PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 5, 2012

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, April 5, 2012.

Closed Session
3:00 p.m. Property and litigation

Field Trip
3:45 p.m. Quinns Water Treatment Plant ribbon cutting

Work Session
4:40 p.m. Council questions/comments
4:50 p.m. Downtown improvements P. 6 - 24
5:50 p.m. Break

Regular Meeting
6:00 p.m.

I ROLL CALL

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

IV WORK SESSION AND REGULAR MEETING MINUTES OF MEETING OF MARCH 22, 2012 P. 25 - 31

V CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items")*

1. Consideration to authorize staff to execute a professional services agreement for auditing services with Piercy Bowler Taylor & Kern, in a form approved by the City Attorney's office, in an annual contract amount of $33,575 for FY2012 and $34,500 for FY 2013
P. 32 - 40
2. Consideration of a Resolution supporting the Statement of Principles of the Coalition of Mayors Against Illegal Guns, Park City, Utah P. 41 - 43

VI NEW BUSINESS

1. Consideration of an Ordinance annexing a 29.55 acre parcel located in the southwest quadrant of the Quinn's Junction Planning Area, at the intersection of US40 and SR248 and amending the Official Zoning Map of Park City Utah - Quinn's Junction Partnership
   (a) Public hearing
   (b) **Motion to continue to May 17, 2012**

2. Consideration of a Resolution adopting a Joint Use of Facilities Recreation Interlocal Agreement between the Park City School District, Snyderville Basin Special Recreation District and Park City Municipal Corporation P. 44 - 119

VII OLD BUSINESS

Consideration of an appeal of the Planning Commission's decision to approve the request from North Silver Lake LLC of an additional one-year extension of an approved Conditional Use Approval for a 54 unit development at North Silver Lake 2B - Appellant Lisa Wilson P. 120 - 170

(a) Presentation from staff
(b) Presentation from appellant
(c) Action

VIII ADJOURNMENT

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

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
APRIL 12, 2012

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will **not** hold its regularly scheduled meeting on Thursday, April 12, 2012.

Posted: 04/02/12
See www.parkcity.org

Note: This future meeting schedule is TENTATIVE and subject to change.
March 2012

April 2012

12 **No meeting – ULCT Conference**
19 Concours D'Elegance car event – work (15 min)
Park City 2030 Long Range Strategic Plan (1 hour)
Empire Avenue reconstruction – work (30 min)
Library business plan – work
Award of contract – 1450-1460 Park Avenue
QJP annexation and MPD review update – staff communication
Resolution establishing an assessment area boundary for PC Heights Special Assessment
7700 Marsac Avenue Subdivision - public hearing/action – ME
455 Park Avenue plat amendment – public hearing/action – FA
Findings of Fact, Conclusions of Law and Order regarding the 60 Sampson Avenue appeal heard by the City Council on March 29, 2012
26 **Dana gone**
Dumpster Days (20 min) – PE
Quarterly goals – 1st quarter – work
269 Daly Avenue plat amendment – ME
12 Oak Court plat amendment – KW
80 Daly plat amendment - FA

May 2012

3 **Dana gone**
Site tour – Quinns Junction
Introduction of budget
QJP annexation - work
Recreation survey – work (1 hour)
10 **No meeting – Cindy gone**
17 Budget – work and public hearing
Sundance Festival Policy – study session
Community Water Efficiency Efforts – TP (20 min)
QJP annexation – public hearing/continuation
24 Emergency planning update – work – police facility
Wildfire discussion - work
Budget – work and public hearing
Balanced Growth Study findings – work – (90 min)
Rocky Mountain Power substation – study session
QJP annexation – public hearing/possible action
31 Budget – work and public hearing

June 2012

7 Budget – work and public hearing
Bonanza Park Plan update
14 Budget – work and public hearing – No meeting?
21 (Regular meeting begins at 5 p.m. and limited to budget)
28 Ice Arena update

July 2012

5 **No meeting**

12
19
26

Pending Items:
RDA Strategic Plan
Resolution establishing a strategic plan for City-owned property with development potential in Park City, Utah and repealing and replacing Resolution No. 22-05 in its entirety

City Council
Staff Report

PARK CITY
1884

Author: Jonathan Weidenhamer
Matt Twombly
Subject: Historic Park City/ Main Street Infrastructure Improvements Update
Date: April 5, 2012
Type of Item: Informational

Sustainability

Summary Recommendation –
Review and provide feedback on the concept plans for the downtown infrastructure improvements and provide direction to staff to:

1.) Not proceed refining costs, design & feasibility of a snow melt system for the Main Street sidewalks, curbs & gutters;
2.) Prioritize new sidewalks, widened where possible;
3.) Proceed with preliminary design development drawings, cost estimates, and return during the FY 13 budget process with formal staff recommendations and prioritization for improvements in the following areas:
    a. Development of the Brew Pub parking lot with either a large plaza space or mixed use building;
    b. Public spaces at: Miners, Coalition, Schreur's, and Marsac Stairs;
    c. Streetscape and other pedestrian enhancements – including sidewalks; and
    d. Supporting operations and maintenance budgets.

Topic: Historic Park City/ Main Street Infrastructure Improvements Update.

Background:
On January 26, 2012 Council awarded a professional service provider contract to IBI Group in order to further advance recommendations from the 2011 HPCA Infrastructure Study to pursue the following scope:

1. Further a formal public input process – Scheduled on April 3, 4:00 – 6:00 pm;
2. Discussion with HPCA and City Council;
3. Produce concept drawings and preliminary cost estimates;
4. Elicit specific policy direction on priorities;
5. Design Development drawings, project engineering and formal cost estimates;
6. Include in FY 13 budget process → identify funding source;
7. Implement phased priorities (based on funding).

As part of the project scope a Working Committee comprised of City staff (Sustainability, Engineering, and Planning staff), HPCA representatives and the IBI Group team was assembled. In addition, operational staff from City Public Works, Police, and Special Events staffs, as well as the HPCA Board, Executive Board and

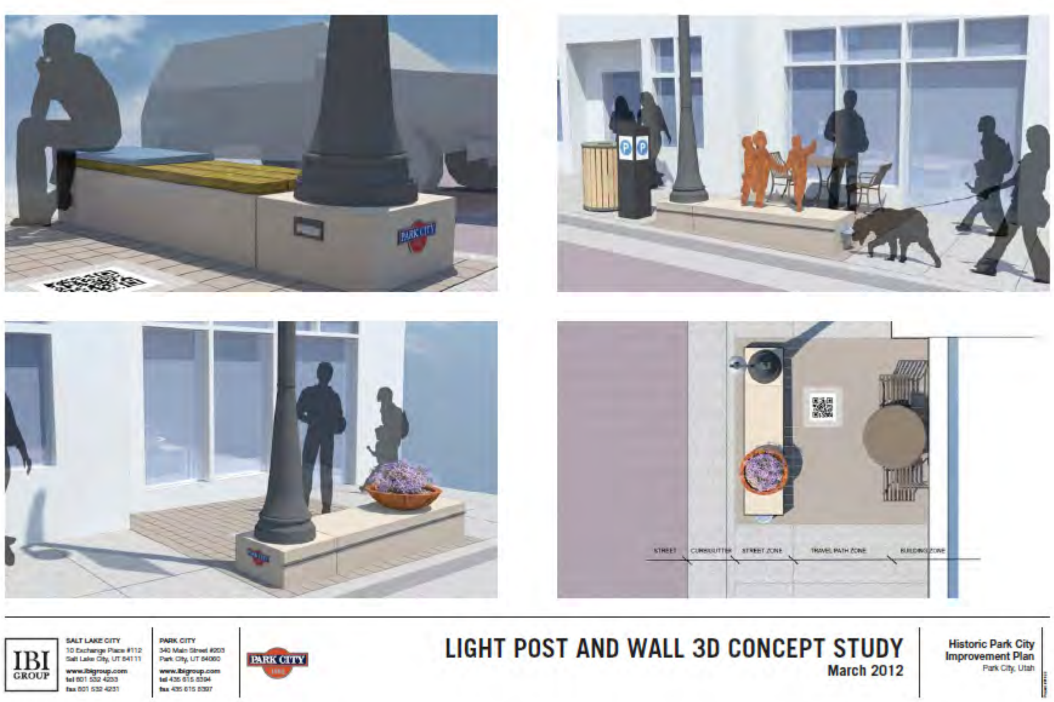
HPCA Infrastructure & Events Sub-committees have reviewed and provided input on the concept designs.

At the February 16, 2012 Council meeting, staff presented preliminary Capital Improvement Plans including HPCA/Main Street projects including snow melt. The direction was to continue with the concept plans and exhaust the snow melt discussion as further requested by the HPCA Board (minutes Exhibit A). Specific direction was given to expand the scope and footprint for the public space at the base of City Hall. It was understood that a limited amount of additional parking would be lost to do so.

Analysis:

Place Audit:
The first task of the consultant was an existing conditions assessment and a "Place Audit" to determine people's emotional attachment to Park City and Quadruple Bottom Line Evaluation of proposed projects including; Quality of Life (keeping Park City, Park City), Environmental Impact, Social Equity Impact, and Economic Impacts.

Streetscapes and Pedestrian Enhancements: There has been a considerable amount of work on Streetscapes and Pedestrian Enhancements. The simple goals of improvements in these areas is to improve pedestrian safety and comfort, enhance the image and identity of the Historic District, replace deteriorating infrastructure with durable, long life-cycle materials and increase art and culture education opportunities. The most obvious priority will be replacement and potential widening of the sidewalks. A sample of the other streetscape components include light poles, parking meters, standardizing and clustering of trash receptacles and finding opportunities for way-finding and storytelling through technology are presented below:

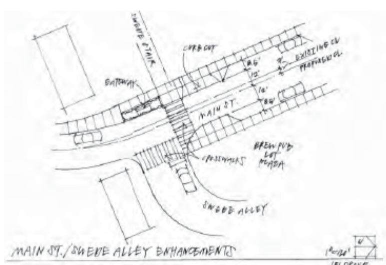


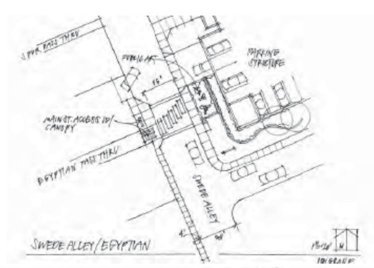
The Pedestrian Enhancements include sidewalks, bulb outs and crossings (painted cross walk or textured paving). There is a key map of recommended bulb outs and crossings. The table below also provides more detail on the type of enhancement.

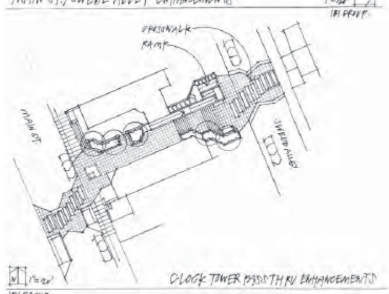
Key Aerial Plan

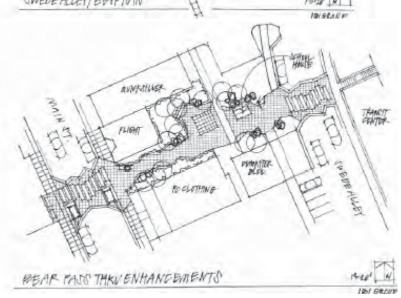
Street	Location	Bulbout	Enhanced Crosswalk	Crosswalk	Narrative
Main Street					
M1	Main/Swede Alley Intersection	•		•	Bulbout NE corner, crosswalk N and E sides of intersection, gateway feature W side
M2	Main/Egyptian	•		•	Bulbout E side in front of Egyptian Theatre and pass thru, crosswalk across street
M3	Main/Miners Park	•	•		Redesign existing bulbouts both sides of street, enhanced crosswalk
M4	Main/Bear	•	•		Redesign existing bulbouts both sides of street, enhanced crosswalk
M5	Main/Heber Ave. Intersection	•		•	Bulbouts all four corners, crosswalks all sides of intersection
M6	Main/7th St. Intersection	•		•	Bulbout NW corner, crosswalks N and W sides of intersection, reconstruct curb and sidewalk E side - fire lane access
M7	Main/9th St. Intersection	•		•	Bulbout NW, SW corners and E side of street, crosswalk W and S sides of intersection, gateway feature E side
	Main/Town Lift				Relocate curb W to pick up additional parking stalls
Swede Alley					
S1	Swede/Egyptian	•	•		Bulbout W side, enhanced crosswalk to China Bridge parking structure, improved identification for pass thru
S2	Swede/Terigo Plaza		•		Enhanced crosswalk to China Bridge parking structure, reconstruct stairs to add ADA ramp
S3	Swede/City Hall	•	•		Bulbout W side, enhanced crosswalk to City Hall stairs
S4	Swede/Transit Center Access		•		Enhanced crosswalk to Transit Center
Park Ave.					
P1	Park Ave./Heber Intersection			•	Crosswalks all three sides of intersection
P2	Park Ave./7th St. Intersection	•		•	Bulbouts all four corners, crosswalks all sides of intersection
P3	Park Ave./9th St. Intersection	•		•	Bulbouts NE and SE corners, crosswalks N and E sides of intersection

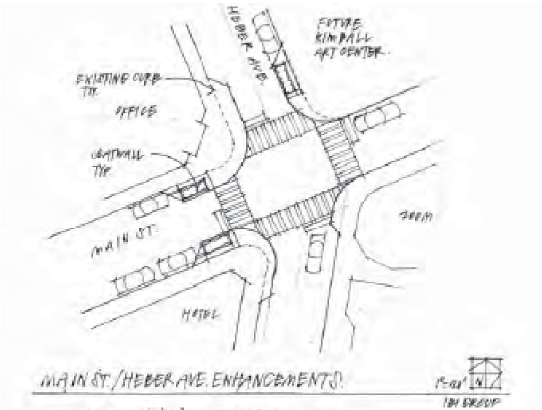
A sample of concept drawings depicting the bulb-outs, crosswalks and enhancements are included below. These concepts will be presented in more detail during the meeting and will still require refinement and further scrutiny by the City's operations staff.

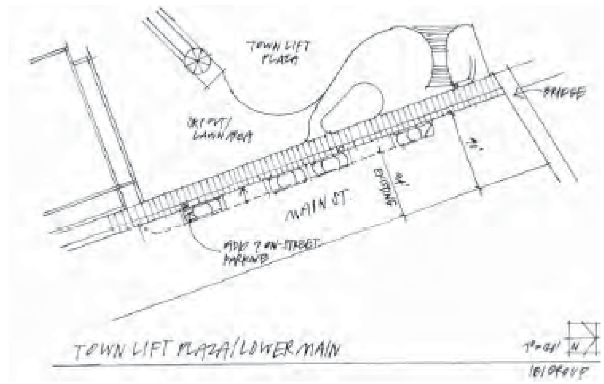


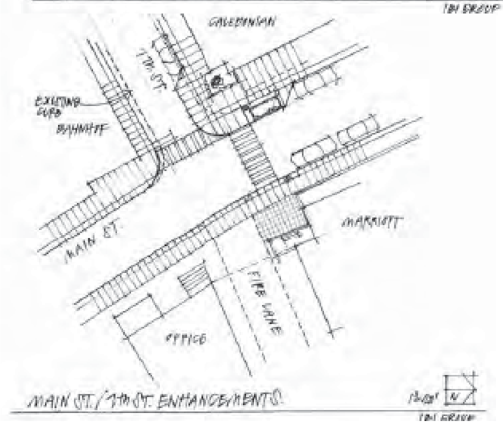


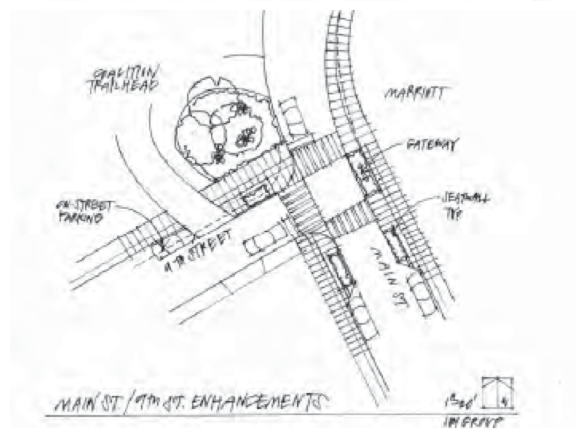












Snow melt:
On February 16, 2012 Staff informed the Council that HPCA membership sought further information and discussion on costs and feasibility of a snow melting system in the sidewalks. Major street or utility projects are not anticipated in Main Street in the next 10 years. Because there is a 20-30 year replacement schedule for sidewalks, the urgency for the snow melt discussion was created. Furthermore, IBI and the working committee are looking at more sturdy materials like granite curbs and pavers which would have a much longer life span.

Staff prepared the following table and recommendations regarding costs and level of service of snow melt versus snow hauling:

Park City Main Street Snow Removal – Current Process vs. Boiler Snow Melt System				
Details & Impacts	**Option 1 Current Maintenance Plows/Haulers/ Shovels (180,000 sq ft)**	**Option 2 Enhanced Maintenance Plows/Haulers/ Shovels (180,000 sq ft)**	**Option 3 Snow Melt - Main Street Sidewalk + Gutter (84,000 sq ft)**	**Option 4 Snow Melt - All Main Street w/o Plaza (180,000 sq ft)**
Upfront Cost	$0 *Equipment in Total Annual Cost*	$130,000 *New Loader (7 year life)*	$1.26MM- $1.68MM	$2.7MM - $3.6MM
Annual Fuel Cost	$4,228 *PCMC Fuel Only*	$800 = 200 gallons @ $4 / gallon. **$5,028 Total**	$54,331 - $90,552	$116,424 - $194,040
Total Annual Cost Comparison	**$46,913** *Fuel/Equip Depreciation/Employees/ Hauling*	$69,291** for enhancement. **$116,204 Total**	$26,913 for 100,000 sf roadway; $104,109- $140,330 for snow melt; **$131,022- $167,243 Total**	$223,091- $300,707
Total Annual Carbon Impact *Short Tons CO_2*	14	2.24 tons CO_2 for enhancement. **16.24 tons CO_2 Total**	480 - 799	1,028 - 1,713
Other Impacts	N/A	*Swede Alley surface lots will need to be used to store the snow prior to a major haul, impacting a limited amount of parking*	*Street repairs for water, gas or other utilities will be costlier due to the snow melt system.*	*Street repairs for water, gas or other utilities will be costlier due to the snow melt system*
Note #1: Enhanced Process for snow removal is based on removal within 48 hours after an average snow storm. Current Process budgets for four (4) hauls off of Main Street for an average year. A new loader will need to be purchased (there is no capacity beyond the current level of service) and one FTE-equivalent (two individuals, seasonal) will be needed to perform the service over the course of the winter. The enhanced level of service does not include any additional hauling. Swede Alley surface lots will need to be used to store the snow prior to a major haul, impacting a limited amount of parking. *** Annual costs = $18,571 for loader; $800 for fuel; $49,920 for FTE-equivalent; FTE-equivalent = 2,080 hours X $24/hr loaded cost to PCMC*				
Note #2: All financial values were derived using simple calculations. No inflationary impacts or NPV estimates have been applied. Depreciation costs are included in all cost totals. Maintenance				
Note #3: The upper-bound estimates for snow melt were compared to actual data from the Comstock Tunnel system. This comparison found that the upper-bound estimate is about 14% below the actual nat gas usage we incurred at Comstock this past winter. These details are on the second tab of the Excel file.				
Note #4: 1,000 Annual Short Tons CO_2 = GHG offset of approx. 2,500 solar panels ($2.875MM installed cost for this much solar). The $1.2MM Johnson Controls project completed by PCMC in 2009 prevents roughly 1,044 short tons CO_2 per year. The average Utah household produces 13 short tons of CO_2 each year for electricity and natural gas.				

In order to properly assess the snowmelt system, PCMC and the IBI Group provided the HPCA with the following sample costs shown below. The HPCA Board determined that the installation of a snowmelt system needed input from the entire membership and distributed an electronic survey to members. The survey inquired as to the membership's support of a snowmelt system and then further asked if they would be willing to pay for the system. Both questions resulted in a response that 80% of the merchants were not in favor of the installation of the snowmelt system in the sidewalks. The full results of the survey are attached as Exhibit B.

