACT/MISC CHARGES	20,335	21,127	7,357	21,000	21,000	
07 CAPITAL OUTLAY	924			6,000	6,000	
09 INTERFUND TRANSFER						
10 ENDING BALANCE	-4,450,108	-4,803,352		-5,341,968	-5,341,968	
Total 012 QUINN'S RECREATION COMPLEX	-3,291,804	-3,615,626	382,435	-3,997,414	-3,997,414	
021 POLICE SPECIAL REVENUE FUND						
09 INTERFUND TRANSFER						
10 ENDING BALANCE	34,404	35,773				
Total 021 POLICE SPECIAL REVENUE FUND	34,404	35,773				
022 DRUG CONFISCATIONS						
07 CAPITAL OUTLAY	25,851	56,556				
09 INTERFUND TRANSFER						
10 ENDING BALANCE	23,168	23,168				
Total 022 DRUG CONFISCATIONS	49,019	79,724				
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
01 PERSONNEL SERVICES	22,877	23,703	8,829	32,668	32,668	
02 MATERIALS, SUPPLIES AND SERVICES	12,320	14,200	5,600	20,000	20,000	
03 UTILITIES	9,666	50,304	2,938	18,300	18,300	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	29,781	39,640	900	70,000	70,000	

Expenditures by Object Type- FY20

December 10, 2019

Object Type	Actuals FY18	Actuals FY19	YTD Actuals FY20	Annual Budget FY20	Adjusted Budget FY20	Variance
06 SPECIAL SERV CONTRACT/MISC CHARGES	528,668	509,724		568,000	568,000	
09 INTERFUND TRANSFER	1,641,125	1,547,125	1,046,268	2,092,532	2,092,532	
10 ENDING BALANCE	857,555	1,604,087		1,565,596	1,565,596	
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	3,101,992	3,788,783	1,064,535	4,367,096	4,367,096	
024 MAIN STREET RDA SPECIAL REVENUE FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	4,710	921	722	50,000	50,000	
06 SPECIAL SERV CONTRACT/MISC CHARGES	262,566	240,086		405,000	405,000	
09 INTERFUND TRANSFER	752,000	752,000	345,000	690,000	690,000	
10 ENDING BALANCE	730,611	904,151		727,511	727,511	
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	1,749,887	1,897,158	345,722	1,872,511	1,872,511	
031 CAPITAL IMPROVEMENT FUND						
01 PERSONNEL SERVICES	46,395	63,633	27,103			
07 CAPITAL OUTLAY	35,749,161	68,507,716	6,916,336	45,873,694	45,873,694	
09 INTERFUND TRANSFER	3,352,716	3,669,062	2,872,560	5,745,118	5,745,118	
10 ENDING BALANCE	40,859,511	47,522,284		2,188,396	2,188,396	
Total 031 CAPITAL IMPROVEMENT FUND	80,007,783	119,762,695	9,815,999	53,807,208	53,807,208	
033 REDEVELOPMENT AGENCY-LOWER PRK						
01 PERSONNEL SERVICES	32,488	14,627	510			
07 CAPITAL OUTLAY	2,610,928	112,057	16,288	3,135,000	3,135,000	
09 INTERFUND TRANSFER	705,325	708,215	353,358	706,715	706,715	
10 ENDING BALANCE	1,026,025	1,774,703		1,252,093	1,252,093	
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	4,374,766	2,609,602	370,156	5,093,808	5,093,808	
034 REDEVELOPMENT AGENCY-MAIN ST						
07 CAPITAL OUTLAY	95,695	208,223		30,000	30,000	
09 INTERFUND TRANSFER	809,490	805,161	402,504	805,006	805,006	
10 ENDING BALANCE	1,073,963	835,780		299,429	299,429	
Total 034 REDEVELOPMENT AGENCY-MAIN ST	1,979,148	1,849,164	402,504	1,134,435	1,134,435	
035 BUILDING AUTHORITY						
07 CAPITAL OUTLAY	1,430					
09 INTERFUND TRANSFER	429,917					
10 ENDING BALANCE	429,917	440,916		429,917	429,917	
Total 035 BUILDING AUTHORITY	431,347	440,916		429,917	429,917	
038 EQUIPMENT REPLACEMENT CIP						
07 CAPITAL OUTLAY	516,654	1,227,248	713,932	1,285,600	1,285,600	
09 INTERFUND TRANSFER						
10 ENDING BALANCE	1,990,746	1,912,090		59,075	59,075	

Expenditures by Object Type- FY20

December 10, 2019

Object Type	Actuals FY18	Actuals FY19	YTD Actuals FY20	Annual Budget FY20	Adjusted Budget FY20	Variance
Total 038 EQUIPMENT REPLACEMENT CIP	2,507,400	3,139,338	713,932	1,344,675	1,344,675	
051 WATER FUND						
01 PERSONNEL SERVICES	2,887,816	2,950,635	1,225,967	3,307,652	3,307,652	
02 MATERIALS, SUPPLIES AND SERVICES	199,443	242,381	116,689	305,962	305,962	
03 UTILITIES	932,097	961,418	351,270	1,470,066	1,470,066	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	852,687	1,074,376	468,002	1,215,183	1,215,183	
05 PARTS/MAINTENANCE SUPPLIES	843,626	4,817,057	496,193	891,927	891,927	
06 SPECIAL SERV CONTRACT/MISC CHARGES	60,906	83,277	30,007	52,000	52,000	
07 CAPITAL OUTLAY	11,120,598	1,469,696	7,412,102	40,376,046	40,376,046	
08 DEBT SERVICE	4,509,004	997,342	82,795	4,524,604	4,524,604	
09 INTERFUND TRANSFER	1,665,427	1,721,162	525,750	1,766,502	1,766,502	
10 ENDING BALANCE	2,415,273	8,601,446		17,229,219	17,229,219	
Total 051 WATER FUND	25,486,876	22,918,790	10,708,775	71,139,161	71,139,161	
052 STORM WATER FUND						
01 PERSONNEL SERVICES	629,068	1,071,048	338,597	709,440	709,440	
02 MATERIALS, SUPPLIES AND SERVICES	29,891	26,004	9,554	71,000	71,000	
03 UTILITIES	20,181	45,631	14,437	39,700	39,700	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	84,354	70,068	51,834	157,100	157,100	
05 PARTS/MAINTENANCE SUPPLIES	18,403	169,523	25,397	40,200	40,200	
06 SPECIAL SERV CONTRACT/MISC CHARGES	18					
07 CAPITAL OUTLAY	500	-4,281	2,492	471,500	471,500	
09 INTERFUND TRANSFER	79,000	94,709	56,502	120,793	120,793	
10 ENDING BALANCE	598,027	717,233		352,719	352,719	
Total 052 STORM WATER FUND	1,459,442	2,189,934	498,814	1,962,452	1,962,452	
055 GOLF COURSE FUND						
01 PERSONNEL SERVICES	795,591	713,110	380,500	950,807	950,807	
02 MATERIALS, SUPPLIES AND SERVICES	86,856	74,577	19,015	74,900	74,900	
03 UTILITIES	51,108	59,535	16,630	67,700	67,700	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	79,448	58,981	32,815	94,535	94,535	
05 PARTS/MAINTENANCE SUPPLIES	218,413	454,714	101,390	240,800	240,800	
06 SPECIAL SERV CONTRACT/MISC CHARGES	27,408	27,473	23,930	30,500	30,500	
07 CAPITAL OUTLAY	163,918	-6,710	16,811	126,565	126,565	
08 DEBT SERVICE	32,377	1,271		32,377	32,377	
09 INTERFUND TRANSFER	128,511	132,046	70,548	141,090	141,090	
10 ENDING BALANCE	1,210,441	1,234,194		901,501	901,501	
Total 055 GOLF COURSE FUND	2,794,071	2,749,192	661,639	2,660,775	2,660,775	

Expenditures by Object Type- FY20

December 10, 2019

Object Type	Actuals FY18	Actuals FY19	YTD Actuals FY20	Annual Budget FY20	Adjusted Budget FY20	Variance
057 TRANSPORTATION FUND						
01 PERSONNEL SERVICES	8,507,085	10,365,571	3,372,258	9,834,156	9,834,156	
02 MATERIALS, SUPPLIES AND SERVICES	553,217	912,974	90,470	348,450	348,450	
03 UTILITIES	292,995	379,673	138,289	336,744	336,744	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	1,813,092	1,934,438	267,351	1,465,400	1,465,400	
05 PARTS/MAINTENANCE SUPPLIES	49,566	2,880,165	3,064	40,000	40,000	
06 SPECIAL SERV CONTRACT/MISC CHARGES	90,128	144,510	12,410	29,000	29,000	
07 CAPITAL OUTLAY	10,530,088	2,417,840	714,825	4,514,762	4,514,762	
09 INTERFUND TRANSFER	2,870,800	3,389,280	1,713,006	3,426,017	3,426,017	
10 ENDING BALANCE	13,647,186	13,034,167		8,362,023	8,362,023	
Total 057 TRANSPORTATION FUND	38,354,157	35,458,619	6,311,673	28,356,552	28,356,552	
058 PARKING FUND (created FY20)						
01 PERSONNEL SERVICES			353,139	960,441	960,441	
02 MATERIALS, SUPPLIES AND SERVICES			122,579	470,500	470,500	
03 UTILITIES			1,969	10,400	10,400	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC			4,719	148,000	148,000	
05 PARTS/MAINTENANCE SUPPLIES			12,435	54,000	54,000	
06 SPECIAL SERV CONTRACT/MISC CHARGES			47,220	65,000	65,000	
07 CAPITAL OUTLAY				196,000	196,000	
09 INTERFUND TRANSFER			3,000	6,000	6,000	
10 ENDING BALANCE				1,409,190	1,349,190	-60,000
Total 058 PARKING FUND			545,060	3,319,531	3,259,531	-60,000
062 FLEET SERVICES FUND						
01 PERSONNEL SERVICES	1,005,388	1,105,619	378,118	991,831	991,831	
02 MATERIALS, SUPPLIES AND SERVICES	74,478	69,570	32,899	79,099	79,099	
03 UTILITIES	829,582	1,088,415	375,358	1,071,800	1,071,800	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	3,187	2,008		3,800	3,800	
05 PARTS/MAINTENANCE SUPPLIES	641,356	666,949	288,120	800,200	800,200	
07 CAPITAL OUTLAY		13,309	-1,115			
09 INTERFUND TRANSFER						
10 ENDING BALANCE	1,207,403	1,210,535		1,184,031	1,184,031	
Total 062 FLEET SERVICES FUND	3,761,395	4,156,403	1,073,380	4,130,761	4,130,761	
064 SELF INSURANCE FUND						
02 MATERIALS, SUPPLIES AND SERVICES	31,600	37,667	22,514	50,500	50,500	
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	151,962	486,837	255,490	872,560	872,560	
06 SPECIAL SERV CONTRACT/MISC CHARGES	607,269	602,791	56,463	710,000	710,000	

Expenditures by Object Type- FY20

December 10, 2019

Object Type	Actuals FY18	Actuals FY19	YTD Actuals FY20	Annual Budget FY20	Adjusted Budget FY20	Variance
09 INTERFUND TRANSFER						
10 ENDING BALANCE	1,163,647	1,348,568		371,245	371,245	
Total 064 SELF INSURANCE FUND	1,954,479	2,475,863	334,467	2,004,305	2,004,305	
070 SALES TAX REV BOND - DEBT SVS FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC	223,553	259,074				
08 DEBT SERVICE	5,031,081	5,350,324	4,600	5,037,565	5,037,565	
09 INTERFUND TRANSFER	30,203,248	11,993,364				
10 ENDING BALANCE	7,396,945	25,749,908		9,172,072	9,172,072	
Total 070 SALES TAX REV BOND - DEBT SVS FUND	42,854,827	43,352,670	4,600	14,209,637	14,209,637	
071 DEBT SERVICE FUND						
04 CONTRACT SVCS/CONSULTING/SOFTWARE LIC		270,383				
08 DEBT SERVICE	6,420,934	9,975,254	1,575,127	5,307,335	5,307,335	
09 INTERFUND TRANSFER		50,094,149				
10 ENDING BALANCE	710,461	1,575,743		1,530,403	1,530,403	
Total 071 DEBT SERVICE FUND	7,131,395	61,915,530	1,575,127	6,837,738	6,837,738	
TOTAL	262,595,797	354,413,192	48,281,792	251,130,965	251,070,965	-60,000

Revenues by Revenue Type- FY20

December 10, 2019

Revenue Type	Actuals FY 2018	Actuals FY 2019	YTD Actual FY 2020	Annual Budget FY 2020	Adjusted Budget FY 2020	Variance
011 GENERAL FUND						
Property Taxes	822,584	2,855,053	-5,521,064	11,196,658	11,196,658	
Sales Tax	2,507,485	2,653,858	2,001,635	15,231,123	15,231,123	
Franchise Tax	735,169	721,488	693,782	3,262,000	3,262,000	
Licenses	296,471	289,892	285,199	312,000	312,000	
Planning Building & Engineering Fees	1,747,882	2,192,256	2,185,020	2,397,000	2,397,000	
Special Event Fees	20,875	27,867	94,929	264,000	264,000	
Federal Revenue	3,125		4,476	48,000	48,000	
State Revenue	1,620	16,536		68,000	68,000	
County/SP District Revenue	17,000	5,000		22,000	22,000	
Cemetery Charges for Services	14,693	10,532	11,074	138,000	138,000	
Recreation	774,597	742,529	696,478	2,145,000	2,145,000	
Other Service Revenue	21,886	13,366	27,857	120,292	120,292	
Library Fines & Fees	13,831	10,445	7,280	18,000	18,000	
Misc. Revenues	91,763	420,030	435,985	818,000	818,000	
Interfund Transactions (Admin)	775,910	816,110	1,004,922	2,724,847	2,724,847	
Special Revenues & Resources	46,720	27,762	19,209	8,935	8,935	
Beginning Balance	11,558,783	12,266,079		13,683,962	13,683,962	
Total 011 GENERAL FUND	19,450,393	23,068,804	1,946,780	52,457,817	52,457,817	
012 QUINN'S RECREATION COMPLEX						
Recreation	1,743	3,581	989	5,000	5,000	
Ice	340,663	334,134	257,026	865,000	865,000	
Misc. Revenues	-241	-153	473	2,000	2,000	
Beginning Balance	-4,129,592	-4,450,108		-4,869,414	-4,869,414	
Total 012 QUINN'S RECREATION COMPLEX	-3,787,427	-4,112,546	258,488	-3,997,414	-3,997,414	
021 POLICE SPECIAL REVENUE FUND						
Beginning Balance	33,604	34,404				
Total 021 POLICE SPECIAL REVENUE FUND	33,604	34,404				
022 DRUG CONFISCATIONS						
Beginning Balance	26,071	23,168				
Total 022 DRUG CONFISCATIONS	26,071	23,168				
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND						
Property Taxes	87,552	4,999	1,797	2,947,000	2,947,000	
Beginning Balance	322,354	857,555		1,420,096	1,420,096	
Total 023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	409,906	862,554	1,797	4,367,096	4,367,096	
024 MAIN STREET RDA SPECIAL REVENUE FUND						

Revenues by Revenue Type- FY20

December 10, 2019

Revenue Type	Actuals FY 2018	Actuals FY 2019	YTD Actual FY 2020	Annual Budget FY 2020	Adjusted Budget FY 2020	Variance
Property Taxes	56,850	14,342	820	1,195,000	1,195,000	
Beginning Balance	460,052	730,611		677,511	677,511	
Total 024 MAIN STREET RDA SPECIAL REVENUE FUND	516,902	744,953	820	1,872,511	1,872,511	
031 CAPITAL IMPROVEMENT FUND						
Sales Tax	847,418	1,299,196	989,542	9,750,207	9,750,207	
Planning Building & Engineering Fees	243,601	335,706	242,043	355,000	355,000	
Federal Revenue	1,044					
State Revenue	64,101	150,481	155,548	360,000	360,000	
County/SP District Revenue	3,000,000		569,000	2,030,000	2,030,000	
Misc. Revenues	56,763	239,077	2,763,627	20,198,000	20,198,000	
Interfund Transactions (CIP/Debt)		982,100		2,436,030	2,436,030	
Special Revenues & Resources	-1,333,617	3,950	3,605	481,487	481,487	
Bond Proceeds				8,000,000	8,000,000	
Beginning Balance	31,142,544	40,859,511		10,196,484	10,196,484	
Total 031 CAPITAL IMPROVEMENT FUND	34,021,853	43,870,022	4,723,365	53,807,208	53,807,208	
033 REDEVELOPMENT AGENCY-LOWER PRK						
Interfund Transactions (CIP/Debt)	683,800	683,800	1,046,268	2,092,532	2,092,532	
Beginning Balance	738,741	1,026,025		3,001,276	3,001,276	
Total 033 REDEVELOPMENT AGENCY-LOWER PRK	1,422,541	1,709,825	1,046,268	5,093,808	5,093,808	
034 REDEVELOPMENT AGENCY-MAIN ST						
Interfund Transactions (CIP/Debt)	313,335	313,335	345,000	690,000	690,000	
Beginning Balance	1,209,001	1,073,963		444,435	444,435	
Total 034 REDEVELOPMENT AGENCY-MAIN ST	1,522,336	1,387,298	345,000	1,134,435	1,134,435	
035 BUILDING AUTHORITY						
Beginning Balance	424,783	429,917		429,917	429,917	
Total 035 BUILDING AUTHORITY	424,783	429,917		429,917	429,917	
038 EQUIPMENT REPLACEMENT CIP						
Misc. Revenues		12,994	12,380			
Interfund Transactions (CIP/Debt)	447,375	447,375	642,798	1,285,600	1,285,600	
Beginning Balance	1,352,711	1,990,746		59,075	59,075	
Total 038 EQUIPMENT REPLACEMENT CIP	1,800,086	2,451,115	655,178	1,344,675	1,344,675	
051 WATER FUND						
Planning Building & Engineering Fees	728,404	1,097,712	1,129,121	750,000	750,000	
Water Charges for Services	8,319,868	9,248,520	9,466,045	19,309,129	19,309,129	
Misc. Revenues	152,146	51,802	163,144	178,023	178,023	
Special Revenues & Resources		169,305		1,400,000	1,400,000	

Revenues by Revenue Type- FY20

December 10, 2019

Revenue Type	Actuals FY 2018	Actuals FY 2019	YTD Actual FY 2020	Annual Budget FY 2020	Adjusted Budget FY 2020	Variance
Bond Proceeds				45,000,000	45,000,000	
Beginning Balance	5,905,357	2,415,273		4,502,009	4,502,009	
Total 051 WATER FUND	15,105,775	12,982,613	10,758,310	71,139,161	71,139,161	
052 STORM WATER FUND						
Water Charges for Services	418,774	521,391	680,442	1,250,000	1,250,000	
Beginning Balance	176,433	598,027		712,452	712,452	
Total 052 STORM WATER FUND	595,207	1,119,418	680,442	1,962,452	1,962,452	
055 GOLF COURSE FUND						
Recreation	1,009,772	1,037,442	1,022,342	1,519,596	1,519,596	
Misc. Revenues	76	537	443	51,350	51,350	
Interfund Transactions (CIP/Debt)	10,415	10,415	12,498	25,000	25,000	
Beginning Balance	1,246,003	1,210,441		1,064,829	1,064,829	
Total 055 GOLF COURSE FUND	2,266,266	2,258,835	1,035,283	2,660,775	2,660,775	
057 TRANSPORTATION FUND						
Sales Tax	981,578	1,039,427	984,602	5,718,450	5,718,450	
Licenses	874,382	865,013	892,348	835,288	835,288	
Special Event Fees	1,596	1,910				
Federal Revenue			66,726	6,281,051	6,281,051	
Transit Charges for Services	464,072	1,103,650	-634,752	8,588,612	8,588,612	
Fines & Forfeitures	393,819	1,027,765	2,348			
Misc. Revenues	42,977	40,622	41,774	318,949	318,949	
Special Revenues & Resources	118,492	35,860		693,328	693,328	
Beginning Balance	19,262,807	13,647,186		5,920,874	5,920,874	
Total 057 TRANSPORTATION FUND	22,139,724	17,761,432	1,353,045	28,356,552	28,356,552	
058 PARKING FUND (created FY20)						
Special Event Fees			1,870			
Fines & Forfeitures			854,250	3,055,080	2,995,080	-60,000
Misc. Revenues			1			
Beginning Balance				264,451	264,451	
Total 058 PARKING FUND			856,121	3,319,531	3,259,531	-60,000
062 FLEET SERVICES FUND						
Interfund Transactions (Admin)	1,072,260	1,068,757	1,474,500	2,949,000	2,949,000	
Beginning Balance	1,196,395	1,207,403		1,181,761	1,181,761	
Total 062 FLEET SERVICES FUND	2,268,655	2,276,160	1,474,500	4,130,761	4,130,761	
064 SELF INSURANCE FUND						
Misc. Revenues	114,585	114,585	137,502	275,000	275,000	

Revenues by Revenue Type- FY20

December 10, 2019

Revenue Type	Actuals FY 2018	Actuals FY 2019	YTD Actual FY 2020	Annual Budget FY 2020	Adjusted Budget FY 2020	Variance
Interfund Transactions (Admin)	368,985	434,055	639,432	1,286,651	1,286,651	
Beginning Balance	793,923	1,163,647		442,654	442,654	
Total 064 SELF INSURANCE FUND	1,277,493	1,712,287	776,934	2,004,305	2,004,305	
070 SALES TAX REV BOND - DEBT SVS FUND						
Misc. Revenues	9,194	75,922	304,952			
Interfund Transactions (Admin)	66,595	67,375	81,240	162,477	162,477	
Interfund Transactions (CIP/Debt)	874,080	2,024,485	3,628,422	7,256,839	7,256,839	
Bond Proceeds	35,227,871					
Beginning Balance	2,403,929	7,396,945		6,790,321	6,790,321	
Total 070 SALES TAX REV BOND - DEBT SVS FUND	38,581,668	9,564,727	4,014,614	14,209,637	14,209,637	
071 DEBT SERVICE FUND						
Property Taxes			6,036,374	6,036,374	6,036,374	
Misc. Revenues	26,988	24,845	22,430	45,967	45,967	
Beginning Balance	643,716	710,461		755,397	755,397	
Total 071 DEBT SERVICE FUND	670,704	735,306	6,058,804	6,837,738	6,837,738	
TOTAL	138,746,540	118,880,292	35,985,750	251,130,965	251,070,965	-60,000

Expenditure Summary by Fund and Major Object (FY 2020 Original Budget)

Description	Personnel FY 2020	Mat, Supplies, Services FY 2020	Capital FY 2020	Debt Service FY 2020	Contingency FY 2020	Sub - Total FY 2020	Interfund Transfer FY 2020	Ending Balance FY 2020	Total FY 2020
Park City Municipal Corporation									
011 GENERAL FUND	\$23,827,330	\$8,998,295	\$428,078	\$0	\$440,000	\$33,693,703	\$5,409,203	\$13,354,911	\$52,457,817
012 QUINNS RECREATION COMPLEX	\$951,239	\$387,315	\$6,000	\$0	\$0	\$1,344,554	\$0	\$-5,341,968	\$-3,997,414
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
022 DRUG CONFISCATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$45,873,694	\$0	\$0	\$45,873,694	\$5,745,118	\$2,188,396	\$53,807,208
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,285,600	\$0	\$0	\$1,285,600	\$0	\$59,075	\$1,344,675
051 WATER FUND	\$3,307,652	\$3,835,138	\$40,376,046	\$4,524,604	\$100,000	\$52,143,440	\$1,766,502	\$17,229,219	\$71,139,161
052 STORM WATER FUND	\$709,440	\$308,000	\$471,500	\$0	\$0	\$1,488,940	\$120,793	\$352,719	\$1,962,452
055 GOLF COURSE FUND	\$950,807	\$508,435	\$126,565	\$32,377	\$0	\$1,618,184	\$141,090	\$901,501	\$2,660,775
057 TRANSPORTATION & PARKING FUND	\$9,834,156	\$2,219,594	\$4,514,762	\$0	\$0	\$16,568,512	\$3,426,017	\$8,362,023	\$28,356,552
058 PARKING FUND	\$960,441	\$747,900	\$196,000	\$0	\$0	\$1,904,341	\$6,000	\$1,409,190	\$3,319,531
062 FLEET SERVICES FUND	\$991,831	\$1,954,899	\$0	\$0	\$0	\$2,946,730	\$0	\$1,184,031	\$4,130,761
064 SELF INSURANCE FUND	\$0	\$1,633,060	\$0	\$0	\$0	\$1,633,060	\$0	\$371,245	\$2,004,305
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$5,037,565	\$0	\$5,037,565	\$0	\$9,172,072	\$14,209,637
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$5,307,335	\$0	\$5,307,335	\$0	\$1,530,403	\$6,837,738
Total Park City Municipal Corporation	\$41,532,895	\$20,592,636	\$93,278,245	\$14,901,881	\$540,000	\$170,845,658	\$16,614,723	\$50,772,817	\$238,233,198
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$32,668	\$676,300	\$0	\$0	\$0	\$708,968	\$2,092,532	\$1,565,596	\$4,367,096
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$455,000	\$0	\$0	\$0	\$455,000	\$690,000	\$727,511	\$1,872,511
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$3,135,000	\$0	\$0	\$3,135,000	\$706,715	\$1,252,093	\$5,093,808
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$30,000	\$0	\$0	\$30,000	\$805,006	\$299,429	\$1,134,435
Total Park City Redevelopment Agency	\$32,668	\$1,131,300	\$3,165,000	\$0	\$0	\$4,328,968	\$4,294,253	\$3,844,629	\$12,467,850
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$429,917	\$429,917
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$429,917	\$429,917
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$41,565,563	\$21,723,936	\$96,443,245	\$14,901,881	\$540,000	\$175,174,626	\$20,908,976	\$55,047,363	\$251,130,965

Expenditure Summary by Fund and Major Object (FY 2020 Adjusted Budget)

Description	Personnel FY 2020	Mat, Supplies, Services FY 2020	Capital FY 2020	Debt Service FY 2020	Contingency FY 2020	Sub - Total FY 2020	Interfund Transfer FY 2020	Ending Balance FY 2020	Total FY 2020
Park City Municipal Corporation									
011 GENERAL FUND	\$23,966,077	\$9,243,295	\$499,378	\$0	\$440,000	\$34,148,750	\$5,409,203	\$12,899,864	\$52,457,817
012 QUINNS RECREATION COMPLEX	\$951,239	\$387,315	\$6,000	\$0	\$0	\$1,344,554	\$0	\$-5,341,968	\$-3,997,414
021 POLICE SPECIAL REVENUE FUND	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
022 DRUG CONFISCATIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
031 CAPITAL IMPROVEMENT FUND	\$0	\$0	\$45,873,694	\$0	\$0	\$45,873,694	\$5,745,118	\$2,188,396	\$53,807,208
038 EQUIPMENT REPLACEMENT CIP	\$0	\$0	\$1,285,600	\$0	\$0	\$1,285,600	\$0	\$59,075	\$1,344,675
051 WATER FUND	\$3,307,652	\$3,835,138	\$40,376,046	\$4,524,604	\$100,000	\$52,143,440	\$1,766,502	\$17,229,219	\$71,139,161
052 STORM WATER FUND	\$709,440	\$308,000	\$471,500	\$0	\$0	\$1,488,940	\$120,793	\$352,719	\$1,962,452
055 GOLF COURSE FUND	\$950,807	\$508,435	\$126,565	\$32,377	\$0	\$1,618,184	\$141,090	\$901,501	\$2,660,775
057 TRANSPORTATION & PARKING FUND	\$9,834,156	\$2,219,594	\$4,514,762	\$0	\$0	\$16,568,651	\$3,426,017	\$8,362,023	\$28,356,552
058 PARKING FUND	\$960,441	\$747,900	\$196,000	\$0	\$0	\$1,904,341	\$6,000	\$1,349,190	\$3,259,531
062 FLEET SERVICES FUND	\$991,831	\$1,954,899	\$0	\$0	\$0	\$2,946,730	\$0	\$1,184,031	\$4,130,761
064 SELF INSURANCE FUND	\$0	\$1,633,060	\$0	\$0	\$0	\$1,633,060	\$0	\$371,245	\$2,004,305
070 SALES TAX REV BOND - DEBT SVS FUND	\$0	\$0	\$0	\$5,037,565	\$0	\$5,037,565	\$0	\$9,172,072	\$14,209,637
071 DEBT SERVICE FUND	\$0	\$0	\$0	\$5,307,335	\$0	\$5,307,335	\$0	\$1,530,403	\$6,837,738
Total Park City Municipal Corporation	\$41,671,643	\$20,837,636	\$93,349,545	\$14,901,881	\$540,000	\$171,300,706	\$16,614,723	\$50,257,770	\$238,173,199
Park City Redevelopment Agency									
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$32,668	\$676,300	\$0	\$0	\$0	\$708,968	\$2,092,532	\$1,565,596	\$4,367,096
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$0	\$455,000	\$0	\$0	\$0	\$455,000	\$690,000	\$727,511	\$1,872,511
033 REDEVELOPMENT AGENCY-LOWER PRK	\$0	\$0	\$3,135,000	\$0	\$0	\$3,135,000	\$706,715	\$1,252,093	\$5,093,808
034 REDEVELOPMENT AGENCY-MAIN ST	\$0	\$0	\$30,000	\$0	\$0	\$30,000	\$805,006	\$299,429	\$1,134,435
Total Park City Redevelopment Agency	\$32,668	\$1,131,300	\$3,165,000	\$0	\$0	\$4,328,968	\$4,294,253	\$3,844,629	\$12,467,850
Municipal Building Authority									
035 BUILDING AUTHORITY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$429,917	\$429,917
Total Municipal Building Authority	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$429,917	\$429,917
Park City Housing Authority									
Total Park City Housing Authority									
TOTAL	\$41,704,311	\$21,968,936	\$96,514,545	\$14,901,881	\$540,000	\$175,629,674	\$20,908,976	\$54,532,316	\$251,070,966

All Funds Combined

Revenue	Actual FY 2018	Actual FY 2019	YTD Actual FY 2020	Original FY 2020	Adjusted FY 2020	Collection % FY 2020
RESOURCES						
Property Taxes	\$21,149,343	\$21,368,077	\$517,928	\$21,375,032	\$21,375,032	2%
Sales Tax	\$26,024,963	\$29,273,042	\$3,975,778	\$30,699,780	\$30,699,780	13%
Franchise Tax	\$3,147,847	\$3,230,881	\$693,782	\$3,262,000	\$3,262,000	21%
Licenses	\$1,387,755	\$1,395,163	\$1,176,133	\$1,147,288	\$1,147,288	103%
Planning Building & Engineering Fees	\$4,606,175	\$5,820,662	\$3,555,886	\$3,502,000	\$3,502,000	102%
Special Event Fees	\$60,697	\$178,413	\$96,799	\$264,000	\$264,000	37%
Federal Revenue	\$2,733,886	\$3,969,044	\$71,202	\$6,329,051	\$6,329,051	1%
State Revenue	\$520,528	\$518,845	\$155,548	\$428,000	\$428,000	36%
County/SP District Revenue	\$2,537,580	\$705,240	\$569,000	\$2,052,000	\$2,052,000	28%
Water Charges for Services	\$19,159,083	\$20,092,203	\$10,146,487	\$20,559,129	\$20,559,129	49%
Transit Charges for Services	\$6,247,276	\$7,425,047	\$-634,752	\$8,588,612	\$8,588,612	-7%
Cemetery Charges for Services	\$29,186	\$18,816	\$11,074	\$138,000	\$138,000	8%
Recreation	\$3,557,947	\$3,348,293	\$1,719,809	\$3,669,596	\$3,669,596	47%
Ice	\$833,126	\$828,397	\$257,026	\$865,000	\$865,000	30%
Other Service Revenue	\$57,470	\$45,786	\$27,857	\$120,292	\$120,292	23%
Library Fines & Fees	\$27,946	\$20,198	\$7,280	\$18,000	\$18,000	40%
Fines & Forfeitures	\$2,240,548	\$2,611,357	\$856,598	\$3,055,080	\$2,995,080	29%
Misc. Revenues	\$8,809,064	\$4,078,297	\$3,880,721	\$21,887,289	\$21,887,289	18%
Interfund Transactions (Admin)	\$6,187,564	\$6,821,583	\$3,200,094	\$7,122,975	\$7,122,975	45%
Interfund Transactions (CIP/Debt)	\$41,562,627	\$73,024,818	\$5,674,986	\$13,786,001	\$13,786,001	41%
Special Revenues & Resources	\$1,719,697	\$1,059,990	\$22,814	\$2,583,750	\$2,583,750	1%
Bond Proceeds	\$35,227,871	\$85,387,786		\$53,000,000	\$53,000,000	0%
Beginning Balance	\$74,767,615	\$83,191,254		\$46,678,090	\$46,678,090	0%
TOTAL	\$262,595,797	\$354,413,190	\$35,982,050	\$251,130,965	\$251,070,965	14 %

Change in Fund Balance

Fund	Actuals FY 2018	Actuals FY 2019	Original Budget FY 2020	Adjusted Budget FY 2020	Variance FY 2020	Variance % FY 2020
Park City Municipal Corporation						
011 GENERAL FUND	\$12,266,079	\$13,995,937	\$13,354,911	\$12,899,864	\$-455,047	-3%
012 QUINNS RECREATION COMPLEX	\$-4,450,108	\$-4,803,352	\$-5,341,968	\$-5,341,968	\$0	0%
021 POLICE SPECIAL REVENUE FUND	\$34,404	\$35,773	\$0	\$0	\$0	0%
022 DRUG CONFISCATIONS	\$23,168	\$23,168	\$0	\$0	\$0	0%
031 CAPITAL IMPROVEMENT FUND	\$40,859,511	\$47,522,284	\$2,188,396	\$2,188,396	\$0	0%
038 EQUIPMENT REPLACEMENT CIP	\$1,990,746	\$1,912,090	\$59,075	\$59,075	\$0	0%
051 WATER FUND	\$2,415,273	\$8,601,446	\$17,229,219	\$17,229,219	\$0	0%
052 STORM WATER FUND	\$598,027	\$717,233	\$352,719	\$352,719	\$0	0%
055 GOLF COURSE FUND	\$1,210,441	\$1,234,194	\$901,501	\$901,501	\$0	0%
057 TRANSPORTATION & PARKING FUND	\$13,647,186	\$13,034,167	\$8,362,023	\$8,362,023	\$0	0%
058 PARKING FUND	\$0	\$0	\$1,409,190	\$1,349,190	\$-60,000	-4%
062 FLEET SERVICES FUND	\$1,207,403	\$1,210,535	\$1,184,031	\$1,184,031	\$0	0%
064 SELF INSURANCE FUND	\$1,163,647	\$1,348,568	\$371,245	\$371,245	\$0	0%
070 SALES TAX REV BOND - DEBT SVS FUND	\$7,396,945	\$25,749,908	\$9,172,072	\$9,172,072	\$0	0%
071 DEBT SERVICE FUND	\$710,461	\$1,575,743	\$1,530,403	\$1,530,403	\$0	0%
Total Park City Municipal Corporation	\$79,073,183	\$112,157,694	\$50,772,817	\$50,257,770	\$-515,047	-0.01%
Park City Redevelopment Agency						
023 LOWER PARK AVE RDA SPECIAL REVENUE FUND	\$857,555	\$1,604,087	\$1,565,596	\$1,565,596	\$0	0%
024 MAIN STREET RDA SPECIAL REVENUE FUND	\$730,611	\$904,151	\$727,511	\$727,511	\$0	0%
033 REDEVELOPMENT AGENCY-LOWER PRK	\$1,026,025	\$1,774,703	\$1,252,093	\$1,252,093	\$0	0%
034 REDEVELOPMENT AGENCY-MAIN ST	\$1,073,963	\$835,780	\$299,429	\$299,429	\$0	0%
Total Park City Redevelopment Agency	\$3,688,154	\$5,118,721	\$3,844,629	\$3,844,629	\$0	0%
Municipal Building Authority						
035 BUILDING AUTHORITY	\$429,917	\$440,916	\$429,917	\$429,917	\$0	0%
Total Municipal Building Authority	\$429,917	\$440,916	\$429,917	\$429,917	\$0	0%

City Council Staff Report



PLANNING DEPARTMENT

Subject: Empire Residences First Amended and Restated Condominium Plat Amendment
Author: Hannah M. Tyler, AICP- Senior Planner
Project #: PL-19-04362
Date: December 11, 2019
Type of Item: Administrative – Condominium Plat Amendment

Summary Recommendation

Staff recommends the City Council hold a public hearing for the Empire Residences First Amended and Restated Condominium Plat Amendment and consider approval based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Description

Applicant: Empire Residences LLC
Location: 7697 Village Way
Zoning: Residential Development (RD) District as part of the Flagstaff Annexation and Village at Empire Pass Master Planned Development (MPD)
Adjacent Land Uses: Deer Valley Resort, Empire Club, condominiums, townhouses, vacant development parcels of the Village at Empire Pass Pod A and open space
Reasons for Review: Condominium plats require Planning Commission review and recommendation with final action by City Council.

Executive Summary

The building is currently under construction and the applicant is proposing the following amendments: reconfiguration of Units 102, 103, 302, 402, 403, and 601; reconfiguration of the storage units on the garage level; and assignment of the Commercial Space on Level P1 and Level 1 for property management purposes. The original Condominium Plat was approved by City Council February 1, 2018, but since the units have been pre-sold, the developer has received requests to reconfigure certain units based on the new buyer's needs. There are no proposed changes to the Unit Equivalents, Parking Spaces provided, or Building Footprint as a part of the proposed Condominium Plat. Because every sheet of the existing Empire Residences Condominium Plat is being amended, the applicant is proposing to retire the existing Condominium Plat and to replace it with the new Empire Residences First Amended and Restated Condominium Plat.

On December 11, 2019, the Planning Commission forwarded a positive recommendation to City Council.

Background

The existing Empire Residences Condominium Plat Amendment was approved by City Council on February 1, 2018 ([Staff Report, page 74](#) and [Minutes, page 10](#)). The property at 7697 Village Way is located within the Residential Development (RD) zoning district on a 0.66 acre Lot 3 of the Village at Empire Pass North Subdivision. The property [Building 3] is subject to the Village at Empire Pass Master Planned Development (VEP MPD), approved by the Planning Commission on July 28, 2004 ([Exhibit D- link to VEP MPD approval](#)). A Conditional Use Permit

(CUP) for Building 3 was approved on January 10, 2018.

Condominium Plat Approvals

The Empire Residences Condominium Plat Amendment was approved by City Council on February 1, 2018.

Conditional Use Permit

On January 10, 2019, the Planning Commission reviewed and approved a Conditional Use Permit known as the Empire Residences CUP for a 21 unit residential lodge building to be located on Lot 3 of the Village at Empire Pass North Subdivision utilizing a maximum of 24.5 Unit Equivalents (UE). An ADA unit and a deed restricted employee unit (EHU) are also proposed within the lodge building. Final approval by the Empire Pass Design Review Board was provided on October 20, 2017.

The Empire Residences CUP includes a total of 50,284 square feet (sf) of residential uses, including the ADA and EHU units. Approximately 4,500 sf of residential accessory uses (guest amenities such as owner lounge, locker rooms, and breakfast/après ski area, guest fitness, restrooms, kid's recreation areas, business center, etc.) are platted as common area within the building. These areas are for owners and guests of owners only. There are no commercial or support commercial uses within this building where non-owners/guests purchase items or services. This residential building is not a hotel and there is not a commercial kitchen. Support commercial uses for the Village are located at the Tower Club (aka Empire Club) a short walk to the south. Parking, mechanical and storage areas in the garage account for 12,944 sf. Circulation, janitor closets, and other mechanical areas/vent shafts, etc. not in the garage, account for 18,029 sf. Gross building area is approximately 85,757 sf and includes all residential units, circulation and lobby, guest amenities, parking, mechanical and vents, storage, and other (office, housekeeping, etc.).

Submittal

On October 21, 2019, the City received an application for the Empire Residences First Amended and Restated Condominium Plat Amendment. The application was deemed complete on October 31, 2019. The proposed condominium plat memorializes density, size and configuration of proposed units and identifies areas of private and common ownership.

Purpose of the RD Zone

The purpose of the Residential Development (RD) Zoning District can be found [here](#).

Analysis

The proposed Condominium Plat Amendment has been reviewed for compliance with the following Land Management Code Sections: 15-4-12, 15-7.1-3(C), 15-12- 15(B)(9). The zoning for the condominium plat is Residential Development (RD) subject to the VEP MPD and Empire Residences CUP. The exterior of the structure will not change as a result of the proposed condominium plat; however, compliance with the RD Zoning District and the VEP MPD was confirmed as described Exhibit H. The proposed changes to the condominium units include:

Unit #	Existing Total Floor Area (sf)	Proposed Total Floor Area (sf) (w/ difference)	Parking required
Private Units			
Unit 102	561	0 (Eliminated)	0
Unit 103	542	1,169 (+ 627 sf)	2
Unit 104	2,521	2,532 (+11 sf)	2

Unit 201	2,199	2,190 (- 9 sf)	2
Unit 202	2,357	2,350 (- 7 sf)	2
Unit 203	2,263	2,270 (+ 7 sf)	2
Unit 204	2,585	2,580 (+ 5 sf)	2
Unit 301	2,190	2,190 (no change)	2
Unit 302	2,357	0 (Eliminated)	0
Unit 303	2,263	2,878 (+ 615 sf)	2
Unit 304	2,585	2,584 (- 1 sf)	2
Unit 401	2,199	2,190 (- 9 sf)	2
Unit 402	2,357	3,418 (+ 1,061 sf)	2
Unit 403	2,263	2,878 (- 615 sf)	2
Unit 404	3,596	3,630 (+ 34 sf)	2
Unit 501	2,199	2,190 (- 9 sf)	2
Unit 502	2,357	2,350 (- 7 sf)	2
Unit 503	2,263	2,270 (+ 7 sf)	2
Unit 601	2,993	3,023 (+ 30 sf)	2
Unit 602	3,244	3,229 (- 15 sf)	2
Unit 603	3,074	3,077 (+ 3 sf)	2
19 Total Private Residential Units	48,968	48,998	38
Unit 101 (EHU)	880	880 (no change)	1
Unit 100 (ADA)	436	447 (+ 11 sf)	1
Common residential/guest accessory amenity uses.	4,500	4,500	n/a
Common circulation, vents, mechanical, housekeeping closets, etc.	18,029	17,988 (- 41 sf)	n/a
Parking garage area (includes storage, mechanical, in the garage)	12,944	12,944	n/a
Gross building area, including all residential, guest accessory, circulation, storage, mechanical, and parking garage.	85,757	85,757	n/a

The condominium plat identifies 19 private residential units totaling 48,998 sf, and 24.499 UE. The units range in area from 1169 sf to 3630 sf with an average unit area of 2,578.8 sf. The VEP MPD allows for a 25% reduction in parking. With the 25% reduction, this equates to a parking obligation of 30 parking stalls. An underground parking structure provides 30 parking spaces, including 2 ADA spaces, as well as limited common storage areas for each unit. Three surface spaces are provided at the drop off area in the front. Parking is identified as limited common and common, with one space assigned to each unit. Total building area is 85,757 sf.

Staff finds good cause for this condominium plat as it is consistent with density and uses

identified in the approved Master Planned Development and Empire Residences CUP. The condominium plat allows for the sale of individual units and provides one affordable housing unit on site.

Department Review

This project has gone through an interdepartmental review. Issues brought up at that time, including impact fee updates have been added and/or revised. As conditioned, no further issues remain.

Notice

On November 27, 2019, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on November 23, 2019.

Public Input

Staff has not received public input on the condominium plat at the time of this report.

Alternatives

- City Council may approve the Empire Residences First Amended and Restated Condominium Plat Amendment as conditioned or amended, or
- City Council may deny the Empire Residences First Amended and Restated Condominium Plat Amendment and direct staff to make Findings for this decision, or
- City Council may continue the item to a date certain.

Significant Impacts

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

Consequences of not taking the Suggested Recommendation

The units would have to remain as-is.

Good Cause

The proposed Condominium Plat Amendment has been reviewed for compliance with the following Land Management Code Sections: 15-4-12, 15-7.1-3(C), 15-12- 15(B)(9). Staff finds good cause for this condominium plat as it is consistent with density and uses identified in the approved Master Planned Development and Empire Residences CUP. The condominium plat allows for the sale of individual units and provides one affordable housing unit on site.

Recommendation

Staff recommends the City Council hold a public hearing for the Empire Residences First Amended and Restated Condominium Plat Amendment and consider approval based on the findings of fact, conclusions of law and conditions of approval as found in the draft ordinance.

Exhibits

Ordinance

Exhibit A: Proposed plat

Exhibit B: Applicant's letter

Exhibit C: Existing Empire Residences Condominium Plat Amendment

[Exhibit D: Village at Empire Pass Planned Development \(VEP MPD\) approval \(link\)](#)

[Exhibit E: Flagstaff Development Agreement \(link\)](#)

[Exhibit F: Technical reports \(link\)](#)

Exhibit G: Aerial photo

Exhibit H: Land Management Code and VEP MPD Compliance Chart

Draft Ordinance No. 2019-63

AN ORDINANCE APPROVING THE EMPIRE RESIDENCES FIRST AMENDED AND RESTATED CONDOMINIUM PLAT LOCATED AT 7697 VILLAGE WAY, PARK CITY, UTAH.

WHEREAS, the owners of the property known as the Empire Residences Condominiums, located at 7697 Village Way, petitioned the City Council for approval of the Empire Residences First Amended and Restated Condominium plat; and

WHEREAS, on November 27, 2019, the property was properly posted and legal notice was sent to all affected property owners; and

WHEREAS, on November 23, 2019, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on December 11, 2019, to receive input on the Empire Residences First Amended and Restated Condominium plat;

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

WHEREAS, the City Council on December 19, 2019, held a public hearing and took final action on the condominium plat; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Empire Residences First Amended and Restated Condominium plat consistent with the Village at Empire Pass Master Planned Development Agreement and the Empire Residences Conditional Use Permit.

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 Empire Residences First Amended and Restated Condominium 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 subject to the Flagstaff Mountain Annexation and Development Agreement approved by City Council per Resolution No. 99-30 on June 24, 1999 and amended on March 2, 2007.
2. 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 for the annexation area.
3. On July 28, 2004, the Planning Commission approved a Master Planned Development for the Village at Empire Pass (VEP MPD) (Pods A and B1) within the Flagstaff Mountain Annexation and Development area. The MPD (also known as the Mountain Village) was later amended to include Pod B2 (Montage and B2 East).
4. The Mountain Village (Pods A, B1 and B2) was approved for a maximum of 785 UE of multi-family (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units.

5. To date approximately 382 multi-family units (588.742 UE) (of which 52 are PUD style units) and 16 single family units have been platted and/or built (including the One Empire Pass units currently under construction) within Pods A, B1 and B2.
6. Constructed lodge style buildings include Shooting Star, Silver Strike, Flagstaff, Arrowleaf A and B, and Grand Lodge. Building 5 is under construction as One Empire Pass. Lodge buildings still to be approved within Pod A are: Tower Residences (Building 1), Building 3 (subject property) and Building 4.
7. There is sufficient density remaining within the VE MPD for the proposed 21 units (24.5 UE).
8. Approximately 540 certificates of occupancy have been issued for the entire Flagstaff Annexation and Development area (Pods A, B1, B2, and D). According to the Annexation and Development Agreement, 15 AUE of affordable housing obligations come due for each 150 UE certificates of occupancy. The next housing obligation trigger point is 600 UE certificates of occupancy, when 60 AUE are required to be complete. As of now 104 affordable units are completed and have certificates of occupancy (89 units are off-mountain and 15 units are on-mountain).
9. As part of the Empire Residences CUP 1.1 AUE (880 sf) is required by the subdivision plat for this lot. The affordable unit consists of 880 sf (not including dedicated storage areas) and is designated as private area and can be sold as an affordable unit or used for long term rental to qualified workers consistent with the Flagstaff Housing Mitigation Plan and applicable housing resolutions.
10. The property is located at 7697 Village Way.
11. Access to the property is from Village Way, a private street.
12. The property is subject to subdivision plat notes that require compliance with the Flagstaff Annexation and Development Agreement, approval of a Conditional Use Permit for each lodge building prior to issuance of a building permit, a declaration of condominium and a record of survey plat prior to individual sale of units, membership in the Empire Pass Master HOA, a 20' snow storage easement along the street frontages, water efficient landscaping, and various utility and maintenance provisions.
13. A Conditional Use Permit (CUP) for the building was approved on January 10, 2018.
14. The Empire Residences Condominium Plat Amendment was approved by City Council on February 1, 2018.
15. On October 21, 2019, the City received an application for the Empire Residences First Amended and Restated Condominium Plat Amendment. The application was deemed complete on October 31, 2019.
16. On December 11, 2019, the Planning Commission forwarded a positive recommendation to City Council.
17. On November 7, 2019 the City Council held a Study Session to consider the Historic Preservation obligations of Developers under the Flagstaff Development Agreement and compliance responsibilities.
18. At the November 7, 2019 Study Session, Council was presented with a Planning Department Staff Report which summarized an October 2019 report by SWCA Environmental Consultants titled Historic Preservation Plan Update for Flagstaff Mountain Resort in Park City.
19. The October 2019 SWCA Report and the November 7 Staff Report identified current deficiencies in historic preservation obligations and mitigation and/or maintenance work needed (Nov. 7 Staff Report Tables 2-5 and 9), identified additional suggested historic preservation work needed (Nov. 7 Staff Report Table 6), and found that immediate stabilization was needed on the Judge Mining and Smelting Building before the coming winter.
20. No decisions were made by Council at the November 7, 2019 Study Session and Council stated that the issues would be further addressed at a future work session. However, Council indicated that preservation of the historic mine site structures was a priority for the

Council. Also, that applications before the Planning Commission should continue to be addressed on a case-by-case basis.

21. City Council stated at the November 7, 2019 Study Session their desire to proactively work with responsible parties via a new Memorandum of Agreement to achieve compliance with the obligations of the Flagstaff Annexation and Development Agreement and Technical Reports 5 & 6, including continuing maintenance.
22. The currently proposed Memorandum of Agreement (MOA) has not yet been executed and its terms have not yet been finalized.
23. In the currently proposed MOA, developers Storied and REDUS agree in paragraph 3(b) to provide \$40,000 each into escrow for costs incurred by the Association to stabilize the Judge Mining and Smelting Building. This amount has not yet been determined to be adequate.
24. The proposed condominium plat memorializes the density, size and configuration of units to be construction in one phase and identifies areas of private, common and limited common ownership.
25. The building is currently under construction and the applicant is proposing the following amendments: reconfiguration of Units 102, 103, 302, 402, 403, and 601; reconfiguration of the storage units on the garage level; and assignment of the Commercial Space on Level P1 and Level 1.
26. Based on the unit sizes, a minimum of 30 parking spaces are required when taking into consideration the 25% parking reduction required by the Flagstaff Development Agreement and MPD.
27. An underground parking structure provides 30 parking spaces, including 2 ADA spaces, as well as limited common storage areas for each unit. Three surface spaces are provided for a total of 33 parking spaces.
28. Each unit has one assigned limited common parking space and the remaining spaces are common.
29. The plat is consistent with the approved Village at Empire Pass Master Planned Development and the Empire Residences Conditional Use Permit in terms of density, height, uses, setbacks, and parking.
30. A Master Homeowners Association document and Maintenance Agreement for the Mountain Village were reviewed and approved by the City prior to issuance of building permits for buildings within the Mountain Village. This property is also subject to these documents, in addition to any declaration of condominium and CCRs recorded with the condominium plat.

Conclusions of Law:

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

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the amended condominium 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 for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.

3. Conditions of approval of the Village at Empire Pass Master Planned Development (MPD) and the Empire Residences Conditional Use Permit (CUP) apply to this plat and a note shall be added to the plat prior to recordation referencing that conditions of approval of the Village at Empire Pass MPD, Village at Empire Pass North Subdivision, and the Empire Residences CUP continue to apply to this condominium plat.
4. All applicable recorded public utility and access easements shall be indicated on this condominium plat prior to recordation.
5. The deed restricted employee housing unit (EHU) shall be a minimum of 880 sf, exclusive of additional storage area to be dedicated to this unit, to meet the plat note requirement of 1.1 AUE for this lot. One AUE is equivalent to 800 sf according to the Development Agreement. The ADA unit shall be platted as common area.
6. A deed restriction for the EHU unit, acceptable to the City, shall be recorded prior to plat recordation. The deed restriction shall outline and resolve any issues or concerns that may have come up on other affordable units platted as private. The plat shall note that the EHU is subject to a deed restriction.
7. The CCRs shall limit the HOA dues related to the deed restricted employee housing unit (EHU) in order to ensure the Unit remains affordable. The CCRs shall reflect a lower par-value to reflect the reduced cost of the unit (or exempt the unit from HOA fees) to ensure that the unit doesn't lose its affordability due to HOA fees. The CCRs shall be submitted with the condominium plat for review and approval by the City prior to final condominium plat recordation.
8. The ADA unit shall be platted as Common Area.

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

PASSED AND ADOPTED this ____ day of December, 2019.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Exhibit A – Condominium plat

SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner, EMPIRE RESIDENCES FIRST AMENDED AND RESTATED, a Utah Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

LEGAL DESCRIPTION

ALL OF UNITS 100 (ADA), 101, 102, 103, 104, 201, 202, 203, 204, 301, 302, 303, 304, 401, 402, 403, 404, 501, 502, 503, 601, 602 and 603 contained in the EMPIRE RESIDENCES, a Utah Condominium Project, together with an appurtenant undivided interest in and to the common areas and facilities of the project, as the same are identified and established in the record of Survey Map recorded August 31, 2018, as Entry No. 1097704, and in the Declaration of Condominium for EMPIRE RESIDENCES, recorded August 31, 2018, as Entry No. 1097705, in Book 2477, at Page 748, of the Official Records in the Office of the Summit County Recorder.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL BY THESE PRESENTS THAT, EMPIRE RESIDENCES, LLC, a Utah limited liability company, the owner of the tract of land described herein as EMPIRE RESIDENCES FIRST AMENDED AND RESTATED, a Utah Condominium Project, located on said tract of land, hereby certifies that it has caused this survey to be made and this Condominium Plat to be prepared, and does hereby consent to the recordation of this Plat and submit this property to the Utah Condominium Ownership Act.

The owner certifies that the Units shown on this plat, but not constructed at the time the plat was recorded, will, when completed, be in conformance with the approved Master Planned Development, Declaration of Condominium, recorded concurrently herewith, and the Land Management Code of Park City Municipal Corporation.

In witness whereof the undersigned has executed this certificate and dedication this ____ day of _____, 2020.

EMPIRE RESIDENCES, LLC
a Utah limited liability company

By: TCC Empire, LLC, a Utah limited liability company
its Managing Member

By: _____
F. Lynn Padan, Manager

ACKNOWLEDGMENT

State of _____)
County of _____) ss.

On this ____ day of _____, 2020, F. Lynn Padan personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of TCC Empire, LLC, a Utah limited liability company, managing member of Empire Residences, LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement, or Resolution of its Members, and he acknowledged to me that he executed EMPIRE RESIDENCES FIRST AMENDED AND RESTATED condominium plat.

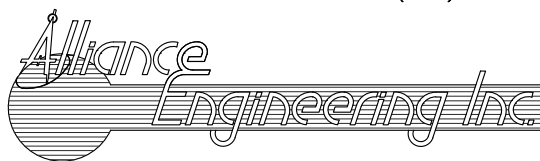
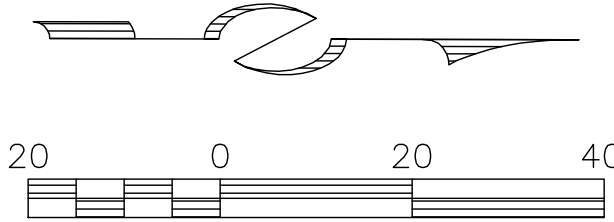
A Notary Public commissioned in _____ Residing in: _____
Printed Name _____ My commission expires: _____

NOTES:

- This plat is subject to the Conditions of Approval in Ordinance 2020-_____.
- The dimensions of the private spaces and square footage calculations are based on drawings supplied by Beecher Walker Architects. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Empire Residences, a Utah Condominium Project. Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
- All areas outside of the building and within the property boundary are designated as common area unless specified otherwise as limited common area on Sheets 2 through 6 of this condominium plat.
- All common structural elements are designated as Common Areas and Facilities, as described in the Declaration of Condominium.
- Building ties on this sheet are from the property line to the building foundation wall as shown.
- All Common Areas and Facilities are dedicated as non-exclusive easements to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Service District, and Summit County for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
- Access to the units is by private roads and is not warranted or maintained by Park City.
- 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.
- The units of the Empire Residences Condominium Development are served by a Common Private Lateral Wastewater Line. The Empire Pass Master Owners Association, Inc. (the "Master Association") shall be responsible for the operation and replacement of said Private Lateral Wastewater Line serving Empire Residences. The cost of such maintenance and replacement shall be paid by the Empire Residences Owners Association, Inc. as part of the common expenses.
- Empire Residences hereby grants a non-exclusive resort and access easement over the approximately west twenty feet (20'), as depicted on this plat as the "Cable UDOT Setback" for the benefit of adjacent Lot 4, Village at Empire Pass North Subdivision to allow ski lift maintenance access and the right to conduct resort activities, including to locate movable safety fences.
- This plat 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:
 - Agreement and Covenant of Cooperation (Ski Access/Storm Drainage), Entry No. 665956, Summit County Recorder's Office which affects Lot 2, Village at Empire Pass North Subdivision and Empire Residences of this plat.
 - Right-Of-Way and Easement Grant (Gas Utility), Entry No. 755686, Summit County Recorder's Office.
 - Grant of Access Easement (Sewer Utility), Entry No. 850350, Summit County Recorder's Office.
 - Grant of Easement (Sewer Utility), Entry No. 716688, Summit County Recorder's Office.
 - Grant of Easement (Storm Drain Facilities), Entry No. 716459, Summit County Recorder's Office.
 - Reciprocal Easement Agreement (Resort and Access), recorded June 26, 2017, as Entry No. 1072158, in Book 2415 at Page 1416, Summit County Recorder's Office, 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.
- A ten foot (10') wide snow storage easement is hereby dedicated to the Master Association and the public along the private road frontage.
- 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.
- At the time of resurfacing of Village Way, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District Standards. Prior notification of the adjustments and inspection by SBWRD is required.
- Fire sprinklers will be required within the dwelling.
- ADA/EHU Unit: Deed Restricted Employee/Affordable Housing Unit (EHU).
ADA UNIT on Level One is designed as an ADA unit.
EHU UNIT on Level One is designed as an Employee/Affordable Housing unit.
- All conditions of approval of the Village at Empire Pass (Pod A) Master Planned Development, Village at Empire Pass North Subdivision, approved in Ordinance 2017-30, and recorded January 23, 2018, as Entry No. 1085414, and the Empire Residences Conditional Use Permit, dated January 10, 2018, shall continue to apply.
- Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on this property.
- This plat records a total of 48,998 square feet of residential unit area that is subject to the Unit Equivalent (UE) representing 24.499 UE.
- The EHU is subject to a deed restriction, recorded on August 31, 2018 as Entry No. 1097707.

EMPIRE RESIDENCES FIRST AMENDED AND RESTATED

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21 & THE NORTHEAST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____

DAY OF _____, 2020

BY _____
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS
DAY OF _____, 2019

BY _____
CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____
DAY OF _____, 2020

BY _____
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS _____
DAY OF _____, 2020

BY _____
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS ____ DAY OF _____, 2020

BY _____
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THIS ____ DAY OF _____, 2020

BY _____
PARK CITY RECORDER

RECORDED

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

FEE RECORDER
TIME _____ DATE _____ ENTRY NO. _____



LIMITED COMMON OWNERSHIP ASSIGNMENT

UNIT NUMBER	PARKING STALL	STORAGE UNIT	SKI LOCKER
100 (ADA)	P-20	-	SL-16
101 (EHU)	P-16	-	-
103	P-01	SU-01	SL-08
104	P-09	SU-09	SL-11
201	P-04	SU-04	SL-03
202	P-30	SU-30	SL-04
203	P-14	SU-14	SL-09
204	P-24	SU-24	SL-18
301	P-27	SU-27	SL-01
303	P-23	SU-23	SL-06
304	P-22	SU-22	SL-10
401	P-25	SU-25	SL-13
402	P-02	SU-02	SL-14
403	P-06	SU-06	SL-21
404	P-10	SU-10	SL-15
501	P-28	SU-28	SL-19
502	P-29	SU-29	SL-05
503	P-03	SU-03	SL-20
601	P-05	SU-05	SL-02
602	P-26	SU-26	SL-07
603	P-21	SU-21	SL-12

COMMERCIAL SPACE SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
CS-01	162 SF
CS-02	11 SF
CS-03	159 SF
CS-04	37 SF
CS-05	127 SF
CS-06	162 SF
CS-07	43 SF

LEVEL 1 SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
100 (ADA)	447 SF
101 (EHU)	880 SF
103	1,169 SF
104	2,532 SF

OWNERSHIP LEGEND

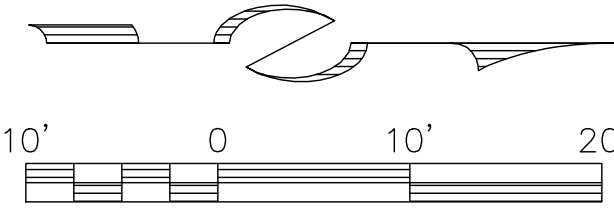
- COMMON AREA
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP
- COMMERCIAL SPACE
- COMMON ACCESS AREA

ABBREVIATION LEGEND

- ELEV. = ELEVATOR
- MECH. = MECHANICAL
- EHU = EMPLOYEE/AFFORDABLE HOUSING UNIT
- CS = COMMERCIAL SPACE
- SU = STORAGE UNIT
- SL = SKI LOCKER
- P = PARKING STALL

EMPIRE RESIDENCES
FIRST AMENDED AND RESTATED

A UTAH CONDOMINIUM PROJECT
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21 & THE NORTHEAST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



LEVEL 2
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
201	2,190 SF
202	2,350 SF
203	2,270 SF
204	2,580 SF

LEVEL 3
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
301	2,190 SF
402 (LOWER)	1,694 SF
303	2,878 SF
304	2,584 SF

OWNERSHIP LEGEND

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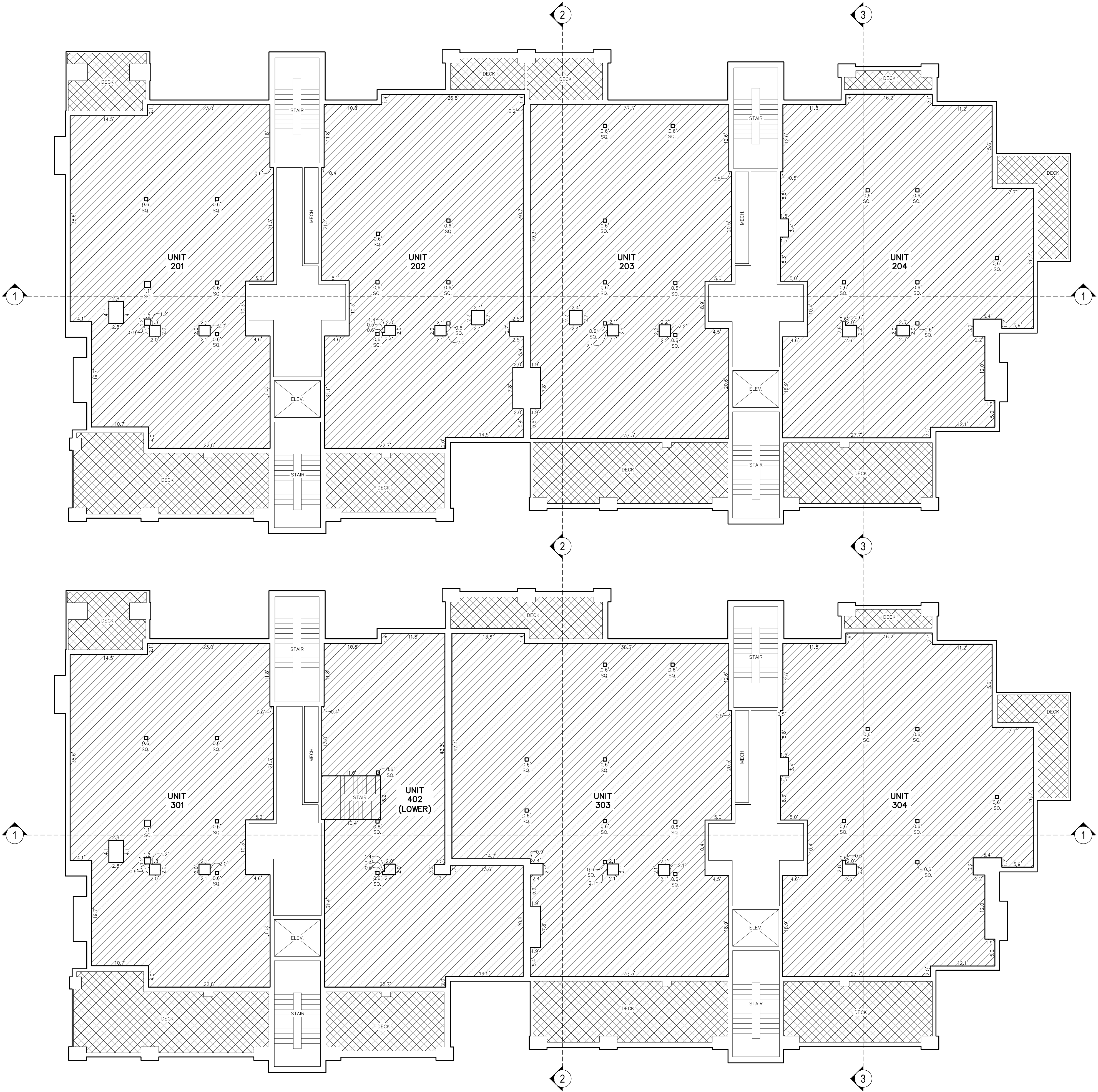
RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

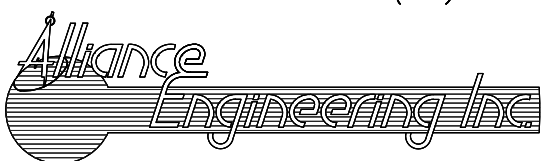
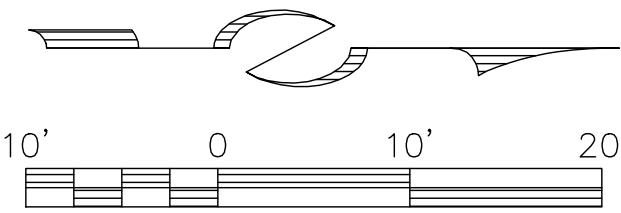
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TIME _____ DATE _____ ENTRY NO. _____



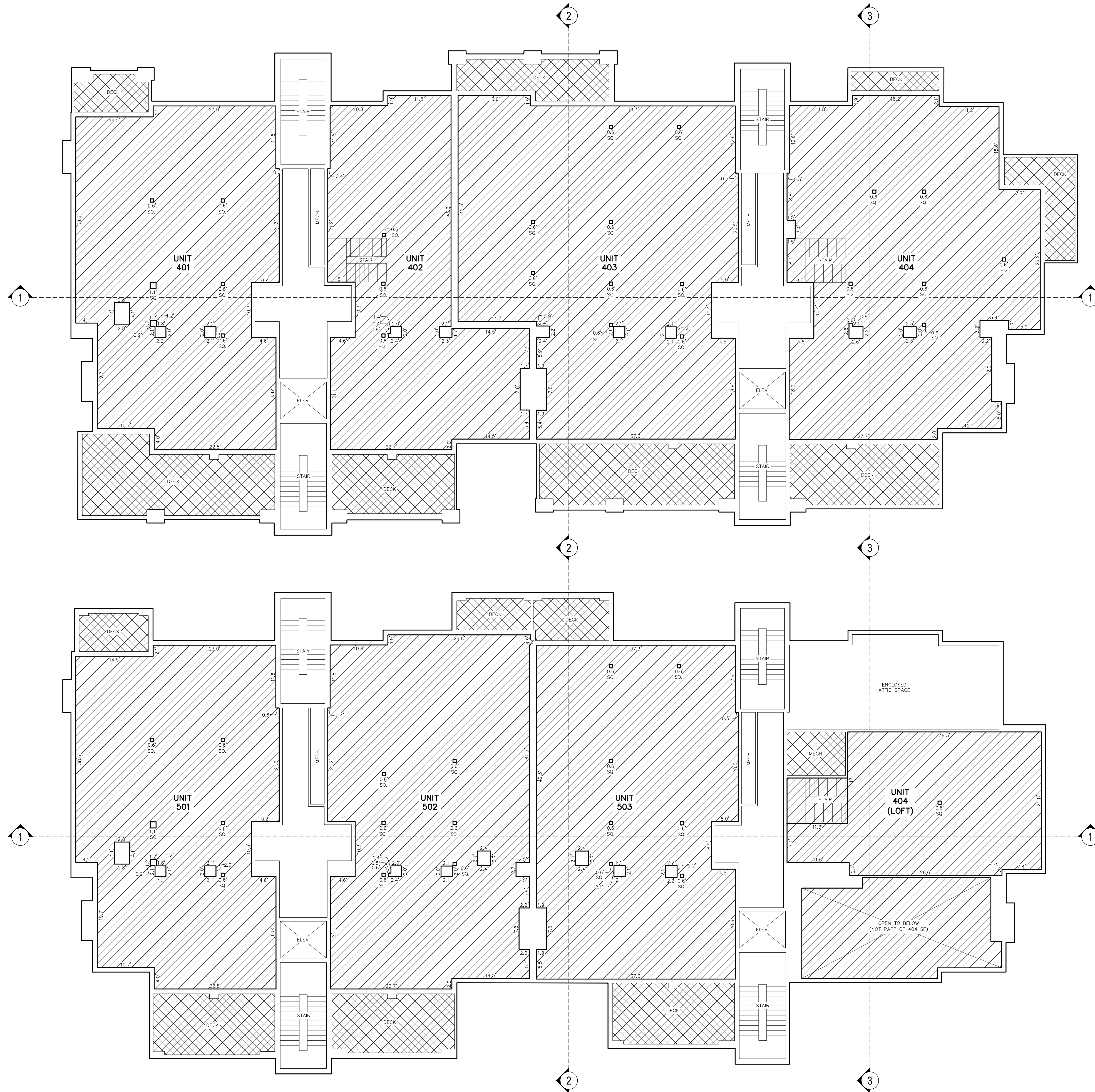
EMPIRE RESIDENCES
FIRST AMENDED AND RESTATED

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



(435) 649-9467

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



LEVEL 4
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
401	2,190 SF
402	1,724 SF
403	2,878 SF
404	2,580 SF

LEVEL 3 & 4
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
402 + 402 (LOWER)	3,418 SF

LEVEL 5
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
501	2,190 SF
502	2,350 SF
503	2,270 SF
404 (LOFT)	1,050 SF

LEVEL 4 & 5
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
404 + 404 (LOFT)	3,630 SF

OWNERSHIP LEGEND

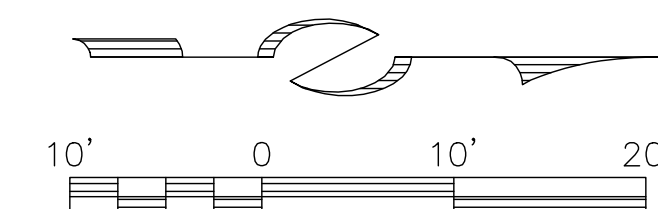
	COMMON AREA
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	LIMITED COMMON OWNERSHIP
	COMMERCIAL SPACE
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EMPIRE RESIDENCES
FIRST AMENDED AND RESTATED

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



LEVEL 6
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
PH 601	2,190 SF
PH 602	2,350 SF
PH 603	2,270 SF

LEVEL 7
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
PH 601 (LOFT)	833 SF
PH 602 (LOFT)	879 SF
PH 603 (LOFT)	807 SF

LEVEL 6 & 7
SQUARE FOOTAGE TABLE

UNIT NUMBER	SQUARE FOOTAGE
PH 601 + PH 601 (LOFT)	3,023 SF
PH 602 + PH 602 (LOFT)	3,229 SF
PH 603 + PH 603 (LOFT)	3,077 SF

OWNERSHIP LEGEND

	COMMON AREA
	PRIVATE OWNERSHIP
	LIMITED COMMON OWNERSHIP
	COMMERCIAL SPACE
	COMMON ACCESS AREA

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RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

AT THE REQUEST OF _____

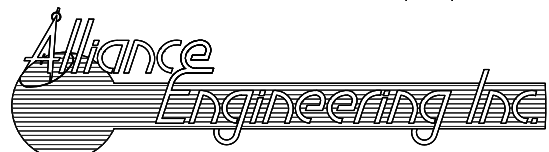
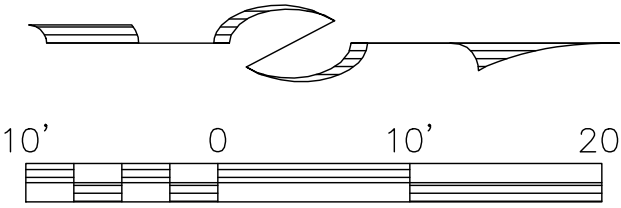
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TIME _____ DATE _____ ENTRY NO. _____



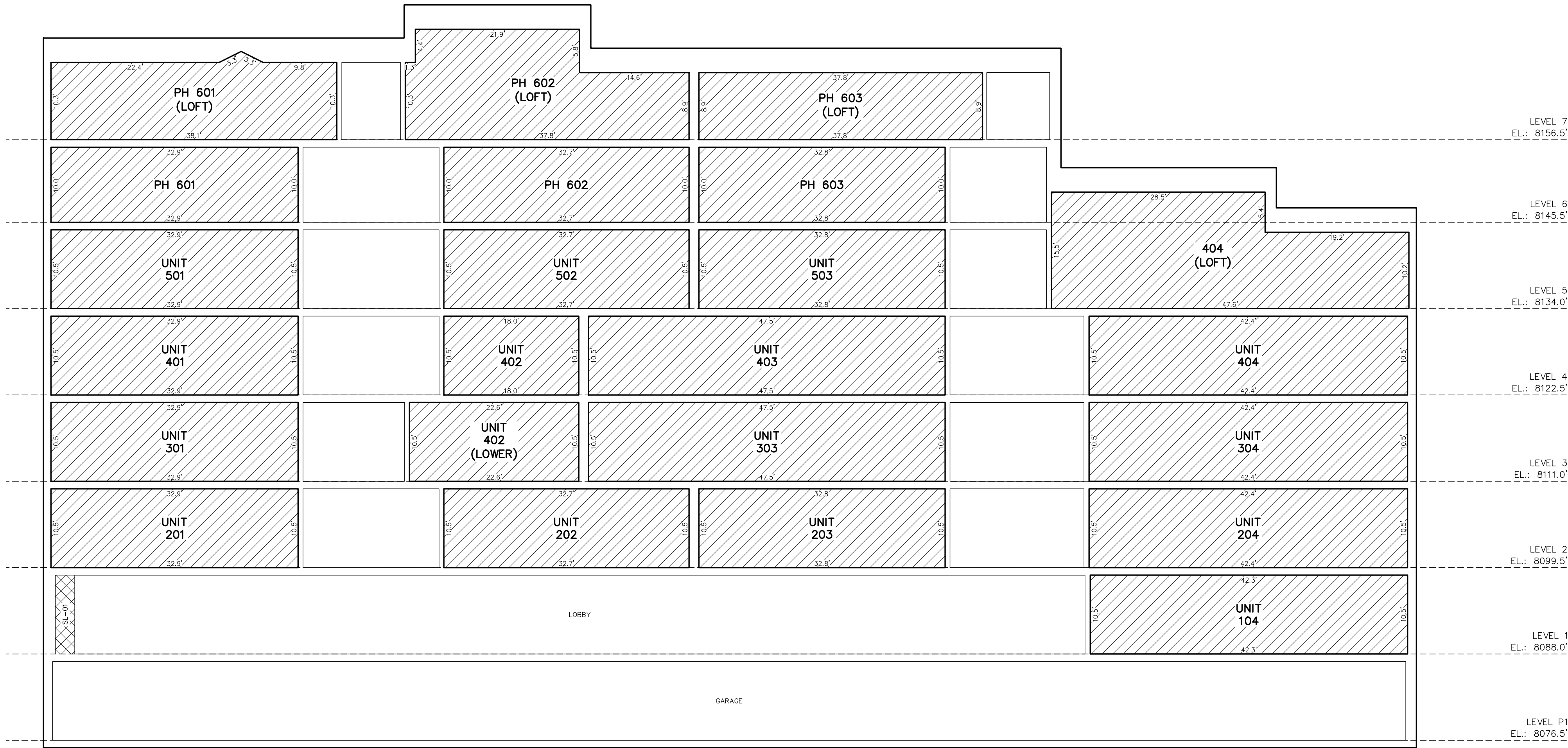
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PARK CITY, SUMMIT COUNTY, UTAH

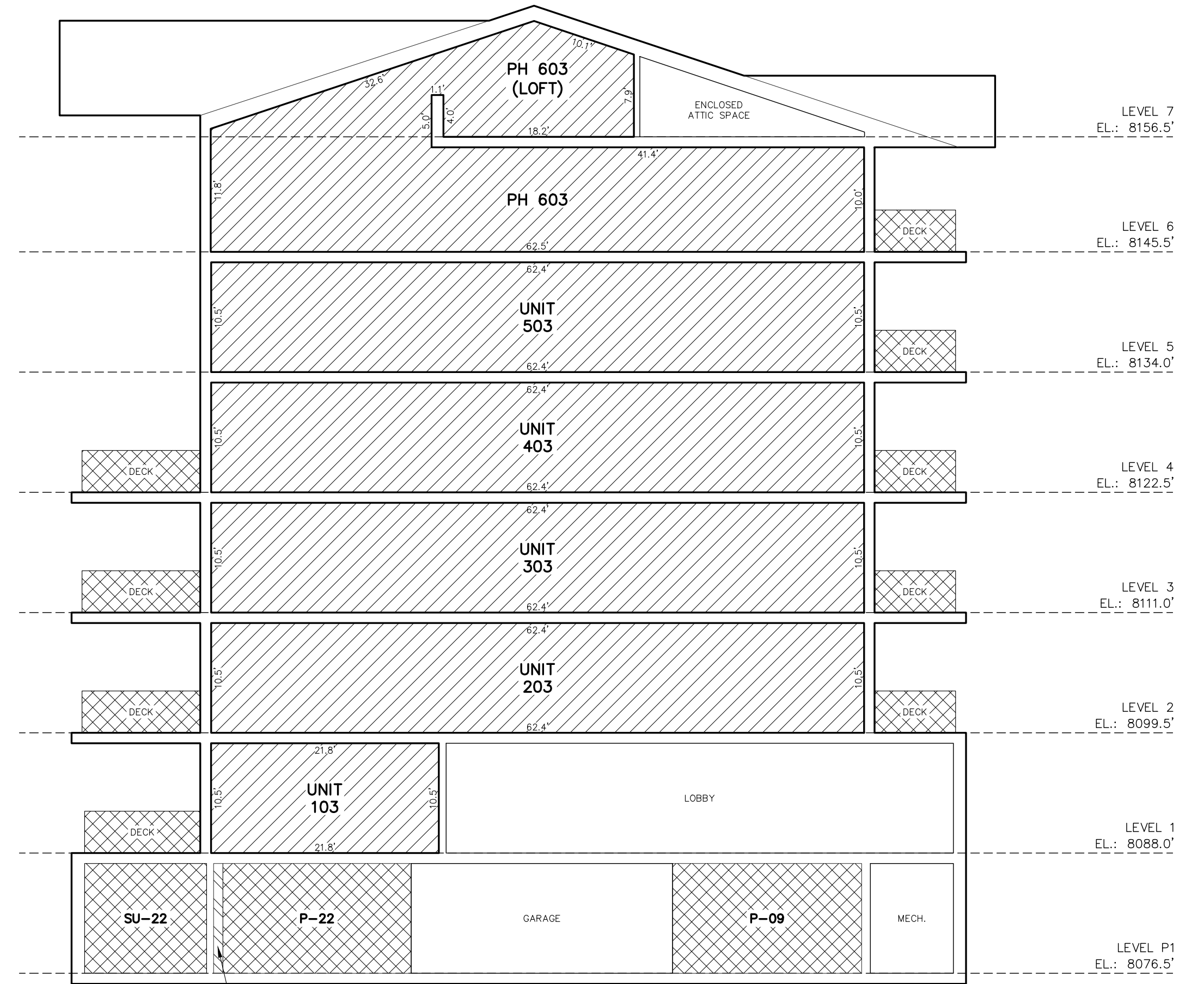


CONSULTING ENGINEERS LAND PLANNERS SURVEYORS
323 Main Street P.O. Box 2664 Park City, Utah 84060-2664

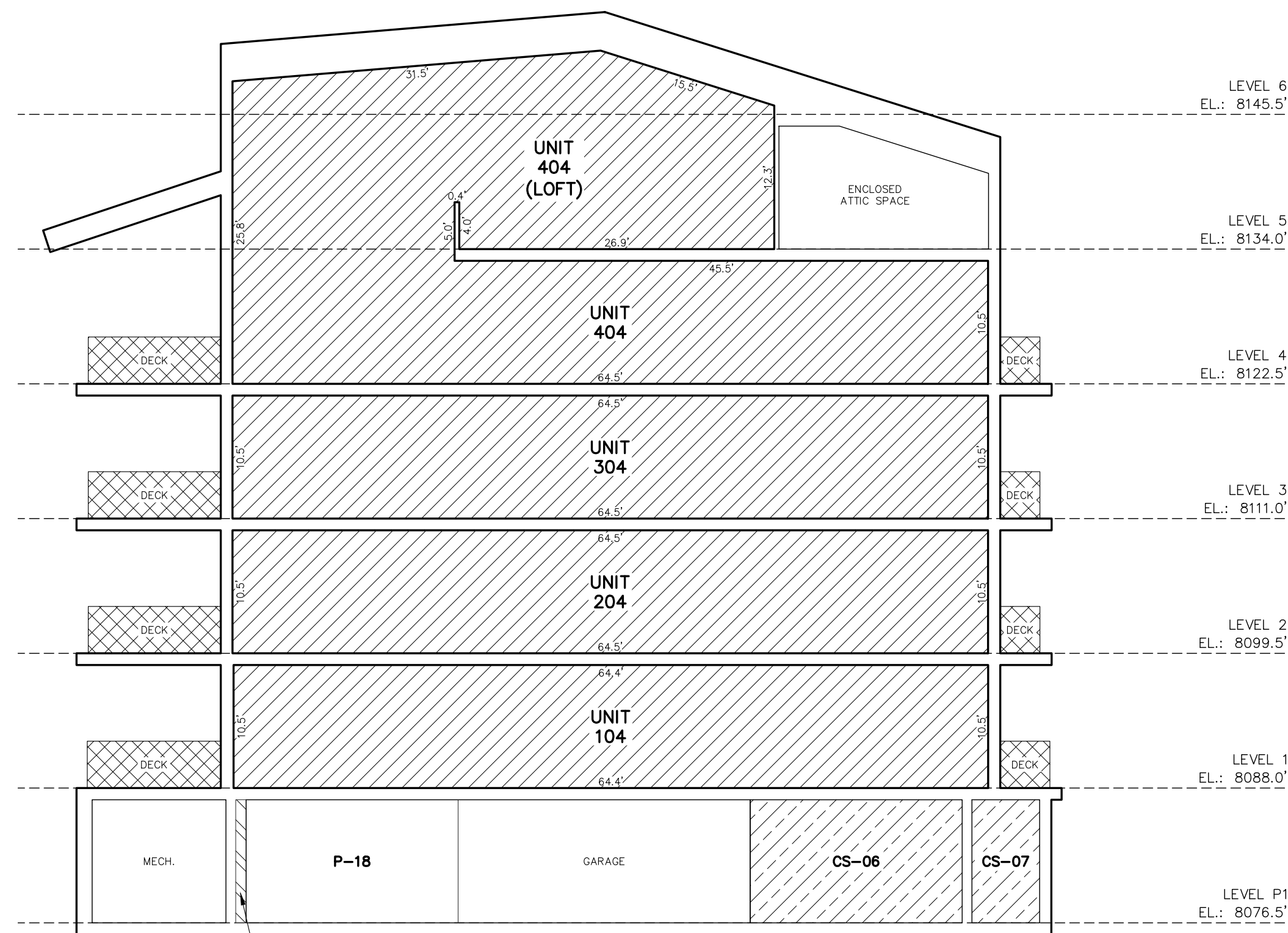
(435) 649-9467



SECTION - 1



SECTION - 2



SECTION - 3

OWNERSHIP LEGEND

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	PRIVATE OWNERSHIP
	LIMITED COMMON OWNERSHIP
	COMMERCIAL SPACE
	COMMON ACCESS AREA

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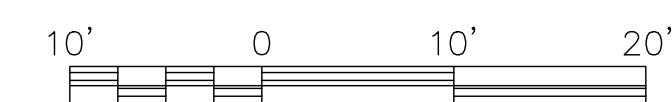
EMPIRE RESIDENCES FIRST AMENDED AND RESTATED

A UTAH CONDOMINIUM PROJECT

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 TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN

 PARK CITY, SUMMIT COUNTY, UTAH



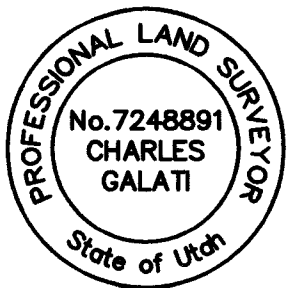
Empire Residences
7697 Village Way
Project Intent
October 16, 2019

Empire Residences is a condominium project located in Empire Pass in Upper Deer Valley and was recorded August 31, 2018, as Entry No. 1097704.

Construction has begun on the building, but as a result of requests from prospective buyers as well as some design changes by the developer, this First Amended and Restated plat amendment proposes the following changes:

- 1) Units 102 and 103 will be combined to create a new Unit 103, resulting in Unit 102 being eliminated.
- 2) Unit 302 is being eliminated to allow a lower floor for Unit 402, resulting in an change to Unit 402.
- 3) Unit 403 will be expanded into a portion of the currently platted Unit 402.
- 4) The loft area of Unit 601 has additional square footage.
- 5) The storage units on the parking level will be reconfigured to situate the storage units adjacent to the parking stalls, enabling owners to park in their respective parking spaces and load or unload their vehicle.
- 6) Commercial Space for the property management company will be assigned on Level P1 and on Level 1
- 7) All of the proposed changes are internal and will not affect the building footprint.

Even though only about one-third of the units will be changed, those changes will affect all of the currently platted six sheets. Therefore, it is proposed that the entire originally recorded plat be retired and this proposed Empire Residences-First Amended and Restated plat take its place.



SURVEYOR'S CERTIFICATE

I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 7248891 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner, EMPIRE RESIDENCES, a Utah Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

LEGAL DESCRIPTION

Lot 3 VILLAGE AT EMPIRE PASS NORTH SUBDIVISION, according to the official plat recorded January 23, 2018, as Entry No. 1085414 in the Summit County Recorder's Office.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, EMPIRE RESIDENCES, LLC, a Utah limited liability company, the owner of the tract of land described herein as EMPIRE RESIDENCES, a Utah Condominium Project, located on said tract of land, hereby certifies that it has caused this survey to be made and this Condominium Plat consisting of SIX (6) sheets to be prepared, and does hereby consent to the recordation of this Plat and submit this property to the Utah Condominium Ownership Act.

The owner certifies that the Units shown on this plat, but not under construction at the time the plat was recorded, will, when completed, be in conformance with the approved Master Planned Development, Declaration of Condominium, recorded concurrently herewith, and the Land Management Code of Park City Municipal Corporation.

In witness where of the undersigned has executed this certificate and dedication this 2nd day of August, 2018.

EMPIRE RESIDENCES, LLC
a Utah limited liability company

By: TCC Empire, LLC, a Utah limited liability company
its Managing Member

By: *F. Lynn Padon*
F. Lynn Padon, Manager

State of Utah

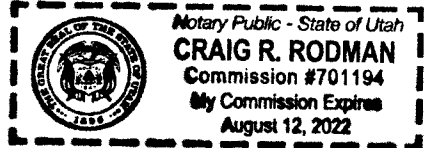
County of Summit

ACKNOWLEDGMENT

On this 2nd day of August, 2018, F. Lynn Padon personally appeared before me, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who by me duly sworn/affirmed, did say that he is the Manager of TCC Empire, LLC, a Utah limited liability company, managing member of Empire Residences, LLC, a Utah limited liability company, and that said document was signed by him on behalf of said limited liability company by authority of its Operating Agreement, or Resolution of its Members, and he acknowledged to me that he executed EMPIRE RESIDENCES

A Notary Public commissioned in Utah
Craig R. Rodman
Craig R. Rodman
Printed Name

Residing in: Park City, UT
My commission expires: 8/12/2022



NOTES:

- This plat is subject to Ordinance 2018-06.
- The dimensions of the private spaces and square footage calculations are based on drawings supplied by Beecher Walker Architects. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Empire Residences, a Utah Condominium Project. Such calculations typically differ somewhat from the square footage determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
- All areas outside of the building and within the property boundary are designated as common area unless specified otherwise as limited common area on Sheets 2 through 6 of this condominium plat.
- All common structural elements are designated as Common Areas and Facilities, as described in the Declaration of Condominium.
- Building ties on this sheet are from the property line to the building foundation wall as shown.
- All Common Areas and Facilities are dedicated as non-exclusive easements to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Service District, and Summit County for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
- Access to the units is by private roads and is not warranted or maintained by Park City.
- 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 ("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.
- The units of the Empire Residences Condominium Development are served by a Common Private Lateral Wastewater Line. The Empire Pass Master Owners Association, Inc. (the "Master Association") shall be responsible for the operation and replacement of said Private Lateral Wastewater Line serving Empire Residences. The cost of such maintenance and replacement shall be paid by the Empire Residences Owners Association, Inc. as part of the common expenses.
- 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 plat as the "Cable UDOT Setback" for the benefit of adjacent Lot 4 to allow ski lift maintenance access and the right to conduct resort activities, including to locate movable safety fences.
- This plat 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:
 - 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 plat.
 - Right-Of-Way and Easement Grant (Gas Utility), Entry No. 755686, Summit County Recorder's Office.
 - Grant of Access Easement (Sewer Utility), Entry No. 850350, Summit County Recorder's Office.
 - Grant of Easement (Sewer Utility), Entry No. 716688, Summit County Recorder's Office.
 - Grant of Easement (Storm Drain Facilities), Entry No. 716459, Summit County Recorder's Office.
 - Reciprocal Easement Agreement (Resort and Access), Entry No. 1072158, Summit County Recorder's Office, 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 private road frontage.
- 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.
- At the time of resurfacing of Village Way, the Master Association shall be responsible to adjust wastewater manholes to grade according to Snyderville Basin Water Reclamation District Standards. Prior notification of the adjustments and inspection by SBWRD is required.
- Fire sprinklers will be required within the dwelling.
- ADA/AFF Unit: Deed Restricted Employee/Affordable Housing Unit (EHU).
ADA UNIT on Level One is designed as an ADA unit.
AFF. UNIT on Level One is designed as an Affordable Housing unit.
- All conditions of approval of the Village at Empire Pass (Pod A) Master Planned Development, Village at Empire Pass North Subdivision, approved in Ordinance 2017-30, and recorded January 23, 2018, as Entry No. 1085414, and the Empire Residences Conditional Use Permit, dated January 10, 2018, shall continue to apply.
- Utility structures such as ground sleeves and transformers and other dry utility boxes must be located on this property.
- This plat records a total of 48,981 square feet of residential unit area that is subject to the Unit Equivalent (UE) representing 24.5 UE.
- The EHU is subject to a deed restriction, recorded on 8/31/2018 as Entry No. 1097707

EMPIRE RESIDENCES

A UTAH CONDOMINIUM PROJECT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 21 & THE NORTHEAST QUARTER OF SECTION 28
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

PAGE 1 OF 6

8/2/18 JOB NO.: 14-9-16 FILE: X:\Empire\dwg\arv\plat2016\140916-Emp_Res.dwg



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

SNYDERVILLE BASIN WATER RECLAMATION DISTRICT

REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS 2

DAY OF August, 2018

BY *BLG*
S.B.W.R.D.