Sample Assessment for Cost Sharing . (Sidewalk, curb/gutter/3' street):

1 25' Property Frontage

Construction Assessment:	Frontage	Width	s.f.	Cost/s.f.	Total Cost
Sidewalk	25'	8'	200	$15-$20	$3,000-$4,000
Curb/Gutter	25'	2.5'	62.5	$15-$20	$937.50-$1,250
Street	25'	3'	75	$15-$20	$1,125-$1,500
			337.5		$5,062.50-$6,750
Annual Operating Assessment					
Sidewalk			200	$1.25-$1.67	$250-$334
Curb/Gutter			62.5	$1.25-$1.67	$78-$105
Street			75	$1.25-$1.67	$94-$125
					$422-$564

2 200' Property Frontage

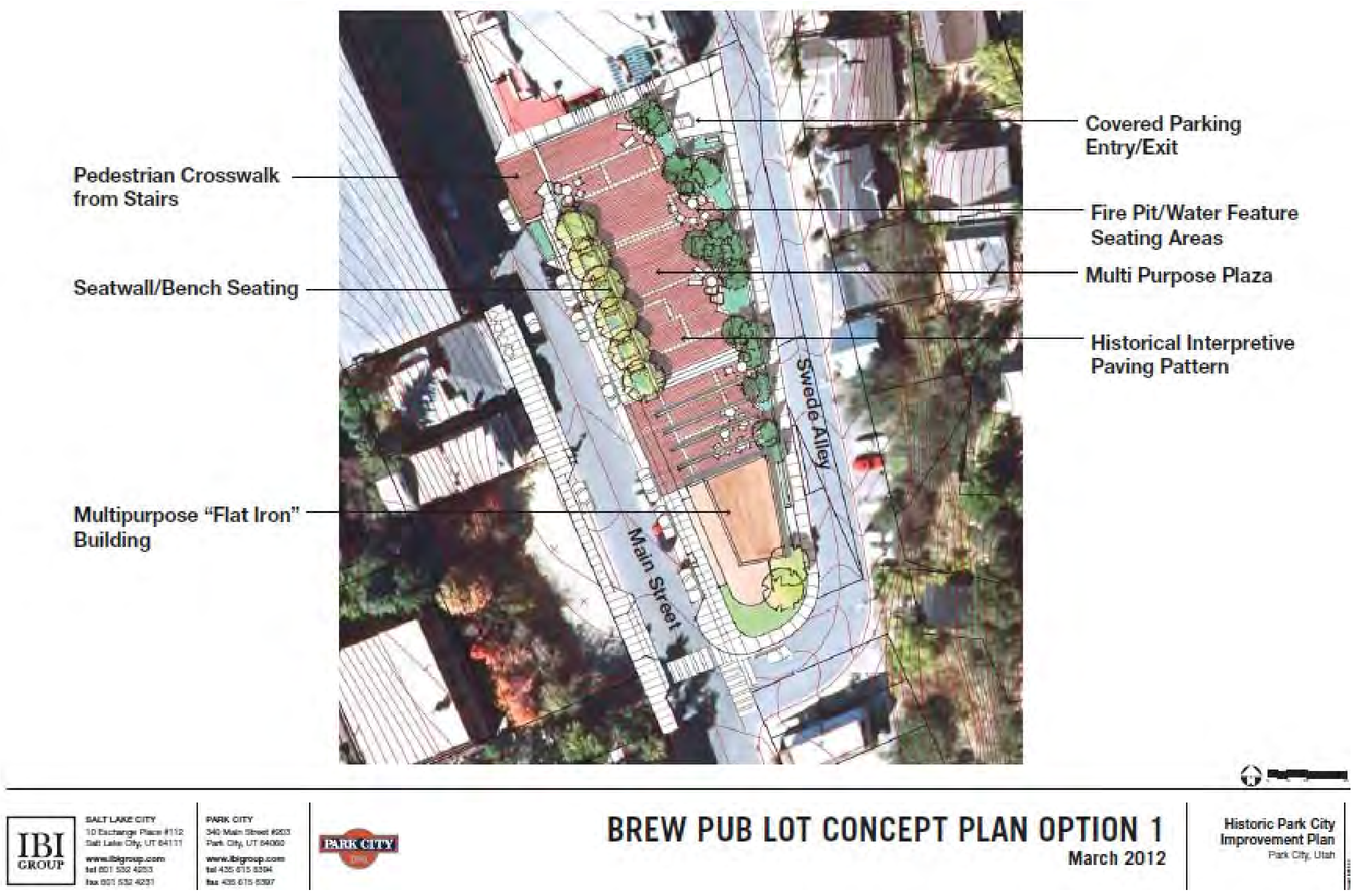
Construction Assessment					
Sidewalk	200'	8'	1600	$15-$20	$24,000-$32,000
Curb/Gutter	200'	2.5'	500	$15-$20	$7,500-$10,000
Street	200'	3'	600	$15-$20	$9,000-$12,000
			2700		$40,500-$54,000
Annual Operating Assessment					
Sidewalk			1600	$1.25-$1.67	$2,000-$2,672
Curb/Gutter			500	$1.25-$1.67	$635-$835
Street			600	$1.25-$1.67	$750-$1,002
					$3,385-$4,509

If Council wishes to pursue snow-melt in the sidewalks curb and gutters, there is a variety of cost sharing alternatives including construction costs, annual maintenance, or both. The sample assessment does not include the cost of removing snow on the remainder of the street, so there will still be snow removal costs to the City. At the current level of service that would be approximately $26,913 annually.

Snowmelt options will be considered at the Brew Pub Plaza and Miners Plazas to extend the useful life of these event areas throughout the winter season. Every effort is being made to devise alternative energy sources to offset the carbon impact. Staff recommends that Council provide direction on the snow melt discussion.

Staff will return during the budget process with departmental budget requests reflecting Council's direction and preferred maintenance level of service.

Plazas:
Brew Pub Lot:
The Brew Pub Parking Lot is one of several plaza areas included in the scope of the HPCA/Main Street Improvement projects. For this space, the working committee and consultant developed two options. Option 1 is a plaza with flexible space over a parking structure. There would also be a small multi-purpose support building that includes public restrooms, storage, elevator, and small food prep, event function or even a retail option. This could also be a hub for a ski connection. This is the option the HPCA prefers.



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BREW PUB LOT CONCEPT 3D STUDY
March 2012

Historic Park City Improvement Plan
Park City, Utah

BrewPub - Option 2

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BREW PUB LOT CONCEPT PLAN OPTION 2
March 2012

Historic Park City Improvement Plan
Park City, Utah

The Second Option being considered for the Brew Pub lot is a 2-3 story mixed use building over 2 levels of structured parking. This option includes a small plaza of approximately 3,750 sf (the size of Miner's Plaza). Before pursuing this option, additional work should be done on market feasibility, including research on vacancy and market rates. For example when we built the liquor store/radio station the free market did not support investing in a third tenant space.

	Option 1 - Large Plaza	Option 2 - Mixed Use w/ small plaza
Plaza Size (approx)	9,500 sf	2,500 sf
approximate cost	$712,500 - $950,000	$150,000 - $300,000
Building Size (approx)	2,500 sf footprint x 1-2 stories = 4,500 sf	6,000 sf footprint x 2-3 stories = 15,000 sf
approx cost	$1,125,000 - $1,575,000	$3,750,000 - $5,250,000
parking	1 level likely (40 spaces), currently 47 present	2 levels needed (70 spaces)
parking cost	$1.4 M	$2.4M
Pros	could be engineered for Option 2 if plaza doesn't work out	Likely best ROI, from sheer economic argument
	would allow for small Main St. events to not close street	small plaza bookended by activators (retail, rest.)
	Would include limited support to help create energy (furniture, fire pits, etc)	could allow for ski connections to resorts
	The Joint Venture position would target programming this space	
	small building allows for retail, event support, restrooms and other flexibility	
	could allow for ski connections to resorts	
Cons	would need to be programmed to be a true "destination"	not sure of market feasibility
	From a bottom line ROI standpoint may not be best option	
	would likely preclude pursuit of central "Town Plaza" at 5th Street (from a funding standpoint)	
all info approximate estimates only		

Staff recommends further refinement of the concept plans, cost estimating and market feasibility prior to prioritizing either option. This will be presented as part of the budget process.

Historic Wall Space

At the February 16, 2012 meeting, Council directed staff to provide an enhanced entry to City Hall in Swede Alley at the Historic Wall. The architects and the working committee developed the following concept for a public space. Moving forward with either of the Brew Pub options in the near future will eliminate or at least suspend indefinitely City Council's current direction to move forward with the Town Plaza. Staff wants to affirm Council understands that this is a change from their previous direction.

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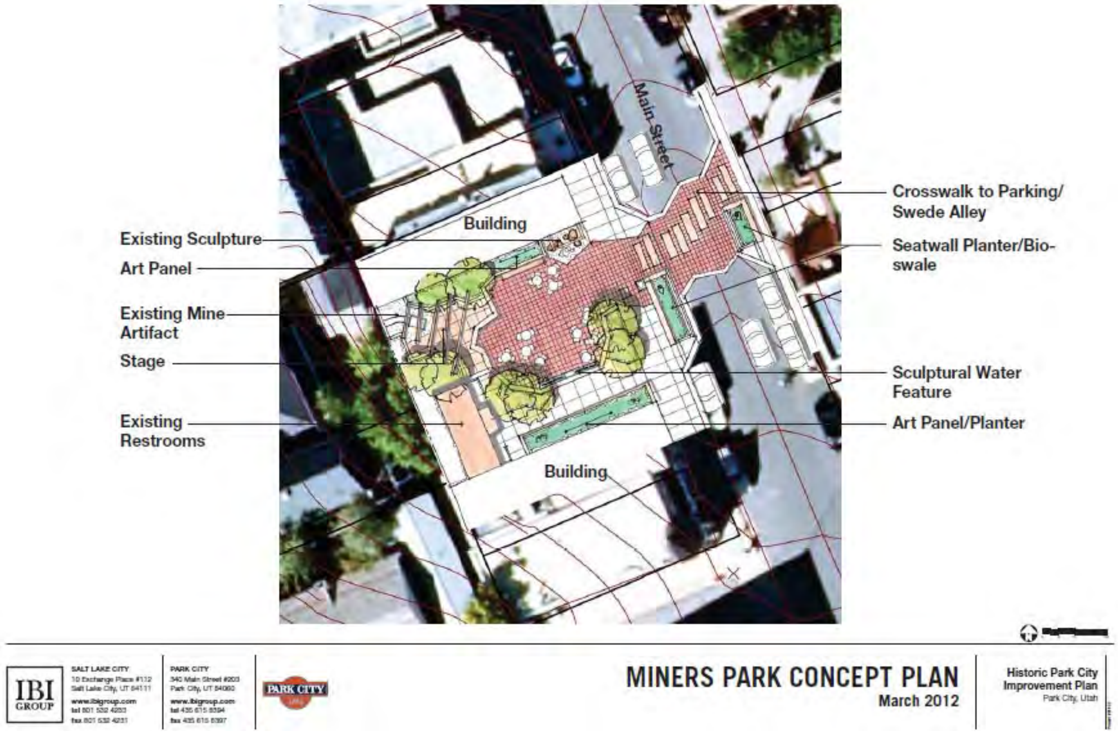
HISTORIC WALL/CITY HALL 3D STUDY
March 2012

Historic Park City Improvement Plan
Park City, Utah

Other Public Spaces

The other concepts for plazas include the Miner's Plaza, and the Coalition Plaza:



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PARK CITY

COALITION PARK CONCEPT PLAN
February 2012

Historic Park City Improvement Plan
Park City, Utah

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PARK CITY

COALITION PARK 3D CONCEPT STUDY
March 2012

Historic Park City Improvement Plan
Park City, Utah

Staff and the project team will provide updates to City Council during the process with a prioritized list of projects to be included during the 2013 Budget discussions. With the project budget of $419,000 staff is anticipating that some of the proposed improvements "low hanging fruit" will be constructed without an increase in 2013. The majority of projects will not be completed without future funding.

Department Review: This report has been reviewed by representatives of Sustainability, Legal, and the City Manager's Office and their comments have been integrated into this report.

Department Review: This report has been reviewed by representatives of Sustainability, Legal, and the City Manager's Office and their comments have been integrated into this report.

Alternatives/ Issues for Discussion:
Staff requests that Council review the concepts presented and provide direction regarding:

1) Snow Melt Options:
    a. Snow Melt whole street;
    b. Snow Melt only sidewalks, curb & gutters;
    c. Exhaust discussion on snow melt options and limit future discussion to operations and maintenance level of service. **This is staff's recommendation.** We would return during the budget process with refined numbers and a recommended level of service.
2) Brew Pub Lot Options – The HPCA recommends a large plaza. **Staff recommends further refinement of the two options, cost estimating and market feasibility prior to prioritizing either option**; this will be presented as part of the budget process:
    a. A large public plaza space;
    b. A retail space with a reduced plaza.

Significant Impacts:
There is currently approximately$419,000 budgeted for the Main Street Improvements project in the Main Street RDA. Sustainability and on a limited basis other City staff resources will be required to complete the project.

Staff Recommendations:
1.) Not proceed refining costs, design & feasibility of a snow melt system for the Main Street sidewalks, curbs & gutters;
2.) Prioritize new sidewalks, widened where possible;
3.) Proceed with preliminary design development drawings, cost estimates, and return during the FY 13 budget process with formal staff recommendations and prioritization for improvements in the following areas:

a. Development of the Brew Pub parking lot with either a large plaza space or mixed use building;
b. Public spaces at: Miners, Coalition, Schreur’s, and Marsac Stairs;
c. Streetscape and other pedestrian enhancements – including sidewalks; and
d. Supporting operations and maintenance budgets.

Exhibits

A – February 16 meeting minutes
B – HPCA Member Survey on Snowmelt

Exhibit A – February 16, 2012 Meeting Minutes

Jon Weidenhamer noted that the HPCA wants the City Council to again consider heating Main Street sidewalks. Alison Butz explained that members want to *exhaust* the idea and want it investigated further. The Mayor expressed that cost-sharing shoul be considered. It is the responsibility of property owners to shovel their sidewalks an the City agreed to plow Main Street sidewalks as an extended service. Now, over tim it seems that the owner's responsibility for clearing sidewalks has been lost.

The regional recreation survey and possible projects were discussed. Liza Simpsc expressed an interest in the allocation and timing of revenues from the Park Ci Heights Project and the projects that may have been displaced when this was funde Tom Bakaly advised that those monies have been committed to funding the repository.

With regard to the town plaza project, Alex Butwinski felt that the historic wall an Marsac Building could be better showcased from Swede Alley. Jon Weidenhame explained that $400,000 is set aside for the 2A option set forth in the staff report and reduced scope is recommended to provide flexibility on other projects. Andy Beerma felt that the wall could be restored without sacrificing many parking spaces. M Butwinski reiterated that the entrance to the Building deserves more attention tha proposed in Concept 1A. Liza Simpson indicated that before making town plaza pla decisions, she would like to understand the difference in cost between the two concep as the City has lost its pocket parks. The Mayor felt that there needs to be perspectiv in terms of the demands on all of the different projects and it could be that the tow plaza is not a priority for the Main Street businesses. Cindy Matsumoto expressed th it might not be a priority now but could serve as a substitute until other things get don Liza Simpson agreed and clarified that the Brewpub Lot is the focus for the big ameni which may take a while to fund. Andy Beerman suggested keeping both options on th table while making decisions but Mr. Weidenhamer pointed out the efficiencies exploring one plan but blending the plans is doable. Ms. Simpson stated that she woul like to see something more robust than 1A. The Mayor explained that he would like meet with the working group informally. Mr. Weidenhamer emphasized that ther needs to be direction so a concept plan can be prepared for the budget.

Alex Butwinski stated that he supports 2A but the cost differential may drive th process. Andy Beerman pointed out that the working group prefers to deemphasiz Swede Alley and focus the efforts onto Main Street and/or corridors to attract peopl there and Council's discussion is taking it to a different direction. The May understood then that other projects are secondary to the Brewpub focus. Mr. Butwins felt the Council should take a look at both concepts and he has a different opinion abo improving Swede Alley which needs attention. Ms. Simpson agreed. Mr. Weidenhame emphasized that the purpose for the Brewpub lot and Swede Alley improvements a very different. Tom Bakaly understood that staff is on the right track with more work c the historic wall. Restrooms were discussed. Dick Peek interjected that the input h has received on restrooms is that they be highly visible and safe. He also supported hybrid of the two concept plans.

Snowmelt System in Main Street Sidewalks

SurveyMonkey

1. Conceptually, are you in favor of adding a snowmelt system in the sidewalks on Main Street?

	Response Percent	Response Count
Yes	21.8%	12
No	**78.2%**	**43**
answered question		**55**
skipped question		**0**

2. Do you feel there needs to be an increased level of snow removal by the City?

	Response Percent	Response Count
Yes	**52.7%**	**29**
No	47.3%	26
answered question		**55**
skipped question		**0**

3. We have some very preliminary cost numbers (on a 25' storefront). The initial installation would cost approximately $5000+ (spread out over a time span of 10 years) for construction and $1000+ (including renewable electric sources) a year for operations. With this additional information, are you in favor of installing a snow melt system?

	Response Percent	Response Count
Yes	20.0%	11
No	**80.0%**	**44**
	answered question	55
	skipped question	0

4. Do you think the installation of snowmelt in the sidewalks will help increase your business?

	Response Percent	Response Count
Yes	14.5%	8
No	**85.5%**	**47**
	answered question	55
	skipped question	0

5. Are you concerned about the increased carbon impact from a snowmelt system?

	Response Percent	Response Count
No	9.1%	5
A Little Concerned	32.7%	18
Very Concerned	**58.2%**	**32**
	answered question	55
	skipped question	0

6. Please rank the importance of each of the infrastructure improvements being considered.

	Top Priority	Priority	Low Priority	Not a Priority	Rating Average	Response Count
Public Plazas	**35.2% (19)**	**35.2% (19)**	25.9% (14)	3.7% (2)	1.98	54
Snowmelt System	5.7% (3)	11.3% (6)	13.2% (7)	**69.8% (37)**	3.47	53
Sidewalk Improvements	22.6% (12)	**30.2% (16)**	**30.2% (16)**	17.0% (9)	2.42	53
Streetscape Improvements (light poles, furniture, and sidewalks)	29.6% (16)	**38.9% (21)**	18.5% (10)	13.0% (7)	2.15	54
					answered question	**55**
					skipped question	**0**

7. E-mail address:

	Response Percent	Response Count
Email Address:	**100.0%**	**49**
	answered question	**49**
	skipped question	**6**

PARK CITY COUNCIL WORK SESSION MINUTES
SUMMIT COUNTY, UTAH
MARCH 22, 2012

Present: **Mayor Dana Williams; Council members Andy Beerman; Alex Butwinski; Cindy Matsumoto; Dick Peek (participating electronically); and Liza Simpson**

Tom Bakaly, City Manager; Mark Harrington, City Attorney; Rhoda Stauffer, Housing Specialist; Thomas Eddington, Planning Manager; Diane Foster, Interim Assistant City Manager; Sayre Brennan, Public Works Inspector; Bret Howser, Budget Manager; and Phyllis Robinson, Public Affairs Manager

1. Council questions/comments. Liza Simpson reported that the Friends of the Farm are planning their annual Your Barn Door is Open event. She thanked staff for restoring the 10 o'clock whistle. Andy Beerman attended a Recycle Utah, BOSAC, and Thaynes Water Quality Water meetings. He updated members on associated business and felt the neighborhood water meeting was productive. Cindy Matsumoto stated that she participated in the Meals on Wheels Program by delivering meals to residents in the community. The program has diminished within the City limits and she wondered if some sort of outreach is needed or if qualified individuals have moved. Rhoda Stauffer responded that both the Senior Center and Mountainlands actively promote the program and if someone is interested in the service, she felt confident that they are receiving it. Ms. Matsumoto attended a Summit Lands Conservancy meeting where new partnerships were discussed.

Mayor Williams stated that he met with the Advisory Council on Latino Affairs and many ideas were discussed. He received a number of calls this week about the Crescent Tram Trail project and asked for an update. Sayre Brennan explained that the project is intended to better define the trail and the City is currently receiving bids. Thomas Eddington added that the RFP asks for a trail design that clearly distinguishes the pathway on the easement from private property.

2. Legislative wrap-up. Diane Foster explained that part of Park City's anti-idling law was lost with regard to enforcing on private property, which will result in modifications to our ordinance. Also, some changes will need to be made to the taxi ordinance as the City can no longer regulate age of vehicles; however, condition can be addressed. The open carry legislation did not pass but it is expected to reappear next year. She explained that the billboard law did not make it to the floor on time. The resolution for the Interconnect passed and tourism received $9 million in funding. Senator Waddups pulled $1.8 million from the DABC budget but the Governor promised to cover that amount. Ms. Foster explained that Park City is part of the long-range Region 2 transportation improvements which were accelerated and the bus lane on SR224 is now actually funded. She added that air pollution and renewable energy are issues that are high priorities for voters.

3. Quarterly goal reporting format – 2012 Council goals and desired outcomes. Bret Howser explained that this is a continuation of previous discussions and staff is asking for input from members on further edits to the mission, goals and outcome statements. He pointed out identical or similar outcomes for different goals and commented on the format for quarterly goals which is considered a living document.

The Mayor stated that he likes the format for the posters and the connectivity with visioning and with the goals of the community. Andy Beerman agreed but suggested a variety of minor, primarily grammatical edits. Discussion ensued on the description for police under quality of life, recognizing that the goal is maintaining a safe community and it was decided to list that separately. With regard to setting goals, Alex Butwinski reminded members that *if it can't be measured, it can't be evaluated*. The ways goals are achieved should be clear. Liza Simpson also liked the posters. However, she continues to feel that *The best led and managed resort town in America* sounds like bragging and she doesn't like the exclamation points. Ms. Simpson suggested the wording, *The best resort town in America* and other members agreed because the statement is not a goal but a philosophy.

Ms. Simpson expressed that she liked the new goal reporting format but asked that it be modified so it can be easily read on an iPad. Alex Butwinski pointed out that projects and programs are not identified as operating or capital and asked where he could track the operating plan, for example. Ms. Robinson explained that they are operating items versus capital items so there isn't an operating plan associated with them. Mr. Howser clarified that these are operational items on the action plan checklist.

4. Event center update. Bret Howser stated that CSL provided a study on an event center, specifically looking at the Bonanza Park area. The executive summary is attached to the staff report. Staff is not recommending pursuing an event center there because in order for it to be successful, CSL recommended there would need to be a publicly financed hotel product associated with it. A hotel seems inconsistent with the neighborhood plan and a publicly financed hotel competing with the private market did not seem consistent with economic development goals. Staff will continue to consider opportunities for an event center that might arise. Alex Butwinski pointed out that staff disagreed with CSL on some matters; he agreed with staff's analysis and felt the report was well done.

5. Coalition of Mayors against Illegal Guns Resolution. Mayor Williams explained that Mayor Bloomberg's Office contacted him about Park City supporting the Resolution. He spoke about researching this matter by reading blogs, articles and the NRA's position and found nothing in the statement of principles that violate the Second Amendment. The Chief of Police reviewed the proposal and has no issues. The last shooting in the Park City limits was committed with an illegal weapon. The Mayor was not aware of any legislation being proposed on this matter.

Police Captain Phil Kirk added that over the last seven years the City has been working with the US Attorney's Office and Adult Probation and Parole Services to make sure that criminals don't have weapons. Captain Kirk expressed his wholehearted support of the Resolution as does Chief Carpenter.