PLANNING COMMISSION

APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 10TH DAY OF JANUARY, 2018

BY *[Signature]*
VICE CHAIR

ENGINEER'S CERTIFICATE

I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS 15TH DAY OF August, 2018

BY *[Signature]*
PARK CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS 29TH

DAY OF August, 2018

BY *[Signature]*
PARK CITY ATTORNEY

COUNCIL APPROVAL AND ACCEPTANCE

APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2018

BY *[Signature]*
MAYOR

CERTIFICATE OF ATTEST

I CERTIFY THIS CONDOMINIUM PLAT WAS APPROVED BY PARK CITY COUNCIL THIS 1ST DAY OF FEBRUARY, 2018

BY *[Signature]*
PARK CITY RECORDER

RECORDED

STATE OF UTAH, COUNTY OF SUMMIT, AND FILED

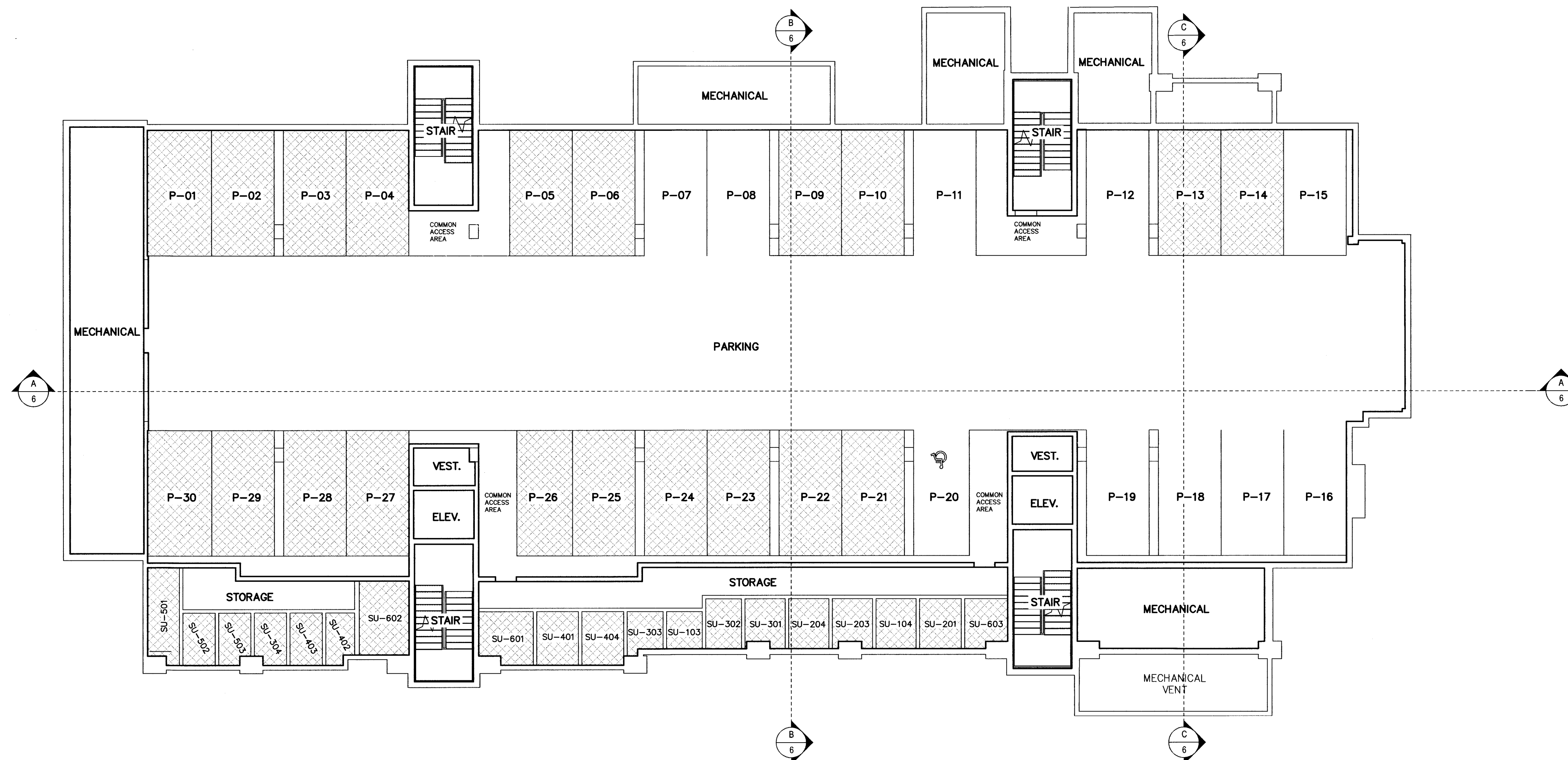
AT THE REQUEST OF *Coalition Title Agency*

\$203.00 *[Signature]* *Dept. Rec.*

FEE RECORDER

TIME 4:22:50 PM DATE 8-31-18 ENTRY NO. 1097704

EMPIRE RESIDENCES CONDOMINIUMS



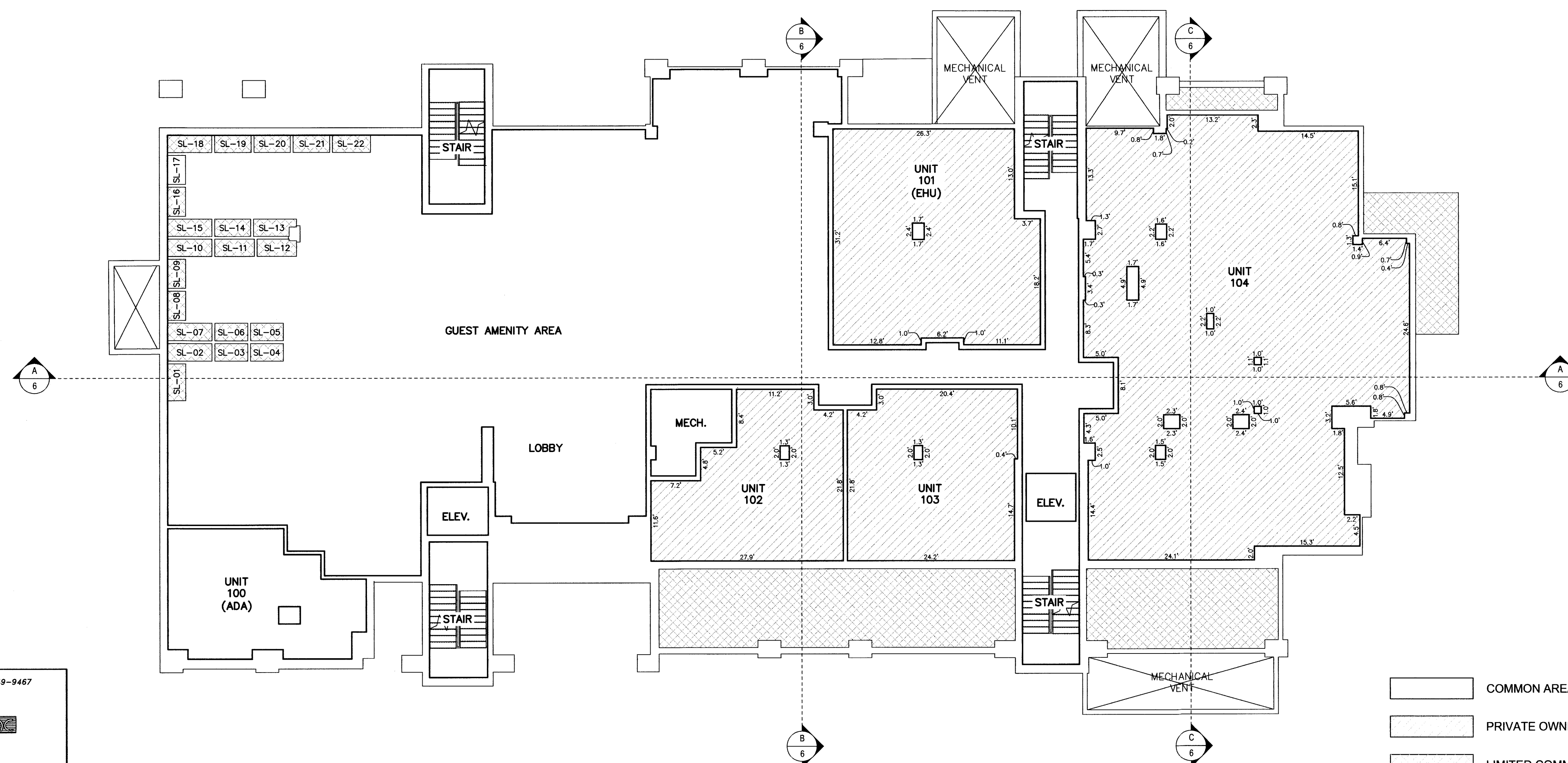
LEVEL P1
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LIMITED COMMON OWNERSHIP ASSIGNMENT

UNIT	PARKING	STORAGE UNIT	SKI LOCKER
100 (ADA)	P-20	-	SL-16
101 (EHU)	P-16	-	-
102	-	-	-
103	P-01	SU-103	SL-08
104	P-09	SU-104	SL-11
201	P-04	SU-201	SL-03
202	P-30	-	SL-04
203	P-14	SU-203	SL-09
204	P-24	SU-204	SL-12
301	P-27	SU-301	SL-01
302	P-02	SU-302	SL-05
303	P-13	SU-303	SL-06
304	P-22	SU-304	SL-10
401	P-25	SU-401	SL-13
402	P-03	SU-402	SL-14
403	P-06	SU-403	SL-22
404	P-10	SU-404	SL-15
501	P-28	SU-501	SL-19
502	P-29	SU-502	SL-20
503	P-23	SU-503	SL-21
601	P-05	SU-601	SL-02
602	P-26	SU-602	SL-07
603	P-21	SU-603	SL-18

LEGEND

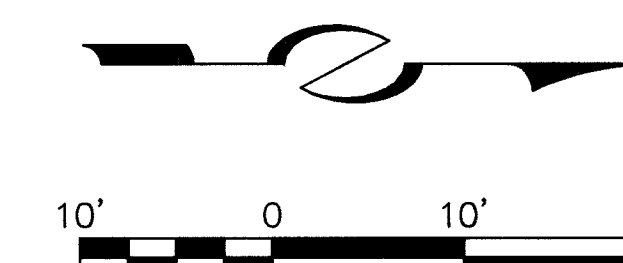
EHU = EMPLOYEE/AFFORDABLE HOUSING UNIT
ADA = AMERICAN DISABILITIES ACT
SU = STORAGE UNIT
SL = SKI LOCKER
P = PARKING



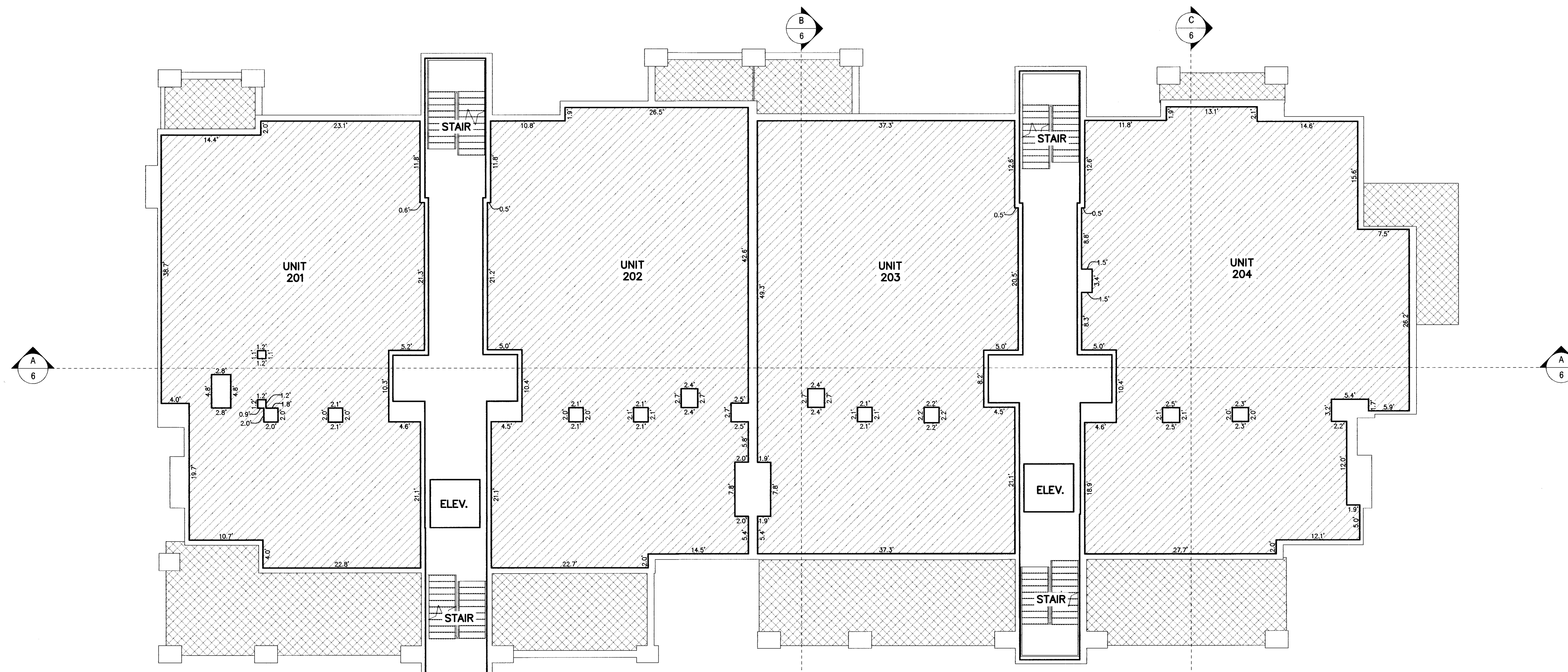
LEVEL 1
SCALE: 1" = 10'

LEVEL 1 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
100 (ADA)	447 SF
101 (EHU)	880 SF
102	537 SF
103	590 SF
104	2,532 SF



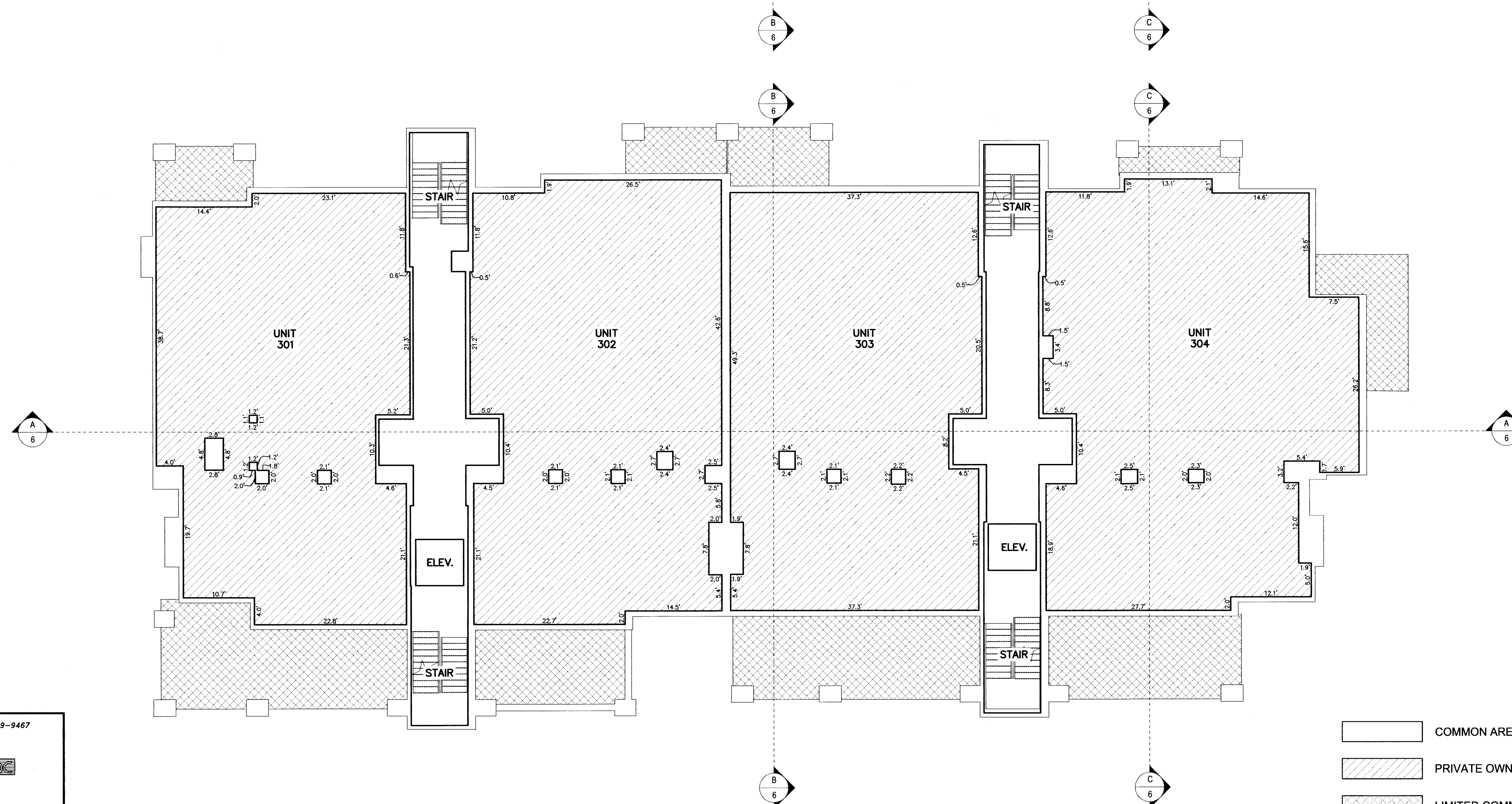
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- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP



LEVEL 2
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LEVEL 2 SQUARE FOOTAGE TABLE

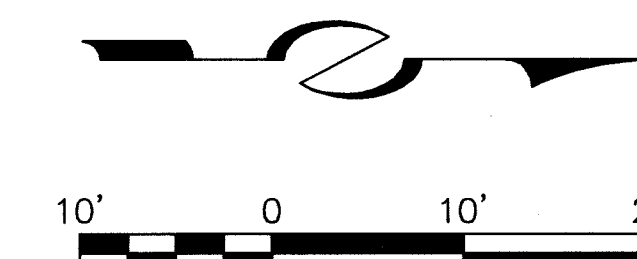
UNIT	SQUARE FOOTAGE
201	2,190 SF
202	2,350 SF
203	2,270 SF
204	2,580 SF



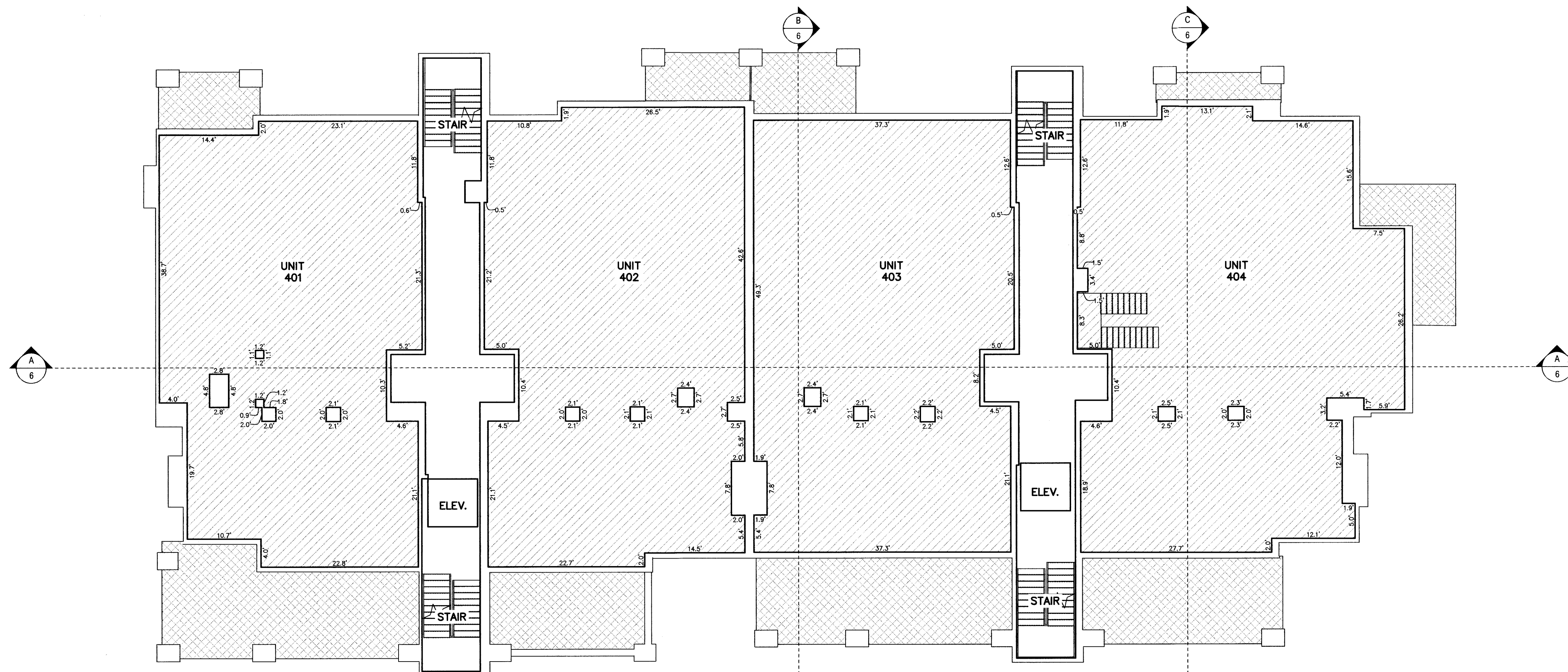
LEVEL 3
SCALE: 1" = 10'

LEVEL 3 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
301	2,190 SF
302	2,350 SF
303	2,270 SF
304	2,580 SF



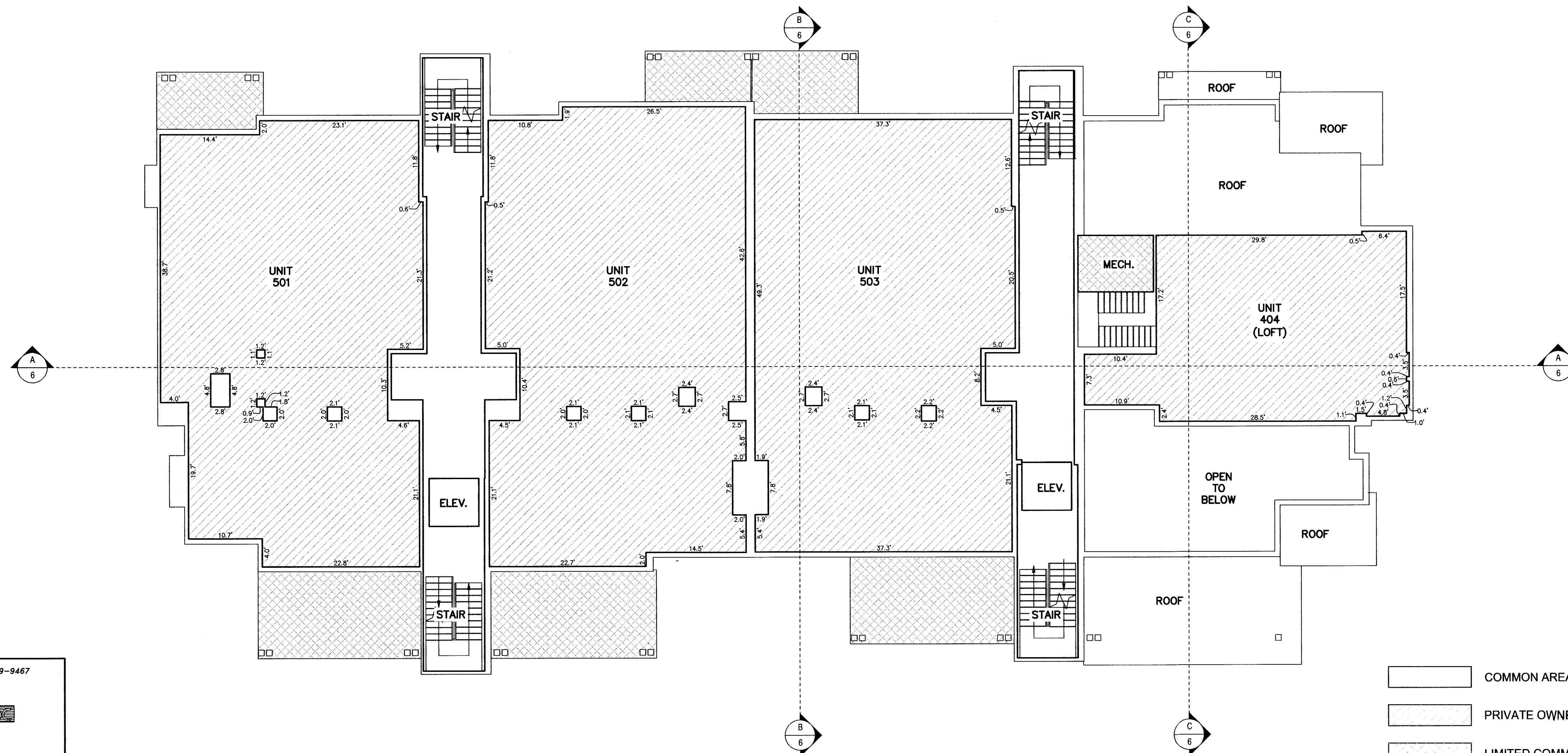
- COMMON AREA
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP



LEVEL 4
SCALE: 1" = 10'

LEVEL 4 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
401	2,190 SF
402	2,350 SF
403	2,270 SF
404	2,580 SF



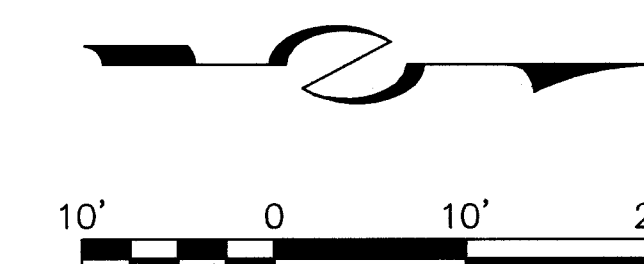
LEVEL 5
SCALE: 1" = 10'

LEVEL 5 SQUARE FOOTAGE TABLE

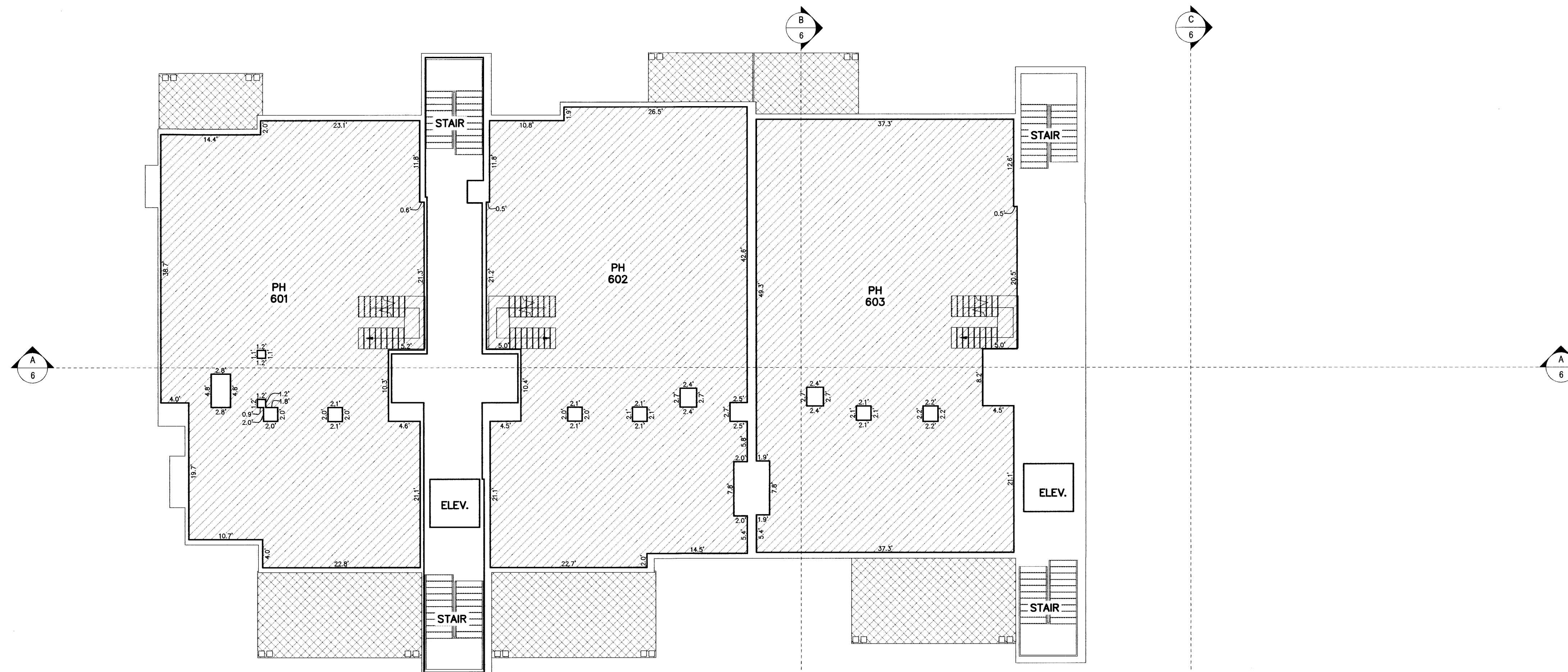
UNIT	SQUARE FOOTAGE
501	2,190 SF
502	2,350 SF
503	2,270 SF
404 (LOFT)	1,050 SF

LEVEL 4 AND 5 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
404 + 404 (LOFT)	3,630 SF



- COMMON AREA
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP



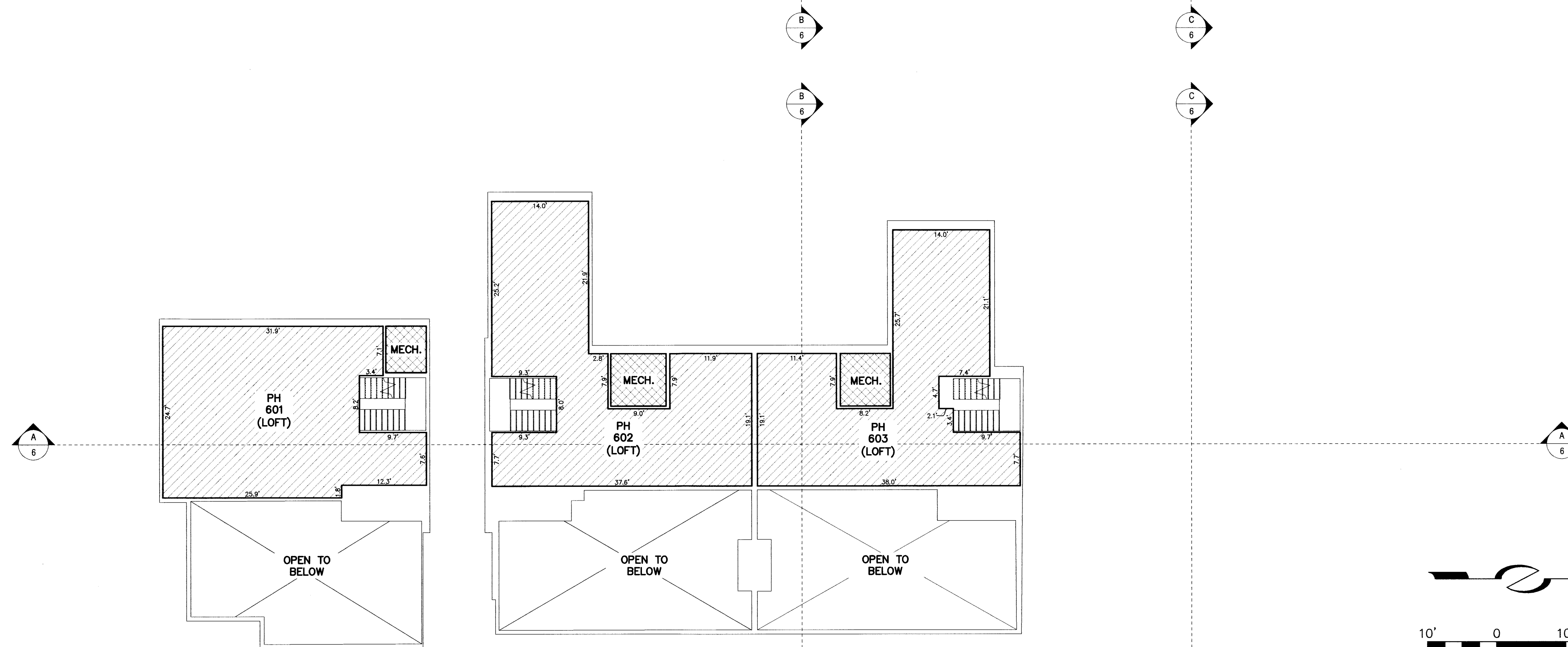
LEVEL 6
SCALE: 1" = 10'

LEVEL 6 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
PH 601	2,190 SF
PH 602	2,350 SF
PH 603	2,270 SF

LEGEND

PH = PENTHOUSE
EHU = EMPLOYEE/AFFORDABLE HOUSING UNIT
ADA = AMERICAN DISABILITIES ACT



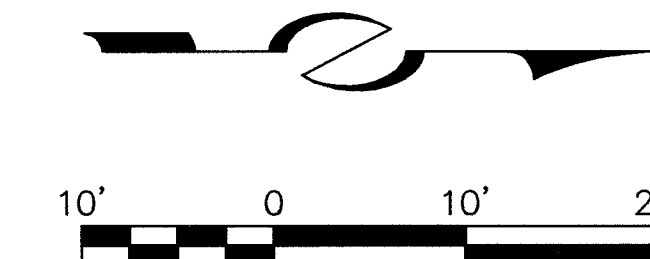
LEVEL 7
SCALE: 1" = 10'

LEVEL 7 SQUARE FOOTAGE TABLE

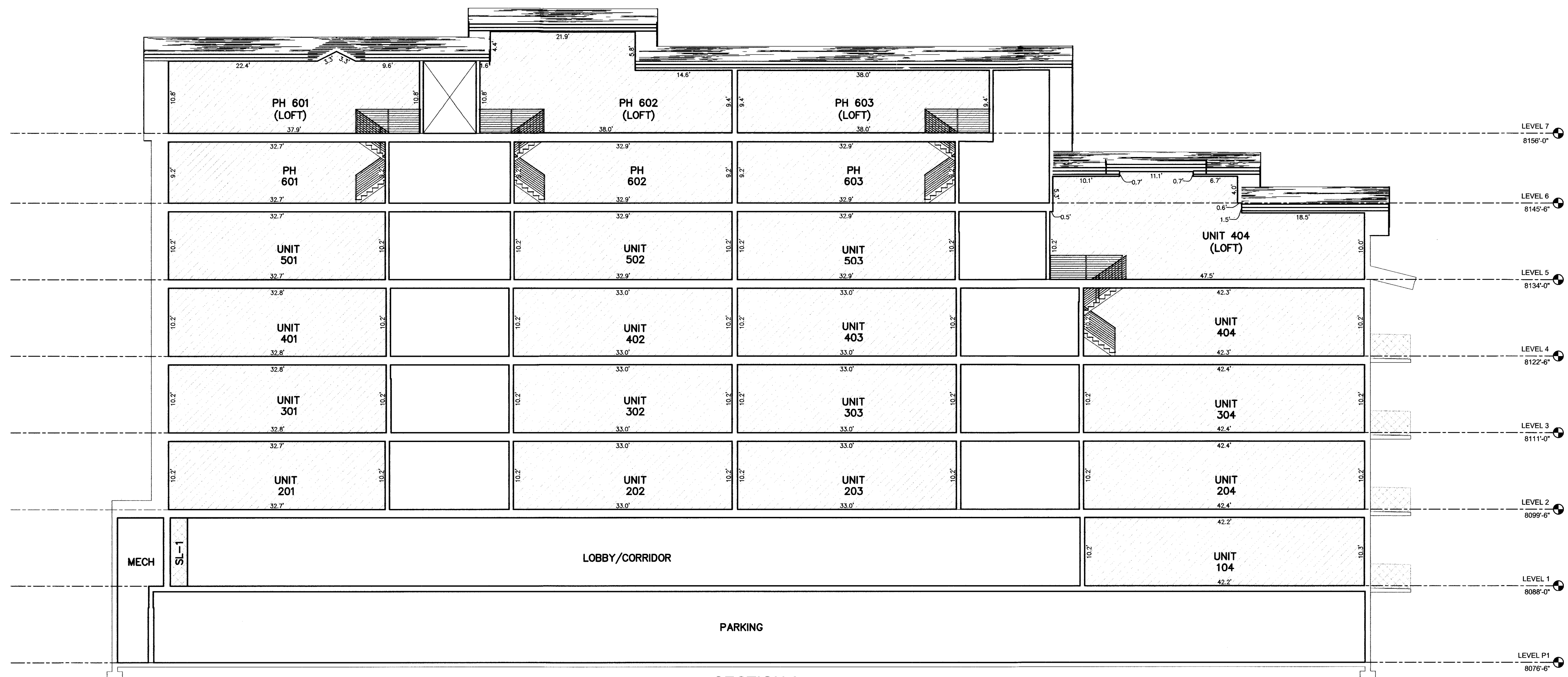
UNIT	SQUARE FOOTAGE
PH 601 (LOFT)	796 SF
PH 602 (LOFT)	879 SF
PH 603 (LOFT)	807 SF

LEVEL 6 AND 7 SQUARE FOOTAGE TABLE

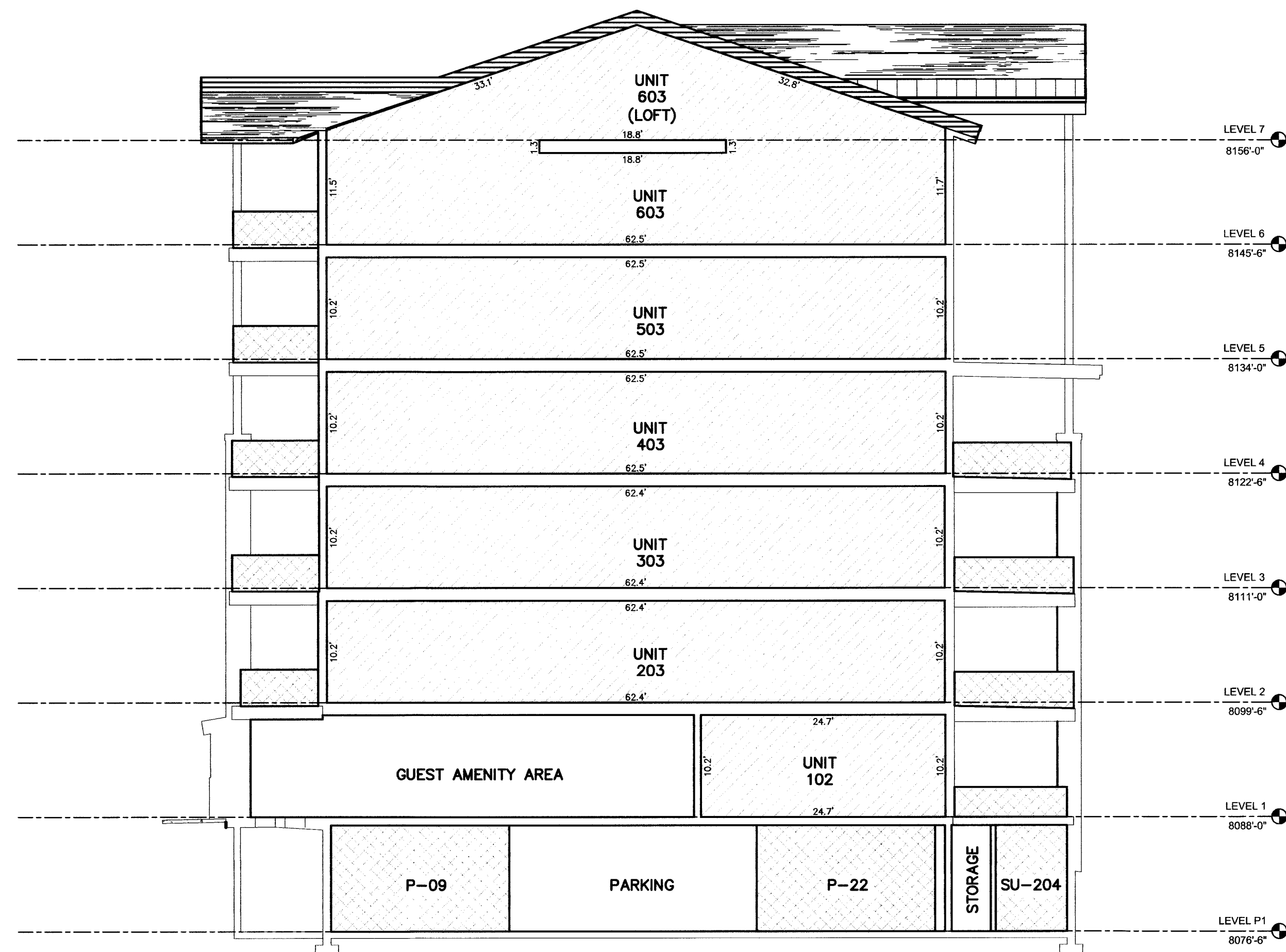
UNIT	SQUARE FOOTAGE
PH 601 + PH 601 (LOFT)	2,986 SF
PH 602 + PH 602 (LOFT)	3,229 SF
PH 603 + PH 603 (LOFT)	3,077 SF



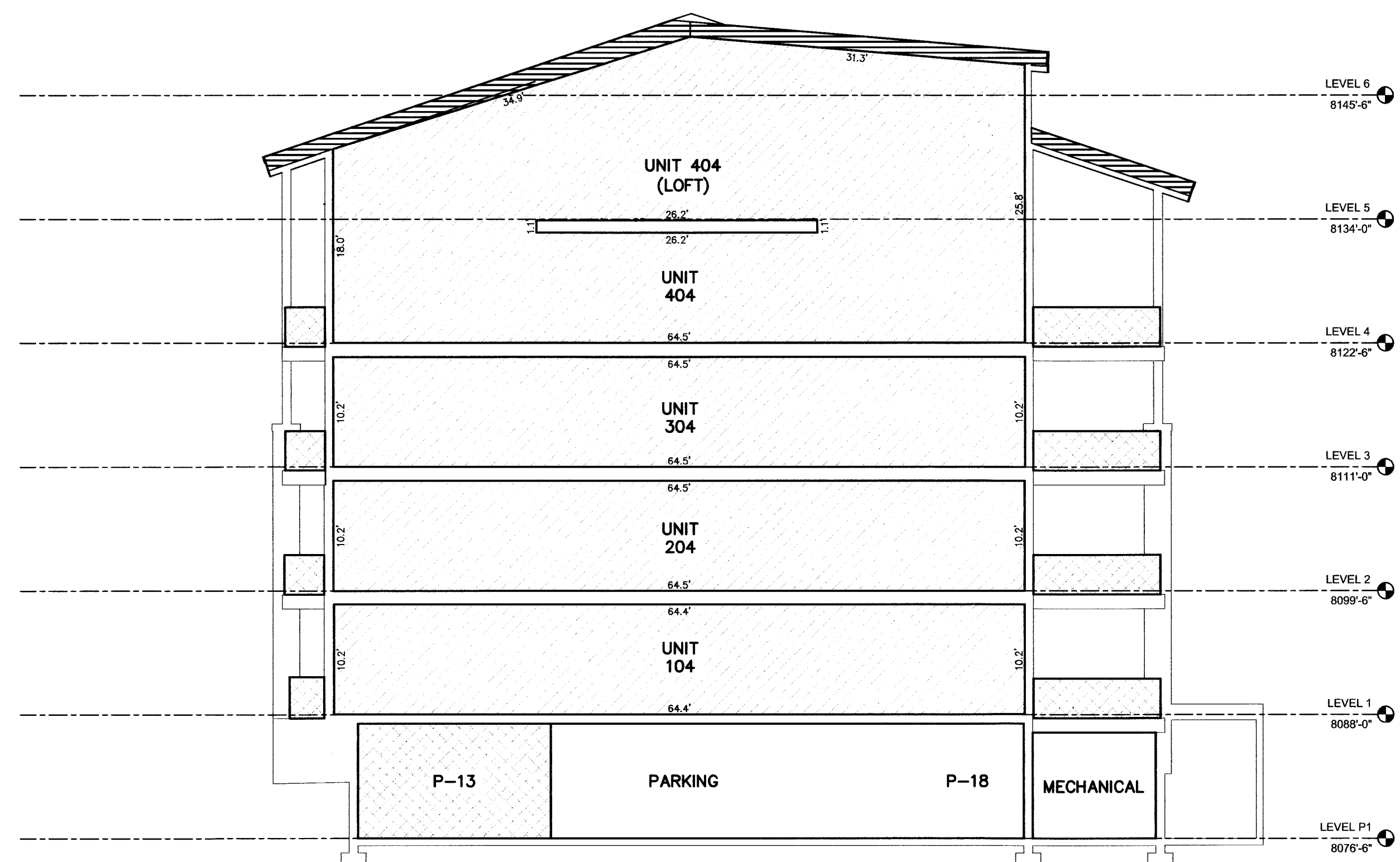
	COMMON AREA
	PRIVATE OWNERSHIP
	LIMITED COMMON OWNERSHIP



SECTION A



SECTION B



SECTION C

- COMMON AREA
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP

JOB NO.: 14-9-16 FILE: X:\Empire\dwg\arv\plot2016\140916-Emp Res.dwg

7/10/18

RECORDED
STATE OF UTAH, COUNTY OF SUMMIT, AND FILED
AT THE REQUEST OF
ENTRY NO. 01097704
08/31/2018 04:22:50 PM B: 2477 P: 0747
Plat PAGE 1/1
FE
FEE: 203.00 BY COALITION TITLE AGENCY
TIME

EMPIRE RESIDENCES CONDOMINIUMS

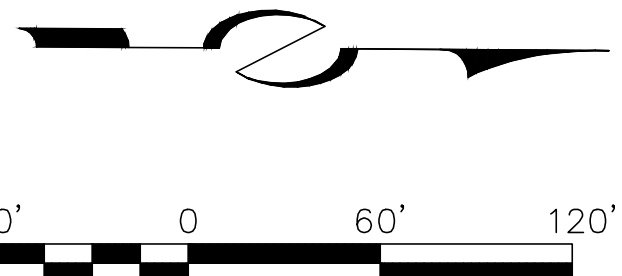
Link to:
**[Exhibit D: Village at Empire Pass Planned
Development \(VEP MPD\) approval \(link\)](#)**

Link to:
[Exhibit E: Flagstaff Development Agreement \(link\)](#)

Link to:
[Exhibit F: Technical reports \(link\)](#)



SUBJECT PROPERTY



(435) 649-9467

Alliance Engineering Inc.

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

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

STAFF:
MARSHALL KING
DUSTIN CARRISH

DATE: 10/11/18

AERIAL PHOTOGRAPHY EXHIBIT

EMPIRE RESIDENCES

FOR: EMPIRE RESIDENCES LLC.
JOB NO.: 14-9-16
FILE: X:\Empire\dwg\Empire Residences-L3 VEPN\140916-L3VEPN-Civ3d2018.dwg

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Exhibit H: Land Management Code and VEP MPD Compliance Chart

	RD Zonina District and/or VEP MPD
Lot Size	No minimum lot size. Lot 3 is approximately 0.66 acres (28,750 square feet).
Front yard setbacks	Minimum 25 feet to front facing garage, 20 feet to building. Proposed front setback is 20' (garage is on side). <u>Complies.</u>
Rear yard setbacks	Minimum 15 feet rear setbacks. Proposed minimum rear setback is 15'. <u>Complies.</u>
Side yard setbacks Roof eaves are allowed to extend 3' into the side, rear and front setbacks. Shared driveway is permitted across the property line within the platted access easement per plat. Sidewalks that provide circulation within the Village are permitted as shown within platted access easements. Screened mechanical equipment may extend 5' into the side setback area.	Minimum 12 feet side setbacks. North side- proposed minimum setback is 12'. South side- proposed minimum setback is 12'. The mechanical equipment has setback of 5' and is entirely below final grade and screened. <u>Complies.</u>
Building Height Per Village MPD: 25% of the building is permitted to reach 74' above existing grade (north end), 55% of the building to reach 82' above existing grade, and 20% of the building (south end) to reach 74' above existing	Proposed building has 50% of the building at 82', 25% (north) is less than 74', and 25% (south) is less than 74'. The plat is consistent with the allowed building heights and the proposed Conditional Use Permit. <u>Complies.</u>
Parking The <u>Flagstaff Transit and Parking Management Plan</u> approved with the MPD <u>requires</u> a 25% reduction in parking from what would be normally required by the LMC and the Empire Pass HOA is required to provide shuttle service.	Per LMC, based on unit sizes, forty (40) spaces are required for the 21 residential units, one ADA and one EHU. With the 25% reduction, 30 spaces are required. The underground parking structure has 30 spaces (including 2 ADA). There are 3 surface spaces for total of 33 spaces. Each unit is assigned one space as limited common and the remaining spaces are

Architectural Design All construction is subject to Village at Empire Pass Design Review Board (DRB) approval and LMC Chapter 15-5 Architectural Design Guidelines with final review conducted at the time of the Building	The building as presented was reviewed and approved by the Village at Empire Pass DRB including site and architectural design, materials and colors, articulation, volumetric, height allowances, and setbacks. <u>Complies.</u>
Residential Units	19 market rate units are proposed, ranging in area from 1169 sf to 3,630 sf (total of 48,968 sf) (24.499 UE). Deed restricted unit is 880 sf. ADA unit is 447 sf. Total all residential is 50,325 sf. <u>Complies.</u>
Residential Accessory uses (Guest amenities)	Common residential amenity areas are provided on level one, including locker rooms, fitness area, lounge/après ski area, and lobby areas for the use of the residents and guests. Total guest amenity area is approximately 4,500 sf.
Density Summary Density is per Development Agreement and VEP MPD. Up to 21 units (49,000 square feet, utilizing 24.5 UE) was allocated to this lot by the Developer. Proposed market rate residential – 48,968 sf (24.48 UE). Gross building area is approximately 85,757 sf and includes all residential units, circulation and lobby, guest amenities, parking, mechanical, storage, manager office, housekeeping, etc.). All residential- 50,284 sf (58.64% of gross building area) Circulation/mechanical/vents/housekeeping - 18,029 sf (21%) Guest Amenities- 4,500 sf (5.25%) Parking/mech/storage in garage- 12,944 sf (15.1%)	The Mountain Village (Pods A, B1 and B2) was approved with a maximum of 785 UE (550 multifamily units) and 16 single family units. A maximum of 60 PUD style units (i.e. Belles, Paintbrush, and Nakoma) were approved as part of the overall multi-family units. To date 382 multi-family units (588.742 UE) have been platted and/or built within the Mountain Village, including One Empire Pass. Constructed lodge style buildings include Shooting Star, Silver Strike, Flagstaff, Arrowleaf A and B, and Grand Lodge. One Empire Pass is under construction. There is sufficient remaining density for the proposal. Density summary includes One Empire Pass, all Belles units and all Nakoma units as the condominium plats for these projects are recorded. <u>Complies.</u>

Affordable Housing Approximately 540 UE certificates of occupancy have been issued for the entire Flagstaff Annexation and Development area (Pods A, B1, B2, and D). According to the Annexation and Development Agreement, 15 AUE of affordable housing obligations come due for each 150 UE certificates of occupancy. The next housing obligation trigger point is 600 UE certificates of occupancy, when 60 AUE are required to be complete. As of now 104 AUE affordable units are completed and have certificates of occupancy (89 AUE are off-mountain and 15 AUE are on-mountain).	The plat identifies one 880 sf deed restricted affordable unit, or EHU as they are called in Flagstaff, within the building consisting of 1.1 AUE. <u>Complies.</u>
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Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Rebecca Ward

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Consideration to Approve Ordinance 2019-64, an Ordinance Amending Land Management Code § 15-1-11(E) to Outline Medical Cannabis Administrative Permit Requirements; Adopting LMC § 15-2.25 to Create a Medical Cannabis Production Establishment Light Industrial/Agricultural Overlay Zone; Adopting LMC § 15-2.25-1(B) to Define Main Street Parks as They Relate to Medical Cannabis Locations; and Amending § 15-15-1 and § 15-15-2 To Define Medical Cannabis Pharmacy, Medical Cannabis Production Establishment, and Primarily Residential Zoning District

(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[Medical Cannabis Land Use Regulations Staff Report](#)

[Exhibit A: Land Management Code Redlines](#)

City Council Staff Report



Subject: Medical Cannabis Land Use Regulations
Author: Rebecca Ward
Project Number: PL-19-04379
Date: December 19, 2019
Type of Item: Legislative – LMC Amendment

Summary Recommendation

The Planning Department recommends that the City Council review the proposed medical cannabis land use amendments to the Land Management Code (LMC), conduct a public hearing, and consider approving the amendments.