Alex Butwinski acknowledged the public input members received on this. Most supported the Resolution while some were concerned about the City spending time on this and taking time from other responsibilities. He emphasized that this is not detracting from or adding to anything the City is doing already.

The Mayor invited public comment; there was none. The Resolution will return for formal action. Ms. Simpson felt that the Resolution supports what the Police Department is already doing and is worthwhile to pursue.

Since the work session ended earlier than expected, the Council reconvened in closed session to discuss unfinished business.

Prepared by Janet M. Scott, City Recorder

PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
MARCH 22, 2012

I ROLL CALL

Mayor Dana Williams called the regular meeting of the City Council to order at approximately 6:15 p.m. at the Marsac Municipal Building on Thursday, March 22, 2012. Members in attendance were Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, and Liza Simpson. Dick Peek was absent and excused. Staff present was Tom Bakaly, City Manager; Mark Harrington, City Attorney; Sayre Brennan, Public Works Inspector; Thomas Eddington, Planning Manager; and Mat Evans, Planner.

II COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

None.

III PUBLIC INPUT *(Any matter of City business not scheduled on the agenda)*

None.

IV VISIONING SESSION MINUTES OF FEBRUARY 3 AND 4, 2011; AND WORK SESSION AND REGULAR MEETING MINUTES OF MARCH 1, 2012 AND MARCH 8, 2012

Liza Simpson referred to the note on the Visioning Session Minutes about transcripts being done for the Visioning Meetings and asked how they can be obtained. Jan Scott explained that a request would need to be directed to Sharon Bauman because the transcripts are not on-line.

Liza Simpson, "I move we approve the Visioning Session Minutes of February 3 and 4, 2011". Andy Beerman abstained from voting on the 2011 Minutes. Alex Butwinski seconded. Motion carried.

Andy Beerman	Abstention
Alex Butwinski	Aye
Cindy Matsumoto	Aye
Dick Peek	Absent
Liza Simpson	Aye

Liza Simpson, "I move we approve the work session and regular meeting minutes of March 1 and March 8, 2012 – Cindy Matsumoto seconded. Motion unanimously carried.

V CONSENT AGENDA *(Items that have previously been discussed or are perceived as routine and may be approved by one motion. Listed items do not imply a predisposition for approval and may be removed by motion and discussed and acted upon under "Additional Discussion – Agenda Items")*

1. Consideration of a construction agreement for the Payday, Lucky John and Monitor Drive Culvert Replacement Project with Morgan Asphalt, Inc. in the amount of $65,953, in a form approved by the City Attorney – Sayre Brennan confirmed the numbers in the staff report for the benefit of Alex Butwinski. See motion to approve under Item 2.

2. Consideration of a service provider agreement with Gateway Planning for the preparation of a form-based code and traffic analysis in the amount of $141,500, in a form approved by the City Attorney – Mr. Butwinski asked if the deliverable will be *plug and play*. Thomas Eddington replied yes which is one of the reasons Gateway Planning is recommended. Unlike other planning firms, Gateway can do character zones in addition to transect zones, better fitting into the Bonanza Park area as a neighborhood form-based code which means it is plug and play. Gateway Planning has special expertise and its proposal went above and beyond others. Mr. Butwinski pointed out that the word *typically* should be removed from the scope of work and Mr. Eddington agreed.

Andy Beerman asked if this study is general enough to apply to other districts. Mr. Eddington advised that it will be specific to Bonanza Park but may be used as a template for other areas. Katie Cattan interjected that Lower Park Avenue may be a good candidate but a different formula will be used for Park Avenue than for Iron Horse. Cindy Matsumoto understood that this approach will eliminate a cookie cutter result and staff agreed. Ms. Simpson proposed that if the product is used as a template, whether the work would be done in-house. Thomas Eddington believed it could be done in-house but it might be more cost effective to contract the work.

In response to a question from Council member Beerman, Mr. Eddington stated that the price was negotiated down to $141,500. The other six firms did not have transportation expertise and staff did not negotiate with them. Three firms were interviewed and Gateway was felt to be the best fit. Andy Beerman confirmed that this was the only firm with a transportation background because it is definitely higher than most of the bids. Mr. Butwinski trusts that Gateway will not return asking for more money and Mr. Eddington affirmed.

Liza Simpson, "I move we approve the Consent Agenda". Alex Butwinski seconded. Motion carried.

Andy Beerman	Aye
Alex Butwinski	Aye
Cindy Matsumoto	Aye
Dick Peek	Absent
Liza Simpson	Aye

VI NEW BUSINESS

1. Consideration of an Ordinance approving the First Amended Ridgepoint at Deer Valley Condominium Plat located at Ridgepoint Lane at Woodland Drive near Royal Street, Park City, Utah – Mat Evans explained that the request is to convert 926 square feet of limited common area to private ownership. Four property owners within the development have converted their entry ways into livable space which prompted the applicant to amend the plat, allowing 26 of the 38 units to convert these areas into habitable space. The other issue is changing the language on the plat to identify the balcony as limited common space. Staff has analyzed the application and determined that no non-conformities will result in regard to the request and staff is recommending approval.

The Mayor opened the public hearing; there were no comments from the audience and the public hearing was closed. Andy Beerman, "I move that we approve the Ridgepoint at Deer

Valley plat amendment based on findings of fact, conclusions of law and conditions of approval". Alex Butwinski seconded. Motion carried.

Andy Beerman	Aye
Alex Butwinski	Aye
Cindy Matsumoto	Aye
Dick Peek	Absent
Liza Simpson	Aye

2. Consideration of an appeal of the Planning Commission's decision to approve the request from North Silver Lake LLC of an additional one-year extension of an approved Conditional Use Approval for a 54 unit development at North Silver Lake 2B - Appellant Lisa Wilson - Bob Dillon, resident, advised that Lisa Wilson had a ski accident today and will not be able to attend the meeting. Mark Harrington advised members to continue the matter in order to provide Ms. Wilson another opportunity to address the Council.

Rich Lichtenstein, representing the applicant, expressed that the appeal didn't make much sense and the Planning Commission did not find a reason to discuss it at length at its hearing. The materials submitted by Ms. Wilson do not seem to merit a hearing and he respectfully requested that the matter be heard tonight as this is not the first time the project has been before the Council. He added that Mr. Wilson could have communicated earlier that his wife was not going to be here and could have sent a representative.

Mark Harrington acknowledged that the applicant may have evidentiary issues regarding Ms. Wilson's submittals which can be weighed but as a matter of common courtesy, he felt the appeal should be continued for a week or so. However, members may view the appeal as primarily procedural which would not be benefited by any further oral argument. He stated that she has a responsibility to contact the City about her absence but has passed along word through Mr. Dillon, and it is up to the City Council to decide to continue.

Rich Lichtenstein asked that by postponing this a week or to some other meeting, whether her appeal will still be heard within the Code required time. Mark Harrington felt it fair to require no more emails or submissions in the interim from Ms. Wilson. Mr. Lichtenstein understood the appeal must be heard within a certain number of days. Mr. Harrington stated that is true but the Council has the ability to grant a continuance. Mr. Lichtenstein pointed out that that is not fair to the applicant and believed that is the reason the Code suggests a time limit to be fair to both parties. Mr. Harrington indicated that this objection can be raised formally.

Mayor Williams emphasized that the applicant flew in for the meeting. It was pointed out that Ms. Wilson does not have an attorney representing her on this matter. Liza Simpson recognized the time and money spent by the applicant to attend the hearing but out of courtesy, she indicated she was prepared to make a motion to continue the appeal. She would like it scheduled as quickly as possible and in a way that works for the applicant. Andy Beerman supported the motion adding that it is unfortunate but the decent thing to do is to continue but the date should be at the applicant's convenience. Alex Butwinski agreed.

Rich Lichtenstein stated that he will work with staff to find a mutually acceptable date. After discussion, Mark Harrington suggested April 5. Liza Simpson felt that continuing it once is a courtesy and if Ms. Wilson cannot attend that meeting, a representative could be sent in her place.

Bob Dillon was asked to phone Ms. Wilson about her preference for a hearing date. He advised that she will be in town on April 5 but out of town after that date. Rich Lichtenstein encouraged the City Attorney to review the Code in terms of the hearing taking place within the 45 day period.

The Mayor requested a motion to continue to April 5. Alex Butwinski, "I so move". Andy Beerman seconded. Motion carried.

Andy Beerman	Aye
Alex Butwinski	Aye
Cindy Matsumoto	Aye
Dick Peek	Absent
Liza Simpson	Aye

VII ADJOURNMENT

With no further business, the regular meeting of the City Council was adjourned.

MEMORANDUM OF CLOSED SESSION

The City Council met in closed session at approximately 2:30 p.m. Members in attendance were Mayor Dana Williams, Andy Beerman, Alex Butwinski, Cindy Matsumoto, Dick Peek (participating electronically), and Liza Simpson. Staff present was Tom Bakaly, City Manager; Linda Tillson, Library Manager; Craig Sanchez, Director of Golf; Diane Foster, Interim Assistant City Manager; Jonathan Weidenhamer, Economic Development Manager; Thomas Eddington, Planning Manager; Jim Blankenau, Environmental Regulatory Analyst; and Mark Harrington, City Attorney. Liza Simpson, "I move to close the meeting to discuss property, personnel and litigation". Andy Beerman seconded. Motion carried unanimously. The meeting opened at approximately 4:30 p.m. Alex Butwinski, "I move to open the meeting". Cindy Matsumoto seconded. Motion unanimously carried.

The City Council met again in closed session after work session and before the regular meeting. Liza Simpson, "I move to close the meeting to discuss property, personnel and litigation". Alex Butwinski seconded. Motion carried unanimously. The meeting opened at approximately 6:15 p.m. Alex Butwinski, "I move to open the meeting". Liza Simpson seconded. Motion unanimously carried.

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 Janet M. Scott, City Recorder

City Council
Staff Report

Subject: **Audit Services Contract**
Author: **Chelese M. Rawlings, Accounting Manager**
Department: **Finance**
Date: **April 5, 2012**
Type of Item: **Administrative**

PARK CITY 1884

FINANCE DEPARTMENT

Summary Recommendations:
Authorize staff to execute a professional services agreement for auditing services with Piercy Bowler Taylor & Kern (PBTK) in a form approved by the City Attorney's office. The contract length will be for two (2) years (FYE 2012 and 2013) with an optional renewal for an additional five (5) years (FYE 2014, 2015, 2016, 2017 and 2018) contingent on satisfactory performance. The annual contract amount is $33,575 for FYE 2012 and $34,500 for FYE 2013.

Topic/Description:
A financial audit and single audit are requested for the fiscal year ending June 30, 2012. The audits shall be performed in accordance with generally accepted auditing standards, as promulgated by the American Institute of Certified Public Accountants (AICPA). The City desires the auditor to express an opinion on the fair presentation of its basic financial statements including all governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information in conformity with generally accepted accounting principles.

Background:
On Feburary 1, 2012, the City sent out a Request for Proposal (RFP) for Auditing Services to 14 CPA firms: Piercy Bowler Taylor & Kern, Wisan Smith Racker & Prescott LLP, Schmitt Griffiths Smith & Co. P.C., Hansen Barnett & Maxwell, Hansen Bradshaw Malmrose & Erickson P.C., Osborne Robbins Buhler P.L.L.C., Wiggins & Company, Keddington & Christensen P.C., Wood Richards and Associates P.C., Ulrich & Associates P.C., Grant Thornton L.L.P., KHSA, Gilbert & Stewart, and Haynie CPA's. The City also advertised the RFP in the local newspaper on February 1, February 4, February 8, February 11, 2012 and on the City's website February 1-24, 2012. At 4:00 PM on February 24 the City received proposals from 13 of the 14 firms.

Analysis: 13 proposals were reviewed by Finance Department staff (Lori Collett, Chelese Rawlings and Marina Smith) for the following selection criteria as outlined in the RFP:

- completeness of proposal;

- qualifications and governmental auditing experience of the CPA firm;
- qualifications of assigned individuals;
- experience in relation to the GFOA "Certificate of Achievement" and GASB 34;
- ability to provide consulting services that may be needed by the City;
- ability to meet the City's time table for issuance of the CAFR;
- experience in auditing computerized accounting systems;
- reasonableness of time estimates and total audit hours and "not to exceed" fees.

Firm	FY2012	FY2013
Piercy Bowler Taylor & Kern	$ 33,575	$ 34,500
Osborne, Robbins & Buhler, P.L.L.C.	$ 38,000	$ 36,000
Gilbert & Stewart	$ 34,000	$ 34,500

Based on the above, the top three ranked firms were Piercy Bowler Taylor & Kern, Osborne, Robbins & Buhler, P.L.L.C. and Gilbert & Stewart. A selection committee comprised of four people (Diane Foster, Lori W. Collett, Chelese M. Rawlings, Marina Smith) interviewed these three top-ranked CPA firms. The selection committee ranked the CPA firms based on the above selection criteria as outlined in the RFP. The City's purchasing policies exempt professional service contracts from being awarded solely on price. Emphasis is to be placed on quality of services, with cost being the deciding factor when everything else is equal. Discussion and evaluation following the interviews resulted in the selection of Piercy Bowler Taylor & Kern as the successful candidate.

Department Review:
This report was reviewed by the City Manager's Office and Legal Department.

Alternatives:

Approve the Request: The City Council could approve the contract with Piercy Bowler Taylor & Kern. This is the staff recommended action.

Deny the Request: The City Council could deny the request. This would require a "rebid" of the contract for auditing services. Because the City's fiscal year end is June 30, the FYE 2012 audit needs to begin ASAP. Beginning the RFP process again this late in the year would delay the audit process and make it difficult to have the CAFR completed by December. Staff does not recommend this alternative.

Continue the Item: Continue the item to another City Council meeting. Delaying this action will negatively affect the City's ability to complete the CAFR by December. Staff does not recommend this alternative.

Do Nothing: This alternative will have the same impact as continuing the item. Staff does not recommend this alternative.

Significant Impacts: The annual cost of this contract for the financial audit, single audit and out-of-pocket expenses is $33,575 for FYE 2012 and $34,500 for FYE 2013. Funds are budgeted for audit services in the Finance budget.

Recommendation: Authorize staff to enter into a contract in a form approved by the City Attorney's office with Piercy Bowler Taylor & Kern for auditing services.

ATTACHMENT A

SCOPE OF SERVICES:

I. **AUDITOR'S DUTIES**

A. Standards: The Service Provider shall perform all test work and prepare all reports in accordance with the following professional standards and federal audit requirements:

1. Generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA), including applicable statements of position and audit guides;
2. *Government Auditing Standards* issued by the comptroller General of the United States;
3. The Single Audit Act as amended by the Single Audit Act Amendments (most current revision);
4. OMB Circular A-133, *Audits of States. Local Governments, and Non-Profit Organizations*; and
5. OMB Circular A-133 *Compliance Supplement*.

B. Reports: The Service Provider shall, in accordance with the above standards, prepare the following reports:

1. Report on Financial Statements

For the fiscal years ended June 30, 2012, 2013, 2014, 2015, 2016, 2017 and 2018, the Service Provider, in accordance with generally accepted auditing standards, as promulgated by the AICPA, the AICPA *Audits of State and Local Governmental Units* audit and accounting guide, and the *Government Auditing Standards,* published by the U.S. General Accounting Office, shall audit the financial statements and records of the City and shall issue a Service Provider's opinion on the City's financial statements (with an in-relation-to opinion on combining and supplementary information). Such financial statements shall be prepared in conformity with generally accepted accounting principles. Reports on internal control and compliance, as referred below, shall also be issued.

2. Management Report Based on the Audit of the Financial Statements

(a) Report on Compliance and on Internal Controls Over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.

The Service Provider shall report on their testing of compliance with federal and state laws and regulations performed as part of the financial and compliance audit. The report must identify occurrences of noncompliance with laws and regulations that are material and all instances or indications of illegal acts which could result in criminal prosecution. The report must contain a statement of positive assurance on items tested.

The Service Provider shall report on their understanding of the City's internal control over financial reporting and the assessment of control risk made as part of the financial and compliance audit. The report shall identify as a minimum: (a) the scope of the Service Provider's work in obtaining an understanding of the City's internal control over financial reporting and in assessing the control risk and (b) the reportable conditions, including the identification of material weaknesses, identified as a result of the Service Provider's work in understanding and assessing the control risk.

(b) Findings and Recommendations

The Service Provider shall report findings and recommendations relative to compliance with laws and regulations, internal control over financial reporting, adherence to generally accepted accounting principles, and efficiency of operations. The report shall contain all reportable conditions and all instances or indications of illegal acts.

The Service Provider shall request written responses and corrective action plans, where necessary, from City officials for each recommendation and shall include such responses in the report.

(c) Status of Prior Findings and Recommendations

The Service Provider shall also report on the City's progress in implementing prior audit recommendations.

3. <u>Single Audit Report</u>

For the fiscal years ending June 30, 2012, 2013, 2014, 2015, 2016, 2017 and 2018, the Service Provider, in accordance with the standards cited above and the additional standards contained in the Single Audit Act as amended by the Single Audit Act Amendments (most current revision), OMB Circular A-133, and AICPA standards related to compliance auditing, shall issue the following reports:

(a) Report on Federal Awards: This report covers major program compliance, internal controls over federal awards, and the Schedule of Expenditures of Federal Awards.

(1) The Service Provider shall express an opinion as to whether the City complied, in all material respects, with the specific requirements applicable to major federal financial assistance programs. This opinion may be included as part of the Service Provider's Report on Financial Statements required by paragraph I. B1.(2) The Service Provider shall express an opinion as to whether the City complied, in all material respects, with the compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs identified in the summary of auditor's results section of the schedule of findings and questioned costs.

(3) The report is required to address the Service Provider's consideration of the internal control policies and procedures over compliance with requirements that could have a direct and material effect on major federal programs. This report should be prepared in accordance with the criteria set forth in Statement on Auditing Standards (SAS) No. 78, *Consideration of the Internal Control in a Financial Statement Audit*, SAS No. 60, *Communication of Internal Control Structure Related Matters Noted in an Audit*, and SAS No. 74, *Compliance Auditing Considerations in Audits of Governmental Entities and Recipients of Governmental Financial Assistance.*

(4) The report should comply with SAS No. 29, *Reporting on Information Accompanying the Basic Financial Statements in Auditor Submitted Documents*. The report must reference to the audit having been performed in accordance with standards for financial and compliance audits contained in the *Governments Auditing Standards*, to meet the requirements of the OMB Circular A-133.

(b) Schedule of Findings and Questioned Costs: This report should include the following three components as required by OMB Circular A-133:

(1) A summary of the Service Provider's results, including:

A) The type of report the Service Provider issued on the financial statements;

B) Where applicable, a statement that reportable conditions in internal control were disclosed by the audit of the financial statements and whether any such conditions were material weaknesses;

C) A statement as to whether the audit disclosed any noncompliance which is material to the financial statements;

D) Where applicable, a statement that reportable conditions in internal control over major programs were disclosed by the audit and whether any such conditions were material weaknessesE) The type of report the Service Provider issued on compliance for major programs;

F) A statement as to whether the audit disclosed any audit findings which the Service Provider is required to report in accordance with OMB Circular A-133;

G) An identification of major programs;

H) The dollar threshold used to distinguish between Type A and Type B programs, as described in OMB Circular A-133; and

I) A statement as to whether the City qualified as a low-risk auditee.

(2) Findings relating to the financial statements which are required to be reported in accordance with generally accepted government auditing standards (GAGAS).

(3) Findings and questioned costs for federal awards, including, where applicable:

A) Reportable conditions in internal control over major programs;

B) Material noncompliance with the provisions of laws, regulations, contracts, or grant agreements related to a major program;

C) Known questioned costs which are greater than $10,000, or are likely greater than $10,000, for a type of compliance requirement for a major program;

D) Known questioned costs which are greater than $10,000 for a Federal program which is not audited as a major program;

E) The circumstances concerning why the Service Provider's report on compliance for major programs is other than an unqualified opinion;

F) Known fraud affecting a Federal award; and

G) Instances where the results of audit follow-up procedures disclosed that the summary schedule of prior audit findings prepared by the City materially misrepresents the status of any prior audit finding.

(4) The Service Provider shall request a written corrective action plan from City officials for each finding included in the Schedule of Findings and Questioned Costs. The corrective action plan shall provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date.

4. Report on State Legal Compliance

For the fiscal years ended June 30, 2012, 2013, 2014, 2015, 2016, 2017 and 2018, the Service Provider, in accordance with the *State of Utah Legal Compliance Audit Guide*, shall issue the following reports:

(a) Report on State Legal Compliance

The Service Provider shall express an opinion on the City's compliance with the state legal requirements identified in the *State of Utah Legal Compliance Audit Guide.*

(b) The Service Provider's Management Letter

The Management Letter shall identify any reportable conditions in internal controls over state legal compliance and all instances of noncompliance with state legal issues discovered by the Service Provider.

(c) City’s Response to the Management Letter

The Service Provider shall bind the City’s response with the Service Provider’s Management Letter.

II. CITY’S DUTIES

The City shall furnish the following to the Service Provider:

A. All financial records, books of accounts, supporting documents, and other related records for and related to the period being audited.

B. Copies of City Ordinances, Minutes of Council [Board, Commission] meetings, policy directives, grant agreements, contracts, leases, budgets, laws, and other pertinent documents or data, and such other information as may be required for the audit.

C. A management representation letter confirming oral representations made to the Service Provider.

D. Adequate working space and other facilities for the conduct of the audit.

E. All working papers normally prepared by the City in connection with the accounting system, all original documents, as requested, evidencing audited transactions.

F. Assistance of personnel in all reasonable requests form the Service Provider as the City staff time and budget will permit, including, but not limited to, the preparation of account analyses, summaries, and other working papers requested.