Executive Summary

On December 11, 2019, the Planning Commission reviewed the proposed medical cannabis land use amendments to the LMC, conducted a public hearing, and unanimously forwarded a positive recommendation for Council's consideration.

Description

Project Name: Medical Cannabis Land Use Regulations
Applicant: Planning Department
Proposal: Amendments to LMC § 15-1-11(E), § 15-15-1, and § 15-15-2
Adoption of LMC Chapter 15-2.25, § 15-2.25-1, and § 15-2.25-2

Reason for Review

Amendments to the LMC require Planning Commission recommendation and City Council adoption.

Background

The legislature enacted land use regulations to govern the location of medical cannabis **production establishments** (cultivation facilities, processing facilities, and testing labs that are licensed through the Utah Department of Agriculture and Food)¹ and medical cannabis **pharmacies** (licensed through the Utah Department of Health).²

The state mandates that production establishments are a permitted use in all industrial and agricultural zones, unless a city designates at least one zone for production establishments,³ and that pharmacies are a permitted use in all zones, unless the zone is primarily residential.⁴

¹ Utah Code [§ 4-41a-101](#) et seq.

² Utah Medical Cannabis Act, Utah Code [§ 26-61a-101](#) et seq.

³ Utah Code [§ 4-41a-406\(2\)\(a\)](#).

⁴ Utah Code [§ 26-61a-507\(2\)](#).

In addition to zoning mandates, the legislature created proximity requirements to buffer community locations like schools, child-care facilities, churches, public libraries, and public playgrounds/parks from production establishments and pharmacies.⁵ State code also requires certain proximity for production establishments and pharmacies from areas that are zoned primarily residential.

PROPOSED AMENDMENTS

While the state medical cannabis legislation preempts local land use to a certain extent, the state provided an opportunity for local jurisdictions to select the location of production establishments and to establish some local land use regulations and permitting requirements. As a result, staff proposes LMC amendments (I) to adopt LMC Chapter 15-2.25, § 15-2.25-1, and § 15-2.25-2 to create a Medical Cannabis Production Establishment (MCPE) Light Industrial/Agricultural Overlay Zone for the property known as the Baingo Wortley property as a temporary zoning solution; (II) to amend LMC § 15-15-1 and § 15-15-2 to define *Primarily Residential Zoning Districts* and to adopt LMC § 15-2.25-1(B) to define *Main Street Parks* to clarify the potential location of medical cannabis pharmacies; (III) to amend LMC § 15-1-11(E) to outline the local Administrative Permit requirement; and (IV) to amend § 15-15-1 and § 15-15-2 to define *Medical Cannabis Pharmacies* and *Production Establishments*.

Analysis

(I) Staff recommends adopting LMC Chapter 15-2.25, § 15-2.25-1, and § 15-2.25-2 to create a Medical Cannabis Production Establishment (MCPE) Light Industrial/Agricultural Overlay Zone for the property known as the Baingo Wortley property as a temporary zoning solution.

The state mandates that production establishments (cultivation facilities, processing facilities, and testing labs that are licensed through the Utah Department of Agriculture and Food) are a permitted use in all industrial and agricultural zones, unless a city designates at least one industrial or agricultural zone for production establishments.⁶

The Utah Department of Agriculture and Food (UDAF) licensed eight cultivation facilities statewide.⁷ While UDAF has not disclosed the specific locations for the licensed cultivation facilities, UDAF stated that two of the facilities are proposed for Box Elder County and others are slated to be located in Weber, Davis, Tooele, Washington, Sanpete, and Carbon counties.⁸ At this time, none of the licensed cultivation facilities are proposed to be located in Summit County, but if UDAF and UDOH determine that more than eight cultivation facilities are required, it is possible that a cultivation facility may eventually be located in Summit County.

⁵ Utah Code [§ 26-61a-102\(10\)](#).

⁶ Utah Code [§ 4-41a-406\(2\)\(a\)](#).

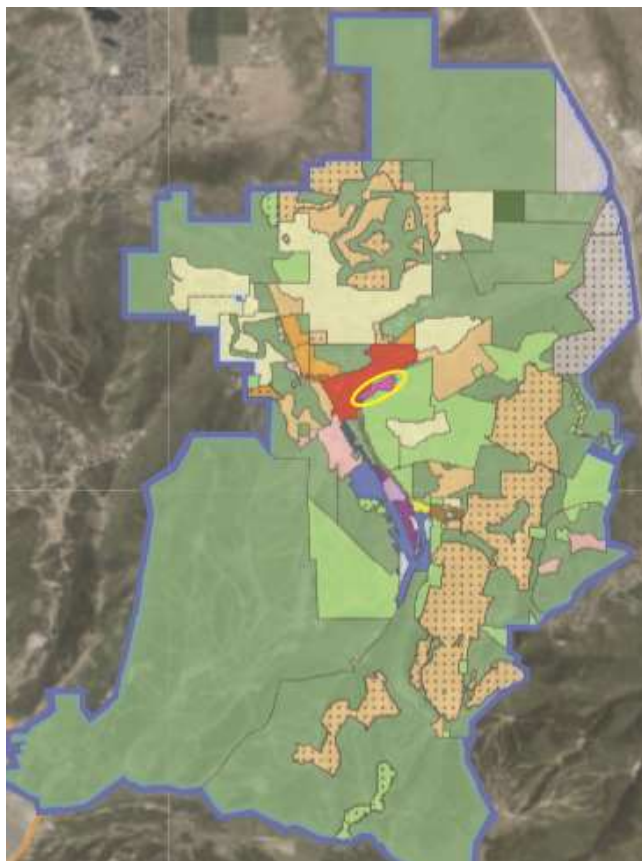
⁷ The state may license up to 15 cultivation facilities if—in consultation with the Utah Department of Health—UDAF determines that more cultivation facilities are needed to meet the prescriptions of medical cannabis cardholders. Utah Code [§ 4-41a-205\(2\)](#).

⁸ <https://ag.utah.gov/2019/07/19/medical-cannabis-cultivator-licensees-selected/>

The state did not cap the number of processing facilities and testing labs that UDAF will license. While it is unlikely Park City will receive an application for a cultivation facility in the near future, the City may receive applications for a processing facility or testing lab.

The City does not have any agricultural zones. If the Commission and Council do not amend the LMC, under state preemption, production establishments are a permitted use in the City's Light Industrial Zoning District, circled in yellow in the Zoning Map shown on the right.

The Light Industrial Zone includes businesses such as a chocolatier, a boutique, an architecture firm, an automotive business, a furniture and design firm, and the North Horse Apartments, a seven-building apartment complex along Lower Iron Horse Loop Road. To the north of the Light Industrial Zone across Iron Horse Drive in the General Commercial Zoning District is a café, a bakery, a framing shop, a winery and bistro, a natural food store, an outdoor sports store, and an art gallery. Also to the north of the Light Industrial Zone east of Bonanza Drive is the Historic Rail Trail. Located to the southeast of the Light Industrial Zone is the Estate Zoning District that includes the Fireside Condos (48 condo units) and Ironhorse Condos (50 condo units) along Upper Iron Horse Loop Road.

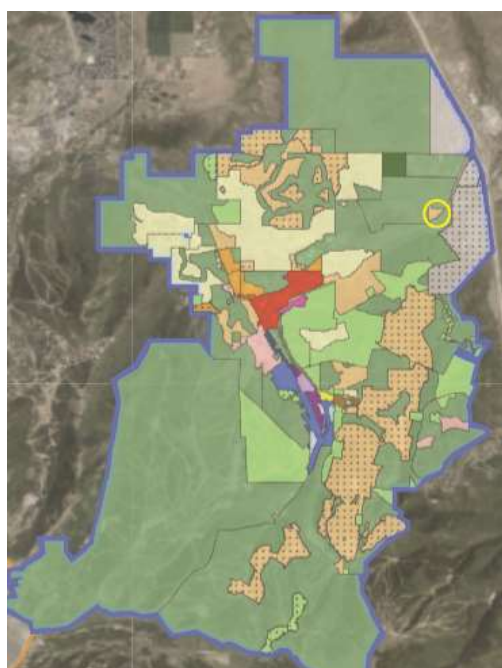


Production establishments produce an odor, which has been described as “fresh skunk,” “dead skunk,” and “the stink.”⁹ There are technologies that production establishments can implement to mitigate the odor. Staff recommends working with the Building Department to amend the Building Code to establish ventilation system standards for production establishments to ensure that medical cannabis odor is contained to the production establishment site.

⁹ “Local Impacts of Commercial Cannabis,” International City/County Management Association (September 2018); “‘Dead Skunk’ Stench From Marijuana Farms Outrages Californians,” *The New York Times* (December 19, 2018).

In the meantime, to mitigate possible odor nuisances in the Light Industrial and surrounding zones, staff recommends creating a Medical Cannabis Production Establishment (MCPE) Light Industrial/Agricultural Overlay Zone for the property known as the Baingo Wortley property.

The Baingo Wortley property was annexed into Park City in 1984. In 1996, the City purchased the property. The property is zoned Residential Development, but there are no residential uses currently on or near the property. The Baingo Wortley property is located north of S.R. 248, across the street from the Quinn's Junction Water Treatment Plant. The proposed MCPE Light Industrial/Agricultural Overlay Zone is adjacent to open space and would be subject to the Frontage Protection Zone and Entry Corridor Protection Overlay; certain setbacks from S.R. 248 and height restrictions would be required.¹⁰



Creating an MCPE Light Industrial/Agricultural Overlay Zone will allow the City to comply with the state requirement to designate an area for production establishments while protecting the Light Industrial Zone and surrounding areas from potential odor nuisances. Staff proposes the MCPE Light Industrial/Agricultural Overlay Zone as a temporary solution. After the City completes the annexation of City-owned property into the City boundary, there may be an opportunity to move the MCPE Light Industrial/Agricultural Overlay Zone to a more remote area.

The proposed MCPE Overlay Zone is circled in yellow on the Zoning Map shown on the left.

The following LMC Chapter is proposed for adoption:

15-2.25 Medical Cannabis Production Establishment (MCPE) Light Industrial/Agricultural Overlay Zone

15-2.25-1 Purpose

The purpose of the Medical Cannabis Production Establishment (MCPE) Light Industrial/Agricultural Overlay Zone is to:

- A. Provide a Zoning District for the location of Medical Cannabis Production Establishments, subject to state licensure, an Administrative**

¹⁰ LMC [Chapter 15-2.20](#).

Permit pursuant to LMC § 15-1-11(E), and a Business License pursuant to Park City Code Title 4, Licensing.

15-2.25-2 Related Provisions

- Administrative Permit. LMC § 15-1-11(E).
- Licensing. Park City Code, Title 4.
- Frontage Protection Zone. LMC Chapter 15-2.20.
- Fences and Retaining Walls. LMC § 15-4-2.
- Placement Of Satellite Receiving Antennas. LMC § 15-4-13.
- Parking. LMC Chapter 15-3.
- Landscaping. Title 14; LMC § 15-3-3(D).
- Lighting. LMC § 15-3-3(C) and § 15-5-5(J).
- Sign Code. Park City Code, Title 12.
- Architectural Design. LMC Chapter 15-5.
- Snow Storage. LMC § 15-3-3(E).

(II) Staff recommends amending LMC § 15-15-1, *Defined Terms*, (and LMC § 15-15-2, *List of Defined Terms*) to define *Primarily Residential Zoning Districts* and adopting LMC § 15-2.25-1(B) to define *Main Street Parks* to clarify the potential location of medical cannabis pharmacies.

Medical Cannabis pharmacies are a permitted use in all zones, except for zones that are primarily residential.¹¹ The legislature established 14 initial pharmacy licenses statewide, but the number of pharmacies may increase if UDOH and UDAF determine that more pharmacies are needed to meet the prescriptions of medical cannabis cardholders.¹²

To clarify the local medical cannabis pharmacy application process, staff recommends that the Commission and Council amend the LMC to define what the City considers to be a *Primarily Residential Zoning District*. The City has a few outlier Zoning Districts, including the Light Industrial, Community Transition, and Historic Recreation Commercial Districts, wherein residential use is integrated with other uses of the zone, but primarily as a residential cluster. For example, the Light Industrial Zone contains the seven-building North Horse Apartment complex, with the neighboring Fireside and Ironhorse Condos in the Estate Zone (98 units), the Community Transition Zone includes Park City Heights with over 200 proposed residential units, and the Historic Recreation Commercial Zone contains several residential condos, including the Lift Lodge, Town Lift Condos, Caledonian Condos, 820 Park Avenue, and 692 Main Condos.

As a result, staff recommends that *Primarily Residential Zoning District* be defined as follows in order to delineate the Zoning Districts with substantial residential uses, and to

¹¹ Utah Code [§ 26-61a-507\(2\)](#).

¹² Utah Code [§ 26-61a-305\(1\)\(a\)](#).

buffer residential clusters within the Light Industrial, Community Transition, and Historic Recreation Commercial Zones from pharmacies:

PRIMARILY RESIDENTIAL ZONING DISTRICT. For purposes of regulating the location of Medical Cannabis Production Establishments and Medical Cannabis Pharmacies only, the following Zoning Districts shall be considered Primarily Residential: Historic Residential-Low Density (HRL) District; Historic Residential (HR-1) District; Historic Residential (HR-2) District; Historic Residential-Medium Density (HRM) District; Historic Recreation Commercial (HRC) District; Rural Estate (E-40) District; Estate (E) District; Single Family (SF) District; Residential (R-1) District; Residential Development (RD) District; Residential Development-Medium Density (RDM) District; Residential-Medium Density (RM) District; Community Transition (CT) District south of Kearns Boulevard/State Road 248; and the Light Industrial District east of Bonanza Drive.

Pharmacies, subject to state-mandated proximity requirements, may apply to be located in the following Zoning Districts:¹³

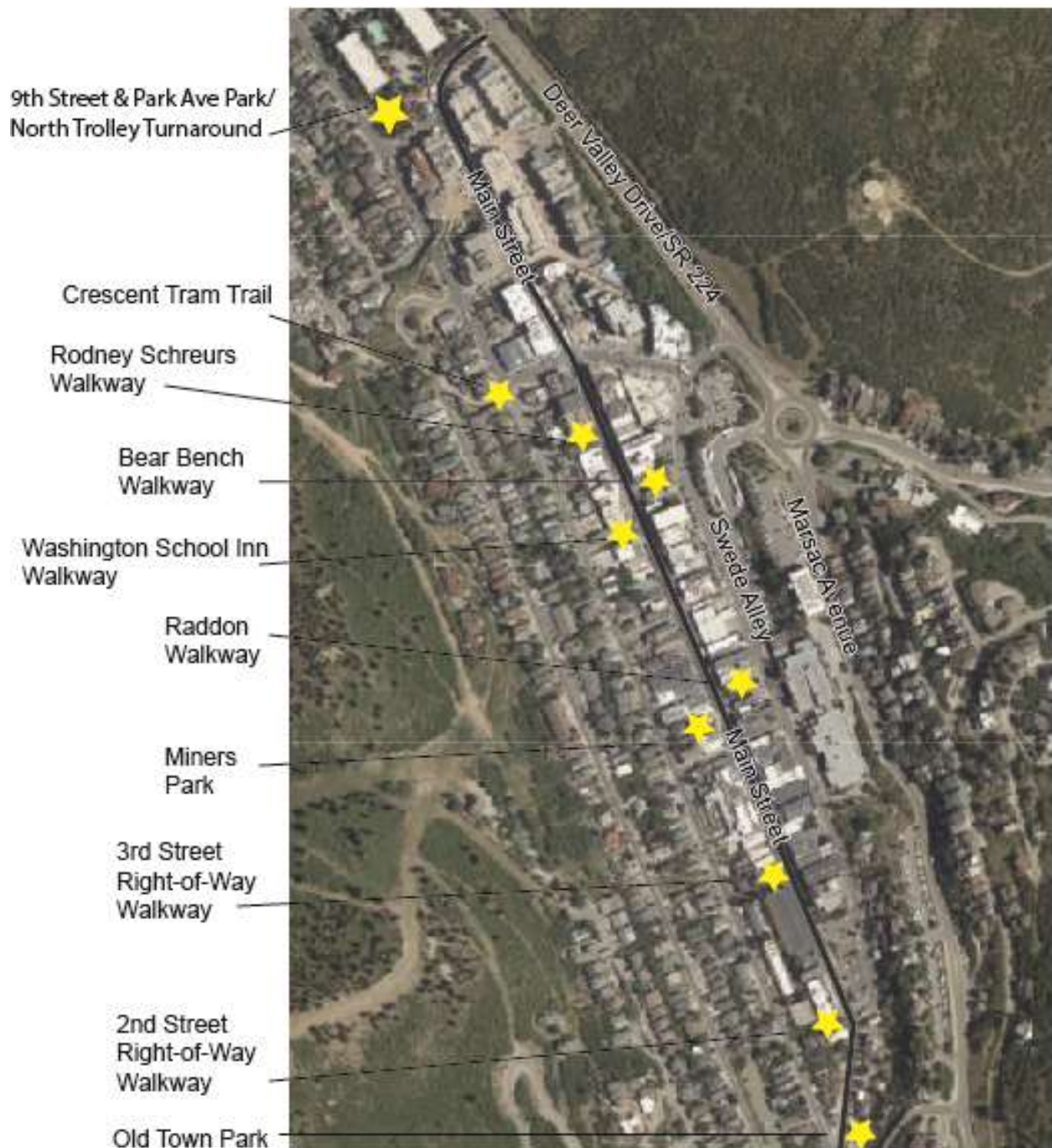
- Historic Commercial Business
- Recreation Commercial
- General Commercial
- Light Industrial (west of Bonanza Drive)
- Public Use Transition
- Community Transition (north of Kearns Boulevard/State Road 248)

Also, a cannabis pharmacy cannot be located within 200 feet of a community location, which includes public parks.¹⁴ To clarify the public parks along Historic Main Street, staff recommends adopting § 15-2.25-1(B) to define *Main Street Parks* as follows:

MAIN STREET PARKS. For purposes of regulating the location of Medical Cannabis Production Establishments and Medical Cannabis Pharmacies only, public parks on Historic Main Street include 9th Street & Park Avenue Park/North Trolley Turnaround, Crescent Tram Trail, Rodney Schreurs Walkway, Bear Bench Walkway, Washington School Inn Walkway, Raddon Walkway, Miners Park, 3rd Street Right-of-Way Walkway, 2nd Street Right-of-Way Walkway, and Old Town Park.

¹³ Technically, a pharmacy is a permitted use in the Recreation Open Space and Protected Open Space Zoning Districts because the zones are not primarily residential, but the underlying land use regulations would most likely prohibit construction of a pharmacy.

¹⁴ Utah Code [§ 26-61a-301\(2\)\(c\)](#).



(III) Staff recommends amending LMC § 15-1-11(E) to outline the local Administrative Permit requirement.

The City cannot deny or revoke a land use permit or business license solely because a cannabis production establishment or pharmacy violates federal law.¹⁵ However, to

¹⁵ Utah Code [§ 26-61a-507\(2\)](#); [§ 4-41a-406\(3\)](#).

complete the state licensure process, applicants for production establishments and pharmacies must show proof of a local land use permit within 120 days after state licensure to secure their state license.¹⁶ Staff proposes that the Commission and Council amend LMC § 15-1-11(E) to outline the local Administrative Permit requirement:

15-1-11 Special Applications

E. ADMINISTRATIVE PERMITS. The Planning Department shall review and take Final Action on Administrative Permits. Review process shall be consistent with the requirements herein for those Uses requiring an Administrative Permit, such as **Medical Cannabis Production Establishments and Medical Cannabis Pharmacies**; temporary tents, Structures, and vendors; temporary Special Event and temporary change of occupancy permits; regulated Accessory Apartments; specified outdoor events and Uses; Family Child Care in specified Zoning Districts; and temporary telecommunication Antennas, where these Uses are designated as requiring Administrative Permits. These Uses may require Administrative Conditional Use permits or Conditional Use permits in some Zoning Districts pursuant to Section 15-2.

(IV) Lastly, staff recommends amending § 15-15-1 and § 15-15-2 to define a *Medical Cannabis Pharmacy and Production Establishment*.

Staff recommends amending LMC § 15-15-1, *Defined Terms*, (and LMC § 15-15-2, *List of Defined Terms*) to incorporate state definitions of Medical Cannabis Pharmacies and Production Establishments and to clarify local permit and business license requirements:

MEDICAL CANNABIS PHARMACY. A pharmacy as defined in Utah Code § 26-61a-102, as amended, that obtains a Utah Department of Health license, meets the proximity requirements of the Utah Code, is not located in a Primarily Residential Zoning District, and obtains a local land use Administrative Permit pursuant to LMC § 15-1-11(E) and a Business License pursuant to Title 4 of the Park City Code.

MEDICAL CANNABIS PRODUCTION ESTABLISHMENT. A medical cannabis cultivation facility, a medical cannabis production facility, or an independent medical cannabis testing laboratory as defined in Utah Code § 4-41a-102, as amended, that obtains a Utah Department of Food and Agriculture license, meets the proximity requirements of the Utah Code, and obtains a local land use Administrative Permit pursuant to LMC § 15-1-11(E) and a Business License pursuant to Title 4 of the Park City Code. A Medical Cannabis Production Establishment may only be located in the Medical Cannabis Production Establishment Light Industrial/Agricultural Overlay Zoning District.

¹⁶ Utah Code [§ 4-41a-201\(10\)](#); [§ 26-61a-301\(7\)](#).

For further analysis on other medical cannabis land use considerations, please view the Planning Commission [staff report](#).

Process

Land Management Code amendments require Planning Commission recommendation and City Council adoption. City Council action may be appealed to a court of competent jurisdiction under LMC § 15-1-18.

Department Review

The proposed LMC amendments were reviewed by the Executive, Sustainability, Human Resources, Business Licensing, Legal, Planning, IT, and Building Departments. The Development Review Committee and Park City Police Chief also reviewed the proposed amendments.

Notice

Notice was posted on November 21, 2019, and published in the *Park Record* on Wednesday, November 27, 2019.

Public Input

No public input was received at the time this report was published.

Summary Recommendation

Staff recommends that the City Council review the proposed medical cannabis land use regulation amendments to the Land Management Code (LMC) recommended by the Planning Commission, conduct a public hearing, and approve and adopt Ordinance No. 2019-64, attached as Exhibit A.

Exhibit

Attachment 1 – Draft Ordinance 2019-64
Exhibit A – Land Management Code Redlines

Ordinance No. 2019-64

AN ORDINANCE AMENDING LAND MANAGEMENT CODE § 15-1-11(E) TO OUTLINE MEDICAL CANNABIS ADMINISTRATIVE PERMIT REQUIREMENTS; ADOPTING LMC § 15-2.25 TO CREATE A MEDICAL CANNABIS PRODUCTION ESTABLISHMENT LIGHT INDUSTRIAL/AGRICULTURAL OVERLAY ZONE; ADOPTING LMC § 15-2.25-1(B) TO DEFINE *MAIN STREET PARKS* AS THEY RELATE TO MEDICAL CANNABIS LOCATIONS; AND AMENDING § 15-15-1 AND § 15-15-2 TO DEFINE *MEDICAL CANNABIS PHARMACY*, *MEDICAL CANNABIS PRODUCTION ESTABLISHMENT*, AND *PRIMARILY RESIDENTIAL ZONING DISTRICT*.

WHEREAS, the State Legislature enacted Title 4, Utah Agricultural Code, Chapter 41a, Cannabis Production Establishments, and Title 26, Utah Health Code, Chapter 61a, Utah Medical Cannabis Act, to establish a medical cannabis program in Utah;

WHEREAS, the State Legislature mandates that medical cannabis production establishments, which include cultivation facilities, processing facilities, and testing labs, are a permitted use in industrial and agricultural zones of municipalities, unless a municipality designates a zone for production establishments;

WHEREAS, Park City prohibits the location of a production establishment in the Light Industrial Zoning District and establishes a Medical Cannabis Production Establishment Light Industrial/Agricultural Overlay Zone for the property known as the Baingo Wortley property;

WHEREAS, the State Legislature mandates that medical cannabis pharmacies are a permitted use in all zones, except for primarily residential zones;

WHEREAS, the City has outlier Zoning Districts, including the Light Industrial, Community Transition, and Historic Recreation Commercial Districts, wherein residential use is integrated with other uses of the zone, but primarily as residential clusters;

WHEREAS, it is in the best interest of the City to define a *Primarily Residential Zoning District* to clarify the location of medical cannabis pharmacies and to buffer residential clusters within the Light Industrial, Community Transition, and Historic Recreation Commercial Zones from medical cannabis pharmacies;

WHEREAS, it is in the best interest of the City to define a Main Street Park to clarify state-mandated proximity requirements that separate public parks and medical cannabis pharmacies;

WHEREAS, it is in the best interest of the City to require an Administrative Permit and Business License for medical cannabis production establishments and medical cannabis pharmacies;

WHEREAS, it is in the best interest of the City to incorporate state definitions of a *Medical Cannabis Production Establishment* and *Medical Cannabis Pharmacy* into the Land Management Code to clarify the local land use regulations and permitting process;

WHEREAS, the Planning Commission duly noticed and conducted a public hearing at the regularly scheduled meeting on December 11, 2019, and forwarded a positive recommendation for City Council's consideration of the medical cannabis land use regulations amendments to the Land Management Code;

WHEREAS, the City Council duly noticed and conducted a public hearing at the regularly scheduled meeting on December 19, 2019;

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

SECTION 1. MEDICAL CANNABIS LAND USE REGULATIONS AMENDMENT TO THE LAND MANAGEMENT CODE – Land Management Code § 15-1-11; § 15-15-1; and § 15-15-2 are hereby amended as indicated in Exhibit A attached hereto and Land Management Code Chapter 15-2.25, § 15-2.25-1, and § 15-2.25-2 are hereby adopted as indicated in Exhibit A attached hereto.

SECTION 2. EFFECTIVE DATE. This Ordinance shall be effective upon publication.

PASSED AND ADOPTED this 19th Day of December, 2019

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

MEDICAL CANNABIS LAND MANAGEMENT CODE AMENDMENTS

General Description:

This amendment to the Land Management Code (I) adopts LMC Chapter 15-2.25, § 15-2.25-1, and § 15-2.25-2 to create a Medical Cannabis Production Establishment (MCPE) Light Industrial/Agricultural Overlay Zone for the property known as the Baingo Wortley property as a temporary zoning solution; (II) amends LMC § 15-15-1 and § 15-15-2 to define *Primarily Residential Zoning Districts* and adopts LMC § 15-2.25-1(B) to define *Main Street Parks* to clarify the potential location of medical cannabis pharmacies; (III) amends LMC § 15-1-11(E) to outline the local Administrative Permit requirement; and (IV) amends § 15-15-1 and § 15-15-2 to define *Medical Cannabis Pharmacies* and *Production Establishments*.

Sections Affected:

Section 1. Section 15-1-11 is amended to read:

15-1-11 Special Applications

A. **MASTER PLANNED DEVELOPMENT (MPD) REVIEW PROCESS**. Applications for MPDs shall be reviewed according to LMC Chapter 15-6.

B. **VARIANCES AND NON-CONFORMING USES**. The Board of Adjustment must review Applications for Variances and appeals of Planning Director determinations regarding Non-Conforming Uses and Non-Complying Structures in accordance with the regulations set forth in LMC Chapter 15-9. Such approval must be obtained from the Board of Adjustment prior to the issuance of any Conditional Use permit or Master Planned Development, or other approval by the

Planning Commission or Planning Department. All action on an Application shall be stayed upon the determination that a Board of Adjustment approval is required.

C. **PLAT AMENDMENTS/SUBDIVISION**. Plat Amendments and Subdivisions must be reviewed pursuant to LMC Chapter 15-7. No Building Permit may be issued prior to such an approval.

D. **ADMINISTRATIVE CONDITIONAL USE PERMITS**. The Planning Director, or his or her designee, shall review and take Final Action on Administrative Conditional Use permits. Review process shall be consistent with Section 15-1-10(A-H), with the exception that no published notice, as described in 15-1-12, shall be required.

E. **ADMINISTRATIVE PERMITS**. The Planning Department shall review and take Final Action on Administrative Permits. Review process shall be consistent with the requirements herein for those Uses requiring an Administrative Permit, such as a Medical Cannabis Production Establishment or a Medical Cannabis Pharmacy; temporary tents, Structures, and vendors; temporary Special Event and temporary change of occupancy permits; regulated Accessory Apartments; specified outdoor events and Uses; Family Child Care in specified Zoning Districts; and temporary telecommunication Antennas, where these Uses are designated as requiring Administrative Permits. These Uses may require Administrative Conditional Use permits or Conditional Use permits in some Zoning Districts pursuant to Section 15-2.

Section 2. Chapter 15-2.25 is adopted to read:

15-2.25 Medical Cannabis Production Establishment (MCPE) Light

Industrial/Agricultural Overlay Zone

Section 3. Section 15-2.25-1 is adopted to read:

15-2.25-1 Purpose

The purpose of the Medical Cannabis Production Establishment (MCPE) Light

Industrial/Agricultural Overlay Zone is to:

A. Provide a Zoning District for the location of Medical Cannabis Production

Establishments, subject to state licensure, an Administrative Permit pursuant to

LMC § 15-1-11(E), and a Business License pursuant to Park City Code Title 4,

Licensing.

B. MAIN STREET PARKS. For purposes of regulating the location of Medical

Cannabis Production Establishments and Medical Cannabis Pharmacies only,

public parks on Historic Main Street include 9th Street & Park Avenue Park/North

Trolley Turnaround, Crescent Tram Trail, Rodney Schreurs Walkway, Bear

Bench Walkway, Washington School Inn Walkway, Raddon Walkway, Miners

Park, 3rd Street Right-of-Way Walkway, 2nd Street Right-of-Way Walkway, and

Old Town Park.

Section 4. Section 15-2.25-2 is adopted to read:

15-2.25-2 Related Provisions

- **Administrative Permit. LMC § 15-1-11(E).**
- **Licensing. Park City Code, Title 4.**
- **Frontage Protection Zone. LMC Chapter 15-2.20.**
- **Fences and Retaining Walls. LMC § 15-4-2.**

EXHIBIT A

- Placement Of Satellite Receiving Antennas. LMC § 15-4-13.
- Parking. LMC Chapter 15-3.
- Landscaping. Title 14; LMC § 15-3-3(D).
- Lighting. LMC § 15-3-3(C) and § 15-5-5(J).
- Sign Code. Park City Code, Title 12.
- Architectural Design. LMC Chapter 15-5.
- Snow Storage. LMC § 15-3-3(E).

Section 5. Section 15-15-1 is amended to read:

15-15-1 Definitions

MEDICAL CANNABIS PHARMACY. A pharmacy as defined in Utah Code § 26-61a-102, as amended, that obtains a Utah Department of Health license, meets the proximity requirements of the Utah Code, is not located in a Primarily Residential Zoning District, and obtains a local land use Administrative Permit pursuant to LMC § 15-1-11(E) and a Business License pursuant to Title 4 of the Park City Code.

MEDICAL CANNABIS PRODUCTION ESTABLISHMENT. A medical cannabis cultivation facility, a medical cannabis production facility, or an independent medical cannabis testing laboratory as defined in Utah Code § 4-41a-102, as amended, that obtains a Utah Department of Food and Agriculture license, meets the proximity requirements of the Utah Code, and obtains a local land use Administrative Permit pursuant to LMC § 15-1-11(E) and a Business License pursuant to Title 4 of the Park City Code. A Medical Cannabis Production Establishment may only be located in the Medical Cannabis Production Establishment Light Industrial/Agricultural Overlay Zoning District.

EXHIBIT A

PRIMARILY RESIDENTIAL ZONING DISTRICT. For purposes of regulating the location of Medical Cannabis Production Establishments and Medical Cannabis Pharmacies only, the following Zoning Districts shall be considered Primarily Residential: Historic Residential-Low Density (HRL) District; Historic Residential (HR-1) District; Historic Residential (HR-2) District; Historic Residential-Medium Density (HRM) District; Historic Recreation Commercial (HRC) District; Rural Estate (E-40) District; Estate (E) District; Single Family (SF) District; Residential (R-1) District; Residential Development (RD) District; Residential Development-Medium Density (RDM) District; Residential-Medium Density (RM) District; Community Transition (CT) District south of Kearns Boulevard/State Road 248; and the Light Industrial District east of Bonanza Drive.

Section 6. Section 15-15-2 is amended to read:

15-15-2 List of Defined Terms

-M-

Master Festival

Master Planned Development (MPD)

Material Deconstruction or Dismantling

Maximum Extent Feasible

Maximum House Size

Medical Cannabis Pharmacy

Medical Cannabis Production Establishment

Model Home

EXHIBIT A

115	-P-
116	Parcel
117	Parking, Public
118	Parking, Residential
119	Parking, Shared
120	Parking Area
121	Parking Lot, Commercial
122	Parking Space
123	Parking Structure
124	Passenger Tramway
125	Period of Historic Significance
126	Person
127	Pervious Surface
128	Pet Services, Household Pets
129	Pet Services, Household Pet Boarding
130	Pet Services, Household Pet Daycare
131	Pet Services, Household Pet Grooming
132	Pet Services, Veterinary Clinic
133	Physical Mine Hazard
134	Planned Unit Development (PUD)
135	Porous Paving
136	Preliminary Plat
137	Preservation

EXHIBIT A

- 138 Preservation Easement
- 139 Primarily Residential Zoning District
- 140 Private Club (see Club, Private)
- 141 Private Event
- 142 Private Event Facility
- 143 Private Plaza
- 144 Private Residence Club (see Club, Private Residence)
- 145 Private Residence Club Conversion (see Club, Private Residence Conversion)
- 146 Private Residence Club Project (see Club, Private Residence Project)
- 147 Property
- 148 Property, Storefront
- 149 Property Line
- 150 Property Line, Front
- 151 Property Owner
- 152 Public Art
- 153 Public Improvement
- 154 Public Use

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Caitlyn Barhorst

Submitting Department: Planning

Item Type: Staff Report

Agenda Section:

Subject:

Call-Up of a Conditional Use Permit for a Private Driveway within a Platted, Unbuilt City Street, Located at 901 Woodside Avenue, Park City, Utah
(A) Public Hearing (B) Action

Suggested Action:

Attachments:

[901 Woodside Avenue Conditional Use Permit - City Council Call Up Staff Report](#)

[Exhibit A: Project Description and Proposed Plans, Revised October 29, 2019](#)

[Exhibit B: Example Encroachment Agreement](#)

[Exhibit C: HPB August 7 2019 Staff Report](#)

[Exhibit D: HPB August 7 2019 Minutes](#)

[Exhibit E: Public Comment](#)

[Exhibit F: Durham Jones & Pinegar, P.C. Letter](#)



PLANNING DEPARTMENT

City Council Call-Up Staff Report

Subject: 901 Woodside Avenue – Construction of a Private Driveway within a Platted, Unbuilt City Street
Project #: PL-19-04142
Author: Caitlyn Barhorst
Date: December 19, 2019
Type of Item: Administrative – Conditional Use Permit

Summary Recommendations

Staff recommends City Council review the Conditional Use Permit (CUP) for the Construction of a Private Driveway within a Platted, Unbuilt City Street, hold a public hearing, and consider approving the Conditional Use Permit based on the following Findings of Fact, Conclusions of Law, and Conditions of Approval.

Description

Applicant: Jerry Fiat for 901 Woodside LLC, represented by Jonathan DeGray, Architect
Location: 901 Woodside Avenue
Designation: Landmark Historic Site
Zoning District: Historic Residential (HR-1) Zoning District
Adjacent Land Uses: Single-Family, Multi-Family, Commercial
Reason for Review: Conditional Use Permit applications are reviewed and approved by the Planning Commission.

Proposal

901 Woodside Avenue is located in the HR-1 Zoning District. The purpose of the HR-1 is to encourage the preservation of Historic Structures as well as encourage construction of Historically Compatible Structures. To preserve the Landmark Historic Site, the applicant is proposing the construction of a paved and heated Private Driveway to access a single-car garage under the existing Landmark Historic Structure, as well as a public pedestrian path and stairway within a Platted, Unbuilt City Street.

Landmark Historic Sites that are designated as such on the City's Historic Sites Inventory retain a high-level of character defining features that make them "landmark" examples of the Historic resources in Park City. The stairs and retaining wall in the front yard as well as the front façade of 901 Woodside Avenue are important historic elements of the Site and Structure. Staff and the HPB find the proposed design of the garage on the secondary (side) façade with not alter the Landmark designation.

The applicant proposes to construct, finance, and maintain a paved and heated pedestrian path that will be raised with a six inch (6") curb and constructed of a colored

concrete. The applicant also proposes to construct a public pedestrian stairway (as seen in **Exhibit A**) that will be continued to Norfolk Avenue by the City. In addition, there will be a landscaped partition along Woodside Avenue to further separate the pedestrian pathway from the driveway.

The applicant is proposing to install a sign along Woodside indicating the pathway is for Public Access. There will be no parked cars allowed on the driveway as that would be obstructing the Right-of-Way access, which will be indicated by a No Parking sign.

The following items were addressed and the plans were updated regarding comments made during the September 25, 2019 Planning Commission meeting:

1. The sidewalk has been separated from the driveway by a landscape planter;
2. The front retaining wall along the south property line of 901 Woodside has been reduced and steps down along the driveway;
3. A meandering dirt path on the uphill side of the driveway at a 4:12 slope has been added on the uphill end of the paved driveway.

Figure 1: Proposed Site Plan, revised October 26, 2019. (see **Exhibit A for full drawing set)**

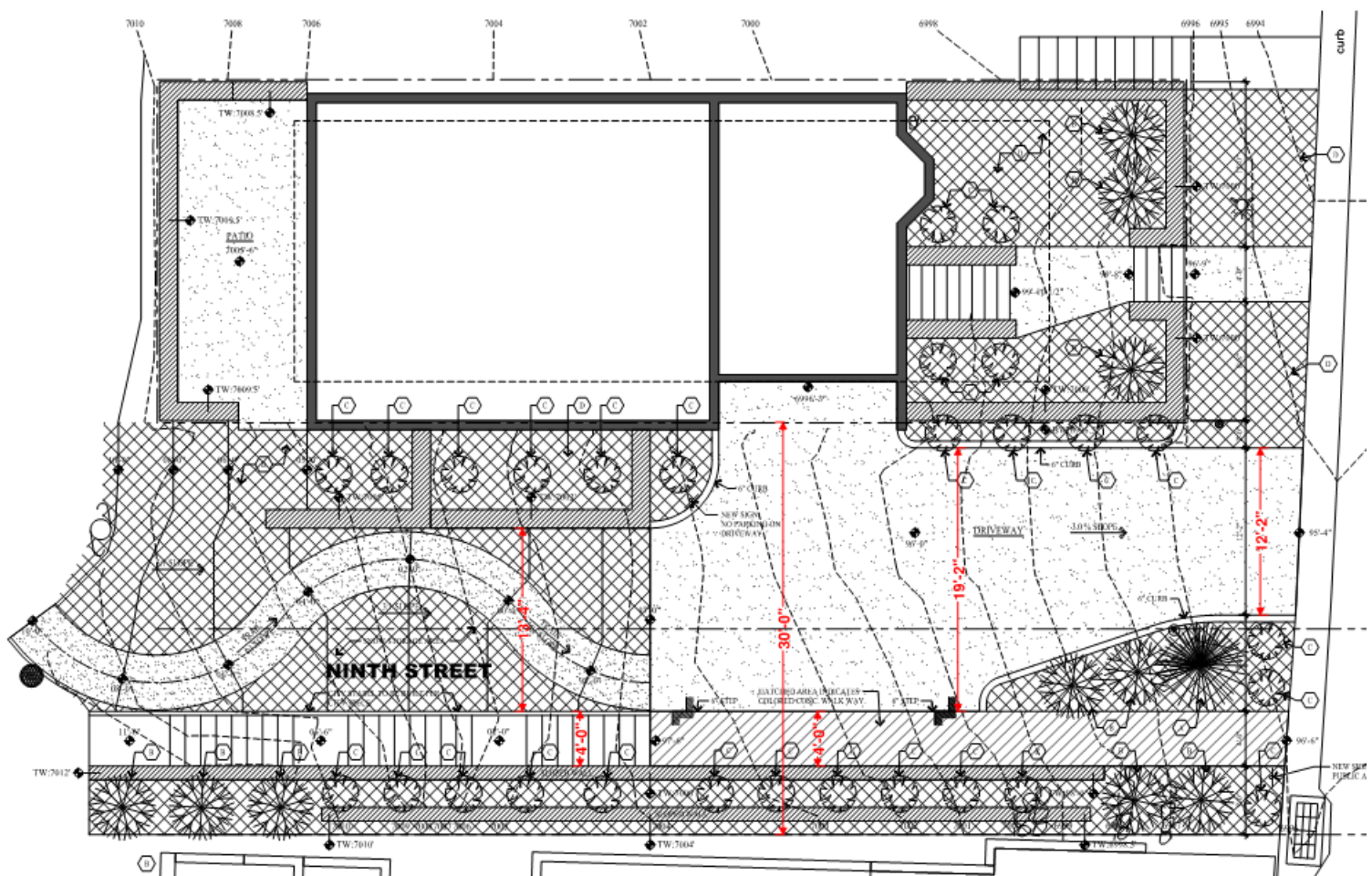


Figure 2: Original Site Plan with driveway design, seen at the August 14, 2019 Planning Commission meeting. The yellow highlighted area shows the original proposed public pathway.

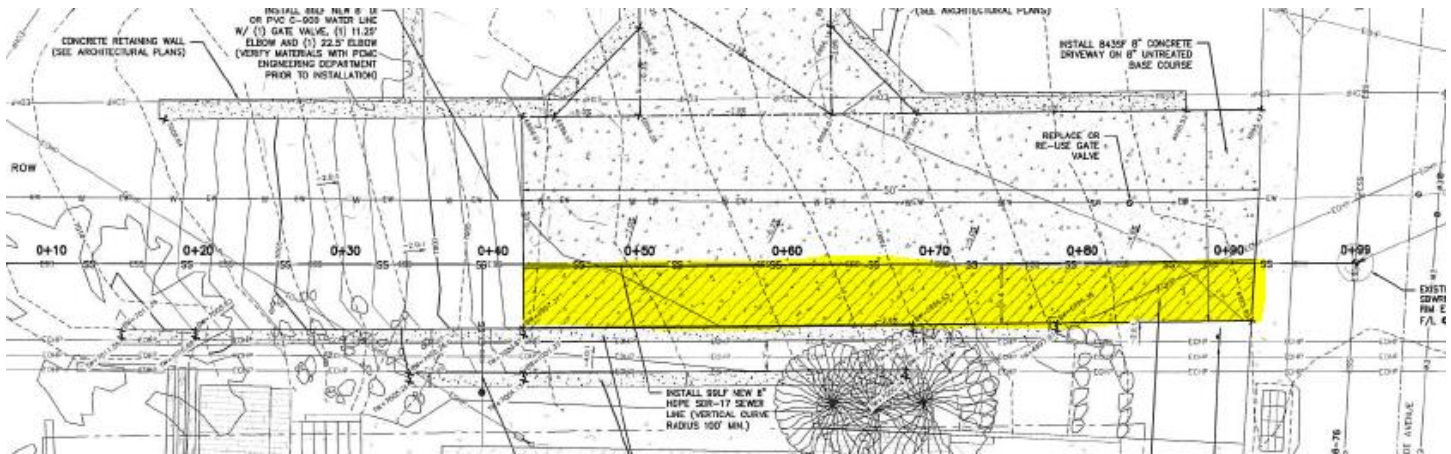


Figure 3: Updated Renderings of Project Proposal, revised October 29, 2019.



City Council Call-Up

Per LMC 15-1-18(K), the City Council may call up any Final Action taken by the Planning Commission for review by the Council. In calling a matter up, the Council may limit the scope of the call-up to certain issues. On November 21, 2019, the City Council motioned for a call-up for the 901 Woodside Conditional Use Permit ([Staff Report](#)). The motioned passed with a four-to-one (4-1) vote.

Background

The Historic District Design Review (HDDR) for the Material Deconstruction and Disassembly and Reassembly (Panelization) for 901 Woodside Avenue was reviewed by the Historic Preservation Board (HPB) on August 7, 2019 and approved. See **Exhibit C and Exhibit D** for the HPB Staff Report and Minutes. The property at 901 Woodside Avenue is a Landmark Historic Site on the Park City Historic Sites Inventory.

On August 14, 2019, Planning Commission approved the Conditional Use Permit for an Addition to a Historic Structure located within the Building Setbacks. ([Staff Report](#), page 400, and [Minutes](#) page 46).

The following is a history of the Planning Commission meetings:

- August 14, 2019, continued to a date uncertain ([Staff Report](#) page 417, and [Minutes](#) page 51);
- September 11, 2019, continued to September 25, 2019 ([Staff Report](#), page 137, and [Minutes](#) page 44);
- September 25, 2019 meeting, continued to November 13, 2019 ([Staff Report](#) page 3, and [Minutes](#) page 2). The applicant presentation showing locations of other driveways within rights-of-ways starts on page 25 of the minutes;
- November 13, 2019 meeting, the motion failed with a 3-3 split vote. ([Staff Report](#) page 107 and [Minutes](#) page 8).

At the November 13, 2019 Planning Commission meeting, the following issues were discussed by the commissioners:

1. **Public Use of the Private Driveway.** Some commissioners were concerned there was not enough clarity that the driveway could also be used for public access (biking/ hiking) and the public was not restricted to only using the pathway. The proposed signage was for “no parking” and the applicant stated they would be willing to work with staff on clarifying the language on the signage. Staff has proposed Condition of Approval #10 to address these concerns, as the signage was proposed as a part of the plans, but was not a Condition of Approval in the November 13, 2019 staff report.

2. **Conditional Use Permit Criteria #3 Utility Capacity.** Some Planning Commission comments voiced concern that staff had not sufficiently evaluated the existing utilities within the 9th Street right-of-way, and the City costs of emergency repairs would be higher in the future. The applicant and staff clarified that the proposal has been through the internal Development Review Committee, and the updated design has been reviewed by the City Engineer. The proposed Line Extension Agreement has been reviewed by Snyderville Basin Water Reclamation District and the slope of the current design meets the requirements. Paragraph #3 and #4 of the encroachment agreement (**Exhibit B**) state that the agreement is to allow the City, at some future date, make improvements to the 9th Street right-of-way, and that the associated costs are at the Owner(s)' expense.
3. **Conditional Use Permit Criteria #5 Off-Street Parking.** The three commissioners voting against the permit determined the driveway in fact takes away two (2) [informal] parking spaces from public use as currently people park within the unbuilt right of way. Staff responded citing the criteria in this CUP application does not include such informal use. There are no formal established parking spots being removed. The proposal is for driveway access to a single-car garage.
4. **Conditional Use Permit Criteria #16: General Plan.** Concerns were raised that the driveway design is inconsistent with the Small Town Feel, Natural Setting, and Open Space goals. See below for staff General Plan analysis. The City Attorney clarified that the criteria in the ordinance governed the CUP application, not policies of open space protection generally.
5. **Setback Variance.** One Commissioner asked about a previous variance application regarding 1090 Norfolk Avenue along 11th Street right-of-way for the side setback reduction. The application was to reduce the side setback along the Unbuilt City Street from five feet (5') to three feet (3'), as well as requesting to construct a chimney that projects two feet (2') into the three foot (3') setback. The setback variance was granted, but the variance to allow the proposed chimney to encroach two feet (2') into the three foot (3') setback was denied, per staff's recommendation as the chimney would only be one foot (1') from the property line along the right-of-way. Staff clarified that the permanent setback variance for a structure is different than flatwork and landscaping, which is revocable per the encroachment agreement. The standards for a variance are also different than the CUP standards and criteria of this application.

Purpose

The purpose of the Historic Residential HR-1 District is to:

- A. preserve present land Uses and character of the Historic residential Areas of Park City,
- B. encourage the preservation of Historic Structures,
- C. encourage construction of Historically Compatible Structures that contribute to the character and scale of the Historic District and maintain existing residential neighborhoods,
- D. encourage single family Development on combinations of 25' x 75' Historic Lots,
- E. define Development parameters that are consistent with the General Plan policies for the Historic core, and
- F. establish Development review criteria for new Development on Steep Slopes which mitigate impacts to mass and scale and the environment.

The proposal complies with the above goals as the applicant is preserving the Historic fabric of the site as well as creating pedestrian-oriented development by taking a parked car from the street to the garage as well as with the pathway for public use.

If the city were to develop a road along the un-built 9th street in the future, the private driveway would be removed and the driveway access to the garage at 901 Woodside Avenue would be changed to accommodate the street. **Exhibit B** is an example encroachment agreement provided by the Engineering Department, which outlines the ability and process for the City to improve the 9th Street right-of-way at a future date.