City Council
Staff Report

Subject:	**Resolution Against Illegal Guns**
Author:	**Wade Carpenter, Chief of Police**
	Diane Foster, Interim Assistant City Manager
Departments:	**Public Safety & Executive**
Date:	**April 5, 2012**
Type of Item:	**Work session**

Summary Recommendations:
Staff recommends Council consider approving the resolution supporting the statement of principles of the coalition of Mayors Against Illegal Guns.

Background
In February, New York Mayor Michael Bloomberg sent to Park City Mayor Dana Williams a request that he join the coalition of Mayors Against Illegal Guns. To date, Mayors from over 600 US cities have joined the coalition.

On March 22, 2012, City Council reviewed a staff report on this topic and asked staff to return on April 5th with the resolution for consideration.

Analysis
To reiterate the analysis provided in the March 22 staff report:
This resolution is specifically targeted at eliminating *illegal* guns. The resolution does not attack lawful gun ownership. In fact, according to the Coalition co-chairs Boston Mayor Menino and New York Mayor Bloomberg: "We support the Second Amendment and the rights of citizens to own guns. We recognize that the vast majority of gun dealers and gun owners carefully follow the law."

Park City's Chief of Police Wade Carpenter has reviewed the aforementioned Statement of Principles and provided the following input:

> "I have reviewed the documentation provided in reference to the Mayors Against Illegal Guns Coalition. From what I have read the Statement of Principles are in line with the goals and objectives of law enforcement both federally and locally. The primary focus is to punish criminals who possess, use, and traffic illegal guns. As you may be aware, many illegal guns originated in the U.S. and have found their way over our neighboring boarders. Unfortunately, today's drug and human traffickers are also tied into illegal gun trade. I applaud the efforts of Mayors Against Illegal Guns who support all local, state, and federal legislation that targets illegal guns."

Additionally, according to Chief Carpenter, the last shooting in Park City with a stolen gun occurred in 2010.

Department Review:
This staff report has been reviewed by the Public Safety, Executive and Legal Departments.

Significant Impacts: As this is a resolution, it does not have legal or financial impact. However, Council should consider the principles as commitments. Staff anticipates that these commitments can be met with existing staff resources without a need for significant re-prioritization.

Additionally, despite the clear statement that this resolution targets only illegal guns, some may still perceive Park City as anti-gun ownership. This is not an outcome that Council can control.

Summary Recommendations:
Staff recommends Council consider approving the resolution supporting the statement of principles of the coalition of Mayors Against Illegal Guns.

RESOLUTION SUPPORTING THE STATEMENT OF PRINCIPLES OF THE COALITION OF MAYORS AGAINST ILLEGAL GUNS
PARK CITY, UTAH

WHEREAS, 30,000 Americans across the country are killed every year as a result of gun violence, destroying families and communities in big cities and small towns; and

WHEREAS, elected officials are duty-bound to do everything possible to protect residents, especially children, from harm and there is no greater threat to public safety than the threat of illegal guns;

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

SECTION 1. STATEMENT OF PRINCIPLES. The City Council is committed to work to find innovative new ways to advance the following principles:

- Punish - to the maximum extent of the law - criminals who possess, use, and traffic in illegal guns.
- Target and hold accountable irresponsible gun dealers who break the law by knowingly selling guns to straw purchasers.
- Oppose all federal efforts to restrict cities' right to access, use, and share trace data that is so essential to effective enforcement, or to interfere with the ability of the Bureau of Alcohol, Tobacco, and Firearms to combat illegal gun trafficking.
- Work to develop and use technologies that aid in the detection and tracing of illegal guns.
- Support all local state and federal legislation that targets illegal guns; coordinate legislative, enforcement, and litigation strategies; and share information and best practices.
- Invite other cities to join us in this new national effort.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 5th day of April, 2012.

PARK CITY MUNICIPAL CORPORATION

Mayor Dana Williams

Attest:

Janet M. Scott, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

City Council
Staff Report

Author:	**Ken Fisher, PCMC**
Subject:	**Joint Use of Facilities for Recreatio**
Date:	**April 5, 2012**
Type of Item:	**Legislative**

Recreation & Library
Department

Summary Recommendations
Review and approve the attached three-way Agreement for Joint Use of Facilities for Recreation between Snyderville Basin Special Recreation District (SBSRD), Park City Municipal Corporation (PCMC) and Park City School District (PCSD) for the purpose of designating rights and responsibilities of each entity while guiding the efficient delivery of recreation facilities and services in the greater Park City area.

Description:
A. Topic: Three-way Agreement for Joint Use of Facilities for Recreation

B. Background:
The Recreation Round Table was established in 2005 as a forum to discuss how our three tax-supported entities (PCMC, PCSD & SBSRD) go about providing public recreation facilities and services. A key directive of the initial Round Table was to renew and update agreements dated in the 1990's. Those agreements included:

- PCMC/SBSRD MOU for baseball, soccer and basketball
- Interlocal Lease and Use Agreement between SBRSD and PCSD
- PCMC/PSCD Lease and Use Agreement

In May 2007 PCMC, SBSRD and PCSD entered into a five (5) year agreement for "Joint Use of Facilities for Recreation." This agreement is a multifaceted document that lists recognized stakeholders, describes the Tier System for field maintenance, outlines Site Specific Agreements, Interagency Field Use Policies, and then contains the various Lease & Interlocal agreements between each agency.

In March 2011 the Regional Recreation Committee made up of two City Council Members, two PCSD Board Members, two SBSRD Board Members and two staff members from each organization met to begin the process of updating the 2007 agreement. The elected and appointed board members directed staff from each organization to meet and recommend changes to the agreement and once that was done to reconvene the Regional Recreation Committee.

C. Analysis:
Over the past year staff met several times to discuss changes to the document with the goal that the Joint Use Agreement *"reflects reality"* in the way our facilities are currently managed and to guide the efficient delivery of recreation facilities and services in the greater Park City area.

The major changes to the document are outlined below:

- We added Exhibit G1: PCMC/SBSRD Letter of Consent modifying Ice Arena Funding Allocations, May, 2009 and Exhibit G2: PCMC/SBSRD Memorandum of Understanding and Agreement for Event Flooring, February, 2010
- Removed the language that gave Stakeholders a 25% discount on field complex rental rates for tournaments and events.
- The following language was added with regards to the scheduling of special events: (5.d.2) *SBSRD and PCMC events staff and the PCSD designated Facilities Coordinator, Athletic Director and other school administrators, as necessary, shall be responsible for ongoing communication with the Field and Facilities Joint Use Committee to ensure that use of a rolling calendar for advance scheduling of special events (up to one year in advance) continues to respect the prioritization policies of each agency and every venue, or seeks approval for a policy exception from the governing jurisdiction.*
- Language was added to 5.g that states *This group will invite participation of IT representatives to utilize technology in order to facilitate web-based cross-promotion of recreation programs between Agencies.* SBSRD and Park City Recreation used to jointly publish the Play Magazine. SBSRD decided that due to budget constraints that they no longer wanted to participate in the publication so the entities want to explore options of creating a web presence that would cross promote programs.
- Exhibit C: Site Specific Agreements were all updated to reflect a section called "Facility Use Guidelines for Events". This was added to clarify what types of events may occur on each site as well as outline which entity has authority to approve events. This has led to the creation of a special event form to monitor and communicate multi-jurisdictional events and their possible impact on multiple entities. There were also new Site Specific Agreements added for facilities that were not built in 2007 or did not have agreements in place. These include Jeremy Ranch Elementary, Matt Knoop Memorial Park, Creekside Park and the Library Field.
- There are no significant changes to the Interagency Field Use Policies.

Staff explored whether trails and event policies should be incorporated under this umbrella agreement. It was decided that due to the fact that Park City School District has limited involvement with trails a better option would be to institute a Trails Ad-Hoc committee. This is made up of representatives from SBSRD, PCMC and Mountain Trails Foundation and was established to work on trail related policy issues and events.

On March 15, 2012 The Regional Recreation Committee was reconvened to review the proposed changes to the three-way agreement. Attendees included Moe Hickey and Steve Oliver (PCSD) Rena Jordan, Bonnie Park and Jay Burke (SBSRD), Liza Simpson, Andy Beerman, Tom Bakaly and Ken Fisher (PCMC). All present supported the proposed changes to the Joint Use Agreement.

The agreement is now scheduled for consideration and approval on the following dates by each entity:

Basin Recreation Board	Wednesday, April 4, 2012
Park City Council	Thursday, April 5, 2012

Park City School Board	Tuesday, April 3, 2012 Work Session and approval on Tuesday, April 17, 2012

Department Review & Input Received From: SBSRD, PCSD**,** Recreation & Library Department, Legal, & the City Manager

Alternatives:
A. Approve the Request: Review and approve the attached three-way Agreement for Joint Use of Facilities for Recreation between SBSRD, PCMC and PCSD for the purpose of designating rights and responsibilities of each entity while guiding the efficient delivery of recreation facilities and services in the greater Park City area.

A. Modify the Request: If Council wishes to modify the request with regards to the three way Agreement for Joint Use of Facilities for Recreation they may do so

B. Deny the Request: Council may deny the request to join in the attached Agreement. Doing so will leave uncertainty on how to administer and share use of local recreation facilities.

C. Continue the Item: Council may continue the discussion to a later date.

D. Do Nothing: This will result in confusion and a lack of clarity

Significant Impacts: By approving the attached agreement between PCMC, PCSD and SBSRD there will be greater interagency cooperation in the delivery of recreation to the Park City community consistent with Council Goal #6 (Regional Collaboration & Partnerships).

Consequences of not taking the Recommended Action: If Council does not take the recommended action recreation will be provided in an inefficient manner, interagency relations could be damaged and recreation will no longer be provided in a seamless manner to residents of the area.

AGREEMENT FOR JOINT USE OF FACILITIES FOR RECREATION

THIS USE AGREEMENT (Agreement) is made and entered into this ____ day of ___________, 2012 by and between Snyderville Basin Special Recreation District ("SBSRD") Park City Municipal Corporation ("PCMC") and the Park City School District ("PCSD").

EXHIBITS AS FOLLOWS

Exhibit A: Recognized Stakeholders
Exhibit B: Tier System
Exhibit C: Site Specific Agreements
Exhibit D: Interagency Field Use Policies, April, 2012
Exhibit E: PCMC/PCSD Lease and Agreement, November 1990
Exhibit F: SBSRD/PCSD Lease and Joint Use Agreement, December 1996
Exhibit G: PCMC/SBSRD Inter-local Agreement for Regional Ice, August 2004
Exhibit G1: PCMC/SBSRD Letter of Consent modifying Ice Arena Funding Allocations, May, 2009
Exhibit G2: Memorandum of Understanding and Agreement for Event Flooring, February, 2010

WHEREAS, SBSRD is a political subdivision of the State of Utah, established for the purpose of providing recreational facilities and programs to meet the recreation needs of Snyderville Basin residents, and

WHEREAS, PCMC is a political subdivision of the State of Utah, providing municipal services including recreational facilities and programs to the residents and visitors of the incorporated area of Park City, Utah, and

WHEREAS, the PCSD is the current and future owner of certain parcels of land upon which it has or intends to build school sports fields, gymnasium facilities, an aquatic complex and other amenities, and

WHEREAS, each of the parties mutually agree that inter-agency cooperation provides for efficient delivery of recreation facilities and programs which are best realized through joint, cooperative and consolidated effort, and

WHEREAS, SBSRD, PCMC and PCSD have mutual interests in helping young people learn and develop recreation skills and in providing lifelong opportunities for people of all ages to participate in recreation activities, and

WHEREAS, the purposes of this Agreement are to maximize the school sites and the use of community recreation facilities for the benefit of residents and taxpayers within all jurisdictions and to enable the parties hereto to take a unified approach in providing recreational resources to the students of the District and to the general public. It is the further purpose of this Agreement to provide for appropriate development, management, maintenance, and operation of those facilities and services described herein.

WHEREAS, PCMC, SBSRD and PCSD wish to clarify and augment existing agreements, to wit: Lease and Agreement for Use of School Facilities for Recreation between PCMC and PCSD (11/08/90) attached as Exhibit E, Lease and Joint Use Agreement – Middle School Facilities for Recreation between SBSRD and PCSD (12/10/96) attached as Exhibit F, and the Inter-local Cooperative Agreement for Regional Ice Facility between PCMC and SBSRD (8/26/04) attached as Exhibit G, and related documents attached as exhibit G1 and G2.

WHEREAS, the governing bodies of each jurisdiction desire to clarify and augment existing agreements specified herein which all parties agree have benefited the constituents of each jurisdiction, and to ratify and reaffirm specified existing agreements between SBSRD and PCSD and between PCMC and PCSD so long as such agreements do not conflict with specific provisions of this Agreement,

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Definition and Description of Parties and Terms:</u>

   a. "SBSRD" shall mean the Snyderville Basin Special Recreation District, a Utah body politic, whose principal address is c/o District Director, 5715 Trailside Drive, Park City, Utah 84098.

   b. "PCMC" shall mean Park City Municipal Corporation, a Utah body politic, whose principal address is c/o City Manager, P.O. Box 1480, Park City, Utah 84060.

c. “PCSD” shall mean the Board of Education of Park City School District, a political subdivision of the State of Utah, whose principal address is c/o Superintendent, 2700 Kearns Blvd., Park City, Utah, 84060

d. “Fields and Facilities” shall mean the all playing fields and buildings or fixtures constructed thereon described and/or located herein and on Exhibits attached hereto.

e. “Regional Recreation Committee” shall mean an oversight committee comprised of the following members: two Basin Recreation Board Members; two Park City Council Members; two Park City School Board Members, and two appointed staff liaisons from each jurisdiction. The Regional Recreation Committee is advisory only and shall be responsible for making recommendations to the governing boards of the jurisdictions. The Regional Recreation Committee will appoint a Fields and Facilities Joint Use Committee.

f. “Regional Recreation Program” shall mean the SBSRD and PCMC recreation program inventory existing at the time of execution of this document and other recreation programs developed by either SBSRD or PCMC over time, and as directed pursuant to this Agreement.

g. “Stakeholder” shall mean user groups recognized by the parties with a need to declare home field(s) or facilities as a requirement of their club or league. To qualify, Stakeholder groups must be non-profit and comprised of no less than 75% of athletes residing within the boundaries of the Park City School District. The user group will support SBSRD and PCMC through payment of established user fees that contribute to ongoing field/facility maintenance costs. A list of recognized Stakeholders at the time of execution of this document is attached as Exhibit A and may be amended from time to time.

h. “Tier System” shall mean the classification of fields by the parties according to the use, expectation, and impact of play. This program will selectively raise the quality of specific fields through limited programming and public education. The Tier System is described and attached as Exhibit B and may be amended from time to time.

2. <u>Purpose of Agreement:</u>

In establishing this Agreement, SBSRD, PCMC and PCSD seek to:

a. Encourage the joint use of the Fields and Facilities between the parties, and give priority usage, after the owning agency's programming and/or on-going community obligations are met, to the requests submitted by the other agencies;

b. To designate the rights and responsibilities of each party to effectively and efficiently manage the shared use of the Fields and Facilities;

c. Establish procedures to encourage cooperative working relationships between SBSRD, PCMC and PCSD personnel at all levels and to quickly resolve issues;

d. Encourage joint and cooperative ventures, including facility maintenance and development;

e. Equitably distribute the time and cost of the use of the Fields and Facilities;

f. Regularly report the outcomes of joint use endeavors to SBSRD, PCMC and PCSD personnel, elected officials and citizens.

3. <u>General Provisions of The Agreement:</u>

a. SBSRD and PCSD entered into a Lease and Joint Use Agreement for Use of Middle School Facilities for Recreation, effective December 10th, 1996, for use of fields at the Ecker Hill Middle School site. Subject to prior termination, as provided, the term is for thirty (30) years commencing December 10, 1996. At the option of SBSRD the Lease shall be extended upon the same terms and conditions for an additional twenty (20) year term. The extended term shall be automatic unless the SBSRD notifies the District, in writing, at least one-hundred and eighty (180) days prior to the expiration of the original term of SBSRD's intention to not extend the term of the Lease. This Agreement is intended to clarify and augment the Lease Agreement and Joint Use Agreement adopted by SBSRD and PCSD in December, 1996.

b. PCMC and PCSD entered into a Lease and Agreement for Use of School Facilities for Recreation, effective November 8th, 1990, for use of fields and facilities at the North 40 Fields, Treasure Mountain Junior High School, and Park City High School. Subject to prior termination, as provided, the term is for thirty (30) years commencing November 8, 1990. PCMC, at its sole discretion, may extend the term by twenty (20) years by providing notice to the District of its intent to extend by November 8, 2019. This Agreement is intended to clarify the Lease and Use Agreement in particular for the following provisions:

1. PCMC shall be entitled to use PCSD gymnasium facilities up to 300 hours per calendar year. The 300 hours may be used for adult or youth programs and be scheduled through the PCSD District office.

2. In consideration for the 300 hours of PCSD gymnasium use, PCMC has spent over $1,000,000 to construct the high school field complex, and continues to maintain School District fields at Park City High School, Treasure Mountain Junior High School and the North 40 to the standards of all other city owned athletic facilities. This includes all costs associated with operation of the facilities including janitorial, utilities, garbage collection, repairs & maintenance.

c. This Agreement is intended to fully replace the Memorandum of Understanding on Cooperative Youth Sports Programming and Facility Operations and Maintenance adopted by SBSRD and PCMC on March 24, 2000, as amended August, 2001 and December, 2002, and which expired August, 2005.

d. This Agreement is general in nature to the Fields and Facilities. Each site lends itself to unique opportunities for recreational use and improvement. When deemed appropriate by the parties, individual site specific plans and maintenance agreements will be approved by the parties for implementation, and thereafter be attached hereto and made a part hereof. Individual site specific agreements as of the date of this Agreement are attached as Exhibit C.

e. This Agreement is intended to enhance and not interfere with the primary mission of the SBSRD, PCMC or PCSD.

f. The ultimate responsibility for decisions related to use of facility space shall remain with the owner of the facility.

g. Each party recognizes and respects the SBSRD, PCMC and PCSD budget and administrative processes that must be used in providing services.

h. It is an objective of the SBSRD, PCMC and PCSD to increase general community access to and use of school facilities. While the focus and priority addressed in this agreement is on SBSRD, PCMC and PCSD access of their respective facilities, all agencies agree to cooperate to the extent possible to increase general community use.

i. The execution of this Agreement and a renewal or extension of this Agreement must be authorized by the governing boards of each jurisdiction.

4. <u>Modification and Replacement of the May 24, 2007 Agreement.</u>

Pursuant to Section 17 Modification, below, this Agreement shall modify and replace the May 2007 Agreement in its entirety. If any conflict exists between this agreement and the 2007 Agreement, this Agreement shall control.

5. <u>Regional Recreation Committee</u>

a. There is created under the terms of the Agreement an advisory committee comprised of six (6) governing board members and six (6) staff liaisons, selected as follows:
    - Two (2) School District Board members appointed by the School Board and two (2) staff liaisons appointed by management.
    - Two (2) Basin Recreation Board members appointed by the Recreation District Board and two (2) staff liaisons appointed by management.
    - Two (2) City Council members appointed by the Park City Council and two (2) staff liaisons appointed by management.

b. The Advisory Committee may make recommendations to SBSRD, PCMC and PCSD governing boards regarding matters relevant to the satisfactory operations of the Fields and Facilities.

c. The governing Board of each jurisdiction shall appoint members of the Regional Recreation Committee annually. In the appointment or re-appointment of any committee member, each jurisdiction will provide for the staggered terms of their representatives.

d. Any vacancies on the Regional Recreation Committee may be filled by a replacement named by the governing board appointing the person creating the vacancy. The Committee will continue to function with the vacancy. The existence of a vacancy shall not affect any actions taken by the Committee during the period of any vacancy.

e. The Regional Recreation Committee shall establish a "Fields and Facilities Joint Use Committee" to supervise the scheduling and day-to-day operation of the Fields and Facilities. Through the Joint Use Committee this Agreement seeks to provide a framework and administrative support for collaboration and decision-making among SBSRD, PCMC and PCSD personnel.

    1. The Fields and Facilities Joint Use Committee will be made up of Basin Recreation and PCMC Parks & Recreation staff, PCMC Sports Complex staff, and PCSD athletic department and school facilities staff. PCSD athletic department personnel will invite Physical Education teachers for input as deemed necessary.

f. The Regional Recreation Committee shall meet annually to review this Agreement and the effectiveness of operations under the management of the Joint Use Committees. Any party may request additional meetings upon giving sufficient notice to the other parties designating the time, place and purpose of any special meeting.

6. <u>Fields and Facilities Joint Use Committee:</u>

a. The Fields and Facilities Joint Use Committee will receive requested calendaring of activities and events from each party and, through their designee, shall coordinate access to and use of the fields and facilities within the parameters and limitations set by this Agreement and Exhibits hereto.

b. Field and Facility schedules will be based on priorities established by the managing entity with the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the Utah High School Activities Association. Improved scheduling may create an opportunity to expand programming.

c. Field schedules will be based on Committee consensus to achieve balanced field use, i.e., which programs or clubs are suited to which facilities in the greater Park City area. Items to be considered should include: right field for the sport, support facilities (parking, access, rest room availability) present condition of field, days, dates and times of play, impact to surrounding neighborhood, consideration of parks maintenance program and work schedules.

d. Field use overlays will be reviewed twice annually, in late February/early March (six to eight weeks before spring season) and again in late May/early June (before the end of the school year) for the Fall season to spell out responsibilities of field use.

    1. SBSRD and PCMC shall be responsible for preparation and maintenance of all playing fields and facilities located within their respective boundaries for SBSRD and PCMC sponsored programs. Each jurisdiction will absorb prep related expenses for these programs. The Joint Use Committee will address any departures from this policy.
    2. SBSRD, PCMC events staff and the PCSD designated Facilities Coordinator, Athletic Director and other school administrators, as necessary, shall be responsible for ongoing communication with the Field and Facilities Joint Use Committee to ensure that use of a rolling calendar for advance scheduling of special events (up to one year in advance) continues to respect the prioritization policies of each agency and every venue, or

seeks approval for a policy exception from the governing jurisdiction.

e. An end of season meeting will be held to evaluate field conditions, make recommendations for field use in spring season and adjust Tier System positioning, if necessary.

f. Scheduling of indoor facilities will be coordinated at standing meetings to be held in the last week of May/first week of June and again in the first two weeks of September. The purpose of the May/June meeting is to review requests for facility use for school athletics and public recreation programs in the coming school year (schools, PC MARC, Field House, and Ice Rink). The September meeting is intended to refine indoor scheduling at these sites.

g. A Programming subcommittee will be appointed by the Fields and Facilities Joint Use Committee to meet on an as needed basis. Its purpose is to review what public recreation programs are happening when, to be sure programs are complementary and compatible. This group will invite participation of IT representatives to utilize technology in order to facilitate web-based cross-promotion of recreation programs between Agencies.

7. Regional Recreation Program Administration

a. Each jurisdiction will operate youth and adult recreation programs under the following guidelines:

1. No fee differentials. All residents of SBSRD, PCMC and PCSD will pay the locals rate for facility use and program participation.

2. Registration and participant fees for all programs will be received by the sponsoring jurisdiction.

3. Unless otherwise agreed to by the parties, in the development of new regional recreation programs each agency agrees to utilize hard structure facilities currently owned and operated by their jurisdiction to avoid constituent confusion over the program sponsor.

4. Fields will be scheduled as described in Section 5, above.

5. Site-specific policies attached hereto as Exhibit C will guide maintenance, hours of use, scheduling and coordination, improvements, and compensation.

8. <u>General Guidelines for Joint Use</u>

a. All joint use programming and activities scheduled under this Agreement will comply with the "Interagency Field Use Policies," attached hereto as Exhibit D, which have been adopted by the SBSRD, PCMC and PCSD.

b. The mutual goal of the SBSRD, PCMC and PCSD will be to maintain program continuity, giving adequate notification of scheduling changes or facility use to allow completion of a program cycle and, when necessary, to relocate programming. When possible, each agency will assist the other in locating alternative space.

c. PCSD will formulate and enforce general rules and regulations governing student and District personnel conduct and use of the Fields and Facilities on PCSD property during school hours and for school purposes which use shall be under the supervision of PCSD personnel.

d. SBSRD and PCMC will formulate and adopt rules and regulations governing the conduct and use of the Fields and Facilities on PCSD property by the general public during those hours not scheduled by the PCSD.

e. All programming and activities scheduled under this agreement will comply with and enforce the owner agency's policies. The parties agree that indoor use of other agencies' facilities for recreation or athletic programs will require higher levels of supervision by the using agency.

f. When any party to this Agreement contemplates a change in policy, fees, budget or organization that could impact the joint use access of the others, that agency will consult with the other agencies far enough in advance so that the other agencies can analyze the impacts and plan for the change.

g. Each of the parties hereto will adopt and implement appropriate risk management measures to minimize and/or eliminate liability during those periods of respective use of recreation facilities by that party. Each of the parties agrees to provide immediate notice to the other of any dangerous or unsafe condition on the premises that is discovered or created at the facilities through sponsors or participants of an event scheduled by either party. Each of the parties shall correct any noted deficiencies under their risk management programs immediately upon becoming aware of the same.

h. In lieu of damage deposits, the parties agree to pay the reasonable value of, or to repair, any damage to the Facilities or Amenities or owner property missing from the premises that occurs during use while under the supervision of that party.

1. The owner agency shall, through its designated representative, inspect areas of use and shall notify the user agency of damage or loss within three (3) working days after inspection.

2. Such notification shall consist of sending an email to the user agency's designated representative with the area or areas involved, description of damage, and estimated and/or fixed costs of repairs or property replacement.

3. Except as otherwise mutually agreed, the user agency shall not cause repairs to be made to any building or item of equipment for which the owner agency has responsibility. The owner agency agrees to make such repairs within the estimated and/or fixed costs agreed upon. The user agency agrees to reimburse the owner agency at the agreed upon cost.

4. The owner agency shall invoice the user agency within seven (7) days of completion of repairs or replacement of missing property. The invoice shall itemize all work hours, equipment and materials with cost rates as applied to the repair work. If the repair is contracted a copy of the contractor's itemized statement must be attached.

Actual costs shall be invoiced if less than estimated and/or fixed costs. Reimbursement shall be made within 30 days from receipt of such invoice.

5. The user agency shall retain the right to disagree with any and all items of damage to buildings or equipment or missing property as identified by the owner agency provided this challenge is made within ten (10) working days after a first notification. Disagreements shall be made in writing to the owner agency and shall clearly identify the reasons for refusing responsibility for damages. Failure to do so within the prescribed time period shall be considered as acceptance of responsibility by the user agency. Settlement of disagreements shall be made by an on-site investigation involving both the owner and user agencies and their designated representatives. In the event agreement cannot be reached, the matter shall be referred to the Regional Recreation Committee for review and consideration.

i. Specific requests by any party for services, equipment or facilities not covered under this agreement may be provided, at direct charge, to the agency making the request. For example, SBSRD and PCMC will pay PCSD for custodial or other support staff, which are required or requested at a time that a school custodian is not normally scheduled in the school building as specified in the Facilities Request Form. If the PCSD wishes to have SBSRD or PCMC perform field preps for athletic events which are outside of regular maintenance then PCSD agrees to compensate the provider of the service at an agreed upon rate.

j. User fees to support broader public use of the Fields and Facilities by local residents may be charged by the agency scheduling the event or activity to help offset the expense of operations and maintenance. Increases in user fees are subject to the approval of the governing boards of the jurisdictions.

SBSRD shall collect the revenue associated with field user fees paid by Stakeholders for field use in Fall seasons and

PCMC shall collect the revenue associated with field user fees paid by Stakeholders for field use in Spring seasons.

1. For non-stakeholder reservations requested by constituents residing within the boundaries of PCSD, the scheduling agency will assess resident user fees based upon established fee schedules adopted by their governing board. The scheduling agency will keep revenues.

2. Non-resident, or "out of area" user fees shall be assessed by the scheduling agency based upon established fee schedules adopted by their governing board. The scheduling agency will keep revenues.

k. Where possible, the SBSRD, PCMC and PCSD will pursue opportunities to develop and improve joint use Fields and Facilities to support recreation and athletic programming by all agencies.

l. Special events, including tournaments, are subject to a special event permitting process independent of this Agreement, and the event regulations and rate schedules adopted by SBSRD/Summit County PCMC, and PCSD as amended from time to time.

9. Hold Harmless Indemnification and Insurance.

a. HOLD HARMLESS INDEMNIFICATION:
SBSRD, PCMC and PCSD agree to assume all risks in the operation of their own recreation programs and facilities and will be solely responsible and answerable in damages for any and all accidents or injury to persons or property which arise out of their own programs even if they occur on another party's property. SBSRD agrees to indemnify, hold harmless and defend PCMC and PCSD, their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions or the operation of Basin Recreation's programs on premises specified in the Exhibits attached hereto. PCMC agrees to indemnify, hold harmless and defend SBSRD and PCSD, their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions or the operation of SBSRD

or PCMC programs on premises specified in the Exhibits attached hereto. PCSD agrees to indemnify, hold harmless and defend SBSRD and PCMC, their agents and employees from all claims, damages, demands, actions, costs and charges, including attorney's fees, arising out of or by reason of any of its agents' or employees' acts or omissions or the operation of District programs on premises specified in the Exhibits attached hereto. This indemnity provision shall be valid and enforceable only to the extent of the negligence of the party. The provisions of this section shall survive the expiration or termination of this Agreement. This section supersedes Section 8.0 (a) in the PCMC/PCSD Lease and Agreement for Use dated November, 1990.

b. INSURANCE:
For the duration of this Agreement, each party shall maintain a policy of general liability insurance written on an occurrence basis in an amount of at least $2,000,000 per person and $2,000,000 per incident or occurrence. SBSRD shall be named as an additional insured on the PCMC and PCSD policy. PCMC shall be named as an additional insured on the SBSRD and PCSD policy. PCSD shall be named as an additional insured on the SBSRD and PCMC policy. The 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. A Certificate of Insurance with a 30-day cancellation notice provision to each party shall be provided to each party and shall be maintained continuously during the term of this agreement. Each party may carry whatever additional insurance they deem appropriate. SBSRD will continue to carry building and contents insurance on recreation out-buildings at Ecker Hill Middle School which they operate and maintain. This section supersedes Section 8.0 (b) in the PCMC/PCSD Lease and Agreement for Use dated November, 1990. PCMC will no longer be required to hold Fire and Extended Coverage Insurance on the leasehold improvements.

10. <u>Event and Concession Revenues</u>

a. Ticket prices, if any, for an event or activity will be determined by the event organizer, however the distribution of ticket revenues and responsibility of payment of all taxes, if any, shall be agreed upon between the property owner and event organizer unless otherwise prescribed in the Individual Site Specific Agreements attached as Exhibit C.

b. With permission of the property owner and/or contracted vendor, concessions may be sold at the option of the event or activity organizer, however the distribution of concession revenues and responsibility of payment of all taxes, if any, shall be agreed upon between the property owner, contracted vendor, and event organizer unless otherwise prescribed in the Individual Site Specific Agreements attached as Exhibit C. Event organizers will be required to honor any pre-existing agreements the property owner has in place.

11. Compliance with Applicable Law. When using the Fields and Facilities, each party hereto will comply with all applicable federal, state and local government laws, regulations, and orders. If a specific event or activity scheduled by any party would violate any such law, regulation, or order, all steps necessary to comply therewith will be taken, including canceling the event if compliance is not possible.

12. Suitable Use. The parties will use the Fields and Facilities only in the manner for which they were constructed, and will not make any permanent or substantial physical change to the Fields and Facilities without first obtaining written approval of the SBSRD, PCMC or PCSD as may be appropriate.

13. Term. This Agreement shall be in effect upon its execution by each of the parties hereto for a period of five (5) years. This Agreement will automatically renew for five (5) year terms unless a party gives written notice of its intent to not renew at least six (6) months prior to the expiration of the term. This Agreement will expire no later than December 9, 2046. In the event of any default of any provision of this Agreement, the non-defaulting parties shall give the defaulting party notice of the default, which if not cured within thirty (30) days may constitute grounds for terminating this Agreement. Any uncured default under the SBSRD/PCSD Lease and Joint Use Agreement dated December, 1996, or the PCMC/PCSD Lease and Agreement for Use dated November, 1990 shall be grounds for termination or modification of this Agreement.

14. Cancellation and Termination. It is agreed that any party shall have the privilege, with cause, to cancel and annul this Agreement on one (1) year prior written notice by registered mail, or by personal delivery of written

notice, to the other parties. If any one party chooses to terminate this Agreement, the Agreement will be terminated for all parties. Termination of this Agreement will not cause termination of any other agreement between the parties.

15. Integrated Contract. Except for the SBSRD/PCSD Lease and Joint Use Agreement dated December, 1996, the PCMC/PCSD Lease and Agreement for Use dated November, 1990 and the PCMC/SBSRD Inter-local Cooperative Agreement for Regional Ice Facility dated August, 2004 which expressly remain in force unless specifically modified by the terms of this Agreement, this Agreement represents the agreement between the parties with respect to the facilities and uses addressed by this Agreement. This Agreement only supersedes the aforementioned other joint use agreements or understandings between the parties whether written or oral which are in conflict with the provisions of this Agreement.

16. No Assignment. SBSRD, PCMC and PCSD shall not assign their rights and duties under this Agreement without the prior written consent of the other parties.

17. Modification. There may be no modification of this Agreement, except in writing, signed by all parties and executed with the same formalities as this instrument. New Fields and Facilities will be incorporated by the addition of site specific addenda. The parties acknowledge that over time the needs of each party may change due to population growth and demographic change and therefore the terms of this Agreement will need to be modified from time to time. The parties agree to negotiate in good faith and make necessary amendments to this Agreement to accomplish this intent.

18. Clause Headings. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they appertain.

19. Notice: Any notice required or called for under the terms of this Agreement shall be delivered by personal delivery or registered mail to the following addresses:

Superintendent	District Director	City Manager
PCSD	SBSRD	PCMC
2700 Kearns Blvd.	5715 Trailside Drive	P.O. Box 1480
Park City, UT 84060	Park City, UT 84098	Park City, UT 84060

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

ATTEST:

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT

____
David Kottler, Clerk

____
Jay Burke, Board Chair

PARK CITY MUNICIPAL CORPORATION

____
Janet M. Scott, City Recorder

____
Dana Williams, Mayor

PARK CITY SCHOOL DISTRICT

____
Ray Timothy, Superintendent

____
Moe Hickey, School Board President

APPROVED AS TO FORM:

____
Polly Samuels McLean
Assistant Park City Attorney

Gerald H. Kinghorn,
PARSONS, DAVIES, KINGHORN & HARRIS
Attorney for the Snyderville Basin
Special Recreation District

____
Blake T. Ostler
MACKEY, PRICE, THOMOPSON AND OSTLER
Attorney for the Park City School District

EXHIBIT A

Stakeholders 2012

Field Stakeholders

Adult Soccer Black Diamond Soccer Club
Park City Soccer Club
United Multicultural Sports Association
Park City Youth Lacrosse
Park City High School Lacrosse
Park City High School Summer Baseball
Silver Strikers Fast Pitch Softball
Team Altitude Girls Lacrosse
Park City Rugby
PC Youth Competitive Baseball
Park City Ute (Youth) Conference Football

Ice Arena Stakeholders

Park City Curling Club
Park City Ice Miners
Park City Speed Skating Club
Park City High School Hockey
Figure Skating Club of Park City
Predators Women's Hockey
Pioneers Hockey Club
Park City Moose Hockey Team

EXHIBIT B

Parks Maintenance
Tier System

Purpose: To balance out the use and maintenance of fields without taking away the quality and safety of the fields. To classify fields according to the use, impact of play, and the level of service to maintain turf at a safe maintenance standard.

Tier 1
Description: High expectation and visibility. Demand for a quality play surface is essential for the games to be played. These fields are not to be used as practice areas and will be maintained at the highest safety and aesthetic standards.

Tier 2
Description: Tier 2 fields are commonly used for a variety of purposes. These fields may be used for sports events or even non-sports related events. The parks department will maintain these fields to a public safety standard with a secondary emphasis on maintaining high aesthetic values. These fields may also serve a specific neighborhood for kite flying, Frisbee or other types of non-organized play. These fields may be used as practice sites but would be better used for games.

Tier 3
Description: Tier 3 facilities: There may be a limited capital investment to protect. Works well for practice area. Can be scheduled for games when needed. Maintenance will include monitoring safety and basic upkeep. Playability and turf quality are secondary.

Tier 4
Description: Tier 4 fields are classified as synthetic turf fields. These are fields that can be scheduled for play during inclement weather. These are also suited for intense practice of sports.

EXHIBIT C
INDIVIDUAL SITE SPECIFIC AGREEMENTS

1. TREASURE MOUNTAIN JUNIOR HIGH SCHOOL
2. PARK CITY HIGH SCHOOL FIELD COMPLEX
3. NORTH 40 FIELDS
4. DOZIER FIELD AT PARK CITY HIGH SCHOOL
5. ECKER HILL MIDDLE SCHOOL
6. TRAILSIDE ELEMENTARY SCHOOL
7. JEREMY RANCH ELEMENTARY
8. CITY PARK
9. CREEKSIDE PARK
10. LIBRARY FIELD
11. PARK CITY MUNICIPAL ATHLETIC AND RECREATION CENTER (PC MARC)
12. PARK CITY SPORTS COMPLEX
13. PARK CITY ICE ARENA
14. TRAILSIDE PARK
15. WILLOW CREEK PARK
16. BASIN RECREATION FIELDHOUSE
17. MATT KNOOP MEMORIAL PARK

TREASURE MOUNTAIN JUNIOR HIGH SCHOOL

Lease/Own
PCMC has entered into a long term lease agreement with the PCSD for the use of playing fields and gymnasium use located at Treasure Mountain Junior High School ("TMJH").

Field Maintenance
PCMC shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on TMJH property in good condition and repair, consistent with standards for similar PCMC and PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with field maintenance activities and repairs within the complex. PCMC will pay for the irrigation water for the playing fields.

PCMC will supply necessary field equipment which includes soccer goals, soccer nets and baseball bases for PCSD use. PCMC does not supply game specific equipment for PCSD use.

In the Spring & Fall PCMC will perform initial field set up for PCSD use. If the PCSD wishes to have PCMC perform field preps outside of regular maintenance the PCSD agrees to compensate PCMC for the service at the agreed upon rate.

PCSD will maintain all non-playing field areas and will be responsible for all irrigation water for non-playing field areas.

PCMC shall bear the cost of janitorial services in the restroom building, and trash removal from the complex. PCSD shall bear the costs for repair and maintenance to the restroom infrastructure.

In the Spring and Fall, TMJH physical education teachers will be given the opportunity to review PCMC parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

Field Hours of Use
The PCSD will be assured priority in the use of the recreation fields for official school purposes by permitting the PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities around the times school is in session.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the Utah High School Activities Association, PCMC will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 5:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break which is generally from June 15 to August 15. Outside of the school year PCMC will have exclusive rights to schedule and use the field complex.

Field Scheduling and Coordination
Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with School District policies.

Scheduling during PCMC hours of use will be managed by PCMC in combination with the Fields and Facilities Joint Use Committee and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will make best effort to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

Field Improvements
Neither PCMC nor PCSD shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

PCSD shall have the right to use any PCMC installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

School Facility Maintenance
PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service

PCMC will ensure that school facilities utilized for Park City Recreation Programs will be left in substantially the same condition as existed prior to the scheduled activity. A PCMC staff member will whenever possible request an inspection with the custodian on duty prior to leaving the building.

School Facility Scheduling and Hours of Use
PCSD keeps the master schedule for gymnasiums at TMJH. PCMC will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make TMJH facilities available for use by PCMC on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

PCMC will submit a School Facility Request Form on behalf of SBSRD for purposes of scheduling youth recreation basketball leagues operated by the SBSRD.

TMJH representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to PCMC facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by PCMC for the benefit of the community.

School Facility Improvements
PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior written notification of PCMC so that program adjustments can be made.

Compensation Agreement
PCMC shall be entitled to use gymnasium facilities in the Leased Premises for up to 300 hours per year. PCSD will maintain records showing the actual use of the facilities by PCMC.

PCSD will pay actual utility costs and custodial services for the first 300 hours of gymnasium use. PCMC shall bear the cost of custodial or other support staff, which is required or requested by either PCMC or PCSD in excess of the established work hours of custodial staff.

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field/Facility Events
Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other TMJH school facilities will be scheduled through PCSD.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

PARK CITY HIGH SCHOOL FIELD COMPLEX

Lease/Own

PCMC has entered into a long term lease agreement with the PCSD for the use of playing fields and gymnasium use located at the Park City High School ("PCHS") Field Complex. This lease does not include Dozier Field.

Field Maintenance

PCMC shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on the field complex property in good condition and repair, consistent with standards for similar PCMC and PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with field maintenance activities and repairs within the complex. PCMC will pay for the irrigation water for the playing fields.

PCMC will supply necessary field equipment which includes soccer goals, soccer nets and baseball bases for PCSD use. PCMC does not supply game specific equipment for PCSD use.

In the Spring & Fall PCMC will perform initial field set up for PCSD use. If the PCSD wishes to have PCMC perform field preps outside of regular maintenance the PCSD agrees to compensate PCMC for the service at the agreed upon rate.

PCSD will maintain all non-playing field areas and will be responsible for all irrigation water for non-playing field areas.

PCMC shall bear the cost of janitorial services in the restroom/concession building, and trash removal from the complex. PCSD shall bear the costs for repair and maintenance to the restroom/concession infrastructure.

In the Spring and Fall, PCHS physical education teachers will be given the opportunity to review PCMC parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

Field Hours of Use

The PCSD will be assured priority in the use of the recreation fields for official school purposes by permitting the PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities around the times school is in session.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the Utah High School Activities Association, PCMC will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 5:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. A Non-sessioned school period means the period that school is not in session for summer break which is generally from June 15 to August 15. Outside of the school year PCMC will have exclusive rights to schedule and use the field complex.

Field Scheduling and Coordination

Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with School District policies.

Scheduling during PCMC hours of use will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will make best effort to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

Field Improvements

Neither PCMC nor PCSD shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

PCSD shall have the right to use any PCMC installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

School Facility Maintenance

PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service

PCMC will ensure that school facilities utilized for Park City Recreation Programs will be left in substantially the same condition as existed prior to the scheduled activity. A PCMC staff member will whenever possible request an inspection with the custodian on duty prior to leaving the building.

School Facility Scheduling and Hours of Use

PCSD keeps the master schedule for gymnasiums at PCHS. PCMC will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make PCHS facilities available for use by PCMC on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

PCHS representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to PCMC facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by PCMC for the benefit of the community.

School Facility Improvements
PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior written notification of PCMC so that program adjustments can be made.

Compensation Agreement
PCMC shall be entitled to use gymnasium facilities in the Leased Premises for up to 300 hours per year. PCSD will maintain records showing the actual use of the facilities by PCMC.

PCSD will pay actual utility costs and custodial services for the first 300 hours of gymnasium use. PCMC shall bear the cost of custodial or other support staff, which is required or requested by either PCMC or PCSD in excess of the established work hours of custodial staff.

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field/Facility Events
Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other PCHS school facilities will be scheduled through PCSD.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

NORTH 40 FIELDS

Lease/Own
PCMC has entered into a long term lease agreement with the PCSD for the use of playing fields located at the North 40 Fields.