No parking will be allowed in or on the driveway. It is solely for the access to the basement- level garage beneath the Historic Structure. See the sign requirement of proposed Conditional of Approval #10.

Analysis

The analysis from the November 13, 2019 Planning Commission meeting is as follows:

Staff has included the following sections for Analysis:

- I. [LMC 15-3-5 Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets](#)
- II. [LMC 15-1-10\(E\) Conditional Use Permit Review Criteria](#)

Section I. [LMC 15-3-5 Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets](#)

- A. The driveway shall not exceed ten percent (10%) Slope.

Complies

The proposed driveway is 3% and does not exceed ten percent (10%) Slope maximum. See Exhibit A for Proposed Plans.

- B. Adequate snow storage Area along the downhill side and/or end of the driveway shall be provided.

Complies

The proposal allows for adequate snow storage at the downhill (north east), end of the driveway. The driveway and public pedestrian path will be heated.

- C. The driveway must be paved with asphalt or concrete.

Complies

The applicant is proposing to construct the driveway and public pedestrian pathway out of concrete. The concrete will be heated.

- D. The driveway must not pre-empt any existing physical parking, which may occur in the platted Street. If the platted Street has been improved to provide Public Parking, then any driveway proposal must replace such parking with new Public Parking of equal or better convenience and construction.

Complies

The driveway does not pre-empt any existing physical parking and the platted Street has not been improved to provide Public parking. The parking proposed for 901 Woodside Avenue will be within the garage underneath the Historic Structure.

- E. The driveway and related improvements such as retaining walls shall be designed and built to minimize present and future conflicts with public utilities and stairs.

Complies

The applicant designed the driveway proposal after discussion with the City Engineer as well as the comments made at previous Planning Commission meetings. The retaining walls for the site grading have been stepped to reduce the mass, and the applicant is constructing the public staircase that will be continued by the City up to Norfolk Avenue. The applicant is also building a new water line per the discussions with the City Engineer and public utilities.

- F. The driveway construction requires a Conditional Use permit, Section 15-1-10.

Complies

See Section II. below for review.

- G. An encroachment permit for the driveway is required.

Complies as conditioned

The applicant shall record an encroachment agreement for the driveway prior to issuance of the Building Permit. See Condition of Approval #9.

- H. Private utilities, including snow melt devices, within the platted City Street require approval by the City Engineer.

Complies

The Building Permit will be reviewed by the City Engineer prior to issuance.

Staff finds the proposal **complies** with LMC 15-3-5 Driveway Standards for Private Driveways Within Platted, Unbuilt City Streets.

Section II. LMC 15-1-10(E) Review

The Planning Department and/or Planning Commission must review each of the following items when considering whether or not the proposed Conditional Use mitigates impacts of and addresses the following items:

1. Size and location of the site

No Unmitigated Impacts

The Lot is 1,875 square feet (0.04 acres). The site is located on Woodside Avenue (north east property boundary) and abuts a Platted Public Right of Way to the south-east. This is an existing Historic Single-Family Dwelling. This proposal does not extend the allowable Building Footprint, Lot size, Building Pad, or Building Envelope.

2. Traffic considerations including capacity of the existing Streets in the Area

No Unmitigated Impacts

There is no change in Use that would generate additional vehicular trips beyond the current and Historic Single-Family use.

3. Utility capacity

No Unmitigated Impacts

The current use is Single-Family and the proposal does not change the Use. There are no impacts in utility capacity. The proposed heated driveway and heated public walkway will be controlled by the utilities at 901 Woodside Avenue.

4. Emergency vehicle access

No Unmitigated Impacts

There is no impact to the existing emergency vehicle access.

5. Location and amount of off street parking

No Unmitigated Impacts

Per LMC 15-2.2-4, Existing Historic Structures that do not comply with Off-Street parking are valid Non-Complying Structures. The proposal does not create a Lockout Unit or an Accessory Apartment; therefore, no additional parking is required. However, the benefit of the proposed driveway access is twofold of 1) Preserving the character of the Landmark Historic Structure by not altering the primary façade and 2) it reduces the on-street parking number for Woodside Avenue. The applicant is proposing a single-car garage underneath the existing Historic Structure which will allow one off street parking spot.

6. Internal vehicular and pedestrian circulation system

Not applicable

There is no impact to the existing internal and pedestrian circulation system.

7. Fencing, Screening and landscaping to separate the Use from adjoining Uses

No Unmitigated Impacts

There is no commercial Use; therefore, no separation between Residential and commercial Uses is required. The separation from the driveway use and pedestrian pathway use is achieved from the landscaped separation at the street/ curb, as well as by providing a varying paved surface for each use. The pedestrian pathway will be constructed of a colored, heated concrete and the driveway will be constructed of uncolored, heated concrete.

8. Building mass, bulk, and orientation, and the location of Buildings on the Site; including orientation to Buildings on adjoining Lots

No Unmitigated Impacts

The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not change the building mass, location, or orientation. The proposed basement with side garage entry and driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade character. No increase in Building Footprint will be achieved through the addition of the subject basement area. The proposed design incorporates stepped site grading in order to reduce the perceived bulk. See Exhibit A for a rendering of the proposal and proposed plans.

9. Usable Open Space

No Unmitigated Impacts

The definition of “Open Space, Landscaped” in the Land Management Code includes “necessary public improvements... and public pedestrian amenities”, and does not include Buildings or Structures. There are no proposed Buildings within the unbuilt Right of Way, and the proposed Structures (including the driveway as well as the pedestrian access pathway and staircase) are providing a clear access corridor along the unbuilt Right of Way that currently does not have any build pedestrian access. The definition of “Open Space, Natural” includes “trail linkages... or view corridors.” The proposal does not obstruct any view corridors as no Building is proposed that would block the views and provides a trail along the uphill side where the driveway ends.

10. Signs and lighting

No Unmitigated Impacts

The proposal includes a sign noting the pathway is for public access as well as a sign for no parking on the driveway.

11. Physical design and Compatibility with surrounding Structures in mass, scale, style, design, and architectural detailing

No Unmitigated Impacts

There is no impact to the Compatibility with surrounding structures or perceived mass from the Street. The current HDDR application has been reviewed under the

Design Guidelines for Historic Districts and Historic Sites and does not impact the compatibility with surrounding structures. The proposed basement addition with side garage entry and driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the historic character. The proposed site grading retaining walls have been stepped and will be landscaped to reduce the mass and scale.

12. Noise, vibration, odors, steam, or other mechanical factors that might affect people and property Off-site

No Unmitigated Impacts

The construction of the driveway will allow for a car to be parked in the garage which will result in occasional noise of the garage door opening and car. There is currently an unapproved parking area on the location of the proposed driveway and the change in the site will improve the off-street parking.

13. Control of delivery and service vehicles, loading and unloading zones, and Screening of trash pickup Areas

Not applicable

There are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.

14. Expected Ownership and management of the project as primary residences, Condominiums, time interval ownership, nightly rental, or commercial tenancies, how the form of ownership affects taxing entities

Not applicable

This is a Single-Family Dwelling.

15. Within and adjoining the Site, impacts on Environmentally Sensitive Lands, Slope retention, and appropriateness of the proposed Structure to the topography of the Site

No Unmitigated Impacts

The proposed improvements will be appropriately re-graded and reviewed thoroughly through the Building Permit.

16. Reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding.

No Unmitigated Impacts

This proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan. The General Plan establishes several goals and objectives including, but not limited to:

- *Goal 4: Open Space- Conserve a connected, healthy network of open space for continued access to and respect for Natural Setting.*
 - *The proposed driveway incorporates landscaping and site grading with respect to the Natural Setting as well as a trail path on the uphill side of the proposed driveway. This, along with the pedestrian access corridor consisting of the heated concrete pathway and the staircase will allow for continued access.*

- *Goal 15: Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations.*
 - *The proposal preserves the integrity of the Landmark Historic Site by not altering the main façade of the Structure. The design respects the massing and scale of the Historic Structure and is compatible with the Historic District Design Guidelines.*
- *Objective 15A: Maintain the integrity of historic resources within Park City as a community asset for future generations, including historic resources locally designated on the Park City Historic Sites Inventory and its two National Register Historic Districts – the Main Street Historic District and the Mining Boom Era Residences Thematic District.*
 - *The integrity of the Historic Site is retained through no impacts to the main (front) elevation with the proposal of the side-entrance garage.*
- *Objective 15B: Maintain character, context and scale of local historic districts with compatible infill development and additions.*
 - *The design of the garage addition is consistent with the Historic District Design Guidelines and maintains the context of the site and surrounding neighborhood through maintaining the 12ft driveway curb cut.*

Staff finds the proposal has no unmitigated impacts concerning LMC 15-1-10(E) Conditional Use Permit Review Criteria.

Department Review

This project has gone through an interdepartmental review.

Notice

On December 5, 2019 the property was posted and notice was mailed to property owners within 300 feet regarding the City Council Call-Up of the Conditional Use Permit for 901 Woodside Avenue. Legal notice was also published on the Utah Public Notice Website and Park Record on December 4, 2019 according to requirements of the Land Management Code.

Public Input

All of the public input received at the time of publishing this report can be seen in **Exhibit E**.

Alternatives

- The City Council may approve the Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street at 901 Woodside Avenue, as conditioned or amended; or
- The City Council may deny Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street at 901 Woodside Avenue and direct staff to make Findings for this decision; or

- The City Council may continue the discussion on the Conditional Use Permit for the Construction of a Private Driveway within a Platted, Unbuilt City Street at 901 Woodside Avenue and request additional information or analysis in order to take action.

Significant Impacts

There are no significant impacts from this application that haven't been addressed or mitigated through Conditions of Approval. The applicant has worked with city departments to update the design per the concerns with pedestrian accessibility.

Consequences of not taking action on the Suggested Recommendation

The applicant would have to redesign the proposed addition and meet Setback requirements which would alter the Historic Character of the Landmark Site.

Recommendation

Staff recommends that the City Council review the Conditional Use Permit, as revised October 26, 2019, for the Construction of a Private Driveway within a Platted, Unbuilt City Street, hold a public hearing, and consider approving the Conditional Use Permit based on the Findings of Fact, Conclusions of Law, and Conditions of Approval.

Findings of Fact

1. The subject property is located at 901 Woodside Avenue is located in the Historic Residential (HR-1) Zoning District, and is listed as a "Landmark" Historic Site on the City's Historic Sites Inventory (HSI).
2. The applicant is requesting to construct a private driveway within a platted un-built city street. The pedestrian path proposed within the right of way will be constructed of a colored , heated concrete and will be raised with a 6" (six inch) curb.
3. The applicant's proposal is required for the rehabilitation of this Structure and will raise the structure two feet (2') from existing floor level to encompass the new basement.
4. A Historic District Design Review (HDDR) application is currently under review for the complete restoration and rehabilitation of the Historic Structure which includes Disassembly and Reassembly (Panelization) and construction of a basement foundation within the Building Setbacks.
5. On August 7, 2019, the Historic Preservation Board reviewed and approved the Material Deconstruction and Disassembly and Reassembly (Panelization) of the Landmark Historic Site.
6. The Conditional Use Permit (CUP) application was deemed complete on April 19, 2019.
7. A revised site plan was submitted on October 26, 2019. See Exhibit A for the revised site plan.
8. On August 14, 2019 the CUP for the setback exception to an existing Historic Structure was approved.

9. The Landmark Historic Structure at 901 Woodside Avenue is a Single-Family Dwelling. A Single-Family Dwelling is an Allowed Use in the HR-1 Zoning District.
10. Per LMC 15-2.2-4 the Planning Commission shall review any CUP application in the HR-1 District per the review criteria.
11. Per LMC 3-5, the proposal is subject to the standards for private driveways within platted, unbuilt city streets.
12. Per LMC 15-1-10(E), the proposal is subject to review according to the Conditional Use Permit Criteria.
13. The proposal complies with LMC 3-5(A) as the proposed driveway does not exceed ten percent (10%) Slope.
14. The proposal complies with LMC 3-5(B) as the proposal allows for adequate snow storage at the downhill, end of the driveway. The driveway and public pedestrian path will be heated.
15. The proposal complies with LMC 3-5(C) as the applicant is proposing to construct the driveway and public pedestrian path out of concrete. The concrete will be heated.
16. The proposal complies with LMC 3-5(D) as the driveway does not pre-empt any existing physical parking and the platted Street has not been improved to provide Public parking. The parking proposed for 901 Woodside Avenue will be within the garage underneath the Historic Structure.
17. The proposal complies with LMC 3-5(E) as the applicant designed the driveway proposal after discussion with the City Engineer as well as the comments made at previous Planning Commission meetings. The retaining walls for the site grading have been stepped to reduce the mass, and the applicant is constructing the public staircase that will be continued by the City up to Norfolk Avenue. The applicant is also building a new water line per the discussions with the City Engineer and public utilities.
18. The proposal complies with LMC 3-5(F) as the applicant has been approved for a Conditional Use Permit.
19. The proposal complies with LMC 3-5(G) as the applicant shall record an encroachment agreement for the driveway prior to issuance of the Building Permit.
20. The proposal complies with LMC 3-5(H) as the Building Permit will be reviewed by the City Engineer prior to issuance.
21. There are no unmitigated impacts to LMC 15-1-10(E)(1) size and location of the site, The Lot is 1,875 square feet (0.04 acres). The site is located on Woodside Avenue (north east property boundary) and abuts a Platted Public Right of Way to the south east. This is an existing Historic Single-Family Dwelling.-This proposal does not extend the allowable Building Footprint, Lot size, Building Pad, or Building Envelope.
22. There are no unmitigated impacts to LMC 15-1-10(E)(2) as there is no change in Use that would generate additional vehicular trips beyond the current and Historic Single-Family use.
23. There are no unmitigated impacts to 15-1-10(E)(3) as the current use is Single-Family and the proposal does not change the Use. There are no impacts in utility capacity. The proposed heated driveway and heated public walkway will be controlled by the utilities at 901 Woodside Avenue.
24. There are no unmitigated impacts to LMC 15-1-10(E)(4) as there is no impact to the existing emergency vehicle access.

25. There are no unmitigated impacts to LMC 15-1-10(E)(5) as per LMC 15-2.2-4, Existing Historic Structures that do not comply with Off-Street parking are valid Non-Complying Structures. The proposal does not create a Lockout Unit or an Accessory Apartment; therefore, no additional parking is required. The applicant is proposing a single-car garage underneath the existing Historic Structure which will allow one off street parking spot.
26. LMC 15-1-10(E)(6) internal vehicular and pedestrian circulation system, is not applicable as there is no impact to the existing internal and pedestrian circulation system.
27. There are no unmitigated impacts to LMC 15-1-10(E)(7) as there is no commercial Use; therefore, no separation between Residential and commercial Uses is required. The separation from the driveway use and pedestrian pathway use is achieved from the landscaped separation at the street/ curb, as well as by providing a varying paved surface for each use. The pedestrian pathway will be constructed of a colored, heated concrete and the driveway will be constructed of uncolored, heated concrete.
28. There are no unmitigated impacts to LMC 15-1-10(E)(8) as the current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not change the building mass, location, or orientation. The proposed basement with side garage entry and driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the front façade character. No increase in Building Footprint will be achieved through the addition of the subject basement area. The proposed design incorporates stepped site grading in order to reduce the perceived bulk.
29. There are no unmitigated impacts to LMC 15-1-10(E)(9) usable Open Space. The definition of "Open Space, Landscaped" in the Land Management Code includes "necessary public improvements... and public pedestrian amenities", and does not include Buildings or Structures. There are no proposed Buildings within the unbuilt Right of Way, and the proposed Structures (including the driveway as well as the pedestrian access pathway and staircase) are providing a clear access corridor along the unbuilt Right of Way that currently does not have any build pedestrian access. The definition of "Open Space, Natural" includes "trail linkages... or view corridors." The proposal does not obstruct any view corridors as no Building is proposed that would block the views and provides a trail along the uphill side where the driveway ends.
30. There are no unmitigated impacts to LMC 15-1-10(E)(10) signs and lighting, the proposal includes a sign noting the pathway is for public access as well as a sign for no parking on the driveway.
31. There are no unmitigated impacts to LMC 15-1-10(E)(11) as there is no impact to the Compatibility with surrounding structures or perceived mass from the Street. The current HDDR application has been reviewed under the Design Guidelines for Historic Districts and Historic Sites and does not impact the compatibility with surrounding structures. The proposed basement addition with side garage entry and driveway preserves the Historic character of the Landmark designated Site by entering from the side and not changing the integrity of the historic character. The proposed site grading retaining walls have been stepped and will be landscaped to reduce the mass and scale.

32. There are no unmitigated impacts to LMC 15-1-10(E)(12) as the construction of the driveway will allow for a car to be parked in the garage which will result in occasional noise of the garage door opening and car. There is currently an unapproved parking area on the location of the proposed driveway and the change in the site will improve the off-street parking.
33. LMC 15-1-10(E)(13) is not applicable as there are no changes that will impact the control of delivery and service vehicles, loading and unloading zones, or Screening of trash pickup Areas.
34. LMC 15-1-10(E)(14) is not applicable as this is a Single-Family Dwelling.
35. There are no unmitigated impacts to LMC 15-1-10(E)(15) the proposed improvements will be appropriately re-graded and reviewed thoroughly through the Building Permit.
36. There are no unmitigated impacts to LMC 15-1-10(E)(16) reviewed for consistency with the goals and objectives of the Park City General Plan; however such review for consistency shall not alone be binding, as this proposal has been reviewed for consistency with the Goals and Objectives of the Park City General Plan. The General Plan establishes several goals and objectives including, but not limited to:
- Goal 4: Open Space- Conserve a connected, healthy network of open space for continued access to and respect for Natural Setting.
 - The proposed driveway incorporates landscaping and site grading with respect to the Natural Setting as well as a trail path on the uphill side of the proposed driveway. This, along with the pedestrian access corridor consisting of the heated concrete pathway and the staircase will allow for continued access.
 - Goal 15: Preserve the integrity, mass, scale, compatibility and historic fabric of the nationally and locally designated historic resources and districts for future generations.
 - The proposal preserves the integrity of the Landmark Historic Site by not altering the main façade of the Structure. The design respects the massing and scale of the Historic Structure and is compatible with the Historic District Design Guidelines.
 - Objective 15A: Maintain the integrity of historic resources within Park City as a community asset for future generations, including historic resources locally designated on the Park City Historic Sites Inventory and its two National Register Historic Districts – the Main Street Historic District and the Mining Boom Era Residences Thematic District.
 - The integrity of the Historic Site is retained through no impacts to the main (front) elevation with the proposal of the side-entrance garage.
 - Objective 15B: Maintain character, context and scale of local historic districts with compatible infill development and additions.
 - The design of the garage addition is consistent with the Historic District Design Guidelines and maintains the context of the site and surrounding neighborhood through maintaining the 12ft driveway curb cut.
37. On December 5, 2019 the property was posted and notice was mailed to property owners within 300 feet. Legal notice was also published on the Utah Public Notice Website and Park Record on December 4, 2019 according to requirements of the Land Management Code.

38. The Findings in the Analysis section of this report are incorporated herein.

Conclusions of Law

1. The application complies with all requirements of the LMC and satisfies all Conditional Use Permit review criteria as established by the [LMC 15-1-10](#) and [LMC 15-3-5](#).
2. The Use, as conditioned, is Compatible with surrounding Structures in Use, scale, mass and circulation; and
3. The effects of any differences in Use or scale have been mitigated through careful planning.

Conditions of Approval

1. All Standard Project Conditions shall apply.
2. City approval of a construction mitigation plan is a condition precedent to the issuance of any building permits.
3. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards, to include driveway and Parking Area layout, is a condition precedent to building permit issuance. An approved shoring plan is required prior to excavation.
4. This approval will expire on December 19, 2020, if a complete building permit submittal has not been applied for, unless a written request for an extension is received and approved by the Planning Director prior to the date of expiration.
5. Modified 13-D fire sprinkler system is required for any new construction/addition.
6. All above grade utility facilities shall be located on the property and properly screened.
7. All Conditions of Approval from the pending Historic Preservation Board Review for Material Deconstruction and Disassembly and Reassembly (Panelization) Action Letter shall apply.
8. All Conditions of Approval from the Action Letter for the pending Historic District Design Review application shall apply.
9. The applicant shall record an encroachment agreement for the driveway prior to issuance of the Building Permit.
10. Signage noting the pathway and driveway is for public access, as well as a “No Parking” sign in the driveway shall be installed prior to Final Planning Inspection of the Building Permit. The applicant shall work with the Planning Department on the wording denoting the public access.

Exhibits

- Exhibit A: Project Description and Proposed Plans, revised October 29, 2019
Exhibit B: Example Encroachment Agreement
Exhibit C: HPB August 7, 2019 [Staff Report](#), page 24

Exhibit D: HPB August 7, 2019 [Minutes](#), page 11
Exhibit E: Public Comment
Exhibit F: Durham Jones & Pinegar, P.C. Letter

Exhibit A

Proposed Plans

October 29, 2019

Park City Municipal Corporation

445 Marsac Avenue

Park City, Utah 84060

Attn: Caitlyn Barhorst, Planning Department

Re: 901 Woodside, Site Plan Revisions

Dear Caitlyn,

As a follow up to our September 19, 2019 letter describing site plan revisions, I am resending the list with revised/added items.

1. The southerly retaining wall at the ROW has been shifted 2' to the south and the retaining wall on the north side of the ROW has been shifted to the property line of 901 Woodside to give more workable dimension for the drive and pedestrian path area to be designed.
2. The driveway has been moved to the north within the ROW to provide room for a new planter area between the south edge of the drive and the north side of the pedestrian walkway.
3. To achieve the proper vehicle turning radius, the drive will move closer to the south property line of 901 Woodside. This will reduce the perceived yard of 901 expanding beyond the south property line into the ROW as it did on the previous scheme. There will be a small planting area between the edge of the drive and the retaining wall.
4. The pedestrian path along the south side of the driveway is now raised 6" to create a pronounced distinction between the drive and the path.
5. The path will be colored concrete where the drive will be natural concrete.
6. Where the concrete path ends at the west end of the driveway a city stair will be built at 901 Woodside expense, from this point up the slope and will terminate in line, approx., with the rear property line of 901 Woodside.
7. The staff has indicated that the city would continue the stair from this point up to Norfolk Avenue.
8. The slope of the adjacent grade to the stair has been reduced to 3:12
9. A meandering dirt path has been added on the slope adjacent to the stair that will achieve a 4:12 slope

Please let me know if you have any questions.

Sincerely,

Jonathan DeGray - Architect

REMODEL/ADDITION
HISTORIC DISTRICT DESIGN REVIEW SET
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

CONSULTANTS

LEGEND	
	BRICK & STONE
	EARTH
	CONCRETE
	CONCRETE MASONRY UNIT
	STEEL (LARGE SCALE)
	RIGID INSULATION
	ROUGH WOOD
	BLOCKING
	ALUMINUM (LARGE SCALE)
	FINISHED WOOD
	BATT OR BLOWN INSULATION
	PLASTER, SAND, OR GROUT, MORTAR
	STEEL (SMALL SCALE)
	BITUMINOUS PAVING
	PLUMWOOD
	GYPSON BOARD
	ROOF NUMBER
	FLOOR, POINT ELEV.
	CENTER LINE
	ROOFING DRA.
	CHANNEL
	ANGLE
	SECTION CUT, DETAIL
	BUILDING SECTION
	KEYED NOTES
	WINDOW TYPE
	DOOR NUMBER
	REVISION
	INTERIOR WALL ELEV.
	WALL TYPE

APPLICABLE CODES			
2015 IRC	2015 IRC		
2015 IPC	2015 IMC		
2014 NEC	2015 FGC		
2015 ECC	2015 FIC		

OCCUPANCY: E2			
CONSTRUCTION TYPE: UB			
ROULING TO BE SPRINKLED, CONTRACTOR			
TO PROVIDE APPROVALS PRIOR TO			
INSTALLATION.			

AREA CALCULATIONS (SF)			
	EXISTING	NEW	TOTAL
LIVING AREA	549	164	713
BASEMENT LEVEL	923	0	916
MAIN LEVEL	941	108	1049
UPPER LEVEL	85	225	310
LOFT LEVEL	2498	490	2988
TOTAL			
GARAGE		302	
DECK AREA			
PATIO AREA			
LOD DISTURBED AREA			
LOT AREA	1875		
ALLOWABLE FOOTPRINT	844		
PROPOSED FOOTPRINT		1087	
		* (180)	

* removal of non-compliance portion of house

[illegible][illegible]

GENERAL NOTES

1. THIS DESIGN IS AN ORIGINAL UNPUBLISHED WORK AND MAY NOT BE DUPLICATED, PUBLISHED AND/OR USED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECTURAL FIRM.
2. THESE SHEETS - LISTED BY DRAWING INDEX, ALL ACCOMPANYING SPECIFICATIONS FOR MATERIALS, WORKMANSHIP QUALITY, AND NOTES HAVE BEEN PREPARED SOLELY FOR THE ARCHITECT'S USE. THEY ARE NOT TO BE REPRODUCED, COPIED, COMPLETE, AND READY FOR OCCUPANCY, AND USE.
3. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH THE CITY OF LOS ANGELES ORDINANCES, STANDARDS, AND/OR ORDINANCES. ANY CONFLICT BETWEEN DESIGN AND REQUIREMENT SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.
4. ANY AND ALL PROPOSED CHANGE, MODIFICATIONS AND/OR SUBSTITUTION SHALL BE REPORTED TO THE ARCHITECT/ENGINEER BEFORE PROCEEDING.
5. IN THE EVENT OF CONFLICT BETWEEN THE DESIGN DOCUMENTS AND/OR JURISDICTIONAL REQUIREMENTS, THE MORE RESTRICTIVE FROM THE STANDPOINT OF SAFETY AND PHYSICAL SECURITY SHALL PREVAIL.
6. ANY INSTALLATION, FINISH OR COMPONENT INTENDED TO BE USED IN THIS PROJECT SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW. A REPRESENTATIVE SAMPLE PRIOR TO PROCEEDING WITH COMPLETION. WORK PERFORMED WITHOUT WRITTEN APPROVAL OF SUCH SAMPLE BY THE ARCHITECT/ENGINEER SHALL BE DEEMED AT THE RISK OF THE ARCHITECT. MINIMUM OF TWO (2) WORKING DAYS NOTICE SHALL BE GIVEN.
7. ALL WORK SHALL BE INSPECTED BY GOVERNING AGENCIES IN ACCORDANCE WITH THEIR REQUIREMENTS. JURISDICTIONAL APPROVAL SHALL BE SECURED BEFORE PROCEEDING WITH WORK.
8. BUILDING DESIGN IS GENERALLY PREDICATED UPON PROVISIONS OF THE 2015 IRC AND AMENDMENTS AS MAY HAVE BEEN LOCALLY ENACTED. ALL REQUIREMENTS OF THE JURISDICTIONAL FIRE DEPARTMENT SHALL BE ACCOMMODATED BY THIS DESIGN, AND ANY CONSEQUENT CONSTRUCTION.
9. ALL 2 IN. GAS PIPE SYSTEM METER SIZES REQUIRE A LETTER APPROVAL FROM QUESTAR GAS COMPANY. PROVIDE A LETTER FROM QUESTAR APPROVING SYSTEMS.
10. ALL FIELD WELDING OR TORCH WORK WILL REQUIRE A SEPARATE "HOT WORK" PERMIT PRIOR TO BEGINNING WORK. IFC 16.6.01
11. TOWER CRANES REQUIRE A SEPARATE PERMIT, CONTACT BUILDING DEPARTMENT FOR REQUIREMENTS.

[illegible][illegible][illegible][illegible]



Square Double
The facing material and blocks of square stones of varying sizes are counted at every other or fourth stones.

1. STACKED STONE RETAINING WALL

GENERAL NOTES

SITE PLAN NOTES

1. ALL SURFACE WATER SHALL DRAIN AWAY FROM THE BUILDING AND NOT INTO THE APPROVED DRAINAGE COURSE BUT NOT ONTO THE DRAINAGE COURSE. THE DRAINAGE COURSE SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10 FEET - SEE 8401.3

STABILIZATION/CONSTRUCTION INSTRUCTIONS

FOR A MINIMUM OF 50' FROM ROADWAY, A FILTER FABRIC SHALL BE INSTALLED OVER A 12" MINIMUM GRAVEL BED. THE FILTER FABRIC AGGREGATE SHALL BE PLACED OVER THIS MEMBRANE. DAILY INSPECTION FOR DAMAGE TO THE FILTER FABRIC SHALL BE ENFORCED, AND REMEDIATED AT ONCE.

GRADING NOTES

1. DRAINAGE TO COMPLY WITH IRC CHAPTER 4 FOR A MINIMUM OF 2% SLOPE.

2. MAXIMUM SLOPE FOR DRAINAGE - 2%.

3. MINIMUM SLOPE FOR DRAINAGE - 2%.

4. DRAINAGE TO BE INSTALLED ON PROPERTY.

5. CONTAIN DRAINAGE ON PROPERTY.

6. BOLLARD RETAINING WALLS NOT TO EXCEED 4' HEIGHT.

7. EXCAVATION NOT TO EXCEED 21' SLOPE WITHOUT A SOILS REPORT.

UTILITY NOTES

1. ALL UTILITY LINES TO BE UNDERGROUND.

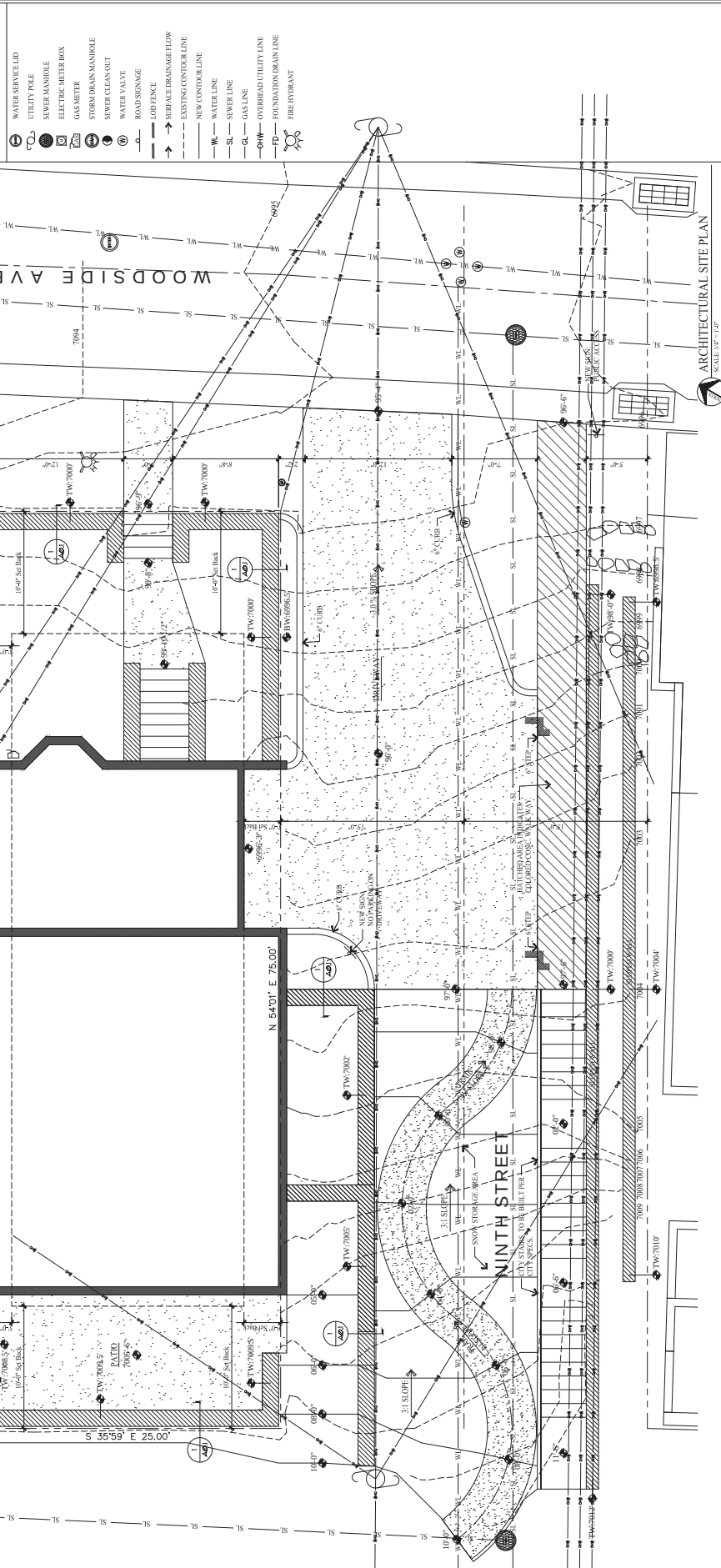
2. ABOVE GRADE UTILITY BOX TO BE IN RECESSED LOCATION.

SNOW REMOVAL

SNOW PLOWED FROM DRIVE SHALL NOT BE PUSHED ONTO THE STREET.

LEGEND

WATER SERVICE LID
UTILITY POLE
SEWER MANHOLE
ELECTRIC METER BOX
GAS METER
STORM DRAIN MANHOLE
SEWER CLEAN OUT
WATER VALVE
ROAD SIGNAGE
LID FENCE
SURFACE DRAINAGE FLOW
EXISTING CONTIGUOUS LINE
NEW CONTIGUOUS LINE
WATER LINE
SEWER LINE
GAS LINE
OVERHEAD UTILITY LINE
FOUNDATION DRAIN LINE
FIRE HYDRANT



Jonathan Degray Architect
P.O. Box 1674, 614 Main Street, Suite 202, Park City, Utah 84060
Tel: 435-939-7263 E-mail: degray@jrchitect.com

REMODEL/ADDITION
HISTORIC DISTRICT DESIGN REVIEW SET
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

ARCHITECTURAL SITE PLAN
SHEET DESCRIPTION
REVISIONS
1. AUGUST 02, 2019
2. APRIL 10, 2019
3. MAY 16, 2019
4. JUNE 10, 2019
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AL-005

PROJECT NUMBER

DATE

REVISION

PROJECT DESCRIPTION

901 WOODSIDE RESIDENCE
901 WOODSIDE AVENUE
PARK CITY, UTAH 84060

Jonathan DeGray
Architect
P.O. Box 1874, 814 Main Street, Suite 302, Park City, Utah 84060
Tel: 435-648-1251, E-mail: degrayj@jwoodside.net

STREET LEVEL IMAGES



THE GRAPHIC MATERIAL AND DESIGN ON THIS SHEET ARE INSTRUMENTS OF SERVICE AND REMAIN AT ALL TIMES THE PROPERTY OF JONATHAN DEGRAY - ARCHITECT P.C. REPRODUCTION OR RELIES OF THE MATERIAL AND DESIGN CONTAINED HEREIN IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JONATHAN DEGRAY - ARCHITECT P.C. VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

JONATHAN DEGRAY - ARCHITECT P.C. ALL RIGHTS RESERVED

Exhibit B

Example Encroachment
Agreement

ENCROACHMENT PERMIT

_____ (street address)

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

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

Parcel # / Lot# / Subdivision
Office Use: Verify Ownership through Summit County Tax Records

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

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

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

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

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

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

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

PARK CITY MUNICIPAL CORPORATION

DATED this _____ day of _____, 20____

Engineer

STATE OF UTAH)
 ss
COUNTY OF SUMMIT)

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

Notary Public

PROPERTY OWNER

***Owner's Signature**

Owner's Name (Printed)

Mailing Address

email address or phone number

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

STATE OF UTAH)
 ss
COUNTY OF SUMMIT)

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

Notary Public



Historic Preservation Board Staff Report

Planning Department

Author: Caitlyn Barhorst, Historic Preservation Planner
Subject: Material Deconstruction and Disassembly and Reassembly (Panelization) Review
Address: 901 Woodside Avenue
Project Number: PL-18-04030
Date: August 7, 2019
Type of Item: Administrative – Material Deconstruction

Summary Recommendation:

Staff has prepared the following recommendations for (1) Material Deconstruction and (2) Disassembly and Reassembly. There are two (2) separate sets of Findings of Fact, Conclusions of Law, and Conditional of Approval (as applicable) at the end of this staff report for each respective recommendation:

1. Staff recommends the Historic Preservation Board review and discuss the application, conduct a public hearing, and consider approving the Material Deconstruction at 901 Woodside Avenue pursuant to the following findings of fact, conclusions of law, and conditions of approval. This site is designated as Landmark on the City's Historic Sites Inventory (HSI).
2. Staff recommends the Historic Preservation Board review and discuss the application, conduct a public hearing, and consider approving the Disassembly and Reassembly at 901 Woodside Avenue pursuant to the following findings of fact, conclusions of law, and conditions of approval. This site is designated as Landmark on the City's Historic Sites Inventory (HSI).

Topic:

Address: 901 Woodside Avenue
Designation: Landmark
Applicant: Jerry Fiat, represented by Jonathan DeGray. Architect
Proposal: 1. Material Deconstruction of non-historic concrete exterior stairs; circ. 1890s sandstone foundation; circ. 1889 original roof forms and later roof form additions; circ. 1930s Bricktex asphalt siding; non-historic wood siding; non-historic window replacements; non-historic exterior wood trim; non-historic doors; circ. 1890s floor structure with modern upgrades; non-historic asphalt roof shingles; brick chimney; non-Historic porch columns and railing; non-historic rear yard deck.
2. Disassembly and Reassembly of the Landmark Historic Structure

Background:

The property located at 901 Woodside Avenue is designated as Landmark on the City's Historic Sites Inventory (HSI) (See [Historic Site Form](#)). The subject property is located in the Historic Residential (HR-1) Zoning District. The applicant applied for and was

issued an interior exploratory demolition permit (BD-19-26586) on January 15, 2019 per [LMC § 15-11-12.5](#).

The Historic District Design Review (HDDR) application for the property at 901 Woodside Avenue was deemed complete on April 19, 2019. The applicant has been working with the Planning Department to develop the updated proposal which was received May 21, 2019. The Historic District Design Review (HDDR) application has not yet been approved, as it is dependent on Historic Preservation Board's (HPB) Review for Disassembly and Reassembly of the Landmark Historic Site.

The applicant applied for a Conditional Use Permit (CUP) for a private driveway within a platted, unbuilt city street and side setback exceptions for the new foundation, deemed complete April 19, 2019. The two (2) CUPs have not yet been approved, as they are dependent on the Planning Commission review on August 14, 2019.

History of Development on this Site:

Development on this property has spanned across three (3) of Park City's designated Historic eras, including the Settlement and Mining Boom Era (1868-1893), the Mature Mining Era (1894-1930), and the Mining Decline and Emergence of Recreation Industry Era (1931-1962). The house was built on land owned by the Park City Townsite Corporation, and could have been used to house workers at the time. Frank Harding, stationed at postmaster in 1889, purchased the property in 1890. Walter Scott, who came to the U.S. from Denmark in 1865, purchased the property in 1896. Walter Scott then transferred the property to Altissa Scott in 1896.

The house was vacant during the 1910 census, and in 1912 Nels Christian Anderson purchased it. Nels Anderson lived in Park City in 1910 and worked as a millman at a concentrating mill. He lived on Park Avenue at the time with his wife and two children. He sold the house in 1914 to Norah O'Neil. Norah lived in Park City in 1910, resided on Park Avenue with her husband (a miner) and their children. They emigrated from Ireland to the U.S. in 1889.

In 1915 the house was bought by George Smith. At the 1910 census, Smith lived on Park Avenue with his wife, Alice, and children and worked as a butcher. The property was transferred to his wife at some point, likely due to his death as he does not appear on the 1920 address. Alice Smith was the bookkeeper for the butcher shop at the time and sold the house in 1920 to A.R. Harmes.

A.R. Harmes lived in Park City at 410 Woodside Avenue in 1920 with his wife and son. He was the manager of the Judge M. & S. store, and sold the house in 1924 to Myrtle Sharp. Myrtle Sharp lived in the area with her husband Lewis. She ran the Park City Laundry starting in 1930, and was known for her business abilities. She sold the home to Charles Graham in 1925, who at the time of the 1930 census, lived on Empire Avenue. He worked as a salesman for slot machinery.

James Wiley purchased the property in 1929. He was a laborer for a mine and lived on Norfolk Avenue at the time of the 1930 census. 901 Woodside Avenue did not appear on the 1930 census, most likely meaning it was vacant at that time. James Wiley and his family did live at the property during the 1940 census. In 1937, the property was transferred to his son Max. The property has been sold roughly ten times since then, and currently is owned by 901 Woodside, LLC.

The house first appears on the 1889 Sanborn Fire Insurance Map as a simple, one-story T/L Crosswing cottage style house with a single-story L-shaped front porch and bay window on the east (front) elevation. The Sanborn Fire Insurance map indicates that it is a wood frame structure with a terra cotta chimney (labeled TC on the map).

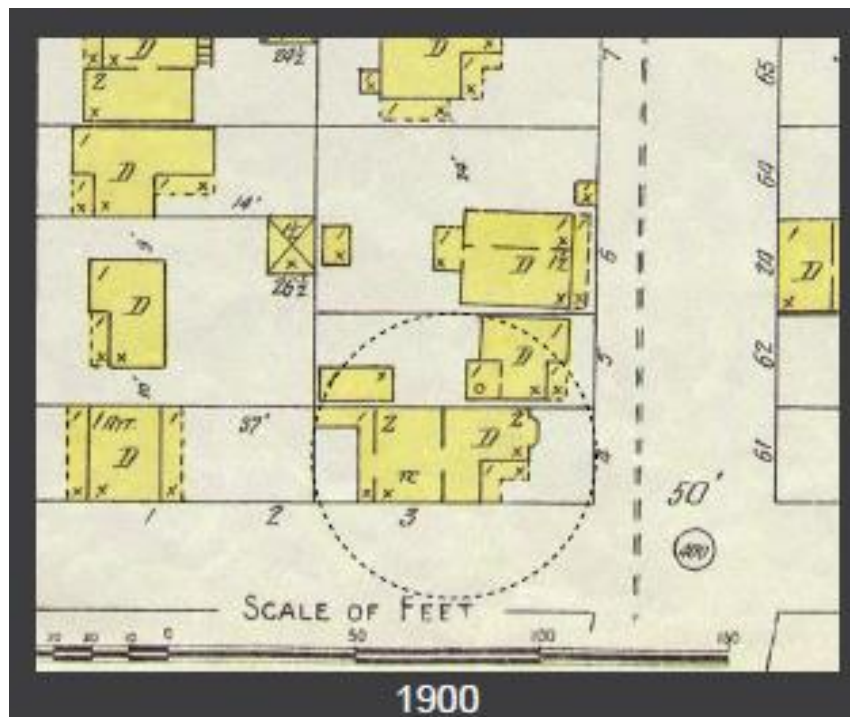
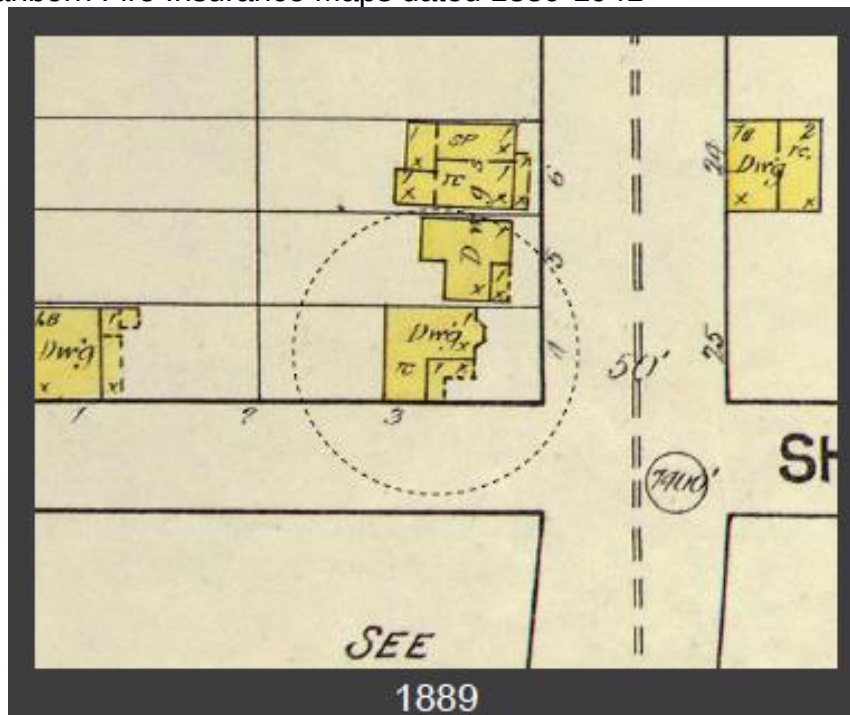
The 1900 Sanborn Fire Insurance map shows that the house as a two-story wood frame structure with a one-story L-shaped porch and a large addition in the rear, which means the house was most likely lifted and a new first level was constructed beneath the original form. The L-shaped front porch was recorded as two-story in the 1907 Sanborn map. The house remained unchanged through 1929, with where the front porch used to be recorded as two-story in the 1941 Sanborn Map and a section of the back circ. 1900 L-shaped addition removed.

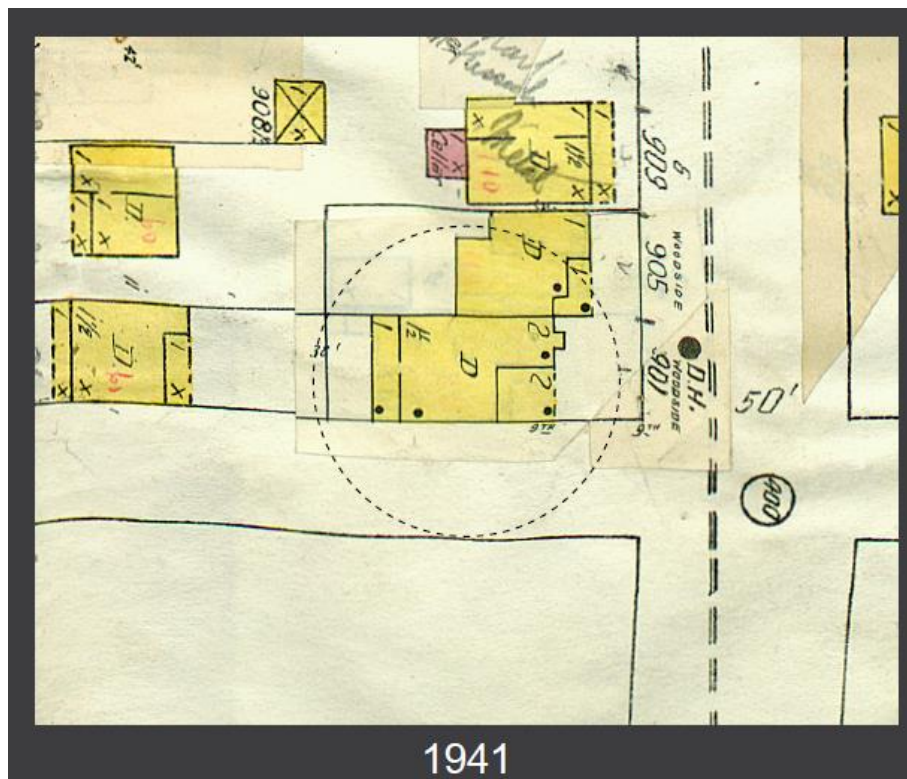
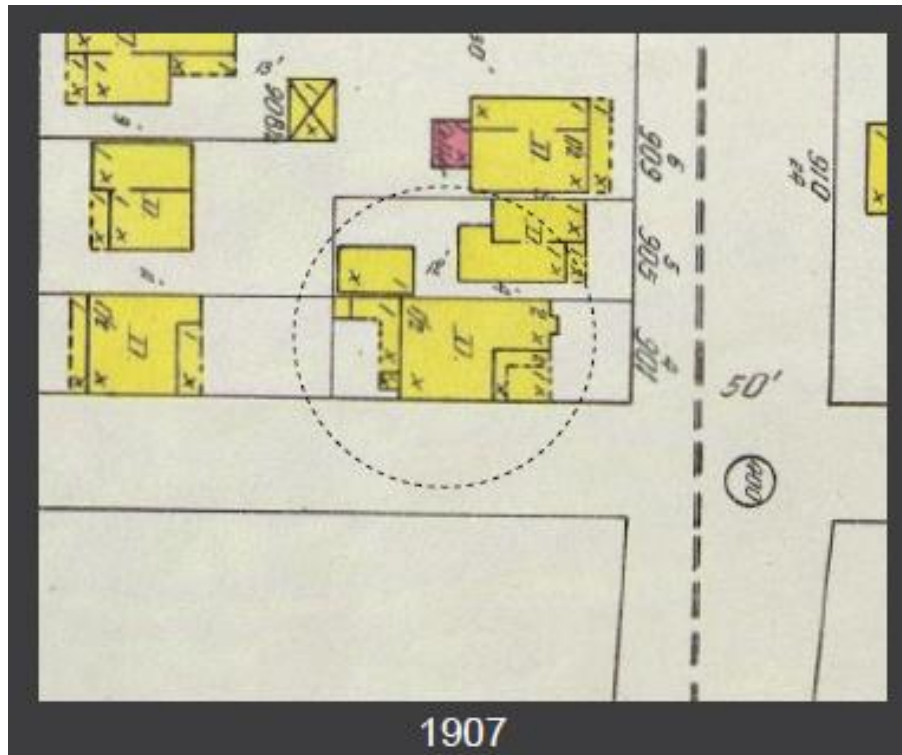
According to a Memorandum prepared by Anne Oliver, Primary Investigator at SWCA Environmental Consultants (Exhibit B):

“On the interior, the building bears evidence of distinctive construction techniques. On the first floor and the rear half of the second floor, the walls are framed with wood studs (Figure 4). By contrast, the front half of the second floor is of single-wall construction, built using vertical planks without studs or other framing (Figure 5). The presence of Type B cut nails in the plank walls (commonly used through the 1880s) in contrast to the wire nails found in the stud walls (which quickly displaced cut nails in the 1890s) indicates that the second-story plank walls are older than the first-story stud walls. Sanborn Fire Insurance maps document that in 1889 the building was originally one story and that before 1900 a second story was added.