Field Maintenance
PCMC shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on North 40 property in good condition and repair, consistent with standards for similar PCMC and PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with field maintenance activities and repairs within the complex. PCMC will pay for the irrigation water for the playing fields.

PCMC will supply necessary field equipment which includes soccer goals, and soccer nets for PCSD use. PCMC does not supply game specific equipment for PCSD use.

In the Spring & Fall PCMC will perform initial field set up for PCSD use. If the PCSD wishes to have PCMC perform field preps outside of regular maintenance the PCSD agrees to compensate PCMC for the service at the agreed upon rate.

PCSD will maintain all non-playing field areas and will be responsible for all irrigation water for non-playing field areas.

PCMC shall bear the cost of trash removal from the complex.

In the Spring and Fall, TMJH physical education teachers will be given the opportunity to review PCMC parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

Field Hours of Use
The PCSD will be assured priority in the use of the recreation fields for official school purposes by permitting the PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities around the times school is in session.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the Utah High School Activities Association, PCMC will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 5:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break which is generally from June 15 to August 15. Outside of the school year PCMC will have exclusive rights to schedule and use the field complex.

Field Scheduling and Coordination
Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with School District policies.

Scheduling during PCMC hours of use will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will make best effort to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

Field Improvements
Neither PCMC nor PCSD shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

PCSD shall have the right to use any PCMC installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

Compensation Agreement
PCMC shall be entitled to use gymnasium facilities in the Leased Premises for up to 300 hours per year. PCSD will maintain records showing the actual use of the facilities by PCMC.

PCSD will pay actual utility costs and custodial services for the first 300 hours of gymnasium use. PCMC shall bear the cost of custodial or other support staff, which is required or requested by either PCMC or PCSD in excess of the established work hours of custodial staff.

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field Events
Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing.

DOZIER FIELD AT PCHS

Lease/Own
PCSD owns, operates and maintains Dozier Field at Park City High School. PCSD has agreed to allow PCMC to schedule the facility for community use and recreation programs.

Field Maintenance
PCSD shall keep and maintain the Dozier Field complex and all structures, improvements and equipment which may now or hereafter be on Dozier Field property in good condition and repair, consistent with standards for similar PCSD facilities and the required standards set by the NFHS for UHSAA sanctioned sports.

PCMC will provide all set up, maintenance, and cleaning for any PCMC event. PCMC shall bear the cost of janitorial services in the restroom building and trash removal from the complex after any PCMC sponsored event.

PCSD will provide all set up, maintenance, and cleaning for any PCSD event. PCSD shall bear the cost of janitorial services in the restroom building and trash removal from the complex after any PCSD sponsored event.

PCSD will provide any snow removal at their discretion. PCMC will not provide any snow removal.

PCSD will supply necessary field equipment which includes goals, nets and corner flags for both PCSD and PCMC use. Club sports, such as lacrosse, shall be subject to an additional charge for field fencing.

The concession stand and press box (lights, P.A. system and scoreboard) at Dozier field will not be made available for non-school events other than if PCSD approves use on an event by event basis.

Field Hours of Use
The PCSD will be assured priority in the use of Dozier Fields for official school purposes by permitting the PCSD to reserve space in advance of PCMC or other groups and scheduling PCMC activities around the times school is in session.

Subject to the understanding that all fields of PCSD can be scheduled only by PCSD during school hours or during times that are scheduled for events sponsored by the PCSD or the Utah High School Activities Association, PCMC will schedule use of Dozier Field for those periods not scheduled by PCSD.
Any requests for field lighting must be approved by PCSD.

Field Scheduling and Coordination
PCMC keeps the master schedule for Dozier Field. The Park City School District has scheduling priority on Dozier Field. A “Request for Use of School Facilities” must be filled out and submitted for non-school activities not programmed by PCMC. PCMC will communicate field use schedules to PCSD Athletic Director.

PCSD will schedule all school events through PCSD staff scheduling for each quarter. Remaining open times during non-sessioned school periods will be available for scheduling by PCMC. All scheduling handled by Park City Recreation will be clearly communicated with the PCSD Athletic Director to confirm availability and to give notification to PCSD of use dates.

Compensation Agreement
Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. There will be no charge for PCMC, PCSD or SBSRD sponsored programs approved by PCMC/PCSD.

Any visitor event or special event fees will be collected by PCMC. The collected fees will be split after expenses: 75% to PCMC and 25% to PCSD. Any requests for fee waivers must be agreed to by both PCMC and PCSD.

The fees for above mentioned visitor events are set with agreement between PCMC and PCSD. For Dozier Field, there is an additional fee for use of the “gate” option if an event chooses to charge entry fees. Additional fees apply for field fencing(required for all events and games), and use of the press box, lights and/or concession stand.

Should PCSD want to schedule use of Dozier for a visitor or special event during summer hours or school year evening hours, they will notify Park City Recreation to verify scheduling. PCSD would then take responsibility for contracts, fees and collection, set up, maintenance and clean-up of the event. PCSD would also have the right to waive any fees for use of facility.

Field Improvements
Any improvements needed or desired at Dozier Field will be exclusively handled by PCSD.

Parking
Parking for users at Dozier Field is limited to the parking lots which are marked for parking. The gates on the Lucky John side of the field will not be opened for non-school events unless approved by PCMC and PCSD.

Facility Use Guidelines for Events
Permitting for special events will be restricted to non-school hours during the school year and during non-sessioned school periods and must be approved by PCSD.

Portable fencing is required at this venue for events and games. It is the responsibility of PCSD to set up and remove the fencing.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Special Event Planning Guide for more detailed information on permit processing.

ECKER HILL MIDDLE SCHOOL

Lease/Own.
SBSRD has entered into a long term lease agreement with the PCSD for the use of playfields. In addition, the PCSD will provide to the public reasonable access to the swimming pool at EHMS, which the PCSD owns and maintains, at times that will not conflict with use by PCSD for educational purposes.

Field Maintenance.
SBSRD shall keep and maintain the sports field complex and all structures, improvements and equipment which may now or hereafter be on EHMS property in good condition and repair, consistent with standards for similar SBSRD and PCSD facilities. The SBSRD will pay for all expenses associated with field maintenance activities and repairs within the complex. PCSD will pay for water. Water connections have been established to provide additional water through alternative service providers in the event of a drought or other system failure. The parties will negotiate in good faith to share the expense of additional water.

SBSRD shall bear the cost of janitorial services in the recreation out-buildings, and trash removal from the complex. PCSD will bear the cost of dumpster fees. At such time PCSD believes the impact of garbage generated as a result of field complex activity is in excess of standard dumpster capacity, the parties will agree on the location of an additional dumpster to be paid for at the sole expense of SBSRD.

In the Spring and Fall, EHMS physical education teachers will be given the opportunity to review SBSRD parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with the activities scheduled by the parties.

SBSRD shall bear the cost of winter trails grooming at the Ecker Hill complex for the benefit of students and the public.

Field Hours of Use.
The PCSD will have exclusive use of the field complex from 6:00 a.m. through 4:00 pm, Monday through Friday each week during days that school is in session unless otherwise mutually agreed upon with the SBSRD.

The SBSRD will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 4:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break which is generally from June 15 to August 15 and published school breaks during the academic year.

Field Scheduling and Coordination
Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with School District policies.

Scheduling during SBSRD hours of use will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will make best effort to avoid parking conflicts between school functions and field complex activities through communication of calendars and development of parking plans by designated staff.

Field Improvements.

Neither PCSD nor Basin Recreation shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

In May of 2008, the Park City School Board granted permission to SBSRD to make hardscape improvements in the areas adjacent to bleacher seating and behind backstops. Said improvements to be made at the sole expense of the SBSRD.

In June of 2008, the Park City School Board granted permission to SBSRD for improvement of expanded field space on the south west end of the Pinebrook field. Said improvement to be made at the sole expense of the SBSRD and maintained under the terms of this joint use agreement.

PCSD shall have the right to use any SBSRD installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

Playground

SBSRD will monitor safety and provide weekly inspections and maintenance to the playground equipment and safety surface at no charge to PCSD. Replacement of bark within the fall zone will be provided by SBSRD.

School Facility Maintenance

PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. Repair of joint use areas shared within the school will be in accordance with section 7 of the General Guidelines for Joint Use.

SBSRD will ensure that school facilities utilized for Basin Recreation Programs will be left in substantially the same condition as existed prior to the scheduled activity. A SBSRD staff member will whenever possible request an inspection with the custodian on duty prior to leaving the building.

School Facility Scheduling and Hours of Use

SBSRD and PCMC will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make EHMS facilities available for use by SBSRD and PCMC on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

EHMS representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to SBSRD facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts and to jointly approve programming operated by SBSRD for the benefit of EHMS students.

Aquatic Center

PCSD has adopted the PCSD Administrators' Manual which outlines three priority uses of the Aquatic Center, as follows: (1) District Instructional Facility during the school day; (2) Community Recreation Programs before and after school, evenings, weekends and holidays, and; (3) Home pool for the Park City High School Swimming and Diving Teams.

The Aquatic Center schedule is published on the Park City School District website, listing hours for public programs and activities including, but not limited to, Open Swim, Lap Swim, Master Swim, Tiny Tot, and water fitness classes.

School Facility Improvements

PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior written notification of the SBSRD so that program adjustments can be made.

Compensation Agreement

PCSD will provide SBSRD with use of EHMS School facilities for youth basketball programs and camps held during school break periods at no charge. There will be no charge for other SBSRD programs deemed by the school principal to directly benefit students of EHMS. Consideration of fee waivers for other SBSRD sponsored programs or events approved in response to a facilities request application submitted by SBSRD will be determined on a case by case basis by PCSD.

SBSRD shall bear the cost of custodial or other support staff for their programs, which is required or requested by either SBSRD or PCSD in excess of the established work hours of custodial staff.

At such time PCSD budgets for the resurfacing of the gymnasium floor, PCSD will notify SBSRD so that consideration of a monetary contribution toward the resurfacing may be considered in the budget adopted by the SBSRD.

Field Use Fees will be charged by SBSRD in accordance with fee schedules adopted by the SBSRD. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

SBSRD will utilize Ecker Hill Aquatic Center pool facilities for summer and school break camp activities during open plunge pool hours established by PCSD. SBSRD will pay PCSD on a per participant basis at the established resident rate.

Facility Use Guidelines for Field/Facility Events

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other EHMS school facilities will be scheduled through PCSD.

Basin Recreation and Park City Aquatic Center staff will coordinate in the calendaring of special events and activities in an effort to manage parking demands at this site.

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

TRAILSIDE ELEMENTARY SCHOOL

Lease/Own.
PCSD owns Trailside Elementary facilities.

Field Maintenance.
SBSRD shall maintain the playfields according to field maintenance standards adopted by the SBSRD. The SBSRD will pay for all expenses associated with field maintenance activities and repairs within the playfield area. PCSD will pay for water.

SBSRD will be responsible for trash removal from the playfield area at Trailside Elementary to dumpsters at Trailside Park.

In the Spring and Fall, the Trailside Elementary principal, or designee, will be given the opportunity to review SBSRD parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with physical education, recess activities and special events.

Field Hours of Use.
The PCSD will have exclusive use of the playfields from 6:00 a.m. through 4:00 pm, Monday through Friday each week during days that school is in session unless mutually agreed upon with the SBSRD.

The SBSRD will have exclusive use of the field complex during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 4:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. A non-sessioned school period means the period that school is not in session for summer break which is generally from June 15 to August 15 and published school breaks during the academic year.

Field Scheduling and Coordination
Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with School District policies.

Scheduling during SBSRD hours of use will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will make best effort to avoid parking conflicts between school functions, playfields, and shared parking at Trailside Park through communication of calendars and development of parking plans by designated staff.

Field Improvements.
Neither the District nor Basin Recreation shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

PCSD shall have the right to use any SBSRD installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

School Facility Maintenance
PCSD shall keep and maintain the school facility and equipment which may now or hereafter be on PCSD property in good condition and repair, consistent with standards for similar PCSD facilities. PCSD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. Repair of joint use areas shared within the school will be in accordance with section 7 of the General Guidelines for Joint Use.

SBSRD will ensure that school facilities utilized for Basin Recreation Programs will be left in substantially the same condition as existed prior to the scheduled activity. A SBSRD staff member will whenever possible request an inspection with the custodian on duty prior to leaving the building. SBSRD shall bear the cost of custodial or other support staff for SBSRD programs, which is required or requested by either party in excess of the established work hours of custodial staff.

School Facility Scheduling and Coordination
SBSRD will submit a School Facility Request Form for all activities according to PCSD policy. PCSD will make TSE facilities available for use by SBSRD on a first priority basis after the scheduling requirements for its own programs have been met. PCSD will respond as to the acceptance, denial or changes to each request in a timely manner.

TSE representatives including the principal, physical education teachers and custodial staff will be given the opportunity to review and respond to SBSRD facility use schedules at the beginning of each academic quarter during the school year. The purpose of this review is to avoid foreseeable conflicts.

School Facility Improvements
PCSD shall not commence construction of new facilities, renovation of existing shared use facilities, or demolition of existing shared use structures or improvements without the prior notification of the SBSRD so that program adjustments can be made.

Shared Parking
SBSRD and PCSD mutually agree to allow shared use of parking under the following terms and conditions. PCSD desires to use Property of SBSRD located at 5715 Trailside Drive as a public parking area during PCSD sponsored events. PCSD administrators at Trailside Elementary shall provide 48 hour notice to SBSRD prior to any school event that may require overflow parking. SBSRD desires to use Property of PCSD at Trailside Elementary School as a public parking area at such times the field facility or gymnasium are programmed by the SBSRD after school hours and on weekends and during non-sessioned school periods. The parties are indemnified and held harmless under paragraph 8 of the Joint Use Agreement for Recreation Facilities.

Compensation Agreement
PCSD will provide SBSRD with use of Trailside Elementary school facilities for youth basketball programs and camps held during school break periods at no charge. There will be no charge for other SBSRD programs deemed by the school principal to directly benefit students of Trailside Elementary. Consideration of fee waivers for other SBSRD sponsored programs or events approved in response to a facilities request application submitted by SBSRD will be determined on a case by case basis by PCSD.

SBSRD shall bear the cost of custodial or other support staff, which is required or requested by either SBSRD or PCSD in excess of the established work hours of custodial staff.

Field Use Fees will be charged by SBSRD in accordance with fee schedules adopted by the SBSRD. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field/Facility Events
Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Permitting for special events utilizing other TSE school facilities will be scheduled through PCSD.

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

JEREMY RANCH ELEMENTARY SCHOOL

Lease/Own.
PCSD owns Jeremy Ranch Elementary facilities.

Field Maintenance.
SBSRD shall maintain the playfields according to field maintenance standards adopted by the SBSRD. The SBSRD will pay for all expenses associated with field maintenance activities and repairs within the playfield area. PCSD will pay for water.

SBSRD will be responsible for trash removal from the playfield area to dumpsters at Jeremy Ranch Elementary.

In the Spring and Fall, the Jeremy Ranch Elementary principal, or designee, will be given the opportunity to review SBSRD parks maintenance schedules on a periodic basis and to respond in order to avoid foreseeable conflicts. The parties shall establish a reasonable schedule of maintenance to be conducted during regular business hours and to provide the least interference with physical education, recess activities and special events.

Field Hours of Use.
The PCSD will have exclusive use of the playfields from 6:00 a.m. through 4:00 pm, Monday through Friday each week during days that school is in session unless mutually agreed upon with the SBSRD.

The SBSRD will have exclusive use of the field during all non-school hours during the school year and during non-sessioned school periods. Unless otherwise agreed to by the parties, non-school hours shall mean after 4:00 pm and prior to 6:00 a.m. Monday through Friday and all day Saturday and Sunday. The school year shall mean that period from August 15 to June 15.

Field Scheduling and Coordination
Scheduling during PCSD hours of use will be managed by PCSD personnel in accordance with school district policies.

Scheduling during SBSRD hours of use will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

The parties will make best effort to avoid parking conflicts between school functions and playfields through communication of calendars and development of parking plans by designated staff.

Field Improvements.
Neither the District nor Basin Recreation shall commence construction of new facilities, renovation of existing facilities, or demolition of existing structures or improvements without the prior written consent from the other, which consent shall not be unreasonably withheld.

PCSD shall have the right to use any SBSRD installed facilities and amenities on school property for PCSD purposes during school hours and for scheduled school purposes.

Compensation Agreement

SBSRD shall bear the cost of custodial or other support staff, which is required or requested by either SBSRD or PCSD in excess of the established work hours of custodial staff.

Field Use Fees will be charged by SBSRD in accordance with Interagency Field Use Policies. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD sponsored programs or events approved in response to a field use application submitted by PCSD.

Facility Use Guidelines for Field Events

Permitting for special events utilizing field facilities will be restricted to non-school hours during the school year and during non-sessioned school periods.

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing

Public Access Trail

In August, 2009, the Snyderville Basin Special Recreation District requested that the Park City School Board consider granting a public access easement on their property bordering Bluebird Lane to ensure public access to a new Trailhead and East Canyon Creek Bridge Crossing should the public access through that portion of the PP-50 parcel on Bluebird Lane be blocked. The trailhead project is a cooperative effort between the Snyderville Basin Water Reclamation District and SBSRD.

Advice from legal counsel to the PCSD did not recommend an easement, which would give away a property right, but rather recommended the PCSD Board grant public access in the form of an “Access Agreement” for an undetermined period of time. The Board may revoke the access at any time in the future. It does not require a written agreement but was handled as a School Board action item with the specific requirements spelled out in the motion.

The trail alignment is proposed to depart Bluebird Lane above the PP-50 parcel boundary, and run parallel to the road to the common boundary between PCSD and SBWRD. The alignment will initially be mowed or 'weed-whacked' and the native soil will be smoothed and contoured to form the trail tread and minimize erosion - a “sustainable trail” design.

The trigger for construction will occur at such time the Bluebird Lane access is blocked. At that time the SBSRD would proceed with installation of the 4’ wide trail described above.

BOARD MOTION: To grant public access for an undetermined period of time on an area 20' wide by 306.52’ adjacent to, and running parallel with, Bluebird Lane. The approximately 4' wide single-track trail to be flagged and approved by School District representatives in the field prior to construction with the intent to design the trail to be as close to the road edge as practical. This Access Agreement shall be incorporated as a site specific exhibit to the Agreement for Joint Use of Facilities for Recreation dated May, 2007 whereby the parties agree to indemnify, hold harmless and defend one another, their agents and employees.

CITY PARK

Lease/Own
PCMC owns, operates and maintains City Park.

Maintenance
PCMC shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by PCMC. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

Hours of Use
Each park amenity and facility has various hours of operation. Generally City Park is open dawn to 11 p.m., seven days a week.

Scheduling and Coordination
Scheduling of City Park facilities will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Scheduling of City Park facilities (Skate Park, Pavilions, Gazebo Area, Basketball, Jack Sutton Field, Rugby Field, Volleyball and Tennis Courts) will be managed by Park City Recreation. Other than pavilions, the facilities are not generally available for exclusive use with the exception of special events approved by PCMC and programs sponsored by Park City Recreation.

Improvements
PCMC will be solely responsible for all City Park improvements.

Compensation
City Park facility fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD or SBSRD sponsored programs approved by PCMC in response to a facility use application submitted by PCSD or SBSRD.

Facility Use Guidelines for Events
Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing.

CREEKSIDE PARK

Lease/Own
PCMC owns, operates and maintains Creekside Park.

Maintenance
PCMC shall maintain the dirt jump park, facilities and amenities according to maintenance standards adopted by PCMC. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

Hours of Use
Creekside Park is open dawn to dusk, seven days a week.

Scheduling and Coordination
Dirt Jump Park: Park City Recreation sponsored programs have first priority and are the only entity that is permitted to have exclusive use of the facility. Scheduling will be managed by PCMC.

Playground & Pavilion: These facilities are not available for exclusive use.

Improvements
PCMC will be solely responsible for all Creekside Park improvements.

Compensation
Creekside Park facility fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council.

Facility Use Guidelines for Events
Local and out of area user group events are generally not allowed at this venue.

The facilities are not generally available for exclusive use with the exception of programs sponsored by Park City Recreation.

LIBRARY FIELD

Lease/Own
PCMC owns, operates and maintains the Library Field.

Maintenance
PCMC shall maintain the Library Field to maintenance standards adopted by PCMC. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

Hours of Use
The Library Field is open dawn to dusk, seven days a week.

Scheduling and Coordination
The field is not available for scheduled local or out of area events. The field is unscheduled and open for public use by anyone.

Improvements
PCMC will be solely responsible for all Library Field improvements.

Facility Use Guidelines for Events
Local and out of area user group events are generally not allowed at this venue.

The facilities are not generally available for exclusive use.

PARK CITY MUNICIPAL ATHLETIC AND RECREATION CENTER (PC MARC)

Lease/Own
PCMC owns, operates and maintains the Park City Municipal Athletic and Recreation Center.

Maintenance
PCMC shall keep and maintain the PC MARC facility and equipment in good condition and repair, consistent with standards for similar PCMC facilities. PCMC will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service.

PC MARC Scheduling and Hours of Use
PCMC will establish standard hours of operation. Generally, the PC MARC will be open seven days a week, with reduced hours or full closure on holidays, as noticed.

Scheduling will be managed by PCMC. PCMC programs will have first priority. PCSD along with other stakeholders and local residents will have second priority with outside entities having remaining time on a space available basis.

Improvements
PCMC will be responsible for all PC MARC improvements.

Compensation Agreement
PCMC will provide PCSD with use of the tennis facilities for Park City High School Tennis Teams during approved in-season hours as specified in "scheduling and hours of use," above. The courts may be used for team practices at no charge. PCSD will compensate PCMC for match/tournament play at the per court/per hour resident rate.

Use of the PC MARC by Park City High School Athletics during the off-season, or other than established in-season hours of use will be paid for according to the PC MARC approved fee schedule.

PCMC will provide PCSD with use of facilities for pre-scheduled PCSD gym classes. PCSD will compensate PCMC for facility usage and fees associated with this use.