In combination, this information strongly suggests that what is now the second floor on the front half of the house was the first floor of the original one-story house. It is likely that the original plank-walled house was either raised or dismantled and re-erected in the 1890s to become the second floor on top of a new stud-framed first floor. Other physical evidence (such as nail holes and lighter areas on the wood) indicates that the wood plank walls on the sides and rear of the original house were once finished with battens on the exterior side (Figure 6). It appears that the façade of the original one-story house was originally finished with the drop siding and decorative shingles present today.”

Figure 1 – Sanborn Fire Insurance Maps dated 1889-1941





The first photograph of this house appeared as part of the circ.1941 tax assessment. At the time of the 1949 and 1958 tax assessments it was clad in Bricktex asphalt siding and shows the second-floor porch was enclosed with a shed roof sometime after circ. 1900 and pre-circ. 1907. The original pitch of the L-shaped roof can be seen in Figure 2, and was changed before circ. 1982 when windows were added to the second-floor and enclosed the porch as livable space. The first floor porch was also opened up and wood columns were added prior to circ. 1982.

Figure 2 – Photo of 901 Woodside from the circ. 1941 tax assessment



Figure 3 - 901 Woodside Avenue from the 1982 Reconnaissance Level Survey



Figure 4 - 901 Woodside Avenue from the 1995 Reconnaissance Level Survey



Figure 5 - Photo of 901 Woodside Avenue from the 2019 HDDR Application



Although there is no photographic evidence of the house prior to the circ. 1940s tax assessment, the original one-story T/L (cross-wing) cottage style of the house would have likely resembled the house located at 1053 Woodside Avenue (Figure 6) with an L-shaped front porch.

The tax photo of parcel number PC 437 (Figure 7), now addressed 220 Marsac Avenue, provides an example of a T/L cottage with a one-story projecting bay window. 901 Woodside Avenue would have resembled this between when it was constructed (prior to circ. 1889) and circ. 1900 when it was recorded as a two-story dwelling.

Figure 6 – Photo of 1053 Woodside Avenue



Figure 7 – Photo of 220 Marsac Avenue



The 1958 tax assessment card notes the siding as “imit[tation] brick on siding.” The wood siding was replaced and included fish-scale shingles on the bay window sometime between 1958 and 1982. The 1982 (Figure 3) photograph shows the building with windows enclosing the previously open second story addition, wood siding, and front porch alteration with columns.

Judith J. Friedman (known as Summer) purchased the home in 1979 and received a Historic District Grant in 1987 for \$4,850 and in 1990 for \$1,000. There are no records of any building permits documenting the work done using the Grant money.

In 2008, the current owner purchased the home. The applicant is proposing to rehabilitate the house and construct a basement level with garage and driveway accessed from a platted right-of-way.

The Conditional Use Permit Application (PL-19-04152) was deemed complete on April 19, 2019. The applicant is requesting 1.) a setback exception for construction of a basement using the footprint of the Historic Structure per [LMC § 15-2.2-4](#) and 2.) construction of a private driveway within Platted, Unbuilt City Streets per [LMC § 15-3-5](#). The application has not been approved at the time of this report as it is pending review by the Planning Commission.

PROPOSAL NO. 1 – MATERIAL DECONSTRUCTION

The Historic Structure has gone through many additions and changes during and after the Historic period. The applicant is proposing to construct a new foundation with basement level and basement level garage. Staff is recommending approval of all proposed Material Deconstruction.

1. SITE DESIGN:

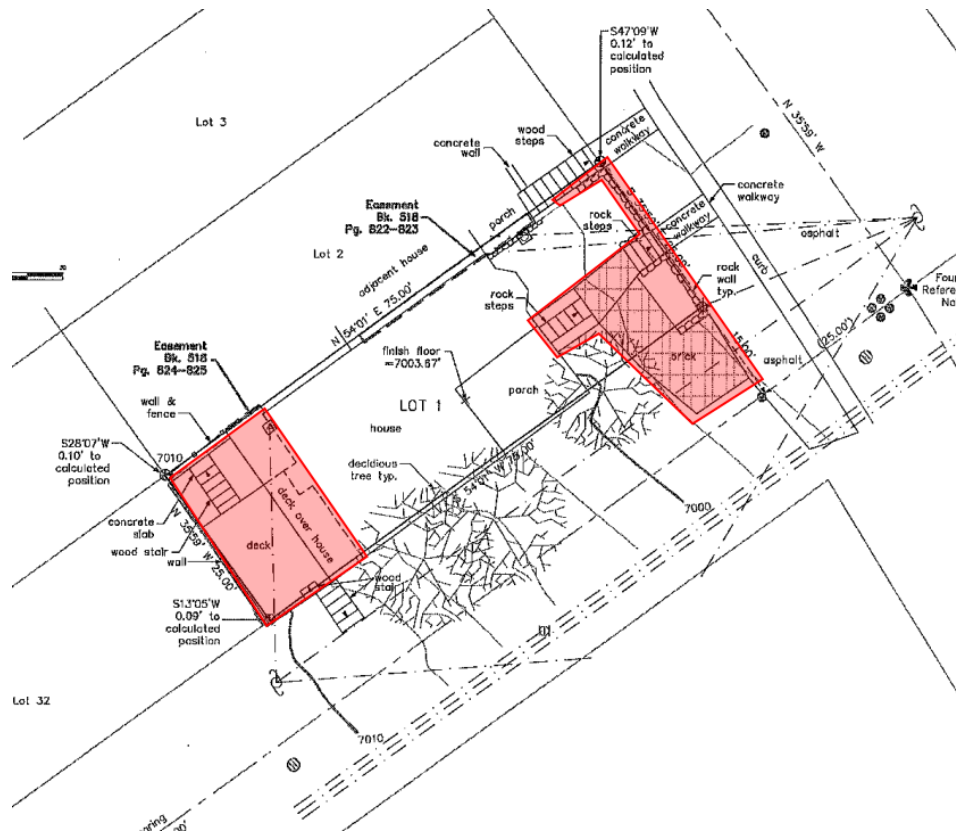
This site is a fairly flat lot with a +/- five foot (5ft) grade change from the street to the entrance of the house. The circ. 1940 tax photograph shows a fenced front yard. The 1949 tax assessment card notes an 18 year old 18x20 two-car garage, which did not exist at the time of the 1958 tax assessment nor appear in the circ. 1941 or previous Sanborn Fire Insurance maps. The small stone retaining wall at the front of the property, and the steps leading up to the house are Historic.

The applicant is proposing to reconstruct the retaining walls and steps using the salvageable Historic materials. The applicant is proposing to remove the non-historic rear deck to accommodate the rehabilitation. Staff has highlighted in red the affected elements in the following Figures:

Figure 8



Figure 9



Staff finds that the proposed scope of work mitigates any impact that will occur to the Historic significance of the Site as the Historic elements will be reconstructed in the same location on Site and will not change the Historic character. Staff has provided the following analysis of compliance based on the Material Deconstruction Review Checklist (Exhibit A) and applicable Design Guidelines:

Material Deconstruction Review Checklist:

3. The proposed scope of work is to remove non-historic site additions and does not damage or destroy the Historic character of the Site.
4. The applicant is proposing to remove all non-historic elements of the Site and these features do not contribute to the visual character.
5. The applicant is not proposing to remove any Historic structures located on the property.
6. The additions that the applicant is proposing to remove are all non-historic.

Design Guidelines:

-Universal Guidelines:

1. A site should be used as it was historically or be given a new use that requires minimal change to the distinctive materials and features. *The applicant is proposing to remove the non-historic site additions, reconstruct the Historic Site elements, and use it as it was historically.*
2. Changes to a site or building that have acquired historic significance in their own right should be retained and preserved. *The applicant is proposing to remove all non-historic changes.*

-Specific Guidelines:

A. Site Design

- A.1.1 Maintain existing front and side yard setbacks of Historic Sites. *The applicant is not proposing to alter the existing location.*
- A.1.2 Preserve the original location of the main entry, if extant. *The applicant is not proposing to alter the location of the entry.*
- A.1.3 Maintain the original path or steps leading to the main entry, if extant. *The applicant is proposing to reconstruct the steps using the Historic stone and is not proposing to alter the location.*
- A 2.1 Maintain the historic stone retaining walls in their original location. *The applicant is proposing to reconstruct the walls in the original location.*
- A 2.2 Maintain the original dimensions of the historic retaining walls. *The applicant is not proposing to alter the historic dimensions.*
- A.5.3 The historic character of the site should not be significantly altered by substantially changing the proportion of built or unpaved space. *The proposed scope of work of the driveway will not substantially change these proportions.*

2. ROOF

The original roof form is T/L cottage style with an east-to-west (front-to-rear) facing gable and south (side) facing cross gable. The addition/renovation pre- circ. 1900 that lifted the original house, constructed a first level, and added a two-story addition to the back with the L-shaped porch retained the original roof form and added shed roofs.

The interior exploratory demolition completed by the applicant provided a clear determination of the existing condition of the roof structure. As seen in Figure 6 showing the original south facing cross gable, some Historic roof structure remains. The structural engineer's report (Exhibit G) notes "the existing roof joists are 12%-16% capacity of code." The applicant is proposing to rebuild the roof using the salvageable Historic materials. The applicant is not proposing to change the Historic roof form(s).

Figure 6 Existing interior roof structure



To ensure the protection of the Historic roof form, Staff has added the following Conditions of Approval:

#3 The applicant shall maintain the original T/L cottage style roof form and Historic roof form additions.

#4 The reconstructed roof form shall re-use all salvageable Historic material in their original location, if possible.

#5 Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or his/her designee prior to construction.

Staff finds that the proposed scope of work mitigates any impact that will occur to the Historic significance of the Structure as the applicant is not proposing to alter the Historic roof form(s). Staff has provided the following analysis of compliance based on

the Material Deconstruction Review Checklist (Exhibit A) and applicable Design Guidelines:

Material Deconstruction Review Checklist:

2. The Material Deconstruction of the roof is required for the restoration of the Structure.

Design Guidelines:

-Universal Guidelines:

5. Deteriorated or damaged historic features and elements should be repaired rather than replaced. *The applicant is proposing to re-use the salvageable Historic materials. Conditions of Approval were added to ensure the protection of the Historic roof form.*

-Specific Guidelines:

B. Primary Structures

B.1.1 Maintain the original roof form, as well as any functional and decorative elements. *The applicant is not proposing to alter the Historic roof form.*

3. CHIMNEY

The circ. 1941 tax photo shows a chimney on the north elevation. The applicant is proposing to reconstruct the chimney as a non-functional feature using the salvageable bricks on the exterior of the roof.

Figure 7 Existing Chimney



Staff finds that the proposed scope of work mitigates any impact that will occur to the Historic significance of the Structure as the applicant is not proposing to alter the Historic roof form(s). Staff has provided the following analysis of compliance based on the Material Deconstruction Review Checklist (Exhibit A) and applicable Design Guidelines:

Material Deconstruction Review Checklist:

2. The Material Deconstruction of the chimney is required for the restoration of the Structure.

Design Guidelines:

-Universal Guidelines:

5. Deteriorated or damaged historic features and elements should be repaired rather than replaced. *The applicant is proposing to re-use the salvageable Historic materials.*

Staff has added the following Condition of Approval to ensure the restoration of the chimney:

#6 The applicant shall salvage the existing chimney bricks. Any bricks that can be made safe and/or serviceable shall be reused to reconstruct the chimney after review under the Historic District Guidelines. The applicant shall provide construction details documenting the Historic chimney at the time of the building permit. The reconstructed chimney shall be on the exterior of the Structure and shall not be required to be functional.

4. EXTERIOR WALLS

The original one-story house was constructed using vertical rough sawn 1x12 boards with exterior vertical battens (see Figure 6 of Exhibit B) in some places and horizontal drop siding in others. The circ. 1890s additions were constructed using horizontal rough sawn 1x12 boards with 2x4 interior framing.

The siding has been altered throughout the Historic period with the Bricktex asphalt siding added circ. 1930s. The 1958 tax assessment card notes the siding as “imit[tation] brick on siding” (Bricktex). The wood siding was replaced and included fish-scale shingles on the bay window sometime between 1958 and 1982.

Portions of the original horizontal drop siding remain. Figures 8 and 9 show the original L-shaped front porch (now the enclosed second floor) with the approximate location of the original roof structure as well as window and door openings and silhouetted trim.

Figure 8 Photo showing the original L shaped front porch and original drop siding.



Figure 9 Photo showing the original L shaped front porch and original drop siding and evidence of original roof structure.



Staff finds the proposed scope of work mitigates any impact that will occur to the Historic significance of the Structure as the scope of work is limited to the tertiary (rear) façade of the Historic Structure that has been altered previously. Staff has provided the following analysis of compliance based on the Material Deconstruction Review Checklist (Exhibit A) and applicable Design Guidelines:

Material Deconstruction Review Checklist:

2. The proposed Material Deconstruction is required for the renovation of the Historic Structure.

3. The proposed exterior changes do not destroy the exterior architectural features which are compatible with the character of the Historic site as the façades have been altered previously.

Design Guidelines:

-Universal Guidelines:

6. Features that do not contribute to the significance of the site or building and exist prior to the adoption of these guidelines may be maintained; however, if it is proposed they be changed, those features must be brought into compliance with these guidelines.

-Specific Guidelines:

B. Primary Structures

B.2.1 Primary and secondary façade components should be maintained in their original location on the façade. The applicant is not proposing to alter the façade.

To ensure the restoration of the Historic Structure, Staff has added the following Conditions of Approval:

#7. Written plans detailing the disassembly and reassembly steps and procedures shall be submitted and approved by the Planning and Building Departments as part of the building permit.

#6 The applicant shall document through photographic means the disassembly of the building. As each component is disassembled, its physical condition shall be noted, particularly if it differs from the condition stated in the pre-disassembly documentation.

#9 The wall panels shall be protected with rigid materials, such as sheets of plywood. The wall panels shall be securely stored on-site until needed for reassembly. The City may hold a portion of the financial guarantee should further damage or destruction occurs to the panels while they are stored on site.

#10 When reassembling the structure, its original orientation and siting shall be approximated as close as possible.

#11 Should the historic chimney not be able to be removed in one piece, the applicant shall disassemble the chimney in the largest workable pieces possible. All the elements of the chimney shall be systematically separated from the chimney. The markings shall be removable or made on surfaces that will be hidden from view when the chimney is reassembled. The process of the disassembly shall be recorded through photographic means.

#12 Where the historic exterior materials cannot be repaired, they will be replaced with materials that match the original in all respects: scale, dimension, texture, profile, material and finish. Prior to replacement, the applicant shall demonstrate to the Planning Director that the materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. The Planning Director shall approve the removal of the historic materials in writing prior to any removal of the materials. The Historic Preservation Plan shall be updated, as necessary, to reflect the conditions of the original wood siding.

5. FOUNDATION

The applicant is proposing to construct a new concrete foundation with a basement and basement-level garage.

To ensure that no damage shall occur to the Historic Structure should a new foundation be installed, Staff has added the following Conditions of Approval:

#13 The salvageable Historic stone foundation shall be reused to face the new foundation. Where the Historic material cannot be reused, the foundation veneer shall match the original in shape, dimension, profile, and color.

#14 The new foundation shall not raise or lower the Historic Structure more than two feet (2') from its original floor elevation.

Staff finds the proposed scope of work mitigates any impact that will occur to the Historic significance of the Structure and is necessary for restoration as the existing foundation is in need of repair. Staff has provided the following analysis of compliance based on the Material Deconstruction Review Checklist (Exhibit A) and applicable Design Guidelines:

Material Deconstruction Review Checklist:

2. The proposed Material Deconstruction is required for the renovation and restoration of the Historic Structure.
3. The proposed exterior changes do not damage the compatible Historic features of the Site.
4. The proposed foundation work mitigates the possible compromise of the structural stability of the Historic Structure. The current foundation is not up to code and the proposed renovation work requires a new foundation.

Design Guidelines:

-Specific Guidelines:

B.3 Foundations

B.3.1 A new foundation should not raise or lower the historic structure generally more than two (2) feet from its original floor elevation. The applicant is not proposing to lift the structure more than two (2) feet from its original floor elevation.

B.3.2 The original placement, orientation, and grade of the historic building should be retained. The applicant is not proposing to change any of these features.

6. PORCH

The Historic porch has been altered within the Historic period. The applicant is not proposing to reconstruct the original form of the house or the structure as the changes made to the Structure have acquired Historic importance in their own right as the major alterations were done prior to circ. 1900.

7. MECHANICAL, UTILITY, AND ELECTRICAL SYSTEMS

There are no existing Historic mechanical, electrical or utility systems. The applicant is not proposing to re-use any existing systems.

8. DOORS

The applicant is proposing to replicate the Historic front door and replace the other non-historic doors.

#15 The applicant shall submit for written approval from the Historic Preservation Planner prior to installation of the selected replacement door.

Staff finds that the proposed replacement complies with the following Design Guidelines:

Specific Guidelines:

B.4 Doors

B.4.1 Maintain historic door openings, doors, and door surrounds. The applicant is not proposing to alter these elements.

B.4.2 New doors should be allowed only if the historic door cannot be repaired. Replacement doors should exactly match the historic door in size, material, profile, and style. The applicant is proposing to replace the non-historic door with one that will match what is seen historically in the District.

9. WINDOWS

There are a total of twenty-three (23) windows. All windows have been replacement at a time outside the Historic period. The Preservation Plan notes that all windows will be replaced. The three (3) rear window openings will be altered to install double-hung windows to match the rest of the house.

#16 The replacement windows on the Historic Structure shall be wood windows.

#17 No alterations of the Historic window openings shall be made.

Staff finds the proposed scope of work mitigates any impact that will occur to the Historic significance of the Structure as the existing windows are non-historic. Staff has provided the following analysis of compliance based on the Material Deconstruction Review Checklist (Exhibit A) and applicable Design Guidelines:

Material Deconstruction Review Checklist:

2. The proposed Material Deconstruction of the non-historic windows is required for the renovation of the Historic Structure.
3. The proposed exterior changes do not damage the Historic exterior features.
4. The proposed scope of work mitigates any impacts of the visual character of the neighborhood, Historical significance, and architectural integrity as the existing windows are non-historic.

Design Guidelines:

-Specific Guidelines:

B.5. Windows

B.5.1 Maintain historic window openings, windows, and window surrounds. There are no existing Historic windows. The applicant is not proposing to alter the Historic window openings.

Analysis: Historic Preservation Board Material Deconstruction Review Checklist (Exhibit A):

Criterion 1: The proposed work is not Routine Maintenance.

Criterion 2: The proposed Material Deconstruction is required.

Criterion 3: The proposed work does not damage or destroy the exterior architectural features.

Criterion 4: The proposed work mitigates any impacts that will occur to the visual character of the neighborhood; Historical significance of the Structure; architectural integrity of the Structure; and structural stability. All proposed Material Deconstruction complies with applicable Design Guidelines.

Criterion 5: The proposed work will not compromise the historical importance of other structures on the property and on adjacent properties. The applicant is proposing to remove all non-historic features.

Criterion 6: All non-historic additions and site features are proposed to be removed and are non-contributory.

PROPOSAL NO. 2 – DISASSEMBLY AND REASSEMBLY OF THE LANDMARK

HISTORIC SITE. The applicant is proposing to Disassemble and Reassemble (Panelize) the Landmark Historic Structure. Staff is recommending approval based on the following analysis:

Analysis:

Proposals for Disassembly and Reassembly are subject to Land Management Code (LMC) § 15-11-14 DISASSEMBLY AND REASSEMBLY OF A HISTORIC BUILDING OR HISTORIC STRUCTURE. Staff has determined compliance with LMC 15-11-14 based on the following (LMC language is in **bold** and staff analysis is in *italics*):

LMC § 15-11-14 DISASSEMBLY AND REASSEMBLY OF A HISTORIC BUILDING

OR HISTORIC STRUCTURE It is the intent of this section to preserve the Historic and architectural resources of Park City through limitations on the Disassembly and Reassembly of Historic Buildings, Structures, and Sites.

A. CRITERIA FOR DISASSEMBLY AND REASSEMBLY OF THE HISTORIC BUILDING(S) AND/OR STRUCTURE(S) ON A LANDMARK SITE OR

SIGNIFICANT SITE. In approving a Historic District or Historic Site design review Application involving disassembly and reassembly of the Historic Building(s) and/or Structure(s) on a Landmark Site or Significant Site, the Historic Preservation Board shall find the project complies with the following criteria:

- a. **The A licensed structural engineer has certified that the Historic Building(s) and/or Structure(s) cannot reasonably be moved intact; and**

Complies. *The structural engineer's report (Exhibit H) highlights the issues with the existing condition that cause the Structure to not be reasonably moved intact.*

- b. **At least one of the following:**

- A. **The proposed disassembly and reassembly will abate demolition of the Historic Building(s) and/or Structure(s) on the site; or**

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

- C. The Historic Preservation Board determines, with input from the Planning Director and the Chief Building Official, that unique conditions and the quality of the Historic Preservation Plan warrant the proposed disassembly and reassembly; unique conditions include but are not limited to:
1. If problematic site or structural conditions preclude temporarily lifting or moving a building as a single unit; or
***Complies.** Due to the construction history of the Historic Structure explained previously in this report, Staff has found temporarily lifting or moving the building as a single unit is problematic. The Chief Building Official determined (Exhibit L) Panelization to be the appropriate method of Rehabilitation.*
 2. If the physical conditions of the existing materials prevent temporarily lifting or moving a building and the applicant has demonstrated that Panelization will result in the preservation of a greater amount of historic material; or
***Complies.** The structural engineer's report (Exhibit G), as well as multiple site visits by the Historic Preservation Planner, has determined Panelization is the best approach to preserving the Historic material.*
 3. All other alternatives have been shown to result in additional damage or loss of historic materials.
***Complies.** Due to the unique construction of this house highlighted in the sections above, the proposed Panelization allows for the greatest amount of Historic material to be saved.*

B. PROCEDURE FOR THE DISASSEMBLY AND REASSEMBLY OF A LANDMARK SITE OR A SIGNIFICANT SITE. All Applications for the disassembly and reassembly of any Historic Building(s) and/or Structure(s) on a Landmark Site of a Significant Site within the City shall be reviewed by the Historic Preservation Board pursuant to Section 15-11-12 of this Code.

If an Application involving the disassembly and reassembly of Historic Building(s) and/or Structure(s) on a Landmark Site or a Significant Site also includes relocation and/or reorientation of the reassembled Historic Building(s) and/or Structure(s) on the original Site or another Site, the Application must also comply with Section 15-11-13 of this Code.

***Complies.** On February 15, 2019, Planning Department received a Historic District Design Review (HDDR) application for the property at 901 Woodside Avenue. It was deemed complete on April 18, 2019 as the applicant was working*

with the Planning Department to update the Panelization plan. The applicant is not proposing to relocate or reorient the Historic Structure.

Staff finds that the proposal for Reconstruction complies with LMC § 15-11-14
DISASSEMBLY AND REASSEMBLY OF A HISTORIC BUILDING OR STRUCTURE.

LMC § 15-13-4(B) Disassembly & Reassembly of All or Part of a Historic Structure:

- a. **Disassembly of a historic building shall be considered only after it has been determined by the Historic Preservation Board that the Panelization is necessary as outlined by Land Management Code 15-11-14.**
Pending. *The Historic Preservation Board Review for Disassembly and Reassembly is pending approval and under review.*
- b. **Disassembly/reassembly of a historic building is not a common practice in the preservation field. When disassembly/reassembly must be undertaken, it shall be done using recognized preservation methods.**
Complies as Conditioned. *The applicant shall complete the Disassembly and Reassembly using recognized preservation methods.*
- c. **Measured drawings of the structure or element to be disassembled/reassembled shall be completed.**
Complies. *The applicant has updated the plans for Panelization with the input from the Preservation Planner. The updated drawings were received July 17, 2019.*
- d. **A thorough photographic survey of the interior and exterior elevations as well as architectural details of the structure shall be completed, including site and location views from all compass points, exterior elevations, interior elevations of each room, and elevations of each basement and attic wall. Standards for photographic documentation are provided in the Design Review Process section of these Design Guidelines.**
Complies. *The applicant has documented the interior and exterior of the structure thoroughly throughout the HDDR application process. The updated Panelization plan received July 17, 2019 includes interior photographs of the structure. (Exhibit D)*
- e. **Written plans detailing the disassembly and reassembly steps and procedures shall be completed and approved by the Planning and Building Departments.**
Complies. *The applicant shall submit for a building permit through the Building Permit for the disassembly and reassembly of the Structure.*
- f. **In order to minimize loss of historic fabric, structures shall be disassembled in the largest workable pieces possible.**

Complies. *The updated Panelization plan identifies the largest workable sections of the structure to be disassembled.*

- g. To ensure accurate reassembly, all parts of the building, structure, or element shall be marked as they are systematically separated from the structure. Contrasting colors of paint or carpenter wax crayons shall be used to establish a marking code for each component. The markings shall be removable or shall be made on surfaces that will be hidden from view when the structure is reassembled.

Complies as Conditioned. *The applicant shall comply with Condition of Approval #8.*

- h. Important architectural features of a historic building or structure shall be removed, marked, and stored before the structure or element of the structure is disassembled.

Complies as Conditioned. *The applicant shall comply with Condition of Approval #9.*

- i. The process of disassembly of a historic building or structure shall be recorded through photographic, still or video, means.

Complies as Conditioned. *The applicant shall comply with Condition of Approval #10.*

- j. As each component of a historic building is disassembled, the physical condition shall be noted, particularly if it differs from the condition stated in pre-disassembly documentation. When a component is too deteriorated to remove, it shall be carefully documented— with photographs and written notes on its dimensions, finish, texture, color, etc.---to facilitate accurate reproduction.

Complies as Conditioned. *The applicant shall comply with Condition of Approval #11.*

- k. Wall panels and roof surfaces shall be protected with rigid materials, such as sheets of plywood, when there is risk of damage during the disassembly/storage/reassembly process.

Complies as Conditioned. *The applicant shall comply with Condition of Approval #12.*

- l. Disassembled components— trim, windows, doors, wall panels, roof elements, etc.— shall be securely stored on-site in a storage trailer or off-site in a garage/warehouse/trailer until needed for reassembly.

Complies as Conditioned. *The applicant shall comply with Condition of Approval #13.*

Staff finds that the proposal for Reconstruction complies with LMC § 15-13-4(B) Design Guidelines for Disassembly and Reassembly (Panelization).

Process:

The HPB will hear testimony from the applicant and the public and will review the Application for compliance with the following sections of the Land Management Code (LMC):

- [LMC 15-11-12.5 Historic Preservation Board Review for Material Deconstruction.](#)
- [LMC 15-11-14 Disassembly and Reassembly of a Historic Building or Historic Structure.](#)
- [LMC 15-13-4\(B\) Design Guidelines for Disassembly and Reassembly of All or Part of a Historic Structure.](#)

The HPB shall forward a copy of its written findings to the Owner and/or Applicant.

The Applicant or any party participating in the hearing may appeal the Historic Preservation Board decision to the Board of Adjustment or City Council. Appeal requests shall be submitted to the Planning Department thirty (30) days of the Historic Preservation Board decision. The appellant has the burden of proving that the land use authority erred. The appeal authority shall review factual matters de novo, without deference to the land use authority's determination of factual matters. The appeal authority shall determine the correctness of the land use authority's interpretation and application of the plain meaning of the land use regulations, and interpret and apply a land use regulation to favor a land use application unless the land use regulation plainly restricts the land use application.

Notice:

The complete application notice mailing was sent on July 23, 2019 notifying of the first public hearing on August 6, 2019. On July 25, 2019, Legal Notice of the Historic Preservation Board public hearing was published in the Park Record. Staff sent a mailing notice of this public hearing to property owners within 100 feet and posted the property on July 23, 2019.

PROPOSAL NO. 1 – MATERIAL DECONSTRUCTION**Recommendation:**

Staff recommends the Historic Preservation Board review and discuss the application, conduct a public hearing, and consider approving the Material Deconstruction at 901 Woodside Avenue pursuant to the following findings of fact, conclusions of law, and conditions of approval. This site is designated as Significant on the City's Historic Sites Inventory (HSI).

Findings of Fact:

1. The property is located at 901 Woodside Avenue in the Historic Residential (HR-1) zoning District.
2. The Site is designated as Landmark on the Historic Sites Inventory.
3. On February 15, 2019, Planning Department received a Historic District Design Review (HDDR) application for the property at 901 Woodside Avenue. It was

deemed complete on April 18, 2019 as the applicant was working with the Planning Department to update the Panelization plan.

4. The Conditional Use Permit Application (PL-19-04152) was deemed complete on April 19, 2019. The applicant is requesting 1.) a setback exception for construction of a basement using the footprint of the Historic Structure per [LMC § 15-2.2-4](#) and 2.) construction of a private driveway within Platted, Unbuilt City Streets per [LMC § 15-3-5](#). The application has not been approved at the time of this report as it is pending review by the Planning Commission.
5. Development on this property has spanned across three (3) of Park City's designated Historic eras, including the Settlement and Mining Boom Era (1868-1893), the Mature Mining Era (1894-1930), and the Mining Decline and Emergence of Recreation Industry Era (1931-1962).
6. The house first appears on the 1889 Sanborn Fire Insurance Map as a simple, one-story T/L Crosswing cottage style house with a single-story L-shaped front porch and bay window on the east (front) elevation.
7. The 1900 Sanborn Fire Insurance map shows that the house as a two-story wood frame structure with a one-story L-shaped porch and a large addition in the rear, which means the house was most likely lifted and a new first level was constructed beneath the original form. The L-shaped front porch was recorded as two-story in the 1907 Sanborn map. The house remained unchanged through 1929, with where the front porch used to be recorded as two-story in the 1941 Sanborn Map and a section of the back circ. 1900 L-shaped addition removed.
8. The first photograph of this house appeared as part of the circ.1941 tax assessment. At this time of the 1949, and 1958 tax assessments it was clad in Bricktex asphalt siding and shows the second-floor porch was enclosed with a shed roof sometime after circ. 1900 and pre-circ. 1907. The original pitch of the L-shaped roof can be seen in Figure 2, and was changed before circ. 1982 when windows were added to the second-floor and enclosed the porch as livable space. The first floor porch was also opened up and wood columns were added prior to circ. 1982.
9. The owner of the property received a Historic District Grant in 1987 for \$4,850 and in 1990 for \$1,000. There are no records of any building permits documenting the work done using the Grant money.
10. The applicant is proposing to remove all non-historic site additions and construct new retaining walls, steps, and foundation with a basement level garage addition. The proposed scope of work mitigates any impact that will occur to the Historic significance of the Site.
11. The applicant proposes to Reconstruct the roof using salvageable Historic material. Staff has determined there is existing Historic material in the roof structure. The applicant is not proposing to alter the Historic roof form.
12. The applicant is proposing to reconstruct the chimney as a non-functional feature using the salvageable bricks on the exterior of the roof.
13. Portions of the original horizontal drop-siding remain. The applicant is proposing to install siding that matches the original in profile, detailing, and sizing.
14. The applicant is proposing to construct a new concrete foundation with a basement and basement-level garage. The salvageable Historic stone shall be used to face the new foundation.

15. The Historic porch has been altered within the Historic period. The applicant is not proposing to reconstruct the original form of the house or the structure as the changes made to the Structure have acquired Historic importance in their own right as the major alterations were done prior to circ. 1900.
16. The applicant is proposing to replicate the Historic front door and replace the other non-historic doors.
17. There are a total of twenty-three (23) windows. All windows have been replacement at a time outside the Historic period. The Preservation Plan notes that all windows will be replaced. The three (3) rear window openings will be altered to install double-hung windows to match the rest of the house.
18. The HPB found compliance with the following applicable Design Guidelines:
 - A. Universal Guidelines:
 1. A site should be used as it was historically or be given a new use that requires minimal change to the distinctive materials and features. The applicant is proposing to remove the non-historic site additions and use it as it was historically.
 2. Changes to a site or building that have acquired historic significance in their own right should be retained and preserved. The applicant is proposing to remove all non-historic changes.
 3. The historic exterior features of a building should be retained and preserved. The applicant is not proposing to alter any Historic features.
 4. Distinctive materials, components, finishes, and examples of craftsmanship should be retained and preserved. The applicant is proposing to restore the porch to the Historic form.
 5. Deteriorated or damaged historic features and elements should be repaired rather than replaced. The applicant is proposing to re-use the salvageable Historic materials. Conditions of Approval were added to ensure the protection of the Historic roof form.
 6. Features that do not contribute to the significance of the site or building and exist prior to the adoption of these guidelines may be maintained; however, if it is proposed they be changed, those features must be brought into compliance with these guidelines.
 7. Each site should be recognized as a physical record of its time, place and use. The proposed work does not change the appearance of the site.
 8. Chemical or physical treatments, if appropriate, should be undertaken using recognized preservation methods. No chemical or physical treatments are proposed.
 9. New additions, exterior alterations, or related new construction should not destroy historic materials, features, and spatial relationships that characterize the size or building. The proposed work complies.
 10. New additions and related new construction should be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment could be restored. The proposed work mitigated any impacts on the historic site.
 - B. Specific Guidelines:
 - a. Site Design

A.1.1 Maintain existing front and side yard setbacks of Historic Sites. The applicant is not proposing to alter the existing location.

A.1.2 Preserve the original location of the main entry, if extant. The applicant is not proposing to alter the location of the entry.

A.1.3 Maintain the original path or steps leading to the main entry, if extant. The applicant is proposing to construct new steps as the existing are non-historic and unsafe.

A.5.3 The historic character of the site should not be significantly altered by substantially changing the proportion of built or unpaved space. The proposed scope of work of the driveway will not substantially change these proportions.

b. Primary Structures

B.1.1 Maintain the original roof form, as well as any functional and decorative elements. The applicant is not proposing to alter the Historic roof form.

B.2.1 Primary and secondary façade components should be maintained in their original location on the façade. The applicant is not proposing to alter the façade.

B.3.1 A new foundation should not raise or lower the historic structure generally more than two (2) feet from its original floor elevation. The applicant is not proposing to lift the structure more than two (2) feet from its original floor elevation.

B.3.2 The original placement, orientation, and grade of the historic building should be retained. The applicant is not proposing to change any of these features.

B.4.1 Maintain historic door openings, doors, and door surrounds. The applicant is not proposing to alter these elements.

B.4.2 New doors should be allowed only if the historic door cannot be repaired. Replacement doors should exactly match the historic door in size, material, profile, and style. The applicant is proposing to replace the non-historic door with one that will match what is seen Historically in the District.

B.5.1 Maintain historic window openings, windows, and window surrounds.

There are no existing Historic windows. The applicant is not proposing to alter the window openings. Staff has added the Condition of Approval to determine the Historic window openings, sizing, and detailing.

19. The HPB made the following findings with respect to Material Deconstruction Review Checklist Criterion:

- a. Criterion 1: The proposed work is not Routine Maintenance.
- b. Criterion 2: The proposed Material Deconstruction is required.
- c. Criterion 3: The proposed work does not damage or destroy the exterior architectural features.
- d. Criterion 4: The proposed work mitigates any impacts that will occur to the visual character of the neighborhood; Historical significance of the Structure; architectural integrity of the Structure; and structural stability. All proposed Material Deconstruction complies with applicable Design Guidelines.

- e. Criterion 5: The proposed work will not compromise the historical importance of other structures on the property and on adjacent properties. The applicant is proposing to remove all non-historic features.
- f. Criterion 6: All non-historic additions and site features are proposed to be removed and are non-contributory.

Conclusions of Law:

1. The proposal complies with the Land Management Code requirements pursuant to 15-2.2 Historic Residential (HR-1) District.
2. The proposal meets the criteria for Material Deconstruction pursuant to LMC 15-11-12.5 Historic Preservation Board Review for Material Deconstruction.

Conditions of Approval:

1. Final building plans and construction details shall reflect substantial compliance with the HDDR proposal submitted on April 16, 2019. Any changes, modifications, or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.
2. The applicant is responsible for notifying the Building Department if changes are made.
3. The applicant shall maintain the original T/L cottage style roof form and Historic roof form additions.
4. The reconstructed roof form shall re-use all salvageable Historic material in their original location, if possible.
5. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or his/her designee prior to construction.
6. The applicant shall salvage the existing chimney bricks. Any bricks that can be made safe and/or serviceable shall be reused to reconstruct the chimney after review under the Historic District Guidelines. The applicant shall provide construction details documenting the Historic chimney at the time of the building permit. The reconstructed chimney shall be on the exterior of the Structure and shall not be required to be functional.
7. Written plans detailing the disassembly and reassembly steps and procedures shall be submitted and approved by the Planning and Building Departments as part of the building permit.
8. The applicant shall document through photographic means the disassembly of the building. As each component is disassembled, its physical condition shall be noted, particularly if it differs from the condition stated in the pre-disassembly documentation.
9. The wall panels shall be protected with rigid materials, such as sheets of plywood. The wall panels shall be securely stored on-site until needed for reassembly. The City may hold a portion of the financial guarantee should further damage or destruction occurs to the panels while they are stored on site.
10. When reassembling the structure, its original orientation and siting shall be approximated as close as possible.

11. Should the historic chimney not be able to be removed in one piece, the applicant shall disassemble the chimney in the largest workable pieces possible. All the elements of the chimney shall be systematically separated from the chimney. The markings shall be removable or made on surfaces that will be hidden from view when the chimney is reassembled. The process of the disassembly shall be recorded through photographic means.
12. Where the historic exterior materials cannot be repaired, they will be replaced with materials that match the original in all respects: scale, dimension, texture, profile, material and finish. Prior to replacement, the applicant shall demonstrate to the Planning Director that the materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. The Planning Director shall approve the removal of the historic materials in writing prior to any removal of the materials. The Historic Preservation Plan shall be updated, as necessary, to reflect the conditions of the original wood siding.
13. The salvageable Historic stone foundation shall be reused to face the new foundation. Where the Historic material cannot be reused, the foundation veneer shall match the original in shape, dimension, profile, and color.
14. The new foundation shall not raise or lower the Historic Structure more than two feet (2') from its original floor elevation.
15. The applicant shall submit for written approval from the Historic Preservation Planner prior to installation of the selected replacement door.
16. The replacement windows on the Historic Structure shall be wood windows.
17. No alterations of the Historic window openings shall be made.

PROPOSAL NO. 2 – DISASSEMBLY AND REASSEMBLY OF A HISTORIC BUILDING OR HISTORIC STRUCTURE

Recommendation:

Staff recommends the Historic Preservation Board review and discuss the application, conduct a public hearing, and consider approving the Disassembly and Reassembly at 901 Woodside Avenue pursuant to the following findings of fact, conclusions of law, and conditions of approval. This site is designated as Significant on the City's Historic Sites Inventory (HSI).

Findings of Fact:

1. The property is located at 901 Woodside Avenue in the Historic Residential (HR-1) zoning District.
2. The Site is designated as Landmark on the Historic Sites Inventory.
3. On February 15, 2019, Planning Department received a Historic District Design Review (HDDR) application for the property at 901 Woodside Avenue. It was deemed complete on April 18, 2019 as the applicant was working with the Planning Department to update the Panelization plan.
4. The Conditional Use Permit Application (PL-19-04152) was deemed complete on April 19, 2019. The applicant is requesting 1.) a setback exception for construction of a basement using the footprint of the Historic Structure per LMC § 15-2.2-4 and 2.) construction of a private driveway within Platted, Unbuilt City Streets per LMC § 15-

- 3-5. The application has not been approved at the time of this report as it is pending review by the Planning Commission.
5. Development on this property has spanned across three (3) of Park City's designated Historic eras, including the Settlement and Mining Boom Era (1868-1893), the Mature Mining Era (1894-1930), and the Mining Decline and Emergence of Recreation Industry Era (1931-1962).
 6. The house first appears on the 1889 Sanborn Fire Insurance Map as a simple, one-story T/L Crosswing cottage style house with a single-story L-shaped front porch and bay window on the east (front) elevation.
 7. The 1900 Sanborn Fire Insurance map shows that the house as a two-story wood frame structure with a one-story L-shaped porch and a large addition in the rear, which means the house was most likely lifted and a new first level was constructed beneath the original form. The L-shaped front porch was recorded as two-story in the 1907 Sanborn map. The house remained unchanged through 1929, with where the front porch used to be recorded as two-story in the 1941 Sanborn Map and a section of the back circ. 1900 L-shaped addition removed.
 8. The first photograph of this house appeared as part of the circ.1941 tax assessment. At this time of the 1949, and 1958 tax assessments it was clad in Bricktex asphalt siding and shows the second-floor porch was enclosed with a shed roof sometime after circ. 1900 and pre-circ. 1907. The original pitch of the L-shaped roof can be seen in Figure 2, and was changed before circ. 1982 when windows were added to the second-floor and enclosed the porch as livable space. The first floor porch was also opened up and wood columns were added prior to circ. 1982.
 9. The owner of the property received a Historic District Grant in 1987 for \$4,850 and in 1990 for \$1,000. There are no records of any building permits documenting the work done using the Grant money.
 10. The applicant is proposing the Disassembly and Reassembly of the Landmark Historic Structure.
 11. The HPB has made the following findings with respect to LMC § 15-11-14 Disassembly and Reassembly of a Historic Building or Historic Structure:
 - Criteria A:
 - A. Complies. *The structural engineer's report (Exhibit H) highlights the issues with the existing condition that cause the Structure to not be reasonably moved intact.*
 - B. At least one of the following:
 - c. The Historic Preservation Board determines, with input from the Planning Director and the Chief Building Official, that unique conditions and the quality of the Historic Preservation Plan warrant the proposed disassembly and reassembly; unique conditions include but are not limited to:
 1. Complies. *Due to the construction history of the Historic Structure explained previously in this report, Staff has found temporarily lifting or moving the building as a single unit is problematic. The Chief Building Official determined (Exhibit L) Panelization to be the appropriate method of Rehabilitation.*
 2. Complies. *The structural engineer's report (Exhibit G), as well as multiple site visits by the Historic Preservation Planner, has*

determined Panelization is the best approach to preserving the Historic material.

3. Complies. Due to the unique construction of this house highlighted in the sections above, the proposed Panelization allows for the greatest amount of Historic material to be saved.

- Criteria B: Complies. On February 15, 2019, Planning Department received a Historic District Design Review (HDDR) application for the property at 901 Woodside Avenue. It was deemed complete on April 18, 2019 as the applicant was working with the Planning Department to update the Panelization plan. The applicant is not proposing to relocate or reorient the Historic Structure.

12. The HPB has made the following findings with respect to LMC § 15-13-4(B) Guidelines for Disassembly and Reassembly:

4. Pending. The Historic Preservation Board Review for Disassembly and Reassembly is pending approval and under review.
5. Complies as Conditioned. The applicant shall complete the Disassembly and Reassembly using recognized preservation methods.
6. Complies. The applicant has updated the plans for Panelization with the input from the Preservation Planner. The updated drawings were received July 17, 2019.
7. Complies. The applicant has documented the interior and exterior of the structure thoroughly throughout the HDDR application process. The updated Panelization plan received July 17, 2019 includes interior photographs of the structure. (Exhibit I)
8. Complies. The applicant shall submit for a building permit through the Building Permit for the disassembly and reassembly of the Structure.
9. Complies. The updated Panelization plan identifies the largest workable sections of the structure to be disassembled.
10. Complies as Conditioned. The applicant shall comply with Condition of Approval #8.
11. Complies as Conditioned. The applicant shall comply with Condition of Approval #9.
12. Complies as Conditioned. The applicant shall comply with Condition of Approval #10.
13. Complies as Conditioned. The applicant shall comply with Condition of Approval #11.
14. Complies as Conditioned. The applicant shall comply with Condition of Approval #12.
15. Complies as Conditioned. The applicant shall comply with Condition of Approval #13.

Conclusions of Law:

1. The proposal meets the criteria for Panelization pursuant to LMC § 15-11-14 Disassembly and Reassembly of a Historic Building or Historic Structure.

2. The proposal meets the criteria pursuant to LMC § 15-13-4(B) Guidelines for Disassembly and Reassembly of all or part of a Historic Structure.

Conditions of Approval:

1. Final building plans and construction details shall reflect substantial compliance with the HDDR proposal submitted on April 16, 2019. Any changes, modifications, or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.
2. The applicant is responsible for notifying the Building Department if changes are made.
3. The applicant shall maintain the original T/L cottage style roof form and Historic roof form additions.
4. The reconstructed roof form shall re-use all salvageable Historic material in their original location, if possible.
5. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or his/her designee prior to construction.
6. The applicant shall complete the Disassembly and Reassembly using recognized preservation methods.
7. The structure shall be disassembled in the largest workable pieces possible in order to minimize loss of Historic fabric.
8. To ensure accurate reassembly, all parts of the building, structure, or element shall be marked as they are systematically separated from the structure. Contrasting colors of paint or carpenter wax crayons should be used to establish a marking code for each component. The markings shall be removable or shall be made on surfaces that will be hidden from view when the structure is reassembled.
9. Important architectural features of a historic building or structure shall be removed, marked, and stored before the structure or element of the structure is disassembled.
10. The process of disassembly of a historic building or structure shall be recorded through photographic, still or video, means.
11. As each component of a historic building is disassembled, the physical condition shall be noted, particularly if it differs from the condition stated in pre-disassembly documentation. When a component is too deteriorated to remove, it shall be carefully documented— with photographs and written notes on its dimensions, finish, texture, color, etc.—to facilitate accurate reproduction.
12. Wall panels and roof surfaces shall be protected with rigid materials, such as sheets of plywood, when there is risk of damage during the disassembly/storage/reassembly process.
13. Disassembled components— trim, windows, doors, wall panels, roof elements, etc.— shall be securely stored on-site in a storage trailer or off-site in a garage/warehouse/trailer until needed for reassembly

Exhibits:

- Exhibit A – HPB Material Deconstruction Review Checklist
- Exhibit B – SWCA Memorandum, by Anne Oliver, Principal Investigator
- Exhibit C – HDDR Plans
- Exhibit D – Panelization Plan, updated July 17, 2019
- Exhibit E – Physical Conditions Report + Historic Preservation Plan
- Exhibit F – 1982 Reconnaissance Level Survey, done by Ellen Beasley
- Exhibit G – [Historic Sites Inventory Form](#)
- Exhibit H – Shen Engineers, Inc. report
- Exhibit I – Exterior Photos
- Exhibit J – Interior Photos
- Exhibit K – HDDR Supporting Illustrations
- Exhibit L – Chief Building Official Determination Letter

Exhibit A

Historic Preservation Board Material Deconstruction Review Checklist:

1. Routine Maintenance (including repair or replacement where there is no change in the design, materials, or general appearance of the elements of the structure or grounds) does not require Historic Preservation Board Review (HPBR).
2. The material deconstruction is required for the renovation, restoration, or rehabilitation of the building, structure, or object.
3. Proposed exterior changes shall not damage or destroy the exterior architectural features of the subject property which are compatible with the character of the historic site and are not included in the proposed scope of work.
4. The proposed scope of work mitigates any impacts that will occur to the visual character of the neighborhood where material deconstruction is proposed to occur; any impacts that will occur to the historical significance of the buildings, structures, or objects located on the property; any impact that will occur to the architectural integrity of the buildings, structures, or objects located on the property; and any impact that will compromise the structural stability of the historic building.
5. The proposed scope of work mitigates to the greatest extent practical any impact to the historical importance of other structures located on the property and on adjacent parcels.
6. Any addition to a Historic Building, Site, or Structure has been found to be non-contributory to the historic integrity or historical significance of the structure or site.