Consideration of fee waivers for PCSD sponsored programs or events approved in response to a facilities request application submitted by PCSD will be determined on a case by case basis by PCMC.

PCMC will provide SBSRD use of the PC MARC gymnasium at no charge for a maximum of 130 hours during the months of October through February. This use is for Bitty & Jr. Jazz youth basketball programs.

PC MARC facility fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council.

Facility Use Guidelines for Events

The regular and routine business of the PC MARC, Recreation Department and PCMC shall receive primary use including but not limited to open or drop-in play, tournaments, organized programs and community sponsored celebrations.

Additional uses prioritized as follows:

1. Community events or celebrations held specifically for residents of the Park City School District.
2. Fundraising activities held to benefit local non-profit organizations
3. Outside uses that would be of a public nature and have an economic benefit to PCMC
4. Outside private uses with restricted admission that would have an economic benefit to the City.

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

PARK CITY SPORTS COMPLEX

Field Lease/Own.
PCMC owns, operates and maintains Park City Sports Complex.

Field Maintenance.
PCMC shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by PCMC which meet the required standards set by the NFHS for UHSAA sanctioned sports. PCMC will pay for all expenses associated with park maintenance activities, repairs and water.

Budget permitting, PCMC, SBSRD and PCSD, in cooperation with stakeholders desiring to use the field for early spring play, agree to fund the removal of snow from the Sportexe field to maximize its use. PCMC, SBSRD and PCSD will jointly evaluate the direct cost of snow removal annually in order for the parties to plan and budget for the service.

Field Hours of Use.
Park City Sports Complex has four fields of which two have lights. The non-lighted fields will be open from dawn to dusk and the two lighted fields will be open from dawn to 11 p.m., seven days a week.

Lighting Management Plan - Park City Recreation Complex – Adopted 8-16-06

The sports lights on fields C and D at the Complex will be operated by the Recreation Complex Manager. During daylight savings hours (March to October) no games will be scheduled past 9 PM in the evening, where the game should be completed at approximately 10 PM. The lights will be turned off one half hour after the last game, and no later than 11 PM . From November through February the Sportexe field may be cleared of snow and available for use. If field lights are needed then they must be turned off a half hour after the last scheduled use and no later than 8 PM.

The parking lot lights are arranged on the site to provide the minimum lighting necessary for ingress and egress to the buildings. The lights at the Ice Rink parking lot and overflow lot will be used every night throughout the year. The lower lots and lights will be used as determined by the Recreation Complex Manager.

The management of all of the lights at the Recreation Complex are subject to change by the Police Chief, Chief Building Inspector, Fire Marshall, Fire Chief, City Attorney, City Manager, and/or City Council and as may be regulated for use by any Federal, State or City codes and ordinances.

Field Scheduling and Coordination
Scheduling of field facilities will be managed by PCMC in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Field Improvements.

PCMC will be solely responsible for all Park City Sports Complex improvements.

Field Compensation

Field Use Fees will be charged by PCMC in accordance with fee schedules adopted by the Park City Council. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD or SBSRD sponsored programs approved by PCMC in response to a field use application submitted by PCSD or SBSRD. PCMC acknowledges the $50,000 gift from the PCSD to help complete the Sportexe field.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue.

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

PARK CITY ICE ARENA

Lease/Own.
PCMC owns, operates and maintains the Park City Ice Arena in accordance with the Inter-local Cooperative Agreement for Regional Ice Facility with the SBSRD.

Maintenance.
PCMC shall keep and maintain the Ice Arena and equipment in good condition and repair, consistent with standards for similar PCMC facilities. PCMC will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service.

Scheduling and Hours of Use.
PCMC will establish standard hours of operation. Generally, the Ice Arena will be open seven days a week, with possible reduced hours or full closure on holidays, as noticed.

Scheduling will be managed by PCMC. PCMC programs will have first priority after events are scheduled. Events are of a short duration and are activities that don't normally occur at the arena. Stakeholders and local residents will have second priority with youth programs scheduled into prime time hours (Weekdays 3pm – 9pm Weekends 6am – 9pm). Outside entities having remaining time on a space available basis.

Ice programs and ice events sponsored by the facility will take priority during the main season, September through March. All events must comply with the deed restrictions of this property requiring use to be recreational or educational, and with the Ice Strategic Plan adopted by City Council Fall 2010.

Improvements.
PCMC will be responsible for all Ice Arena improvements.

Compensation Agreement
Use of the Ice Arena by those who live or work in Summit County qualifies for local resident rates. Residents of Wasatch Counties also qualify for local rates.

Under the terms of the Interlocal Agreement for Ice, SBSRD will make an annual contribution of $50,000 per year to the Capital Replacement Reserve Fund.

Use of the Ice Arena by Park City School groups will be paid for according to the Park City Ice Arena approved fee schedule.

PCMC will provide PCSD with use of facilities for pre-scheduled PCSD gym classes. PCSD will compensate PCMC for facility usage according to the Park City Ice Arena approved fee schedule.

Consideration of fee waivers for PCSD sponsored programs or events approved in response to a facilities request application submitted by PCSD will be determined on a case by case basis by PCMC.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue.

Events will limited to one per month during the peak season (October – March). Events creating significant program interruption will be limited to non-peak seasons (April – September).

Refer to the PCMC Event Planning Guide for more detailed information on permit processing

TRAILSIDE PARK

Lease/Own.
SBSRD owns, operates and maintains Trailside Park.

Maintenance.
SBSRD shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by the SBSRD. The SBSRD will pay for all expenses associated with park maintenance activities, repairs and water.

Hours of Use.
Trailside Park is open dawn to dusk, seven days a week.

Meeting rooms are available 7 am to 10 pm, seven days a week.

Scheduling and Coordination
Scheduling of field facilities will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Scheduling of the Trailside Park facilities (Bike Park, Skate Park, Pavilions, Tennis and Volleyball courts) will be managed by SBSRD. Other than pavilions, the facilities are not generally available for exclusive use with the exception of special events approved by SBSRD.

PCSD and PCMC may submit a Trailside Meeting Room Request Form for community education based activities according to SRSRD policy. SBSRD will make Trailside meeting facilities available for use by PCSD and PCMC on a space available basis after the scheduling requirements for SBSRD programs have been met. SBSRD will respond as to the acceptance, denial or changes to each request in a timely manner.

Shared Parking
PCSD and SBSRD will make best effort to avoid parking conflicts between park functions, school functions and shared parking at Trailside Park and/or Trailside Elementary through communication of calendars and development of parking plans by designated staff. PCSD and SBSRD mutually agree to allow shared use of parking under the following terms and conditions. PCSD desires to use Property of SBSRD located at 5715 Trailside Drive as a public parking area during PCSD sponsored events. PCSD administrators at Trailside Elementary shall provide 48 hours notice to SBSRD prior to any school event that may require overflow parking. The parties are indemnified and held harmless under paragraph 8 of the Joint Use Agreement for Recreation Facilities.

Improvements.
SBSRD will be solely responsible for all Trailside Park improvements, subject to the Summit County Conditional Use Permit process.

Compensation

Field Use Fees will be charged by SBSRD in accordance with schedules adopted by the SBSRD. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD or PCMC sponsored programs approved by SBSRD in response to a field use application submitted by PCSD or PCMC.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

WILLOW CREEK PARK

Lease/Own.
SBSRD owns, operates and maintains Willow Creek Park.

Maintenance.
SBSRD shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by the SBSRD. The SBSRD will pay for all expenses associated with park maintenance activities, repairs and water.

SBSRD maintains the winter trails grooming program in and around Willow Creek Park. Budget and weather permitting, SBSRD maintains a portion of the one acre pond for ice skating.

Hours of Use.
Willow Creek Park is open dawn to dusk, 7 days a week.
Ice skating/winter pond use/ Nordic skiing is free and open to the public.

Scheduling and Coordination
Scheduling will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Improvements.
SBSRD will be solely responsible for all Willow Creek Park improvements, subject to the Summit County Conditional Use Permit process.

Compensation
Field Use Fees will be charged by SBSRD in accordance with schedules adopted by the SBSRD. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD or PCMC sponsored programs approved by SBSRD in response to a field use application submitted by PCSD or PCMC.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue, however no two out of area user group events will be programmed at this venue on back to back weekends.

Due to the proximity of the community-wide trail system at this venue, park and trail events will be managed to avoid potential conflicts.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

BASIN RECREATION FIELD HOUSE

Lease/Own.
SBSRD owns, operates and maintains the Basin Recreation Field House.

Maintenance.
SBSRD shall keep and maintain the Field House facility and equipment which may now or hereafter be on SBSRD property in good condition and repair, consistent with standards for similar SBSRD facilities. SBSRD will pay for all expenses associated with utilities, garbage collection, and standard duties and hours of custodial service. Repair of damages that may occur during activities scheduled by PCSD or PCMC will be in accordance with section 7 of the General Guidelines for Joint Use.

Field House Scheduling and Hours of Use.
SBSRD will establish standard hours of operation. Generally, the Field House will be open seven days a week, with reduced hours or full closure on holidays, as noticed.

Scheduling will be managed by SBSRD. SBSRD programs will have first priority. PCSD along with other stakeholders and local residents will have second priority with outside entities having remaining time on a space available basis.

During the first quarter of the school year, a SBSRD Field House representative will meet with the PCSD High School Athletic Director or designee to review and respond to PSCD facility use schedule requests for the current academic year. The purpose of this review is to accommodate in season High School Athletic program practices during the hours of 3:00 – 5pm, Monday through Thursday. The High School Athletic Director will be responsible for allocating time to in-season PCHS sanctioned sports.

Improvements.
SBSRD will be responsible for all Field House improvements.

Compensation Agreement
SBSRD will provide PCSD with use of Field House facilities for Park City High School Athletics at no charge during approved in-season hours as specified in "scheduling and hours of use," above.

Use of the Field House by High School Athletics during the off-season, or other than established in season hours of use will be paid for according to the stakeholder fee schedule adopted by SBSRD at the lowest user rate.

SBSRD will provide PCSD with use of Field House facilities for the pre-scheduled PCSD Fifth Grade Track Meet, or for a "rain out" venue on a space available basis at no charge.

Consideration of fee waivers for other PCSD sponsored programs or events approved in response to a facilities request application submitted by PCSD will be determined on a case by case basis by SBSRD.

SBSRD will provide PCMC with use of Field House facilities as a “rain out’ venue on a space available basis at no charge.

SBSRD will support the PCSD Park City High Post High School Special Education Program for students with disabilities use of facilities and job training program at no charge to the PCSD or program participants.

<u>Facility Use Guidelines for Events</u>

1. Programs and special events sponsored by SBSRD will take first priority.
    a. In accordance with CC&R’s of the Newpark Development, SBSRD will utilize the Fieldhouse facility for a minimum of ten days per calendar year for non-athletic events such as concerts and conventions.

2. Reservations for Stakeholder activities will take second priority.
    a. Stakeholder activities may be submitted on an ongoing basis and will be scheduled according to space availability and user history.

    b. Tournaments and qualified special events may be scheduled up to 24 months in advance, in accordance with special events application and review polices set forth in paragraph 5 below.

3. Reservations for Local Private Groups (non-stakeholders) will take third priority.
    a. Scheduling requests may be submitted up to four months in advance. Schedules will be confirmed within two weeks of the time the reservation is submitted.

4. Reservations for Out of Area Private Groups will take fourth priority.
    a. Reservations for non-resident groups may be submitted up to three months in advance. Schedules will be confirmed within two weeks of the time the reservation is submitted.

5. Special Events Application and Review Policies.
    a. Application for Special Events must be submitted no less than 120 days prior to the day of the event.
    b. Applications will not be considered more than 24 months in advance.
    c. The Fieldhouse Coordinator may reject the application if it is determined to be in conflict with historically high demand days, dates, and/or times when the facility is being used for its intended purpose in serving District constituents.
    d. The application may be recommended for further review by the Fieldhouse Coordinator in the following order:
        1. SBSRD Board
        2. Newpark Owner’s Association Review Committee
        3. Park City Fire District
        4. Summit County Planning for applicable permitting when a request is made for any of the following: temporary structures such as tenting, outdoor vendors, banners, exterior lighting, parking demand in excess of space available, and high traffic volumes.

e. A favorable decision on the application will not be made until the applicant has acknowledged that they are able to comply with all stipulations set forth in the review for the Special Event use.

MATT KNOOP MEMORIAL PARK

Lease/Own.
SBSRD owns, operates and maintains Matt Knoop Memorial Park.

Maintenance.
SBSRD shall maintain the sports fields and facilities and amenities according to maintenance standards adopted by the SBSRD. The SBSRD will pay for all expenses associated with park maintenance activities, repairs and water.

SBSRD maintains the winter trails grooming program in and around Matt Knoop Memorial Park.

Hours of Use.
Matt Knoop Memorial Park is open dawn to dusk, 7 days a week.
Nordic skiing is free and open to the public.

Scheduling and Coordination
Scheduling will be managed by SBSRD in combination with the Joint Use Committee for Fields and in accordance with Interagency Field Use Policies adopted by the parties.

Improvements.
SBSRD will be solely responsible for all Matt Knoop Memorial Park improvements, subject to the applicable Summit County permit process.

Compensation
Field Use Fees will be charged by SBSRD in accordance with schedules adopted by the SBSRD. Revenues will be used to for upkeep of field facilities. There will be no charge for PCSD or PCMC sponsored programs approved by SBSRD in response to a field use application submitted by PCSD or PCMC.

Facility Use Guidelines for Events

Local and out of area user group events are appropriate at this venue, however no two out of area user group events will be programmed at this venue on back to back weekends.

Due to the proximity of the community-wide trail system at this venue, park and trail events will be managed to avoid potential conflicts.

Refer to the SBSRD Event Planning Guide for more detailed information on permit processing.

INTERAGENCY FIELD USE POLICIES April 2012

Definitions

1. Field Agencies: Those organizations who own, operate and maintain fields in Park City and the Snyderville Basin:
   (For a complete listing of field inventory see Exhibit D1.)

   Park City School District
   Snyderville Basin Special Recreation District
   Park City Municipal Corporation Recreation Services

2. Interlocal Agreement and Joint Use Agreements: An agreement between two (or more) Field Agencies which govern site specific field use policies including, but not limited to application procedures, priority of use, hours of operation and field maintenance responsibilities.

3. Joint Use Committee: A committee comprised of two representatives of each Field Agency, appointed by their respective governing boards, to monitor and make determinations of best management practices related to field use.

4. "Local" User: Groups with a Park City area mailing address, 84060, 84068 and/or 84098. Local Club sports, established as "stakeholders" participating in league play must demonstrate to the Field Agencies that 75% of participants reside within the Park City School District boundaries.

5. "Out of Area" User: Day visitors and corporate groups based outside the boundaries of the Field Agencies.) Out of Area Users must apply under the Special Event Application and pay applicable fees.

6. Season: The Field Agencies define the playing season for local sport field use as any consecutive four month time period between mid-April through the third week of October, subject to spring and fall weather conditions. Generally, spring/summer season is mid-April through mid-July, summer season is mid-July through mid-October. Reservations will be considered during this time.

7. Field Rest: A program in which a field may be taken out of play for at least one season or until the field is deemed playable by the Field Agency, up to a maximum length of one year. Rest will be recommended when a field is identified as overused, after all attempts at coring, seeding and other practices have not produced "acceptable grass coverage" because there is not sufficient time for grass to reestablish and mature.

8. Acceptable Grass Coverage. Determination of acceptable grass coverage is based on visual and technical assessment that evaluates turf density, color, cut, moisture level and compaction. If there is dirt showing, the density of the grass has been reduced to an unacceptable level and field rest or remediation is recommended.

9. Tier System. The classification of fields by the Field Agencies according to the use, expectation, and impact of play. Parks and Recreation staff will review field classifications annually. Resource allocation can be expected to vary between tiers. The Tier System is designed to selectively raise

the quality of specific fields through limited programming and public education. To which this is an exhibit Joint Use Agreement between SBSRD, PCSD, PCMC, amended April, 2012.

10. Cancellation Matrix. A decision matrix designed to establish consistency between the Field Agencies in considering alternative courses of action prior to the decision to cancel a scheduled game due to inclement weather (attached as Exhibit D2). The Field Agencies acknowledge variations between the venues that may factor into the decision, including micro-climates and field drainage.

Purpose

The Field Agencies established these policies to guide Parks and Recreation personnel in field management practices. The Field Agencies may alter, change, and add any rules they deem necessary to provide all citizens and field user groups of the greater Park City area high quality facilities and to protect the public. Failure to follow these policies or any Field Agency policy could result in the field user group being held financially responsible for damages, or the loss of reservation privileges and facility use.

General Policies

1. Reservation policies for field use are site specific and may be governed by Interlocal agreements or joint use agreements between the Field Agencies.

2. The Field Agencies believe that it is in the best interest of all field users to define scheduling priorities for use of fields.

    2.a. Programs and special events sponsored by the Field Agency(s) will take first priority.

    2.b. Local club sports (stakeholders) and local private groups will take second priority.

        2.b.1. Reservations for local private groups may be submitted no earlier than the first of January. Schedules will be confirmed no earlier than March 15th. Tournaments and qualified special events may be scheduled up to one year in advance through the Special Event Application, or as otherwise provided for in contracts negotiated with the Field Agency(s). It is the policy of the Field Agencies to consider the prior year's field use history for special events, recreation programs and local club practice and game schedules

        2.b.2. Reservations for local club sport practice and games may be submitted to the Field Agencies when schedules become available to the local club. It is the responsibility of each club to provide game schedules to the entity overseeing the fields it will be using. Schedules will be confirmed within seven working days of the request, provided that seasonal fees have been paid by the club.

2.b.3. Generally, club sports considered to be in their "competitive season" will take priority over those requesting reservations "off-season."

2.b.4. Scheduled games will take priority over practices.

2.c. " Out of area" groups will take third priority.

2.c.1. Reservations for out of area groups will be taken by the Field Agencies beginning the first week of March, during regular business hours and confirmed by March 30.

2.c.2 If an out of area group has been recognized as a contributor to economic development of the greater Park City area, special consideration may be given for advanced bookings negotiated between one or more Field Agencies, subject to the approval of each jurisdictional authority.

2.d. Unscheduled play will be on a "first come, first served" basis.

3. A Field Use Application and Agreement must be submitted to the Field Agency(s) at the time the reservation is made. Payment must be made at the time of reservation confirmation.

3.a. Separate application and applicable payment must be made to reserve Park pavilions and/or to schedule a special event, including tournaments.

4. Proof of local status is required for advanced reservations and to qualify for local user fees.

5. All groups are encouraged to schedule their field use time realistically, allowing for sufficient warm up periods and consideration for game "over time."

6. In an effort to maintain optimum sport field conditions, it is the policy of the Field Agencies to establish field rotation schedules and enforce periods of "rest" for field facilities.

6.a. The Joint Use Committee established by the Agencies, in consultation with the Programming subcommittee established by the Agencies, will determine field rotation schedules based on reservation requests, impact and utilization of field user groups.

6.b. Practice areas may be established by the Field Agencies for the purpose of preventing game field damage due to overuse. Stakeholders scheduling practices between league play will be directed to designated practice areas to preserve condition of the game field.

6.c. Reservation schedules will respect those fields classified at rest.

6.d. Local users found in violation of rest periods may lose reservation privileges.

6.e. It is the policy of Field Agencies to schedule periods of maintenance for field facilities during regular business hours.

6.e.1. Field maintenance activities on Park City School District joint use fields will be coordinated between parks maintenance personnel, physical education teachers, and after school athletic program representatives in the interest of safety and in order to reduce user conflict.

6.f. The established maintenance/prep window between special events is site specific. Up to three days may be set aside, depending on the nature of the event, for purposes of mowing, pressure washing, placement of trash receptacles/removal of trash, irrigation check and adjustments, stocking of restroom supplies, field lining/prep, and safety checks (goals, bleachers, etc)

8. The Field Agencies have adopted the cancellation policies set forth below.

8.a. Field reservations may be canceled by the scheduling party up until 7 days in advance of play without penalty. Cancellation within 7 days will result in forfeiture of the reservation fee. Refunds will NOT be returned to Applicants who do not use their reservation and fail to cancel as stipulated above.

8.a.1. The cancellation provision stated in 8.a. does not apply to local club sports having pre-scheduled their competitive season with the Field Agencies.

8.b. Reservations may be canceled by the Field Agencies at any time due to wet field conditions that (a) are considered to be "hazardous" to participants, or; (b) may result in excessive turf damage, according to the decision matrix attached as Exhibit B.

8.b.1. The Field User and/or its coach(s) shall check each field for safety before its use, and shall not permit play under conditions which are unsafe. The user shall promptly notify the Field Agency of any unsafe conditions.

8.b.2. In the case of wet turf conditions, it will be the responsibility of the Field Agency designee to assess field conditions and determine if play is allowed according to the cancellation matrix (Exhibit B). The decision of the Field Agency designee will be final.

8.b.2.1. Field cancellation decisions will factor in the importance of the game (i.e., playoff, or other need to complete the game), travel distance, and timing of closure in relation to game time and travel distance.

8.b.3. It is the responsibility of the game official to make decisions related to field safety/playability, according to the standards of the sport.

8.c. Re-scheduling of any game or event is the responsibility of the user. The reservation holder is encouraged to call as soon as possible to determine available dates. Generally, confirmed field reservations take priority over games or events to be rescheduled. Games or events to be rescheduled will take priority over field time reserved for practices.

8.d. Generally, reschedules take place with the same priority as original scheduling.

8.e. A local user group may request a variance from the Field Use Policies. In consideration of the request, the Field Agency(s) may agree annually to certain terms to confirm the provisions of field reservations, guarantees, inspections, use restrictions, insurance, damage deposit and financial responsibility for turf repair associated with use of fields during poor weather conditions by the user group during their season.