PARK CITY MUNICIPAL CORPORATION
HISTORIC PRESERVATION BOARD
MINUTES OF AUGUST 7, 2019

BOARD MEMBERS IN ATTENDANCE: Lola Beatlebrox, Puggy Holmgren, Jack Hodgkins, Randy Scott

EX OFFICIO: Bruce Erickson, Hannah Tyler, Caitlyn Barhorst, Tricia Lake

The Board had site visits to 901 Woodside Avenue and 1135 Norfolk Avenue prior to the meeting.

Director Erickson noted that Doug Stephens was at the Old Town Circulation Planning meeting. John Hutchins had a work conflict and was not able to attend this evening.

Director Erickson requested that the Board nominate a Vice-Chair to facilitate the meeting this evening.

MOTION: Board Member Beatlebrox nominated Randy Scott to preside over the meeting this evening. Board Member Hodgkins seconded the motion.

VOTE: The motion passed unanimously.

Vice-Chair Scott assumed the Chair.

ROLL CALL

Vice-Chair Scott called the meeting to order at 5:00 p.m. and noted that all Board Members were present except John Hutchins and Douglas Stephens who were excused.

ADOPTION OF MINUTES

July 17, 2019

MOTION: Board Member Hodgkins moved to APPROVE the minutes of July 17, 2019 as written. Board Member Beatlebrox seconded the motion.

VOTE: The motion passed unanimously.

PUBLIC COMMUNICATIONS

There were no comments.

STAFF/BOARD COMMUNICATIONS AND DISCLOSURES

Director Erickson announced that the next HPB meeting was scheduled for August 21st. He anticipated only having one meeting in September. Planner Tyler noted that the first Wednesday in September was the week of Labor Day. Director Erickson stated that the Planning Department would send a notice for the meeting on September 4th. If Board members will be out of town that week, the meeting would be rescheduled.

Vice-Chair Scott asked if the HPB had a quorum for the meeting on August 21st. Director Erickson answered yes.

Board Member Hodgkins disclosed that he was a Board Member of Preservation Utah, but he did not believe that association would affect his ability to vote on the LMC item on the agenda this evening.

Board Member Holmgren noted that in the past the agenda had page numbers for each item. She asked if it was possible to add the page numbers again.

CONTINUATIONS - (Public Hearing and Continue to date specified).

Land Management Code (LMC) Amendments - PL-19-04232

Regarding Historic Preservation in 15-11 including amendments to the following sections: 15-11-2(C) Terms and Qualifications of Members; 15-11-8(A) Staff Assistance; and 15-11-12.5 Historic Preservation Board Review for Material Deconstruction. Staff will be updating all references to Utah Heritage Foundation to reflect their new organizational name of Preservation Utah. In addition, staff will be updating the Historic Preservation Board Review process for Material Deconstruction as directed

Vice-Chair Scott opened the public hearing. There were no comments. Vice-Chair Scott closed the public hearing.

MOTION: Board Member Beatlebrox moved to CONTINUE the Land Management Code Amendments to August 21, 2019. Board Member Hodgkins seconded the motion.

VOTE: The motion passed unanimously.

REGULAR AGENDA

1. 1135 Norfolk Avenue - Historic District Design Review - PL-17-03702 Historic Preservation Board Review for Reconstruction of a Significant Historic Site.

The Board visited the site prior to the meeting this evening.

Board Member Holmgren asked if the extension for the plat amendment had been approved. Planner Barhorst stated that it was approved last Thursday.

Garrett Strong, representing the applicant, stated that the goal was to plan a site visit so the Board could see what was behind the siding in order to make educated decisions on how to proceed. Mr. Strong thought it was apparent walking through the house that the northwest and possibly the northeast corner were all original walls. He presented a picture showing the entry from the front door. He indicated the vertical boards that were still in place and he believed they were most likely part of the original structure. The bedroom on the southeast corner and the kitchen behind it were added on, and possibly the bathroom.

Mr. Strong stated that the roof structure was indicative of a roof being added on. It was easy to see difference between the 1x6 of the original structure and the 1x10s in the room that was added. He remarked that when the house was built the slope of the roof would have been equal on both sides. Mr. Strong thought it appeared that the area coming off the back of the house with a shallower pitch was added at a later time. He noted that most of the homes in Old Town were put together in a T-shape. In this particular home they would be looking at the living room and the two bedrooms to the north, which is the structure with the gable-end running east to west; and then a little bit of a wing coming off of it. Looking from the front of the house on the east side of the home, they could see how the old doorway had been cut in and replaced.

Mr. Strong stated that these were the kinds of questions in terms of what is historic and what they were trying accomplish and salvage. He noted that a significant amount of reinforcement needs to be done into the roof structure. The old roof structure is clearly historic and a new portion of the roof is not. As they went into the crawl space they could see concrete, stones stacked in certain places, a floor that was added on. Mr. Strong needed clarification on what the Board would like to see done after visiting the site. The applicant would prefer to panelize the structure, keeping the west, north and east walls and bringing them back. However, because it is a historic home the applicant was looking for guidance.

Board Member Hodgkins clarified that the Board had approved the material deconstruction at the last meeting. He understood that the primary issue this evening was panelization. Planner Barhorst stated that currently the applicant was requesting reconstruction which is the focus of this discussion; however, they were also asking for direction.

After visiting the site and looking at the historic maps, Planner Barhorst observed that the original proportions of the house were a little shorter on the cross-gable

side. She found vertical framing and evidence of nails of the siding that could have been on the exterior side. With the additional of the horizontal structure being added at a later date, she dated that to around 1940 because of the maps and the time period for using asphalt.

Board Member Hodgkins did not believe the map showed the original location of the front door. Planner Barhorst replied that the Sanborn maps are not always accurate. She thought another indication was the floor level change. The exterior siding did not have structure behind. There was a floor level change, which could have been the original porch to the rear. She pointed out that the siding on the addition side to the south did not have the drop siding. It only has asphalt brick and then the structure. The other pieces of the original T-shape have the drop siding.

Board Member Beatlebrox stated that during the site visit, what they saw in the front of the house was a hodge-podge of siding which was termed as lapsiding. Where the siding was removed, they could see the 1x12 wall behind it, which is essentially the interior of the house. Ms. Beatlebrox observed that there was not much lapsiding on the front of the house. She asked if Planner Barhorst had determined the lapsiding to be historic. Planner Barhorst answered yes, because it was the original form before the addition.

Board Member Beatlebrox remarked that in a reconstruction they would want to keep as much of the lapsiding as possible in the front of the house. She also noted from the pictures that there was also lapsiding inside the house. Planner Barhorst replied that she was correct. Ms. Beatlebrox assumed that lapsiding was also considered historic and could be used on the front of the house. Ms. Barhorst stated that it was possibly the original exterior porch. She thought the original interior materials could be reused.

Board Member Beatlebrox understood that the applicant was proposing to put as much of the historic lapsiding as possible on the front of the house. She assumed they were not concerned about the 1x12s because they are on the interior. Ms. Beatlebrox thought the primary decision was whether the HPB would ask the applicant to lift the house and drop it down, and cover the front with the lapsiding; or whether the entire house would be disassembled and rebuilt using the lapsiding. She noted that the engineer had said the house could be lifted, but at the same time the floors are uneven and the house is a hodge-podge. Ms. Beatlebrox questioned how much of the original material could be used.

Vice-Chair Scott agreed with Ms. Beatlebrox; however, he thought they needed to focus on reconstruction of an existing historic building or structure. Per the LMC, a building can be reconstructed if it is deemed hazardous or dangerous by the Chief Building Official.

Board Member Barhorst reviewed the criteria and the Staff analysis. Criteria 1 did not comply. She noted that Dave Thacker, the Chief Building Official, was present to answer questions on his determination.

Mr. Strong clarified that the engineer did not believe the house should be lifted, but Mr. Thacker had said he thought it could be lifted. Mr. Strong was willing to take any of the salvageable original siding off the west and north walls and put it on the front.

Board Member Beatlebrox asked if there was any precedent for not complying with Criteria 1. Dave Thacker, the Chief Building Official, stated that he made the determination on Criteria 1. He noted that the determination letter from the structural engineer recommended panelization as opposed to lifting the house. When he looked at the building itself there were areas that could be panelized and he agreed with that assumption.

Vice-Chair Scott recalled that when the HPB last met, there was limited deconstruction on the inside. Mr. Thacker replied that very little had been pulled apart. He had not been to the site since his initial determination. Vice-Chair Scott thought hodge-podge was an accurate word. It looked like the house could be structurally sound for panelization or being moved.

Cam Schiedel, representing the applicant, thanked the Board for taking the time to visit the site. Ms. Schiedel stated that the applicant originally submitted for approval to deconstruct the historic structure. However, after having the opportunity to do more deconstruction they found historic siding on the inside. There is very little historic siding on the front, but other material on the property is historical. Ms. Schiedel stated that they would be open to revising the plan to disassemble in a panelization fashion and reuse as much historic material as possible.

Vice-Chair Scott asked if the applicant was changing their request to panelization. Planner Barhorst replied that the current proposal was for reconstruction. She had analyzed the proposal against the Code criteria based on reconstruction. If the request is changed to panelization, the application would need to be updated and a new Staff report provided.

Vice-Chair Scott thought the front gable was one of the most distinguishing characteristics. He noted that a portion of the newer siding was taken off and it looked like there was drop siding on the entire area. He believed the windows have been changed at least twice, and it was typical of any old town home where there are patches on the outside. He pointed to the left and right of the two windows and considered that to be historic siding.

Board Member Holmgren stated that there was so much of the original siding in different places on the outside and on the inside. She was pleased that the applicant was willing to put the historic siding on the front.

Mr. Strong stated that if they take off the siding, store it, and reuse it on the front of the house, whether that would be considered panelization. He understood that they would not need to take the entire wall. It would still be considered panelization if they only saved specific pieces. Planner Barhorst explained that the approval needs to be for reconstruction of the form. The applicant would then come back and request panelization. She clarified that currently the request is for reconstruction.

Board Member Hodgkins asked if they would only come back for panelization if the Board did not approve reconstruction. Planner Barhorst replied that he was correct. She noted that the applicant already has approval for material deconstruction to renovate, lift, fix it up, and add the addition on the back.

Planner Hannah Tyler explained that the current request is for reconstruction, which would be to save some material throughout the building and reuse it. Panelization would take each wall and add 2x4s and other structural members to the interior of each wall prior to cutting them out. They would use a crane to pull the panels and they would be stored either on-site or off-site. Planner Tyler pointed out that Garrett Strong has done this work on other homes in the past.

Planner Tyler noted that panelization and reconstruction are very different requests and she wanted to make sure the Board understood that the application before them was reconstruction. The applicant could amend their application, but the Staff would need to change some findings. To prevent this from going to another meeting, she suggested that the Board could move on to the next agenda item to give the Staff time to work on Findings and come back after the discussion on 901 Woodside.

Director Erickson did not favor a hurry-up approach. Depending on the public hearing and the direction the Board takes, he thought the HPB could direct the Staff to prepare Finding for ratification at the August 21st meeting. That would allow adequate time to make sure they know exactly what the applicant was proposing and that the Findings and Conclusions accurately reflect what they want to accomplish.

Planner Barhorst commented on reconstruction versus panelization. She noted that panelization saves the whole wall structure. Reconstruction removes everything and the historic siding is put back piece by piece, but the structure is completely new.

Board Member Hodgkins understood that in panelization, interior siding could be filled onto the panels, but the panels still remain intact and the boards stay in their original location.

Board Member Beatlebrox asked if there was any precedence for not complying with Criteria 1. Director Erickson was not aware of anything.

Vice-Chair Scott opened the public hearing.

Ruth Meintsma, a resident at 305 Woodside, pointed to an area on the front of the structure where the drop siding is missing. On the inside it looked like a patch where there may have been a previous door or window. She thought that area was a small section and not the whole front. Ms. Meintsma stated that the front gable has the interior planks and the drop siding. The front has the drop siding with the exception of the small patch and the planks. The area open on the north side looks like it has drop siding and vertical planks. Ms. Meintsma noted that on the south side only the back end was exposed, so there could still be drop siding over the vertical on the front end. She remarked that if all the material is there, the essential form is saved.

Ms. Meintsma had looked in the General Plan to see if it said anything about historic material. She also went to neighborhoods in Old Town. She noted that the General Plan talks about specific neighborhoods. Ms. Meintsma read from the General Plan for the Old Town neighborhood. "The purpose in Old Town is to maintain historic district designation. The City much prevent significant modification alterations to historic structures and the loss of historic resources. Ms. Meintsma stated that the fabric of the historic structure must be retained, maintained, and protected to prevent the decline and loss of local historic resources. She noted that three of the four supported historic preservation practices are: Preservation, Rehabilitation, and Restoration. The fourth is the least favorable. Preservation is stabilization and retention of material, and it is the first treatment to consider. Preservation emphasizes conservation, repair, and maintenance. Rehabilitation is the second treatment and it allows for replacement of historic material when the condition of the material is too deteriorated to redress. Restoration is the third choice. Restoration takes the historic structure back to an earlier time by retaining materials from the most significant period in the structure's history. Ms. Meintsma stated that the City rarely recommends reconstruction for preservation practice because it produces a new structure identical in size, form, features, and details from a historic structure too dilapidated to be restored. Reconstruction lacks historic materials.

Ms. Meintsma understood this application was asking for a reconstruction, which requires completely removing and rebuilding the structure, and possibly adding back bits and pieces of the historic material. Ms. Meintsma thought the City should only allow reconstruction if the structure cannot be preserved in any other

way. Ms. Meintsma remarked that short of restoration, panelization would retain the historic material in a much better way than completely removing the structure.

Chair Scott closed the public hearing.

Cam Schiedel commented on the area under the front of the porch in the front of the house, and the area on the left side, and noted that they have not been able to confirm that there is much historic siding underneath those two portions. If the applicant chooses to request panelization, she understood they would not be able to take the historic siding from the rear house or the north side of the house and use it in the places where historic siding is missing. Ms. Schiedel stated that the applicant would like to use the historic material on the front of the house and use the interior lapping on the exterior. However, she was concerned that if they do not get approval for deconstruction there would not be enough historical siding to cover the portions of the house most visible from the street.

Board Member Beatebrox asked if that was accurate that gaps could not be filled with other historic siding from other parts of the house. Planner Barhorst answered no. She stated that currently no historic horizontal siding has been found where the original T-shape ends north to the middle of the porch where the addition was added. The full panel of siding found on the interior could definitely be reused on the exterior.

Board Member Hodgkins asked in a panelization if patched areas could be patched if necessary. He considered the gabled area to be historic from front to back, outside of the sheathing on the front. He thought it was important to keep all of it, including the inside. If patchwork is required, he asked if it could be pulled from other areas. Director Erickson stated that panelization does not prohibit repairs. He noted that the applicant already had approval for material deconstruction. Therefore, some of the materials could be removed from other walls that are not necessarily historic.

Director Erickson clarified that the panelization question was in lieu of raising the house. The Staff recommendation was that the structure could not be disassembled and reassembled. Planner Barhorst clarified that currently the application was only analyzed for reconstruction. Director Erickson commented on the importance of understanding exactly what the applicant was requesting so the Staff could write the Findings. The applicant would need to stipulate that the existing house would not be reconstructed; however, panelization in some form is acceptable. The Staff would make an affirmative Finding of Fact that the applicant put on the record that they wanted the request changed to either lifting or panelization.

Board Member Hodgkins asked if the HPB voted on the current request and it was denied, whether the applicant could come back and request panelization.

Director Erickson replied that it would be a different application because at that point they would be applying for something different. They would submit a new application and come back to the HPB.

Tricia Lake, with the Legal Department, thought the aspect of what the Board was reviewing had changed based on testimony from the applicant to the HPB. Ms. Lake thought clarification was needed on exactly what the applicant was requesting, because it affects the ability of the Planning Department to provide accurate Findings and Conclusions to the Board. She asked if the applicant was no longer requesting reconstruction and instead was asking for panelization.

Vice-Chair Scott suggested that each Board member state what they would be the most comfortable with in order to provide some direction to the Staff and the applicant.

Board Member Holmgren thought it would make everyone happy if they could bring the old siding to the front of the house. As an aside, she noticed a beautiful apple tree in the back of the property that she would like saved.

Board Member Beatlebrox noted that the application for reconstruction did not comply with Criteria 1 and they would need to deny the request for that reason. Ms. Beatlebrox thought panelization was a win/win for everyone; especially if they could pull pieces from other walls and portions of the structure to fill the gaps.

Vice-Chair Scott stated that his opinion was similar to Ms. Beatlebrox. He thought it was possible to lift the structure, but in his opinion, they would be lifting a couple of important areas of the house that would not be worth the expense. Vice-Chair Scott thought there was historic value to the front of the house. He was not able to see all of it, but the north side was very interesting, and he was particularly interested in the gabled area. Vice-Chair Scott was leaning towards some level of panelization looking at those areas specifically.

Board Member Hodgkins stated that in being asked to interpret the Findings of Fact and Conclusions of Law, he could not see how this would comply with the criteria for reconstruction. He did not believe the HPB could approve this application for reconstruction. Mr. Hodgkins stated that putting a garage underneath the most historic piece of the structure would ruin the streetscape and facade of the historic house. He did not understand why the applicant would want to make a historic single-level home look like a two-story structure. He pointed out that a non-historic garage already sits on the property and there was no reason why that garage could not be rebuilt. Mr. Hodgkins stated that he would need to see the Findings of Facts and Conclusions of Law for panelization before he could commit. He was not opposed if the applicant wanted to propose panelization.

Planner Barhorst asked if there was the potential for a combination of reconstruction and panelization. They could do panelization on the pieces everyone was concerned about, and reconstruct the rest of the historic form.

Mr. Hodgkins thought it was clear after the site visit which sections of the building were original. He asked if the applicant could come back and request additional demolition of the areas where the floor shifts, and only deal with the original portion of the building in terms of panelization.

Planner Tyler commented on other houses in Old Town where for various reasons the front and the side were panelized and other portions were reconstructed. However, those houses were in much worse condition than the structure at 1135 Norfolk. Planner Tyler clarified that the applicant could request a partial reconstruction and partial panelization based on the Chief Building Official's determination. She understood that the Chief Building Official did not find that parts of the building were dangerous or hazardous. Planner Tyler recommended that the applicant reassess and provide a panelization plan between now and the meeting on August 21st, and for the HPB to Continue this item to August 21st with panelization as the next step. At that time the applicant could come forward and propose the different panels they would be structurally stabilizing.

Ms. Schiedel and Mr. Strong were comfortable doing what Planner Tyler had recommended. Director Erickson clarified that the applicant needed to stipulate to the panelization this evening. Otherwise the HPB would probably deny the reconstruction application. Board Member Hodgkins asked if the applicant needed to withdraw the current application and submit a new application. Director Erickson stated that the typical procedure would be to have the applicant stipulate to what they want to do, and the Staff would make it a Finding of Fact and change the Conclusions of Law. Another option would be for the applicant to withdraw the current application and submit a new application; or the HPB could deny the current application and the applicant would submit a new application.

Director Erickson thought Planner Tyler's comments were valid with respect to the rear portions of the site. He was unsure whether the Chief Building Official could make a determination that those wall were hazardous.

Ms. Schiedel preferred to withdraw the application and reapply.

Director Erickson stated that since the applicant had stipulated that the application would be withdrawn, no action was required. Planner Tyler asked how this item would be continued to August 21st. Director Erickson replied that it would need to be re-noticed as a new application. Planner Tyler noted that the

noticing deadline had passed for the August 21st meeting. It would have to be noticed for the September agenda.

2. 901 Woodside Avenue - Historic District Design Review - PL-18-04030
Historic Preservation Board Review for 1) Material Deconstruction and 2)
Disassembly and Reassembly of the Landmark Historic Structure. The
applicant is proposing Disassembly and Reassembly of the Landmark
Historic Site after the Material Deconstruction of non-Historic concrete
exterior stairs; circ. 1890s sandstone foundation; circ. 1889 original roof
forms and later roof form additions; circ. 1930s Bricktex asphalt siding;
non-Historic wood siding; non-Historic window replacements; non-Historic
exterior wood trim; non-Historic doors; circ. 1890s floor structure with
modern upgrades; non-Historic asphalt roof shingles; brick chimney; non-
Historic porch columns and railing; non-Historic rear yard deck.

The Board visited the site prior to the meeting.

Planner Barhorst noted that this item was broken into two proposals requiring two separate actions.

Proposal #1 - Material Deconstruction.

Planner Barhorst reported after further investigation of the structure it was determined that the original form of the house was an L-shape cottage that was lifted at some point prior to 1900. Exhibit B noted the construction method. Planner Barhorst stated that the photos available showed that the asphalt siding was put onto the historic siding prior to 1940. The front porch and roof was built new circa 1982.

Planner Barhorst presented photos showing an open porch and an actual enclosed space with a shed roof from the spring point. She indicated what the structure resembled for the first ten years from the time it was built until it was raised with a first floor and the addition to the rear.

Planner Barhorst requested that the HPB discuss the material deconstruction. The applicant was proposing to remove all non-historic site additions, which included the back deck. The retaining walls and stairs will be reconstructed because they do not meet Code.

Planner Barhorst stated that the applicant was proposing to rebuild the roof using any salvageable materials. They were not proposing to change the historic roof forms. The applicant was proposing to reconstruct the chimney as a non-functional feature.

For the exterior walls, Planner Barhorst stated that the applicant was proposing to reuse any salvageable materials. She noted that the porch was enclosed historically, but there is still siding on the outside that could potentially be reused in the patchwork on the outside.

Planner Barhorst noted that the applicant was proposing to construct a new foundation with the garage.

Planner Barhorst reported that the conditional use permit to construct the basement within the historic footprint; as well as a conditional use permit for a private driveway access through the platted right-of-way was scheduled to go before the Planning Commission the following week.

Planner Barhorst noted that the porch had been altered many times. The applicant was not proposing to construct the original form because the changes are historic in their nature. No mechanical, utility or electrical was being reused.

The applicant was proposing to replicate the front door and replace the other doors. A historic door beneath the siding could be used to replicate. The windows have all been altered, and the applicant was proposing to replace those windows and alter the three rear window openings to match the double-hung windows in the rest of the house.

Planner Barhorst presented the material deconstruction checklist outlined in the Staff report.

Vice-Chair Scott opened the public hearing.

There were no comments.

Vice-Chair Scott closed the public hearing.

Having visited the site, the Board thought the proposal was straightforward.

MOTION: Board Member Hodgkins moved to Approve the Material Deconstruction Proposal based on the Findings of Fact, Conclusions of Law, and Conditions of Approval as found in the Staff report. Board Member Holmgren seconded the motion.

VOTE: The motion passed unanimously.

Proposal #2 – Disassembly/Reassembly/Panelization

Planner Barhorst reviewed the Criteria as found in the Staff report. She noted that a licensed structural engineer had certified that the structure could not be

reasonably moved intact. Exhibit H was the Structural Engineer's report. Planner Barhorst noted that the application complies with all Criteria or will comply as conditioned.

The Staff recommended approval of the application for disassembly and reassembly.

Vice-Chair Scott opened the public hearing.

Ruth Meintsma, a resident at 305 Woodside, commented on the added conditions of approval outlined on page 54 of the Staff report. She thought the conditions were great because it locks down the details on saving bits and pieces. She thought it would be helpful if similar conditions of approval were added for the structure at 1135 Norfolk if panelization is considered.

Planner Barhorst clarified that Ms. Meintsma was referring to conditions of approval 7-14 under the Exterior Walls Analysis and the Foundation Analysis.

Vice-Chair Scott closed the public hearing.

Board Member Hodgkins referred to the Findings of Fact and he thought Findings 10-15 were confusing as written. Planner Barhorst clarified that it was not referencing the Finding. It was referencing the number on the Condition of Approval.

Board Member Beatlebrox thought this was an elegant project and she could not wait to see it finished. She thought the owners were doing a wonderful service to the community. Board Member Holmgren noted that Jonathan DeGray has several projects that are admirable. Board Member Hodgkins agreed. Walking on the outside of the house there is no evidence that it is compromised. It is nice to see this structure saved with no change in form. He thanked the owners for what they were doing.

MOTION: Board Member Hodgkins moved to APPROVE the disassembly and reassembly of the historic structure located at 901 Woodside Avenue, based on the Findings of Fact, Conclusions of Law, and Conditions of Approval found in the Staff report. Board Member Holmgren seconded the motion.

VOTE: The motion passed unanimously.

Proposal #1 – Material Deconstruction

Findings of Fact – 901 Woodside Avenue

1. The property is located at 901 Woodside Avenue in the Historic Residential (HR-1) zoning District.
2. The Site is designated as Landmark on the Historic Sites Inventory.
3. On February 15, 2019, Planning Department received a Historic District Design Review (HDDR) application for the property at 901 Woodside Avenue. It was deemed complete on April 18, 2019 as the applicant was working with the Planning Department to update the Panelization plan.
4. The Conditional Use Permit Application (PL-19-04152) was deemed complete on April 19, 2019. The applicant is requesting 1.) a setback exception for construction of a basement using the footprint of the Historic Structure per LMC § 15-2.2-4 and 2.) construction of a private driveway within Platted, Unbuilt City Streets per LMC § 15-3-5. The application has not been approved at the time of this report as it is pending review by the Planning Commission.
5. Development on this property has spanned across three (3) of Park City's designated Historic eras, including the Settlement and Mining Boom Era (1868-1893), the Mature Mining Era (1894-1930), and the Mining Decline and Emergence of Recreation Industry Era (1931-1962).
6. The house first appears on the 1889 Sanborn Fire Insurance Map as a simple, one-story T/L Crosswing cottage style house with a single-story L-shaped front porch and bay window on the east (front) elevation.
7. The 1900 Sanborn Fire Insurance map shows that the house as a two-story wood frame structure with a one-story L-shaped porch and a large addition in the rear, which means the house was most likely lifted and a new first level was constructed beneath the original form. The L-shaped front porch was recorded as two-story in the 1907 Sanborn map. The house remained unchanged through 1929, with where the front porch used to be recorded as two-story in the 1941 Sanborn Map and a section of the back circ. 1900 L-shaped addition removed.
8. The first photograph of this house appeared as part of the circ.1941 tax assessment. At this time of the 1949, and 1958 tax assessments it was clad in Bricktex asphalt siding and shows the second-floor porch was enclosed with a shed roof sometime after circ. 1900 and pre-circ. 1907. The original pitch of the L-shaped roof can be seen in Figure 2, and was changed before circ. 1982 when windows were added to the second-floor and enclosed the porch as livable space. The first floor porch was also opened up and wood columns were added prior to circ. 1982.
9. The owner of the property received a Historic District Grant in 1987 for \$4,850 and in 1990 for \$1,000. There are no records of any building permits documenting the work done using the Grant money.
10. The applicant is proposing to remove all non-historic site additions and construct new retaining walls, steps, and foundation with a basement level garage addition. The proposed scope of work mitigates any impact that will occur to the Historic significance of the Site.
11. The applicant proposes to Reconstruct the roof using salvageable Historic material. Staff has determined there is existing Historic material in the roof structure. The applicant is not proposing to alter the Historic roof form.

12. The applicant is proposing to reconstruct the chimney as a non-functional feature using the salvageable bricks on the exterior of the roof.
13. Portions of the original horizontal drop-siding remain. The applicant is proposing to install siding that matches the original in profile, detailing, and sizing.
14. The applicant is proposing to construct a new concrete foundation with a basement and basement-level garage. The salvageable Historic stone shall be used to face the new foundation.
15. The Historic porch has been altered within the Historic period. The applicant is not proposing to reconstruct the original form of the house or the structure as the changes made to the Structure have acquired Historic importance in their own right as the major alterations were done prior to circ. 1900.
16. The applicant is proposing to replicate the Historic front door and replace the other non-historic doors.
17. There are a total of twenty-three (23) windows. All windows have been replacement at a time outside the Historic period. The Preservation Plan notes that all windows will be replaced. The three (3) rear window openings will be altered to install double-hung windows to match the rest of the house.
18. The HPB found compliance with the following applicable Design Guidelines:
 - A. Universal Guidelines:
 1. A site should be used as it was historically or be given a new use that requires minimal change to the distinctive materials and features. The applicant is proposing to remove the non-historic site additions and use it as it was historically.
 2. Changes to a site or building that have acquired historic significance in their own right should be retained and preserved. The applicant is proposing to remove all non-historic changes.
 3. The historic exterior features of a building should be retained and preserved. The applicant is not proposing to alter any Historic features.
 4. Distinctive materials, components, finishes, and examples of craftsmanship should be retained and preserved. The applicant is proposing to restore the porch to the Historic form.
 5. Deteriorated or damaged historic features and elements should be repaired rather than replaced. The applicant is proposing to re-use the salvageable Historic materials. Conditions of Approval were added to ensure the protection of the Historic roof form.
 6. Features that do not contribute to the significance of the site or building and exist prior to the adoption of these guidelines may be maintained; however, if it is proposed they be changed, those features must be brought into compliance with these guidelines.
 7. Each site should be recognized as a physical record of its time, place and use. The proposed work does not change the appearance of the site.
 8. Chemical or physical treatments, if appropriate, should be undertaken using recognized preservation methods. No chemical or physical treatments are proposed.

9. New additions, exterior alterations, or related new construction should not destroy historic materials, features, and spatial relationships that characterize the size or building. The proposed work complies.

10. New additions and related new construction should be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment could be restored. The proposed work mitigated any impacts on the historic site.

B. Specific Guidelines:

a. Site Design

A.1.1 Maintain existing front and side yard setbacks of Historic Sites. The applicant is not proposing to alter the existing location.

A.1.2 Preserve the original location of the main entry, if extant. The applicant is not proposing to alter the location of the entry.

A.1.3 Maintain the original path or steps leading to the main entry, if extant. The applicant is proposing to construct new steps as the existing are non-historic and unsafe.

A.5.3 The historic character of the site should not be significantly altered by substantially changing the proportion of built or unpaved space. The proposed scope of work of the driveway will not substantially change these proportions.

b. Primary Structures

B.1.1 Maintain the original roof form, as well as any functional and decorative elements. The applicant is not proposing to alter the Historic roof form.

B.2.1 Primary and secondary façade components should be maintained in their original location on the façade. The applicant is not proposing to alter the façade.

B.3.1 A new foundation should not raise or lower the historic structure generally more than two (2) feet from its original floor elevation. The applicant is not proposing to lift the structure more than two (2) feet from its original floor elevation.

B.3.2 The original placement, orientation, and grade of the historic building should be retained. The applicant is not proposing to change any of these features.

B.4.1 Maintain historic door openings, doors, and door surrounds. The applicant is not proposing to alter these elements.

B.4.2 New doors should be allowed only if the historic door cannot be repaired. Replacement doors should exactly match the historic door in size, material, profile, and style. The applicant is proposing to replace the non-historic door with one that will match what is seen Historically in the District.

B.5.1 Maintain historic window openings, windows, and window surrounds. There are no existing Historic windows. The applicant is not proposing to alter the window openings. Staff has added the Condition of Approval to determine the Historic window openings, sizing, and detailing.

19. The HPB made the following findings with respect to Material Deconstruction Review

Checklist Criterion:

- a. Criterion 1: The proposed work is not Routine Maintenance.
- b. Criterion 2: The proposed Material Deconstruction is required.
- c. Criterion 3: The proposed work does not damage or destroy the exterior architectural features.
- d. Criterion 4: The proposed work mitigates any impacts that will occur to the visual character of the neighborhood; Historical significance of the Structure; architectural integrity of the Structure; and structural stability. All proposed Material Deconstruction complies with applicable Design Guidelines.
- e. Criterion 5: The proposed work will not compromise the historical importance of other structures on the property and on adjacent properties. The applicant is proposing to remove all non-historic features.
- f. Criterion 6: All non-historic additions and site features are proposed to be removed and are non-contributory.

Conclusions of Law – 901 Woodside

1. The proposal complies with the Land Management Code requirements pursuant to 15-2.2 Historic Residential (HR-1) District.
2. The proposal meets the criteria for Material Deconstruction pursuant to LMC 15-11-12.5 Historic Preservation Board Review for Material Deconstruction.

Conditions of Approval – 901 Woodside

1. Final building plans and construction details shall reflect substantial compliance with the HDDR proposal submitted on April 16, 2019. Any changes, modifications, or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.
2. The applicant is responsible for notifying the Building Department if changes are made.
3. The applicant shall maintain the original T/L cottage style roof form and Historic roof form additions.
4. The reconstructed roof form shall re-use all salvageable Historic material in their original location, if possible.
5. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or his/her designee prior to construction.
6. The applicant shall salvage the existing chimney bricks. Any bricks that can be made safe and/or serviceable shall be reused to reconstruct the chimney after review under the Historic District Guidelines. The applicant shall provide construction details documenting the Historic chimney at the time of the building

permit. The reconstructed chimney shall be on the exterior of the Structure and shall not be required to be functional.

7. Written plans detailing the disassembly and reassembly steps and procedures shall be submitted and approved by the Planning and Building Departments as part of the building permit.

8. The applicant shall document through photographic means the disassembly of the building. As each component is disassembled, its physical condition shall be noted, particularly if it differs from the condition stated in the pre-disassembly documentation.

9. The wall panels shall be protected with rigid materials, such as sheets of plywood. The wall panels shall be securely stored on-site until needed for reassembly. The City may hold a portion of the financial guarantee should further damage or destruction occurs to the panels while they are stored on site.

10. When reassembling the structure, its original orientation and siting shall be approximated as close as possible.

11. Should the historic chimney not be able to be removed in one piece, the applicant shall disassemble the chimney in the largest workable pieces possible. All the elements of the chimney shall be systematically separated from the chimney. The markings shall be removable or made on surfaces that will be hidden from view when the chimney is reassembled. The process of the disassembly shall be recorded through photographic means.

12. Where the historic exterior materials cannot be repaired, they will be replaced with materials that match the original in all respects: scale, dimension, texture, profile, material and finish. Prior to replacement, the applicant shall demonstrate to the Planning Director that the materials are no longer safe and/or serviceable and cannot be repaired to a safe and/or serviceable condition. The Planning Director shall approve the removal of the historic materials in writing prior to any removal of the materials. The Historic Preservation Plan shall be updated, as necessary, to reflect the conditions of the original wood siding.

13. The salvageable Historic stone foundation shall be reused to face the new foundation. Where the Historic material cannot be reused, the foundation veneer shall match the original in shape, dimension, profile, and color.

14. The new foundation shall not raise or lower the Historic Structure more than two feet (2') from its original floor elevation.

15. The applicant shall submit for written approval from the Historic Preservation Planner prior to installation of the selected replacement door.

16. The replacement windows on the Historic Structure shall be wood windows.

17. No alterations of the Historic window openings shall be made.

Proposal #2 – Disassembly and Reassembly

Findings of Fact – 901 Woodside

1. The property is located at 901 Woodside Avenue in the Historic Residential (HR-1) zoning District.

2. The Site is designated as Landmark on the Historic Sites Inventory.
3. On February 15, 2019, Planning Department received a Historic District Design Review (HDDR) application for the property at 901 Woodside Avenue. It was deemed complete on April 18, 2019 as the applicant was working with the Planning Department to update the Panelization plan.
4. The Conditional Use Permit Application (PL-19-04152) was deemed complete on April 19, 2019. The applicant is requesting 1.) a setback exception for construction of a basement using the footprint of the Historic Structure per LMC § 15-2.2-4 and 2.) construction of a private driveway within Platted, Unbuilt City Streets per LMC § 15-3-5. The application has not been approved at the time of this report as it is pending review by the Planning Commission.
5. Development on this property has spanned across three (3) of Park City's designated Historic eras, including the Settlement and Mining Boom Era (1868-1893), the Mature Mining Era (1894-1930), and the Mining Decline and Emergence of Recreation Industry Era (1931-1962).
6. The house first appears on the 1889 Sanborn Fire Insurance Map as a simple, one-story T/L Crosswing cottage style house with a single-story L-shaped front porch and bay window on the east (front) elevation.
7. The 1900 Sanborn Fire Insurance map shows that the house as a two-story wood frame structure with a one-story L-shaped porch and a large addition in the rear, which means the house was most likely lifted and a new first level was constructed beneath the original form. The L-shaped front porch was recorded as two-story in the 1907 Sanborn map. The house remained unchanged through 1929, with where the front porch used to be recorded as two-story in the 1941 Sanborn Map and a section of the back circ. 1900 L-shaped addition removed.
8. The first photograph of this house appeared as part of the circ. 1941 tax assessment. At this time of the 1949, and 1958 tax assessments it was clad in Bricktex asphalt siding and shows the second-floor porch was enclosed with a shed roof sometime after circ. 1900 and pre-circ. 1907. The original pitch of the L-shaped roof can be seen in Figure 2, and was changed before circ. 1982 when windows were added to the second-floor and enclosed the porch as livable space. The first floor porch was also opened up and wood columns were added prior to circ. 1982.
9. The owner of the property received a Historic District Grant in 1987 for \$4,850 and in 1990 for \$1,000. There are no records of any building permits documenting the work done using the Grant money.
10. The applicant is proposing the Disassembly and Reassembly of the Landmark Historic Structure.
11. The HPB has made the following findings with respect to LMC § 15-11-14 Disassembly and Reassembly of a Historic Building or Historic Structure:
 - Criteria A:
 - A. Complies. The structural engineer's report (Exhibit H) highlights the issues with the existing condition that cause the Structure to not be reasonably moved intact.
 - B. At least one of the following:

c. The Historic Preservation Board determines, with input from the Planning Director and the Chief Building Official, that unique conditions and the quality of the Historic Preservation Plan warrant the proposed disassembly and reassembly; unique conditions include but are not limited to:

1. Complies. Due to the construction history of the Historic Structure explained previously in this report, Staff has found temporarily lifting or moving the building as a single unit is problematic. The Chief Building Official determined (Exhibit L) Panelization to be the appropriate method of Rehabilitation.
2. Complies. The structural engineer's report (Exhibit G), as well as multiple site visits by the Historic Preservation Planner has determined Panelization is the best approach to preserving the Historic material.
3. Complies. Due to the unique construction of this house highlighted in the sections above, the proposed Panelization allows for the greatest amount of Historic material to be saved.

□ Criteria B:

Complies. On February 15, 2019, Planning Department received a Historic District Design Review (HDDR) application for the property at 901 Woodside Avenue. It was deemed complete on April 18, 2019 as the applicant was working with the Planning Department to update the Panelization plan. The applicant is not proposing to relocate or reorient the Historic Structure.

12. The HPB has made the following findings with respect to LMC § 15-13-4(B) Guidelines for Disassembly and Reassembly:

4. Pending. The Historic Preservation Board Review for Disassembly and Reassembly is pending approval and under review.
5. Complies as Conditioned. The applicant shall complete the Disassembly and Reassembly using recognized preservation methods.
6. Complies. The applicant has updated the plans for Panelization with the input from the Preservation Planner. The updated drawings were received July 17, 2019.
7. Complies. The applicant has documented the interior and exterior of the structure thoroughly throughout the HDDR application process. The updated Panelization plan received July 17, 2019 includes interior photographs of the structure. (Exhibit I)
8. Complies. The applicant shall submit for a building permit through the Building Permit for the disassembly and reassembly of the Structure.
9. Complies. The updated Panelization plan identifies the largest workable sections of the structure to be disassembled.
10. Complies as Conditioned. The applicant shall comply with Condition of Approval #8.
11. Complies as Conditioned. The applicant shall comply with Condition of Approval #9.
12. Complies as Conditioned. The applicant shall comply with Condition

of Approval #10.

13. Complies as Conditioned. The applicant shall comply with Condition of Approval #11.

14. Complies as Conditioned. The applicant shall comply with Condition of Approval #12.

15. Complies as Conditioned. The applicant shall comply with Condition of Approval #13.

Conclusions of Law – 901 Woodside

1. The proposal meets the criteria for Panelization pursuant to LMC § 15-11-14 Disassembly and Reassembly of a Historic Building or Historic Structure.

2. The proposal meets the criteria pursuant to LMC § 15-13-4(B) Guidelines for Disassembly and Reassembly of all or part of a Historic Structure.

Conditions of Approval – 901 Woodside

1. Final building plans and construction details shall reflect substantial compliance with the HDDR proposal submitted on April 16, 2019. Any changes, modifications, or deviations from the approved design that have not been approved by the Planning and Building Departments may result in a stop work order.

2. The applicant is responsible for notifying the Building Department if changes are made.

3. The applicant shall maintain the original T/L cottage style roof form and Historic roof form additions.

4. The reconstructed roof form shall re-use all salvageable Historic material in their original location, if possible.

5. Any changes, modifications, or deviations from the approved scope of work shall be submitted in writing for review and approval/denial in accordance with the applicable standards by the Planning Director or his/her designee prior to construction.

6. The applicant shall complete the Disassembly and Reassembly using recognized preservation methods.

7. The structure shall be disassembled in the largest workable pieces possible in order to minimize loss of Historic fabric.

8. To ensure accurate reassembly, all parts of the building, structure, or element shall be marked as they are systematically separated from the structure.

Contrasting colors of paint or carpenter wax crayons should be used to establish a marking code for each component. The markings shall be removable or shall be made on surfaces that will be hidden from view when the structure is reassembled.

9. Important architectural features of a historic building or structure shall be removed, marked, and stored before the structure or element of the structure is disassembled.

10. The process of disassembly of a historic building or structure shall be recorded through photographic, still or video, means.
11. As each component of a historic building is disassembled, the physical condition shall be noted, particularly if it differs from the condition stated in pre-disassembly documentation. When a component is too deteriorated to remove, it shall be carefully documented— with photographs and written notes on its dimensions, finish, texture, color, etc.---to facilitate accurate reproduction.
12. Wall panels and roof surfaces shall be protected with rigid materials, such as sheets of plywood, when there is risk of damage during the disassembly/storage/reassembly process.
13. Disassembled components— trim, windows, doors, wall panels, roof elements, etc.— shall be securely stored on-site in a storage trailer or off-site in a garage/warehouse/trailer until needed for reassembly.

The Meeting adjourned at 6:00 p.m.

Approved by _____
Douglas Stephens, Chair
Historic Preservation Board

Caitlyn Barhorst

From: Polly Viehman [REDACTED]
Sent: Sunday, December 15, 2019 11:31 AM
To: Caitlyn Barhorst
Subject: 9th Street easement

Not sure my original email of 12/13 made it to you.

Dear Ms. Barhorst,

We are home owners at 918 Woodside and would like to let you know of our opposition to the proposed building of a driveway on the [9th street](#) easement. We have concerns that if individuals are permitted to build on public easements a poor precedent would be set for future construction in Old Town. Preservation of the green spaces and public areas is imperative to maintain the character of the already closely built neighborhood homes. The property owners at 901 should make every effort to complete their remodeling of that lovely old home without encroaching on the easement space used by the rest of the property owners in the surrounding blocks. Please consider the interests of the neighborhood at large and help us preserve the [9th Street](#) public space.

Sincerely,

Polly and Karl Viehman

Sent from my iPhone

Caitlyn Barhorst

From: Ed [REDACTED]
Sent: Friday, December 13, 2019 4:56 PM
To: Caitlyn Barhorst
Cc: Council_Mail
Subject: 901 Woodside Road driveway

Hello Caitlyn,

I am writing to express my **concern over the proposed use of the 9th St. city-owned right of way by developers at 901 Woodside Rd.** As much as I try, I cannot think of any community benefit nor compelling reason for the city to approve this request other than to benefit a single person, the developer. It's not enough that the owner of that home gets to use the right of way as a sideyard, now he wants to pave and control that space for personal gain. Make no mistake, this developer will be re-marketing this home and not living in it when the project is completed...his history proves that. And any approval, despite claims to the contrary, is solely for his benefit. The **local residents will, once again, lose out**...more valuable greenspace in the heart of Old Town is paved over and lost forever.

Personal issues aside, I also have issues with Section II, Point #12 of your staff report dated 9/25/19, re: Noise, vibration, etc, where you found no mitigating factors. In fact, there are unmitigated factors:

- 1) the almost certainty that the garage facade/driveway will be thoroughly lit up, as most new homes/remodels tend to be, further contributing to light pollution. Yes, we have other houses with overzealous lighting, but those are not on city-owned right of ways. For the city to be complicit in this, given it's stance on pollution, of which light is one, would be incomprehensible.
- 2) the proposal calls for the driveway and walk to be heated, using valuable energy & transmitting heat to the environment. Again, as above, with the city's stance on pollution and global warming, it makes no sense, and is in fact unconscionable for the city to be complicit in this. You want to talk the talk, you have to walk the walk.

Finally, there is already a parking spot in front of that house that is similar to a lot of historic houses in Old Town. Just because the home is adjacent to a city-owned parcel doesn't mean any special accommodations need be afforded it. And, if form holds true, since 80% of Old Town is now 2nd homes, this will also become the same. So, we will have allowed the driveway and destroyed the greenspace all so some owner can come here for a couple weeks (and probably nightly rentals in between), leaving the community to deal with the light and heat pollution it causes. Aren't these the things that have contributed to the demise of Old Town as a livable part of Park City?

It's apparent this developer has no interest in Old Town, his neighbors, and by default all of the Park City community. Just look at the controversial Alice Claim project a few years ago and other large homes he's built...it's all about money. While these should not be taken into account, there is enough merit to deny this application just on the facts. If this were allowed, it would set a dangerous precedent for requests from others to do the same.

Park City needs to make a unanimous, declarative statement that we will not even consider these types of requests.

Respectfully,
Ed Parigian, Old Town resident

Caitlyn Barhorst

From: Abigail McNulty <[REDACTED]>
Sent: Thursday, December 12, 2019 7:06 PM
To: Caitlyn Barhorst
Subject: Road to 921 Norfolk Aveue

Please include these comments in your city council packet. I am not available to attend the meeting on December 19th.

Dear Caitlyn,
I am a long-time resident of Old Town. I live at 921 Norfolk Avenue.

I am 100% against the construction of a private drive-way within a platted, unbuilt city street. It is unconscionable that the city would consider giving public land for the express benefit of a private developer (public land to build a private driveway to their private garage). There is NO community benefit that comes from this proposed CUP.

The 9th street ride of way is an unbuilt city street is used by the public - bikers, walkers, hikers, and residents. Animals also use this corridor as it is the only remaining green space between the ski bridge and the library.

I am strongly opposed to a private homeowner/ developer taking over the public easement on 9th street to build themselves a garage and driveway. This is not a good trade. There is no benefit to the public. There is only a benefit to the private developer/ homeowner who can increase the value of their home with a dedicated parking area, driveway and garage. Once you give the land, the PUBLIC will never get the land back for public use.

Please vote no on this appeal.

Abby McNulty
[REDACTED]

Caitlyn Barhorst

From: George Goodman [REDACTED]
Sent: Thursday, December 12, 2019 10:43 AM
To: Caitlyn Barhorst
Subject: 901 Woodside easement

Hi Caitlyn - I live at 921 Norfolk Ave in OldTown and have lived on Norfolk since 1999.

I am strongly opposed to a private homeowner taking over the public easement on 9th street to build themselves a garage and driveway. This is our green space in old town. The little bit we have left. It's an area where many moose travel through town. A bike and hiking trail runs down it. We use it to move between street with no sidewalks where cars pass us going 20mph plus one foot from us.

This sets a dangerous precedent in Old Town. I can't see how giving land to a developer to increase only their profit and property value fulfills the "public" part of the easement. There is no reason they cannot have a driveway and garage in the front of the house like other houses in old town.

As well - the presumption that no one will park in the driveway is completely unrealistic. Anyone who buys a two plus million dollar house is gonna park in their driveway when they want. And who will enforce this? It actually will be a net loss of parking spaces on the street.

As a long time local of Norfolk Avenue I respectfully urge you to decline this "land grab". You are basically giving a private homeowner the equivalent of a lot of land in old town while at the same time depriving all the other residents of old town access to the green space. All so a private developer can make more money - while giving zero benefit to other residents of old town who use this - and what will subsequently be more applications for such use in these spaces - degrading the historic feel of old town and eliminating every single area of green space.

Thanks for your time and consideration

George Goodman, RN
Pediatric Intensive Care Unit
Primary Children's Hospital, SLC-UT

[REDACTED]

Caitlyn Barhorst

From: Barton Bodell [REDACTED]
Sent: Thursday, December 12, 2019 11:13 AM
To: Caitlyn Barhorst
Subject: 901 Woodside- please deny the 9th street appeal of public easement

Please submit for the record: Please deny the appeal of the property owner to use public land for their own personal use. This use of public land does not benefit the residents of Park City in any way. This is simply someone that wants a private driveway for their own personal use.

- The proposed driveway removes important green space and a access way between Woodside and Norfolk that is used all the time by kids, adults and animals. We sled, bike and walk between streets here. The moose and deer use the green way to move around old town.
- The creation of a drive way in the green space would create MORE off street parking rather than creating less.
- Whoever ultimately owns the house, will be protective of this drive way – despite the fact that it is technically public space - which could mean altercations if kids are crossing over the space, playing etc.
- In general, this seems like a bad use of public land, solely for the personal gain of one person. Why should Park City prioritize this person's request at the expense of our open space/access, especially when there is no public gain?

Thanks,
Barton and Stacy Bodell
1025 Norfolk Ave
Park City, UT 84060

Caitlyn Barhorst

From: Brian Van Hecke [REDACTED]
Sent: Thursday, December 12, 2019 11:14 AM
To: Caitlyn Barhorst
Subject: 901 Woodside

Hi Caitlyn,

I've been following the 901 Woodside Project and very concerned about the proposed use of right away space. Please do not let this happen. It's sets a dangerous precedent and should not be allowed. Please protect our few precious right away spaces in town from any further development.

Best,

Brian Van Hecke
1101 Empire Avenue

Caitlyn Barhorst

From: John Stafsholt [REDACTED]
Sent: Thursday, December 12, 2019 11:55 AM
To: Caitlyn Barhorst
Subject: 901 Woodside against

Caitlyn,

Just taking a minute to register my family's disapproval of giving away our city's right of way to an individual developer. This is a terrible precedent for our neighborhood.

Please stop this application,
The Stafsholt Family
633 Woodside

Sent from my iPhone

Caitlyn Barhorst

From: Maria McNulty [REDACTED]
Sent: Thursday, December 12, 2019 8:19 AM
To: Caitlyn Barhorst
Subject: FW: 901 Woodside

Hi Caitlyn-

My comments on 901 appeal.

I strongly object to the proposed use of the 9th street right of way/easement as a drive way for 901 Woodside Avenue for the following reasons:

- Use of this important green space/right of way in order to preserve the façade of the house, is an improper taking of public property and there is no rational basis for doing so. In no way is the public being served by conversion of this green space to a drive way, rather this would be an example of where a private individual is solely benefitting from what should be protected for the public. Further, the vast majority of driveways are in the front and part of the façade, which begs the question as to why this is even being considered in the first place?
- The proposed driveway removes important green space and access between Woodside and Norfolk that is used all the time by kids, adults and animals. We sled, bike and walk between streets here. The moose and deer use the green way to move around old town.
- The creation of a drive way in the green space would create MORE off street parking rather than less, which seems to defeat the intent of the proposal.
- I have serious concerns that whoever ultimately owns the house, will be protective of this drive way – despite the fact that it is technically public space - which could mean potential altercations if kids are crossing over the space, playing etc.
- In general, this seems like a bad use of public land, solely for the personal gain of one person. Why should Park City prioritize this person's request at the expense of our open space/access, especially when there is no public gain?

Kind Regards,
Maria McNulty



sia SHOWSPORS INDUSTRIES AMERICA



Caitlyn Barhorst

From: Caitlyn Barhorst
Sent: Tuesday, September 10, 2019 10:37 AM
To: Caitlyn Barhorst
Subject: FW: 901 Woodside Driveway on 9th Street

From: Linda McReynolds [REDACTED]
Sent: Tuesday, September 10, 2019 8:54 AM
To: Bruce Erickson; Hannah Tyler
Subject: 901 Woodside Driveway on 9th Street

Dear Bruce and Hannah:

I heard you on KPCW this morning and would to add my support as an Old Town historic home owner to your recommendation to allow 9th Street to be used as a driveway to access a garage behind the home at 901 Woodside.

There is certainly precedent for this. The Yellow Slicker condominiums use a 9th street driveway as access from Empire to their underground parking on Lowell. My house at 843 Norfolk also abuts 9th Street and if you look at historic plats there was once a garage behind my home too which would have been accessed by a driveway on 9th Street. And, of course, there is a driveway on Park Avenue at 3rd Street.

We historic home owners appreciate your efforts to help us have garages and off street parking. It really helps make our homes more livable.

Thank you,

Linda McReynolds
[REDACTED]

Caitlyn Barhorst

From: Maria McNulty [REDACTED]
Sent: Tuesday, September 10, 2019 10:17 AM
To: Caitlyn Barhorst
Subject: 901 Woodside

Hi Caitlyn-

I wanted to introduce myself as I was previously working with Francisco Astorga. I live just above 901 Woodside at 902 Norfolk. I had met with Francisco, John Degray and Jerry Ferrari to discuss the fact that the deck of 901 Woodside was over my property line by about 3.5 feet. The deck has been taken off as part of the construction, but I want to be sure that this issue is on your radar as I don't want any construction to impinge on my property line moving forward.

We also discussed the request to use the 9th street utility easement for a drive way. I have serious concerns about this, which I expressed, most specifically that this is used by pedestrians and animals (moose and deer) alike, and to pave it completely would be a huge mistake. What we had discussed was maintain a clear walk way for kids, pedestrians and animals so that there is access through the easement and no more importantly no confusion on how to pass through (or with the new owner thinking that they have exclusive right of way!)

Please let me know if these issues have already been brought to your attention. If not, then I would like to set a time to come in and meet with you.

Kind Regards,
Maria



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December 4, 2019

Michelle Kellogg
City Recorder
Park City Utah
445 Marsac Avenue
Park City, UT 84060

Via email to: michelle.kellogg@parkcity.org

Re: 901 Woodside Avenue, LLC - City Council Call-up Hearing

Dear Ms. Kellogg:

This law firm represents 901 Woodside Avenue, LLC ("901 Woodside") with regard to its conditional use permit application ("Application") to construct a private driveway within a platted, unbuilt city street. In accordance with the Park City Land Management Code section 15-1-18(K), the City Council has "called-up" our client's Application for consideration. In accordance with that section, please transmit this letter and associated attachments to the City Council ahead of their review on December 19, 2019.

We are grateful to the City Council for calling up this matter, and for its consideration of this Application.

Summary Background

We will forego an exhaustive review of the background of this matter, trusting that the Staff Report will provide the City Council with the needed information. To summarize, however, 901 Woodside has requested a conditional use permit to construct a driveway on unbuilt 9th Street right of way in Park City. 901 Woodside has worked with the City's Historic Preservation Board, the Development Review Committee and the Planning Commission to design a final project that conforms to Park City requirements and standards contained in the Land Management Code.

Approval of 901 Woodside's Application will allow side entry of vehicles into a garage under the historic home. As part of this project, 901 Woodside plans to construct a heated pedestrian pathway on the unbuilt street leading to a staircase, and has agreed to other

requested improvements. 901 Woodside and the City will enter into an encroachment agreement preserving public access to the entire driveway area, prohibiting all parking on the driveway area, and allowing the City to reclaim and use the right-of-way as the City needs dictate. In accordance with the many requests and conditions imposed, several other improvements have been made (or will be made) to enhance the public's access to and use of the area.

At the public meeting on November 13 ("November 13 meeting"), the Planning Commission considered the Application. After some discussion, the Planning Commission deadlocked on a 3-3 vote. This left 901 Woodside with no prospects except to languish in a deadlocked Planning Commission. 901 Woodside therefore stipulated to a denial of the Application, so that the matter could move forward to the City Council.

For the reasons stated below, 901 Woodside respectfully requests the City Council to approve the Application and issue 901 Woodside a conditional use permit.

I. Policy Considerations vs. Legal Considerations

A review of the audio recording of the November 13 meeting reveals that the Planning Commissioners' primary concerns that led to the deadlock vote were questions of policy rather than legal reasons. The Planning Commission's consideration of policy issues was inappropriate. The elected City Council is the only legislative body in Park City that is empowered to create law and consider policies that affect Park City and its citizens. By following a certain process, the City Council turns policy into law. On the other hand, the Planning Commission advises the City Council on policy matters, but they do not have authority to make conditional use permit decisions based upon policy instead of the law.

Policy considerations are a normal and appropriate part of the City Council's process. The Council often considers policy in its deliberations. Nevertheless, it is critical to note that policy considerations likewise have no part whatsoever in the City Council's review of this Application. This Application may raise policy questions; however, policy questions are reserved for making the law, not applying it. Once the City Council creates a law, all citizens and organizations in Park City, including Park City itself, must follow those laws. Any policy considerations that might arise in considering this Application, albeit questions City Councilors ask themselves frequently, are inappropriate when deciding whether to approve this Application.

The City Council today is considering a conditional use permit. This is a purely legal decision. UTAH CODE ANN. § 10-9a-507(3) ("A land use authority's decision to approve or deny conditional use is an administrative land use decision.") In other words, the City Council's question is not: "Do we want to allow this here?" That question already has been

decided and made law. The only question before the City Council is: “Does this application comply with our code?” If it complies, then the conditional use permit must be approved. UTAH CODE ANN. § 10-9a-507(2)(a)(i) (“a land use authority ***shall approve*** a conditional use if reasonable conditions are proposed, or can be imposed, to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards.” (Emphasis added)); Park City Land Management Code § 15-1-10.

II. The Application Complies with Park City Code

Park City Land Management Code § 15-3-5 specifically allows “Driveways within Platted, Unbuilt City Streets,” and categorizes them as a conditional use in the City. As a conditional use, driveways such as this are *legally allowed* in Park City. At some point in the past, the City Council considered the policy considerations for these types of driveways, and made the express decision to allow them. Moreover, the requirements for installing them were specified in the legislation, and now are the obligation of the property owner and the City to follow.

901 Woodside’s Application complies with the Park City Land Management Code, and conditions can be imposed to mitigate the detrimental effects of the proposed use. Indeed, in its Staff Report for the November 13 meeting, the City Staff found all ordinance requirements and proposed conditions were satisfied and mitigatable.

In the November 13 meeting, some Planning Commissioners expressed dislike of the very idea of any driveways in unbuilt city streets. Some concerns were expressed about losing open spaces or taking away the Park City Old Town feel. We do not doubt the earnestness of these concerns, but they are all policy, not legal, considerations. These concerns essentially ask this question: “Do we want to allow these kinds of driveways in these places?” Again, that is not the question under consideration.

Legally, these unbuilt right of ways are public corridors, not open spaces. The public, including 901 Woodside, has a right to access these corridors. Legally, by approving this Application, the City is not giving up a right-of-way but preserving the public access in a way deemed acceptable by the City Council. 901 Woodside’s Application complies in every way with Park City ordinances and should therefore be approved.

III. The Application Must be Approved

As this City Council well-knows, conditional use permits may only be denied if the detrimental effects of the use “cannot be substantially mitigated by the proposal or the imposition of reasonable conditions.” UTAH CODE ANN. § 10-9a-507 (2)(c); Park City Land Management Code § 15-1-10; *McElhaney v. City of Moab*, 2017 UT 65, ¶ 27, 423 P.3d 1284, 1290–91.

No detrimental effect has been shown on this driveway that cannot be substantially mitigated. Moreover, all of the requirements in the Park City ordinance have been met, and the requests of the various boards have been incorporated willingly. Most importantly, however, driveways in platted, unbuilt city rights of way are legal and allowed in Park City. That means that 901 Woodside has a right to approval. We ask therefore that the City Council approve this Application and issue 901 Woodside a conditional use permit.

Thanks again for taking the time to review this submission and to consider this request.



Brent N. Bateman
Durham Jones & Pinegar

cc (via email):

Mayor Andy Beerman (andy@parkcity.org)
Council member Becca Gerber (Becca.Gerber@parkcity.org)
Council member Tim Henney (tim.henney@parkcity.org)
Council member Steve Joyce (steve.joyce@parkcity.org)
Council member Lynn Ware-Peek (lynn.ware-peek@parkcity.org)
Council member Nann Worel (nann.worel@parkcity.org)
City Attorney Mark Harrington (mark@parkcity.org)
Planning Staff Caitlyn Barhorst (caitlyn.barhorst@parkcity.org)
Jerry Fiat (jfiat727@gmail.com)

Council Agenda Item Report

Meeting Date: December 19, 2019

Submitted by: Michelle Kellogg

Submitting Department: Sustainability

Item Type: Staff Report

Agenda Section:

Subject:

Consideration of the Historical Society's Request to Sublease Park City Museum during the Sundance Film Festival

(A) Public Input

Suggested Action:

Attachments:

[Museum Sublet Staff Report](#)

[Exhibit A: HS Request to Sublet](#)

[Exhibit B: HS Amended and Restated Lease Agreement](#)

City Council Staff Report

Subject: Sublease of Museum during Sundance Film Festival
Author: Jonathan Weidenhamer, Jenny Diersen
Department: Economic Development
Date: Dec 19, 2019
Type of Item: Administrative

Summary Recommendation

Provide direction to respond to the Historical Society's (HS) request to sublet the Museum during the Sundance Film Festival.

Background

The Historical Society has a 99 year lease of a City facility (museum). They submitted a request to sublet the museum to undefined "Other Parties", i.e. non-official partners/sponsors of the SFF (Exhibit A).

There is language in the Museum's 99 year lease for the City's building that states, *"Should the Master Festival Licensee not desire to rent the Property or any part thereof, or should the Master Festival Licensee fail to complete the rental negotiations as provided in this paragraph, Tenant can rent to other parties subject to Landlord approval, such approval not to be unreasonably withheld or delayed. Cause for denial shall include but not be limited to direct, ambush marketing adverse to the Master Festival..."* (Exhibit B).

Neither the Sundance Institute nor their official sponsors consummated an agreement to sublease the Museum during the Festival.

On 12/2/19, the Museum contacted the City seeking permission to sublet to an organization unaffiliated with the Sundance Institute. Staff outlined the following steps for Council consideration:

1. Museum documents offer to Sundance/sponsors 120 days before festival;
2. Museum documents negative response/no deals;
3. Museum sends specific rental proposal to Council;
 - a. If possible, work with Sundance to gain consent regarding adverse ambush impact/or concerns
4. City staff makes recommendation per criteria in the Lease, and any suggested fees; and
5. Council decision.

Analysis

At the time of publishing this report, staff was unable to confirm that HS had completed step 3a, affirming SFF evaluation of any specific sublet. Instead, the

HS appears to be seeking an overall release from the sublease restrictions in their contract. Such a release would not allow the City, nor Sundance, to evaluate potential sub-tenants for adverse impacts, as intentionally contemplated by the original lease.

Accordingly, staff is concerned with granting a blanket request, as proposed, and respectfully requests that Council confirm the process above, which was agreed to by the HS in order to balance the interests of all parties when the lease was originally negotiated and signed.

Department Review

Legal, Budget, Executive

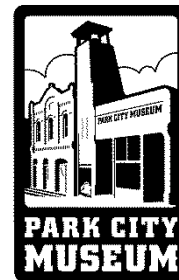
Exhibits

Exhibit A HS Request

Exhibit B Amended and Restated Lease Agreement

MEMO

To: Park City Council
From: Park City Museum
Date: December 9, 2019



RE: Permission from Landlord to rent the Park City Museum during 2020 Sundance Film Festival to "Other Parties"

As you know, the Park City Museum is a non-profit whose annual budget relies greatly on our annual Sundance rental income. It's been a top priority for us for the past four months to successfully negotiate with Sundance and their sponsors to rent the facility during the 2020 Film Festival. The Park City Museum has spent the past four months negotiating with Sundance and their Sponsors to rent the facility during the 2020 Film Festival.

Timeline (see attached emails):

August 15 – began negotiations with Dell Computers with their production company Lacy Maxwell

September 27 – Lacy Maxwell informs us that Dell would not be signing the negotiated contract

September 26 – began negotiations with Audible with their production company Civic Entertainment

December 2 – Civic Entertainment informs us that Audible is not signing the contract.

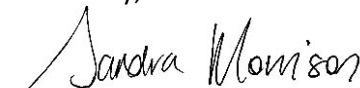
Each of these negotiations took many conference calls, emails, discussions of details, and negotiations of contracts with attorneys from each Sponsor organization.

Starting in September the Museum also contacted Sundance Institute regarding their assistance in moving the negotiations and contracts along with both Dell and Audible as well as helping us explore other opportunities in case these didn't pan out. At the end of September we were informed Dell would not be signing a contract. Just a few days ago Audible informed us they were leasing Ken Abdula's space at 629 Main Street.

We currently have no potential "other Parties". Although we are open to other rental timeframes, at this late stage we assume any proposal to partner with the Museum would be for a four day occupancy, Thursday through Sunday and use our changing exhibition gallery, while we keep the Museum open to the public. Day time programs would probably include a lounge open to the public the same hours as the Museum – 11am to 5pm. Evening events from 5pm to 10pm would include hosting receptions for Sundance film premieres or other support for the Film Festival films and film makers. These programs will not require after-hours use of the public restrooms.

We ask City Council for permission to rent to "Other Parties" so we can move forward quickly and efficiently as we actively seek proposals during the few remaining weeks. The last email attached is from Robert Dick, Sundance Film Festival staff, expressing support for us to rent the Museum.

Sincerely,


Sandra Morrison
Executive Director

From: Lacy Maxwell [<mailto:Lacy@lacymaxwell.com>]
Sent: Thursday, August 15, 2019 4:11 PM
To: Sandra Morrison; Erin Duggan; Tamara Visser
Cc: Graham Day
Subject: Re: Sundance 2020

Hi Sandra,

Yes! Yes. Sorry for the slow response. I'm out of the country returning on this Sunday evening. We are excited to work with you again in 2020. I have a client meeting Monday to get a few final details sorted with Dell. Any chance we can set up a call with you on Tuesday so we can get everything to you quickly and get our contracts in order?

Thank you Sandra.

I have looped in Tamara on our team who will be helping managing the contract this year and will arrange a call time that works for you.

Look forward.
Lacy



LACY MAXWELL lacy@lacymaxwell.com
PH. 415.710.5229 4104 24th Street Suite 506
FX. 415.276.9886 San Francisco, CA 94114

From: Tamara Visser [<mailto:tamara@lacymaxwell.com>]
Sent: Friday, September 27, 2019 2:41 PM
To: Sandra Morrison
Cc: Lacy Maxwell
Subject: Re: Check in

Hi Sandra,

Thanks so much for letting us know and your flexibility in this whole process. We really appreciate everything you do! We reached out to Dell and at this moment they are NOT ready to sign contract and pay deposit, so we totally understand you are talking to the other interested party..

Thanks Sandra and have a great weekend!
Tamara



TAMARA VISSER tamara@lacymaxwell.com
PH. 707.400.4421 4104 24th Street Suite 506
FX. 415.276.9886 San Francisco, CA 94114

From: Jamie Green [<mailto:jamie.green@civic-us.com>]
Sent: Thursday, September 26, 2019 1:17 PM
To: Sandra Morrison
Cc: Sarah Emery
Subject: Sundance Rental // Audible

Hi Sandra,

Thank you again for showing us around the Park City Museum - it was very helpful!
As you know we are very interested in renting out both the gift shop and traveling museum area from Tuesday, January 21st to Tuesday, January 28th, 2020.

Can you please send us any photos of the space empty, layouts of both areas and pricing? It would be great if you could also send us a venue rental contract for the requested dates.
You can make the contract to the following:

Civic Entertainment Group
Attn: Jamie Green
436 Lafayette Street, 5th FLR
New York, NY 10003

From: Jamie Green [<mailto:jamie.green@civic-us.com>]
Sent: Monday, December 02, 2019 6:56 AM
To: Sandra Morrison
Subject: Re: Sundance Rental // Audible

Hi Sandra,

Hope you had a great Thanksgiving weekend!

My apologies for the delay, there has been a lot of back and forth with the client regarding the venue and unfortunately they have decided to move forward with a different venue in Park City.

Thanks again for all your help and sorry for dragging this out for so long. We love the museum and was really pushing for it as our official venue.

Good luck and I hope you have a successful Sundance!

Best,
Jamie

Jamie Green
CIVIC
436 Lafayette St., 5th Floor
New York, NY 10003

From: Robert Dick [mailto:robert_dick@sundance.org]

Sent: Tuesday, December 03, 2019 11:46 PM

To: Sandra Morrison

Subject: Re: Film Festival 2020

Hi. Was disappointed to hear that Dell had to decline. We continue to pitch the Museum and will keep you posted. Are you interested t

Will always do what we can to help. R

Sent from my iPhone

**AMENDED AND RESTATED PARK CITY MUNICIPAL CORPORATION AND
PARK CITY HISTORICAL SOCIETY LEASE AGREEMENT**

PURSUANT to that Master Lease Agreement dated November 26th, 2007, by and between the MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH, and PARK CITY MUNICIPAL CORPORATION (the "MBA Master Lease") which authorizes the sublease of the premises described below, this Sub-Lease Agreement is made and entered into in duplicate this 26th day of November, 2007, by and between PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah (referred to below as "Landlord" or "City"), and PARK CITY HISTORICAL SOCIETY, a Utah non-profit corporation (referred to below as "Tenant") and hereby amends and supersedes the various agreements originally executed by both parties on September 11, 2003, and all subsequent Addenda 1, 2 and 3.

WITNESSETH:

WHEREAS, the Historical Society benefits the residents and guests of Park City by providing information on Park City's history; Exhibitions of Park City history; Preservation of Park City historic artifacts; and Educational programs; and

WHEREAS, the Historical Society requires a long term lease to assist with fundraising to expand their services; and

WHEREAS, the City Council has identified Cultural Tourism as an important economic development goal, which the Historical Society meets; and

WHEREAS, the City desires to allow the Historical Society to continue their operations at 528 Main Street; and

WHEREAS, the old City Hall and Library Buildings are historic buildings within the Historic District, and the City Council hereby finds that this agreement is critical to the successful utilization and preservation of these buildings as well as all historic areas and sites within Park City, by generally facilitating and supporting historic preservation and collections relating to these areas and sites; and

WHEREAS, the parties entered into a long term Lease Agreement on September 11, 2003 (hereinafter "Original Agreement") for certain property located within the Old City Hall Building, 528 Main Street, Park City, Utah; and

WHEREAS, the parties amended the Original Agreement through Lease Addendum #1 and #2 to include additional leased space within the building and the adjacent building at 518 Main Street; and

WHEREAS, the Historic District Act, U.C.A. Section 17A-3-1301 et seq., authorizes the City to expend public funds and resources for the purpose of preserving,

protecting or enhancing historic areas and sites, and insuring proper development and utilization of such areas and sites; and

WHEREAS, the parties amended the Original Agreement through Lease Addendum #3 to clarify requirements related to Tenant Improvements including Temporary Displays, and Permanent Improvements to leased property; and

WHEREAS, the parties desire to amend the Original Agreement to include the entire existing space from 514-528 Main Street, including vacant land to the rear for a planned addition, and to address associated maintenance, operation, rent and insurance costs of the proposed addition to the buildings; and

WHEREAS, the parties agree that all such addition(s) shall not adversely affect the building's listing on the National Register of Historic Sites; and

WHEREAS, the parties further agree that the City, through use of the Municipal Building Authority, will facilitate the planned addition by financing the improvements (the "Improvements") by a tax-exempt Finance Bond (the "Financing Bond") and the parties acknowledge that this Lease shall constitute a sublease until such time as the Financing Bond shall be paid off, and at such time this Lease shall automatically continue in full force and effect as a primary lease between the Landlord and Tenant.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the sufficiency of which is hereby acknowledged, the parties hereto now amend and restate the Original Agreement as follows:

1. Property. The Property leased is located at 514-528 Main Street, Park City, Utah, and more particularly described as Lot 1 of the Museum Subdivision (hereinafter the "Property") together with all improvements located thereon, and all improvements to be constructed thereon
2. Term. The Lease Agreement Term for the Property shall be for 99 years beginning September 1, 2003 and continuing until August 31, 2102, unless sooner terminated by: a) default or mutual agreement under the provisions of this Lease Agreement; b) default of the Special Service Contract attached hereto as "Exhibit A" and incorporated herein by reference; or c) by default of the Financing and Construction Memorandum of Understanding ("Financing MOU") attached hereto as "Exhibit B" and incorporated herein by reference.
3. Default. If the Tenant materially defaults under the Financing MOU, Landlord may terminate this Lease immediately in addition to all other remedies under the law. If the Special Service Contract, which outlines on-going operations, programs and exhibit services to be provided annually by Tenant, is terminated for cause pursuant to the terms of the Special Service Contract and governing Park City Municipal Corporation Annual Budget, Policies and Objectives- General Budget Policies, this Lease Agreement shall be terminated ten (10) years from the date the Special

Service Contract is terminated. Prior to either foregoing default and termination, Tenant shall be provided notice of default and an opportunity to cure consistent with terms of the Financing MOU or Special Service Contract as applicable, but in any event, not less than thirty days.

4. Rent. The consideration for Lease of the Property shall be one dollar (\$1.00) per year, paid in full in advance upon execution of this Lease Agreement, together with other consideration which specifically includes but is not limited to the Financing MOU, and the Special Service Contract, as may be amended.
5. Public restrooms. Public restrooms are currently located behind 528 Main Street. They will be demolished with the proposed addition. Tenant agrees to construct replacement public restrooms during construction of the addition in the basement of 524 Main Street (substantially as shown on the building plans approved by Landlord) in exchange for Tenant's right to use those restrooms during Tenant's business hours. Tenant will also provide ADA access through the Property during business hours and will provide after-hours access during special events/subleases hosted by Tenant when required by the Park City Chief Building Official. Public restrooms are excluded from this Lease Agreement, and are the sole property of Landlord, except for this right of use. During public Master Festivals, the restrooms may be augmented on the Property by ADA temporary, portable facilities by the Landlord. Landlord shall consult with Tenant on the location of such portable restrooms and use reasonable efforts to place them in a mutually agreed upon location.
6. Tenant Improvements.
 - A. Temporary Displays. The Tenant agrees to install, at its own expense, all specialized equipment and displays needed for typical museum operations and future exhibitions, offices and other facilities it may require. This includes any additional partitioning, specialized or additional electrical and mechanical equipment, air conditioning, internal heating, and any other tenant improvements that are necessary for the Tenant's intended use of the space. Any tenant improvement items that can be removed at the end of the Lease Agreement without causing substantial damage to the remaining walls, ceilings, or other finishes may be removed by the Tenant at the termination or expiration of the Lease Agreement.
 - B. Permanent Improvements. All permanent improvements, structural modifications, or substantial mechanical alterations require the advance written consent of Landlord prior to Building Permit issuance. Such consent is solely at the discretion of Landlord and is not limited to code compliance issues. All work done by the Tenant must comply with the applicable building codes including but not limited to the Park City Land Management Code, International Building Code, applicable ADA requirements, and Historic District Guidelines. Landlord shall not approve improvements that jeopardize the Property listing on the National Register of Historic Sites. Tenant shall use a competitive and open selection

process, although price need not be the sole determining factor, and Tenant is not bound by government procurement regulations. Tenant's contract shall include standard public contract protections including: payment and performance bonds, insurance, payment retention, liquidated damage and construction mitigation plans. Tenant shall grant Landlord participation on design/selection and construction committees and use best efforts to coordinate construction with any pending adjacent city project. Any permanent alterations or improvements to the Property shall become the property of the Landlord upon expiration or termination of this Lease Agreement unless specifically exempted in writing prior to commencing work.

7. Utility Service. Landlord shall be responsible for electric and gas utility service to the Property. Landlord will also provide water and sewer for the Property. Tenant shall be responsible for any other utilities such as telephone and cable television and shall establish an account with each of these utilities in its own name. On January 1, 2008 or at issuance of Certificate of Occupancy for the Addition, which ever occurs later, the Tenant shall be responsible for all utilities including electric and gas service for the Property, except to the restrooms which shall be paid by Landlord.
8. Insurance. Tenant will carry a primary and non-contributory policy of general liability insurance, in an amount of at least One Million Dollars (\$1,000,000) combined single limit per incident or occurrence and Three Million Dollars (\$3,000,000) Aggregate. Tenant's policy shall include an endorsement naming Landlord an additional insured on the policy, and an endorsement Waiver of Transfer of Rights of Recovery Against Others To Us (form CG 24 04 10 93) or a form as otherwise approved by the City Attorney's Office, as part of the policy. A certificate of insurance with a thirty (30) day cancellation notice provision shall be provided to Landlord prior to executing this Lease Agreement, and shall be maintained continuously during the term of the Lease. Landlord will carry public liability insurance which shall be the exclusive insurance coverage of the restrooms and which, when applicable, act as secondary insurance to Tenant's primary policy for the Property, and Tenant shall be an additional named insured under Landlord's Policy. Landlord will carry property insurance covering the structure for casualty loss, and boiler and machinery insurance for boiler and mechanical systems loss. Landlord's property insurance will also serve as primary coverage for contents up to \$285,675 of Museum personal property/inventory.

Tenant shall carry additional property insurance as it deems appropriate covering museum and loaned contents and exhibits located in Tenant's space, which are owned or leased by the Tenant. Tenant's policy shall include an endorsement naming Landlord an additional insured on the policy, and endorsement Waiver of Transfer of Rights of Recovery Against Others To Us (form CG 24 04 10 93) or a form as otherwise approved by the City Attorney's Office, as part of the policy. Tenant shall require fully executed Release of Liability and Waivers or written acknowledgments by the owners prior to including any borrowed or loaned property in the museum displays, and written notice to the owners that the Landlord, and if

applicable, the Tenant does not insure the loaned property. Tenant may at its discretion include loaned property in Tenant's content policy, but in no event shall Landlord's insurance cover third party contents/property. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from acts of god or hazard shall be its own insurance and Tenant will have no action against Landlord unless covered by Landlord's primary property insurance.

Insurance coverage and amounts shall be reviewed by Tenant and the City Attorney's Office a minimum of every five years. Limits shall be raised in accordance with reasonable, prevailing business practices and in a manner consistent with the Utah Government Immunity Act. Nothing herein shall waive any defense or limitation applicable to Landlord under the Utah Government Immunity Act or common law.

9. Covenant of Quiet Possession. Landlord covenants with Tenant that Landlord owns the Property and that Tenant's possession will not be disturbed by acts or omissions of the Landlord, or anyone claiming by, through or under Landlord, so long as Tenant faithfully performs the obligations of the Lease Agreement.
10. Covenant of Restricted Use. Tenant and Tenant's successors in interest agree that the property shall be used as a museum and typical museum support services, which may include such things as a retail shop, food service, and other retail activities designed to generate operating revenue to the Tenant and support the public services required in the Special Service Contract. If the Tenant fails to apply for a Special Service Contract or such contracts are discontinued, Tenant shall at a minimum provide operation of the Museum, preservation and management of historical artifacts, and public educational outreach programs regarding the history of Park City.
11. Maintenance. Landlord shall be responsible for all structural maintenance of the Property, including the roof, foundation, structural members, exterior wall surfaces, security, elevator and mechanical systems. Routine maintenance and exterior maintenance of the Property including snow removal shall be Landlord's responsibility. Landlord shall also be responsible for all maintenance of the public restrooms referred to in Article 4 above. However, Tenant shall contribute \$9,250 annually towards the maintenance of the mechanical, security and elevator systems. Notwithstanding the actual cost of foregoing, damage which occurs as a result of Tenant's misuse of any equipment or mechanical systems, or its negligence or intentional torts, will be the responsibility of Tenant. Tenant, as operator of the building, has the duty of keeping the interior of the Property as identified under this Lease Agreement, in reasonably safe condition. Tenant has a duty to warn visitors and employees of any dangerous condition(s) that the Tenant knew about or should have known about in or about the Property. If Tenant finds maintenance to be required pursuant to above, Tenant has the duty to notify Landlord promptly of the condition. Landlord shall use reasonable efforts to undertake repairs within 5 days or within 24 hours in an emergency or unsafe condition. If Landlord fails to act,

Tenant can take action independently to secure the Property or correct the condition at Landlord's expense. Nothing in this article shall be construed to diminish Landlord's maintenance and repair obligations under this Lease Agreement.

12. Assignment/Sublease. Unless approved in the sole discretion of Landlord, Tenant has no right to sublet or assign all or any portion of the Property for any purpose whatsoever, including subleases or assignments to other non-profit organizations, or assignments for the benefit of creditors. Any attempt to sublet or assign without Landlord's consent shall cause this Lease Agreement to immediately terminate. Tenant shall provide space, rent free, for the Park City Chamber of Commerce/Visitor Bureau (Chamber) conditional upon a mutual agreement between Tenant and Chamber remaining in place or as may be required in the Special Service Contract. Tenant has no obligation to staff this or meet requirement of the Special Service Contract if the Chamber elects to discontinue its staffing.

Tenant may hold private parties or otherwise charge for exclusive use of the Property without Landlord approval for such activities such as filming, educational, fundraising and revenue generation so long as such rentals do not exceed twenty-four (24) hours per rental. Provided, however, that such use shall be subject to the covenants of Tenant in Section 12 hereof. If such rental occurs during a Master Festival, Tenant must first offer to rent to Master Festival License holder or its sponsors. Master Festival Licensee shall complete such negotiations to rent the Property with Tenant not less than 120 days in advance of event in the case of the Sundance Film Festival and the Arts Festival, and not less than 30 days in advance of any other event. Should the Master Festival Licensee not desire to rent the Property or any part thereof or should the Master Festival Licensee fail to complete the rental negotiations as provided in this paragraph, Tenant can rent to other parties subject to Landlord approval, such approval not to be unreasonably withheld or delayed. Cause for denial shall include but not be limited to direct, ambush marketing adverse to the Master Festival, incompatible activity with Master Festival tenant in the case of a partial rental, or marketing or branding of the user which is inconsistent with the resort town goals as articulated in the City's general plan. Landlord's approval may include a fee requirement for after-hours and increased use of the restrooms.

13. Tax Exempt Status/Tenant Covenants.

(a) Tenant will not take any action that would cause the interest on the Financing Bond to become includable in gross income of the recipient for federal income tax purposes under the Code (including, without limitation, intentional acts under Treas. Reg. § 1.148-2(c) or deliberate action within the meaning of Treas. Reg. § 1.141-2(d)), and Tenant will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the interest does not become includable in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code") (including, without

limitation, the calculation and payment of any rebate required to preserve such exclusion).

(b) Tenant will aid and assist the Municipal Building Authority of Park City, Utah (the "Authority") in connection with preparing and submitting to the Internal Revenue Service a Form 8038 (or other applicable information reporting statement) at the time and in the form required by the Code.

(c) Tenant will comply fully at all times with the Tax Matters Certificate to be executed by the parties with respect to the Financing Bond, and Tenant will not take any action, or omit to take any action, which, if taken or omitted, respectively, would violate the Tax Matters Certificate, and the representations and warranties in the Tax Matters Certificate are true and correct.

(d) Expenses for work done by officers or employees of Tenant in connection with the Improvements will be included, if at all, only to the extent (i) such persons were specifically employed for such particular purpose, (ii) the expenses do not exceed the actual cost thereof and (iii) such expenses are treated or capable of being treated (whether or not so treated) on the books of Tenant as a capital expenditure in conformity with generally accepted accounting principles applied on a consistent basis.

(e) No part of the Financing Bond Proceeds will be used to finance inventory or rolling stock or will be used for working capital.

(f) No person other than Tenant is in occupancy or possession of any portion of the real property where any portion of the Improvements financed by the Financing Bond is located.

(g) The Project (as defined in the MBA Lease) is property of the character subject to the allowance for depreciation under Section 167 of the Code.

(h) The information furnished by Tenant and used by the Authority in preparing the arbitrage certificate pursuant to Section 148 of the Code and information statement pursuant to Section 149(e) of the Code is accurate and complete as of the delivery date of the Financing Bond.

(i) The proceeds of the Financing Bond actually drawn by Tenant will not exceed the costs of the Improvements.

(j) The costs of issuance financed with proceeds of the Financing Bond, including any bond discount on the sale of the Financing Bond, will not exceed 2% of the proceeds of the Financing Bond. The Tenant will pay any remaining costs of issuance exceeding 2% of the proceeds of the Financing Bond on the closing date of the Financing Bond.

(k) No costs of the Improvements to be financed with the proceeds of the Financing Bond have been paid by or on behalf of Tenant or any related person *more*

than 60 days prior to the date hereof, except as otherwise allowed under applicable law and identified in the Tax Matters Certificate.

(l) If any arbitrage rebate becomes payable in connection with the Financing Bond, Tenant agrees to (i) engage an independent certified public accounting firm or firm of attorneys of nationally recognized standing in order to calculate and make such payments to the Internal Revenue Service of any arbitrage rebate that may be owing with respect to the Financing Bond under Section 148 of the Code and to pay the costs and expenses of said independent certified public accounting firm or firm of attorneys so engaged and (ii) to simultaneously with any such payments send a report of the same to the Authority. The obligation of Tenant to make such payments shall remain in effect and be binding upon Tenant notwithstanding the release and discharge of this Lease.

(m) Tenant covenants and represents that it will at all times do and perform all acts and things necessary or desirable and within its reasonable control in order to assure that interest paid on the Financing Bond shall not be includable in the gross income of Trustee for federal income tax purposes. Tenant also covenants and represents that it shall not take or omit to take, or permit to be taken on its behalf, any actions which, if taken or omitted, would adversely affect the excludability from the gross income of Trustee of interest paid on the Financing Bond for federal income tax purposes. Tenant covenants for the benefit of the Trustee that it will not use the proceeds of the Financing Bond, any moneys derived, directly or indirectly, from the use or investment thereof or any other moneys on deposit in any fund or account maintained in respect of the Financing Bond (whether such moneys were derived from the proceeds of the sale of the Financing Bond or from other sources) in a manner which would cause the Financing Bond to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code.

(n) Tenant will take such actions as shall be necessary or desirable, from time to time and within its reasonable control, to cause all of the representations and warranties in this Paragraph 12 to remain true and correct during such periods as shall be necessary to maintain the exclusion of interest paid on the Financing Bond from the gross income of Trustee for federal income tax purposes, pursuant to the requirements of the Code.

(o) In connection with any lease or grant by Tenant of the use of the portion of the Project financed with Financing Bond proceeds, Tenant will require that the lessee or user of any portion of the Project and all related persons with respect to such lessee or user will not violate the covenants set forth herein.

(p) The Tenant has no intention of offering any portion of the Project for sale during the term of the Financing Bond.

(q) The Improvements have been designed and shall be constructed and completed, and thereafter maintained, in strict accordance and full compliance with all of the requirements of the Americans with Disabilities Act ("ADA"), of July 26, 1990,

Pub. L. No. 101-336, 104 Stat. 327, 42 U.S.C. Section 12101, et seq., as amended from time to time. The Tenant shall be responsible for all ADA compliance costs.

(r) The Tenant shall ensure that not less than 95% of the proceeds of the Financing Bond plus earnings thereon for capital costs of the facilities being financed and all of such facilities will be used by the Tenant for its exempt purposes under Section 501(c)(3) of the Code. Capital costs are defined as costs of land or property of a character subject to allowance for depreciation under Section 167 of the Code and do not include inventory or working capital, costs of issuance or interest following completion of construction

(s) The Tenant will ensure that no proceeds of the Financing Bond will be used to provide any airplane, any skybox or other private luxury box, any health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises. Section 147(e) does not apply to qualified 501(c)(3) bonds that finance a health club facility.

(t) The average reasonably expected economic life of the property financed with the proceeds of the Financing Bond, disregarding land, will be at least 120% of the average maturity of the Financing Bond, as determined pursuant to Section 147(b) of the Code.

(u) The Tenant has not entered into, and has no present intent to enter into, any contract, agreement, letter of intent or other document, whether binding or non-binding, concerning the sale, assignment, lease, transfer or other disposition of all or any part of the Project. Neither title nor beneficial ownership of the Project will be transferred to any person other than an organization described in Section 501(c)(3) of the Code or a state or local government entity, unless the Tenant shall have previously received an opinion of bond counsel that such transfer will not affect the tax exemption of interest on the Financing Bonds.

(v) The Tenant is, and has received a Determination Letter classifying the Tenant as, an organization (a) described in Section 501(c)(3) of the Code which is exempt from federal income taxation under Section 501(a) of the Code (except with respect to "unrelated business taxable income" within the meaning of Section 512(a) of the Code) and (b) which is not a "private foundation" as defined in Section 509(a) of the Code. Such Determination Letter has not been modified, limited, revoked or superseded. The Tenant has not received any indication or notice, written or verbal, from representatives of the Internal Revenue Service to the effect that its exemption under Section 501(c)(3) of the Code has been modified, limited, revoked, or superseded, or that the Internal Revenue Service is considering modifying, limiting, revoking or superseding such exemption. The Tenant is in compliance with all of the terms, conditions and limitations, if any, contained in the Determination Letter. There has been no change in the facts and circumstances represented to the Internal Revenue Service as a basis for receiving, and which formed the basis on which the Internal Revenue Service issued, the Determination Letter relating to the Tenant's status as an organization described in Section 501(c)(3) of the Code and as an

organization which is not a "private foundation" as defined in Section 509 of the Code of a nature or to a degree as would warrant any action by the Internal Revenue Service to modify, limit, revoke or supersede such Determination Letter as it applies to the Tenant. No administrative or judicial proceedings are pending or threatened which may, in any way, adversely affect the classification of the Tenant as an organization (a) described in Section 501(c)(3) of the Code which is exempt from federal income taxation under Section 501(a) of the Code and (b) which is not a "private foundation" as defined in Section 509 of the Code.

14. Increase Insurance Risk. Tenant will not permit said Property to be used for any purpose which would render any insurance on the building or the Property void or cause cancellation thereof or increase the insurance risk or increase the insurance premium in effect at the time of terms of this Lease Agreement. Tenant will not keep, use, sell or allow to be kept, used or sold in or about the Property any article or materials which are prohibited by law or by standard fire insurance policies of the kind customarily in force with respect to the Property of the same general type as those covered by this Agreement.
15. Care and Repair of Property by Tenant. Tenant inspected and accepts the Property for the purposes of this agreement. Tenant will not commit any waste on Property nor shall it use or permit the use of the Property in violation of any state law or county or municipal ordinance or regulation applicable thereto.
16. Damage or Destruction. If the Property or any part thereof shall be damaged or destroyed by fire or other casualty, and such damage renders the Property uninhabitable in whole or in part, the Rent shall be abated wholly or proportionately until Landlord can repair the damage and restore the Property. If the damage or destruction is of a nature or extent that requires the removal of the Tenant's operations from the Property for a period in excess of 6 months, either Landlord or Tenant may elect to terminate this Sublease Agreement by written notice to the other within thirty (30) days after the occurrence of such damage or such removal. Any insurance proceeds to either party must first pay down the Financing Bond as necessary.
17. Surrender of Property. Tenant agrees to surrender the building, all permanent improvements including the mechanical systems at the expiration or earlier termination of this Agreement or any extension thereof in the same condition as received, or as altered pursuant to the provisions of this Agreement, ordinary wear, tear and damage by the elements or other acts of God excepted. Tenant has no obligation to repair or restore if this Lease Agreement is terminated as a result of destruction of the buildings as provided in paragraph 15. Tenant shall have the right to remove all personal property, trade fixtures and equipment, including, without limitations, all artifacts, collections and exhibits.
18. Indemnity. Except as provided in Paragraph 7, Tenant covenants and agrees to indemnify and hold Landlord harmless from all claims, loss damage, injury or liability

(hereafter "liability") resulting from Tenant's use and occupancy of the Property, including reasonable attorney's fees, but excluding any liability resulting from acts or omissions of Landlord, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights, limitations or defenses under the Utah Governmental Immunity Act (Utah Code Ann. ' 63-30-1, et seq.).

Landlord will indemnify and hold Tenant and its employees harmless to the full extent provided in the Utah Governmental Immunity Act, from claims, loss, damage, injury, or liability resulting from Landlord's use and occupancy of the restrooms or from the conduct or failure to conduct City's operations and maintenance; including, but not limited to, Landlord's negligence or intentional acts. Nothing herein shall be construed as a waiver of any of the rights, limitations, or defenses under the Utah Governmental Immunity Act (Utah Code Ann. ' 63-30-1, et seq.)

19. Default/Termination. If the Landlord determines that Tenant is in default of the observance of any of the covenants of this Agreement, it shall give Tenant notice of the alleged default, and a mutually agreed upon period of time, not less than thirty (30) days, in which Tenant will diligently pursue corrective action including use of Arbitration. If Tenant fails to cure the default, Landlord shall have the right to terminate this Lease Agreement. Tenant will immediately become a Tenant at will of the Landlord, and Landlord may demand possession of the Property upon ten (10) days written notice, or, at Landlord's option, the Landlord may increase the Rent to the fair market value of the Property until Tenant has vacated it, and state a date certain by which the Property must be vacated.
20. Landlord Liable only for Negligence. Except where caused by Landlord's negligence, non-payment, or failure to perform its obligations under this Lease Agreement or as provided in Paragraph 7, Landlord shall not be liable for any failure of natural gas supply or electrical supply; or for any injury or damage to persons or property caused by gasoline, oil, steam, gas or electricity; or hurricane, tornado, flood, wind or similar storms or disturbances; or water, rain or snow which may leak or flow from the street, sewer, gas mains or any subsurface area or from any part of the building or buildings or for an interference with light.
21. Nondiscrimination. Tenant agrees not to discriminate against anyone on the basis of race, color, national origin, age, religion, sex or handicap in its hiring practices, services or operation of its business hereunder.
22. Waiver of Covenants. It is agreed that the waiver of any of the covenants of this Lease Agreement by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenant or any provisions herein.
23. Notice of Provision. In recognition of the time it takes to move the museum and exhibits, the Landlord will give the Tenant six (6) months notice of its intention to renew or not renew the Lease Agreement at the expiration of its term. There is no

option for renewal created by this Lease Agreement, but as soon as the Landlord is reasonably able to determine that the Property is no longer surplus to Landlord needs, it will give notice to Tenant that no future extension will be granted or offered, or that the terms of any future agreement will be substantially changed.

24. Good Faith. The Landlord and Tenant agree to mutually deal with each other in good faith and future issues that may arise to facilitate the mutual goal to maintain and operate a high quality museum at the Property.

25. Entire Agreement. The Agreement constitutes the entire agreement between the parties concerning the use and occupancy of the Property. It is the intention of the parties that all terms and conditions from the prior agreements and the various addendums to those agreements are incorporated in this document, and that this document fully supersedes all prior written or oral agreements concerning the Lease Agreement of the Property.

26. Jurisdiction. Any disputes between the parties that cannot be resolved between them will be litigated in the District Court in Summit County, Utah.

26. MBA Master Lease. Upon the expiration or termination of the MBA Master Lease, this Sublease shall automatically become a primary lease between Landlord and Tenant, and shall continue in full force and effect unaffected by such expiration or termination.

IN WITNESS WHEREOF the parties hereto have caused this Lease Agreement to be executed the day and year first herein above written.

TENANT
PARK CITY HISTORICAL SOCIETY

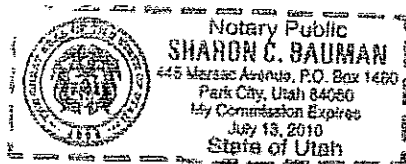
Richard D. Pick
BY: Richard D. Pick
President, Board of Trustees
The Park City Historical Society

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this 26 day of November, 2007, before me, the undersigned notary, personally appeared Richard D. Pick, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as President, Board of Trustees for The Park City Historical Society, a corporation.

Sharon C. Bauman
Notary Public



LANDLORD
PARK CITY MUNICIPAL CORPORATION

Dana Williams
Dana Williams, Mayor

Corporate Acknowledgment

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

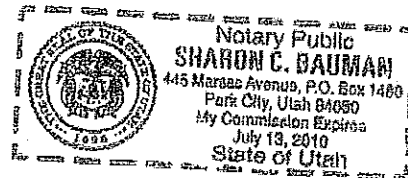
On this 26 day of November, 2007, before me, the undersigned notary, personally appeared Dana Williams, personally known to me/proved to me through identification document allowed by law, to be the person whose name is signed on the

preceding or attached document, and acknowledged that he/she signed it voluntarily for its stated purpose as Mayor of Park City, a Utah political subdivision.

Sharon C. Bauman
Notary Public

Approved as to form:

Mark Harrington
Mark Harrington, City Attorney







Memorandum

To: Historical Society
From: Jonathan Weidenhamer, Special Projects Coordinator
Re: City Council Action – Expanded Construction Staging Area
Date: January 11, 2008

At their regularly scheduled meeting on January 10, 2008 the City Council agreed to allow the Historical Society to use the Historic Wall Lot (approximately 21 parking spaces south of the transit center, at the north end of the surface parking in Swede Alley) for additional construction staging and storage. The Council agreed to this use from March 24, 2008 – October 31, 2008. The additionally agreed not to charge a fee for the use of this area.