9. In the event of a rain delay or other scheduling conflict due to unforeseen circumstances, a reasonable amount of time will be granted for game completion. Delays in accessing field due to weather or field conditions will generally move all schedules by the amount of original delay. It will be up to the scheduling parties, be they public recreation program, school group, club sport, or private party, to use best effort in negotiating a compromise acceptable to all parties on site.

10. It is the policy of the Field Agencies to assess fees in an effort to offset direct costs of field operations and maintenance. Field use fees adopted by the Field Agencies will be published annually. For field reservations outside of scheduled league play, the following policies will apply.

10.a. Fees are assessed according to the fee schedule and are due within seven days of confirmation. No refunds will be granted for reserved time that goes unused.

10.b. A security deposit of one half the total rental fee will be required for special events and tournaments and will be due with confirmation of the application.

10.c. Person(s) securing a reservation will be responsible for clean-up, breakage, damage or vandalism. An additional fee will be charged for damage or additional staff clean-up as needed.

10.d. Refunds will be granted in the event the reservation is canceled by the Field Agency, or when the game is called by the officiating referee.

10.e. Church and civic groups are subject to the same "Local" and "Out of Area" user fees published in the Parks Fee Schedule. Fee waivers are up to each individual Field Agency.

10.f. Individuals or groups who wish to use the facilities to host tournaments, camps or special events shall follow the application and permitting process established by the Field Agency(s) as detailed in the Site-Specific Policies (Exhibit A).

11. Regulations.

11.a. <u>Hours of Use.</u> Parks are open for use during daylight hours or extended hours if the park has lights, as published in the Site-Specific Policies (Exhibit A). No reservations will be made before or after these times.

11.b. Supervision. All persons using the fields shall be supervised by the User, or designee, at all times covered by the Field Agreement. Supervisors(s) must identify themselves as such to Field Agency personnel when asked.

11.c. Conduct. No person shall engage in fighting, riotous, threatening or indecent conduct or use any abusive, threatening, profane or indecent language while on property of the Field Agencies. Verbal or physical abuse of Field Agency staff, coaches, players, game officials and spectators associated with the various users will not be permitted. Anyone violating this regulation will be asked to leave the grounds immediately and future use may be jeopardized.

11.d. Field modifications. Any modification to the fields must first be approved by the Field Agency, including but not limited to placement of soccer goals, changing the shape of fields, or setting up of any temporary or permanent structures. All temporary shade structures must be approved by the Field Agencies and properly secured to the ground with either stakes or sandbags. Staking of temporary tents is prohibited on synthetic fields.

11.e. Damage and Clean up. The User shall require that all persons it is responsible for (coaches, players, spectators, and others) use the fields in a safe, prudent, and responsible manner and only for their usual and intended purpose. The User shall be liable for any damage (other than ordinary wear and tear) resulting to the fields, including pavilions, restrooms and improvements adjacent to the fields by either the User or the persons it is responsible for supervising. The User shall leave the fields in a clean and orderly condition. All trash shall be disposed of properly and all equipment shall be returned to its designated location.

11 f. Sponsorship. The User shall not represent or imply that the Field Agency in any way sponsors, supports, or endorses the activity for which the fields are to be used without the express written consent of the governing board of Field Agency, or designee. All sponsorship signage must be approved by the individual Field Agency.

11.g. Concessions. All concessions and fund-raising activities conducted on or adjacent to fields rented in this agreement shall be subject to licensing and permitting through Summit County or Park City Municipal Corporation, depending on the venue.

11.h. Alcohol and Tobacco. Alcoholic beverages are prohibited at all School District complexes.

11.i. Drugs. No person shall possess or use any illegal drugs within boundaries of any Field Agency.

11.j. Pets. Users will respect the facilities and its users by keeping all pets off the game field. Dogs must be leashed or under the control of the owner. Dogs may not be tethered to trees or park equipment. Pet owners are responsible for clean up after their animal. An off leash area is provided at Trailside Park and the Park City Sports Complex. No pets are permitted on synthetic turf fields.

11.k. Noise. The permit does not grant permission to amplify sound or music. Special permission may be granted by the Field Agencies based on the type of event, time and place an event occurs. No noise may exceed applicable noise ordinances.

11.l. Parking. Parking is not exclusive to permit holders. No parking is allowed on grass. Cars parked in posted fire lanes or bus turnouts will be ticketed or towed.

11.m. Fires. Fires within boundaries of the Field Agencies are prohibited, with the exception of propane barbecues or in pavilion areas where grills are built in.

11 n. Lightning. Field users should exercise discretion in the presence of lightning and seek shelter in automobiles or nearby buildings. Do not seek shelter from lightning under metal pavilions.

11.o. Lost and Found The Field Agencies are not responsible for personal property that is lost or stolen. A "lost and found" is maintained by each Field Agency. Items will be kept a maximum of 30 days.

SUGGESTIONS FOR IMPROVING OUR RESERVATION SYSTEM, PARK USE, FACILITIES, OR OUR SERVICE LEVEL ARE WELCOME.

www.basinrecreation.org **www.parkcityrecreation.org** **www.pcschools.ut.us**

Site Specific Policies

Ecker Hill Middle School , Trailside Elementary School, Jeremy Ranch Elementary School

Field use at the Ecker Hill Middle School is governed by an Interlocal Agreement between Snyderville Basin Special Recreation District and Park City School District. Field Use at Trailside and Jeremy Ranch Elementary Schools are governed by the Joint Use Agreement for Recreation.

Once schedules are approved by the Joint Use Committee for any particular period, that schedule shall supersede the calendaring priorities below.

The Park City School District has scheduling priority on all four fields from 6:00 am through 4:30 pm, Monday through Friday each week during the school year (August 15-June 15). During this time period, a "Request for Use of School Facilities" must be filled out and submitted by the fifth of the month one month prior to usage. For more information, call (435) 645-5600.

The School District will refer reservation requests for "non-school" hours at Ecker Hill Middle School to the SBSRD for calendaring and collection of fees.

The Snyderville Basin Special Recreation District has scheduling priority on all four fields from 4:30 pm - 6:00 am, Monday through Friday, and all day Saturday and Sunday during the school year. The Recreation District also has scheduling priority during school vacations.

A "Field Use Application" must be filled out and submitted to the Snyderville Basin Special Recreation District to reserve field space for practices and standard game schedules.

An "Event Application" must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

Consider yourselves guests of the School District and act accordingly. At no time should vehicles enter a schoolyard during school hours, unless permission is granted by Park City School District. All vehicles shall remain in areas designated as school parking. No parking is allowed on grass. Fire lanes are strictly enforced. Failure to comply with this regulation could result in loss of field use for all leagues.

Note: Alcohol and tobacco are prohibited at these sites.

Trailside Park , Willow Creek Park, Matt Knoop Memorial Park

Trailside Park, Willow Creek Park and Matt Knoop Memorial Park are owned, operated and maintained by Snyderville Basin Special Recreation District. A "Field Use Application" must be filled out and submitted to the SBSRD to reserve field space for practices and standard game schedules. An "Event Application" must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

In accordance with Summit County Ordinance #309, Section 27, no person shall possess or use any alcoholic beverages within the park area except as allowed by a permit issued by the County Commission and with the prior written approval of the SBSRD.

City Park, Park City Sports Complex

City Park and Park City Sports Complex are owned, operated and maintained by Park City Municipal Corporation. A "Field Use Application" must be filled out and submitted to the Park City Recreation to reserve field space for practices and game schedules. A "Special Event Application" and "Master Festival License" must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

All concessions and fund-raising activities conducted on or adjacent to Park City fields rented shall be subject to licensing and permitting through Park City Municipal Corporation.

Alcohol is not permitted at youth activities.

The following rules apply to the artificial turf field at Park City Sports Complex:
Remove mud from shoes prior to entering artificial turf field. No dogs allowed. Tobacco products, sunflower seeds, and gum are prohibited. Tents and shades are prohibited unless anchored by sandbags (no stakes). Golfing is prohibited.

Park City High School , Treasure Mountain Junior High School, North 40

Field use at Park City High School, TMJH and North 40 fields are governed by an Interlocal Agreement between Park City Municipal Corporation and the Park City School District.

All High School Athletic events are scheduled first and those schedules shall supersede the calendaring priorities below.

The Park City School District has scheduling priority on all PCHS, TMJH and North 40 fields from 6:00 am through 4:30 pm, Monday through Friday each week during the school year (August 15-June 15). During this time period, a "Request for Use of School Facilities" must be filled out and submitted by the fifth of the month one month prior to usage. For more information, call (435) 645-5600.

The School District will refer reservation requests for "non-school" hours at Park City High School, TMJH and North 40 fields to Park City Recreation for calendaring and collection of fees.

Park City Recreation has scheduling priority on all PCHS, TMJH and North 40 fields from 4:30 pm - 6:00 am, Monday through Friday, and all day Saturday and Sunday during the school year. Park City Recreation also has scheduling priority during school vacations.

A “Field Use Application” must be filled out and submitted to Park City Recreation to reserve field space for practices and standard game schedules.

A “Special Event Application” or “Master Festival License” must be filled out for those facility uses, such as tournaments, camps or special events, which exceed standard field use applications.

Consider yourselves guests of the School District and act accordingly. At no time should vehicles enter a schoolyard during school hours, unless permission is granted by Park City School District. All vehicles shall remain in areas designated as school parking. No parking is allowed on grass. Fire lanes are strictly enforced. Failure to comply with this regulation could result in loss of field use for all leagues.

Note: Alcohol and tobacco are prohibited at these sites.

Dozier Field at PCHS

Field use at Park City High School’s Dozier Field is governed by the Park City School District. Synthetic turf requires special care therefore use of Dozier Field is carefully evaluated and monitored annually. The Park City School District scheduling administrator and the Park City High School Administration will conduct an annual review in determining what uses can be accommodated.

Priority 1 uses: UHSAA-PCHS sports activities for afterschool use (including practices and games), PCHS physical education classes and other high school events.

Priority 2 uses: Non-UHSAA PCHS club athletic teams (such as lacrosse), PCMC/SBSRD sponsored athletic games and practices, and community sponsored club sports.

Priority 3 uses: Other school district and community uses will be evaluated on an individual basis by the PCHS administration in conjunction with the PCSD Buildings and Grounds supervisor.

Uses not authorized: Any activity, including high school classes and teams that would require use of unauthorized equipment that could damage the synthetic turf surface, or any uses that can better be accommodated a different location.

Parking for users at Dozier Field is limited to the parking lots which are marked for parking. Cars parked on the horseshoe (fire lane) at the back side of the High School will be towed. The gates on the Lucky John side of the field will not be opened for non-school events. Participants should not park on Lucky John Drive without permission of PCMC and PCSD.

The following rules apply to the artificial turf field at Dozier Field:
Remove mud from shoes prior to entering artificial turf field. No dogs allowed. Alcohol, tobacco products, sunflower seeds, and gum are prohibited. Tents and shades are prohibited (no stakes). Golfing is prohibited.

Note: Alcohol and tobacco are prohibited at this site.

EXHIBIT D1 - FIELD INVENTORY

Facilities by location are summarized below. This inventory includes all possible fields and use designations at a given site. Thus, even though a location may be listed with soccer, football and baseball facilities, or several size soccer fields, it is not always possible for these to be used concurrently as the field often overlap and are slated for multiple purposes. The particular configuration of fields vary by season.

SNYDERVILLE BASIN RECREATION DISTRICT SITES:

Trailside Park

- 2 full size soccer fields

Willow Creek Park

- 3 full size soccer/multiuse fields

Matt Knoop Memorial Park

- 1 full size artificial turf soccer/multi-use field

PARK CITY SCHOOL DISTRICT/BASIN RECREATION DISTRICT SITES:

Ecker Hill Middle School

- 2 youth baseball/adult softball
- 5 full size soccer fields
- 3 football fields

Trailside Elementary

- 1 youth baseball/softball field
- 1 practice/multiuse field, 90 x 60 yds

Jeremy Ranch Elementary

- 1 U8 soccer field

PARK CITY SCHOOL DISTRICT/PARK CITY MUNICIPAL FIELD SITES:

North 40

- 2 full size soccer

High School

- 1 full size baseball
- 1 youth baseball (by McPolin Elementary)
- 1 full size softball

Dozier Field

- 1 full size artificial turf football, soccer, lacrosse field with lights, bleachers
- 1 track

Treasure Mountain Middle School

- 2 full size softball/youth baseball fields

- 2 U10 soccer fields
- 1 medium-full size baseball field
- 1 pony league field

PARK CITY MUNICIPAL CORPORATION FIELD SITES:

City Park

- 1 softball – with lights
- 1 multi-use soccer, rugby, lacrosse overlay

Park City Sports Complex

- 3 full size soccer/lacrosse fields (one artificial turf)
- 1 U10 soccer field
- 3 softball fields

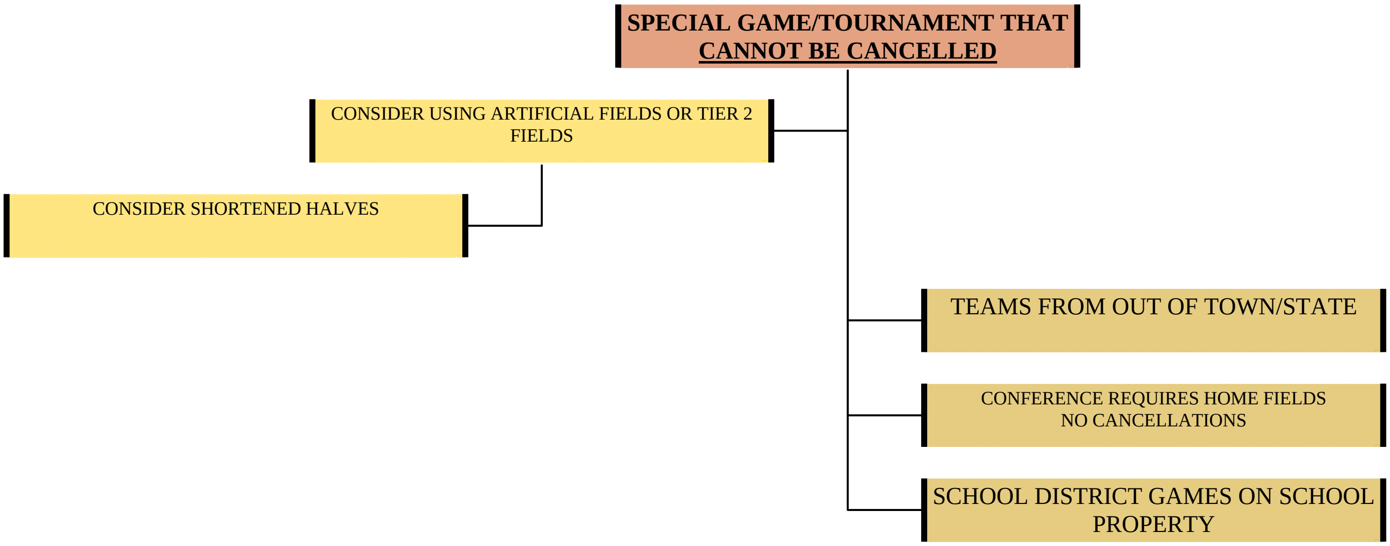
EXHIBIT D2
FIELD CANCELLATION MATRIX

UNSAFE FIELD CONDITIONS

- CANCEL AND RESCHEDULE
- LIGHTNING IS PRESENT
- MOISTURE IS INADEQUATE TO ENSURE A SAFE SURFACE (TOO MUCH OR TOO LITTLE)
- HAZARDS ON THE FIELD (OPEN TRENCH, EQUIPMENT ETC.)

TURF DAMAGE

- CANCEL AND RESCHEDULE
  - DESIGNATE TIER 2 FIELD
  - HOLD PRACTICE IN PRACTICE AREA
- DROUGHT (NATURAL OR MANMADE)
- SNOW ON FIELD
- FROZEN TURF OR FROST PRESENT
- STEADY RAIN IS FALLING
- SOIL SATURATED TORRENTIAL DOWNPOUR
- FORECASTED SEVERE WEATHER
- GROUND IS MUDDY


SPECIAL GAME/TOURNAMENT THAT CANNOT BE CANCELLED
CONSIDER USING ARTIFICIAL FIELDS OR TIER 2 FIELDS
CONSIDER SHORTENED HALVES
TEAMS FROM OUT OF TOWN/STATE
CONFERENCE REQUIRES HOME FIELDS NO CANCELLATIONS
SCHOOL DISTRICT GAMES ON SCHOOL PROPERTY

Resolution No.

RESOLUTION ADOPTING A JOINT USE OF FACILITIES RECREATION INTERLOCAL AGREEMENT BETWEEN THE PARK CITY SCHOOL DISTRICT, SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, AND PARK CITY MUNICIPAL CORPORATION

WHEREAS, the Park City School District, Snyderville Basin Special Recreation District, and Park City Municipal Corporation provide recreation programs and facilities to citizens in the Greater Park City Area; and

WHEREAS, the City Council deems it in the best interest of the community to designate rights and responsibilities of each entity while guiding the efficient delivery of recreation facilities and services; and

WHEREAS, the Regional Recreation Committee, represented by the Park City School District, Snyderville Basin Special Recreation District, and Park City Municipal Corporation was established in 2007 to clarify the intent of previous informal agreements and to incorporate current practices of the three tax-supported entities providing public recreation into one comprehensive document; and

WHEREAS, regional collaboration and partnerships is a high priority identified by the Park City Council in its 2012 annual goals;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council that:

SECTION 1. INTERLOCAL AGREEMENT ADOPTED. **SECTION 1. INTERLOCAL AGREEMENT ADOPTED**. Resolution No. 11-07 is hereby repealed and the attached Interlocal Agreement is adopted.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 5th day of April, 2012

PARK CITY MUNICIPAL CORPORATION

____

Mayor Dana Williams

Attest:

____

Janet M. Scott, City Recorder

Approved as to form:

____

Mark D. Harrington, City Attorney

City Council
Staff Report

Subject: North Silver Lake Lot 2B – Appeal of Planning Commission decision to approve one-year extension
Author: Mathew W. Evans, Senior Planner
Date: April 5, 2012
Project Number PL-12-01474
Type of Item: Quasi-Judicial Appeal

PARK CITY 1884 PLANNING DEPARTMENT

Background

The appeal of the North Silver Lake Lot 2B Conditional Use Permit Extension was originally scheduled for the March 22, 2012 meeting. The appellant was unable to make it to the meeting due to a skiing accident. The City Council voted to continue the item to the April 5, 2012 meeting and directed Staff not to except any additional materials from the appellant or applicant. Attached hereto are the original Staff Report and exhibits, including the appeal, supporting documents, Planning Commission minutes from January 11, 2012, and the Final Action Letter to the applicant from Staff.

City Council Staff Report

Subject:	**North Silver Lake Lot 2B – Appeal of Planning Commission decision to approve one-year extension**
Author:	**Mathew W. Evans, Senior Planner**
Date:	**March 22, 2012**
Project Number	**PL-12-01474**
Type of Item:	**Quasi-Judicial Appeal**

PARK CITY 1884 PLANNING DEPARTMENT

Summary Recommendations

Staff recommends the City Council hold a quasi-judicial hearing on an appeal of the Planning Commission action to approve an extension of the Conditional Use Permit for the North Silver Lake Lot 2B development and consider upholding the approval based on the findings of fact, conclusions of law and conditions of approval.

Topic

Applicant:	Lisa Wilson, Neighboring Property Owner
Location:	North Silver Lake Subdivision Lot 2B
Zoning:	Residential and Resort
Adjacent Land Uses:	Single-Family Residential and Open Space
Reason for Review:	Appeals of Planning Commission decisions to approve or deny Conditional Use Permits are heard by the City Council

Background

Under the Deer Valley Resort Master Plan Development (MPD) the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,525 square feet of commercial and support space. The Deer Valley MPD requires that all developments are subject to the conditions and requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the conditional use review of LMC Section 15-1-10.

Conditional Use Permit

The original CUP application was before Planning Commission on five different occasions (August 13, 2008, October 22, 2008, February 25, 2009, May 27, 2009, and July 8, 2009). During the July 8, 2009 review, the Planning Commission approved the application with a three to one vote. One Commissioner abstained.

On July 17, 2009, the neighboring property owners submitted an appeal of the Conditional Use Permit (CUP) approval for development of the North Silver Lake Subdivision Lot 2B. The City Council reviewed the appeal on October 15, 2009 and again on November 12, 2009. During the November 12, 2009 meeting, the City Council remanded the CUP application to the Planning Commission with specific items to be addressed.

The Planning Commission reviewed the remand during two work sessions on November 11, 2009 and January 13, 2010 and two Planning Commission regular agenda meetings on March 10, 2010 and April 28, 2010 to address specific findings of the City Council. The Planning Commission approved the revised conditional use permit with a four to one vote on April 28, 2010.

The approval was appealed by two separate parties. On May 7, 2010, Eric Lee submitted an appeal on behalf of property owners in the neighborhood and on May 10, 2010, the City received an additional appeal from Ms. Lisa Wilson. The City Council reviewed both appeals on June 24, 2010. All parties stipulated to additional condition of approval #19 that “no lockouts are permitted within this approval”. The Council did not find merit in the notice issues, the compatibility of revised design or other issues raised in Ms. Wilson’s appeal. The Council added an additional requirement of an opportunity for neighborhood input prior to approval of the phasing plan(s), but found that the Planning Commission adequately addressed the issues of the remand. Accordingly, the City Council affirmed and denied in part the Planning Commission’s decision to approve the North Silver Lake Lot 2B Conditional Use Permit. The City Council findings were ratified on July 1, 2010. The conditional use permit approval included a condition that the approval would expire on July 1, 2011 if no building permits are issued within the development.

<u>First Extension</u>
The Land Management Code Section 15-1-10(G) allows for two extensions of an approved conditional use permit. On March 17, 2011, the Planning Department received a Request for Extension of the Conditional Use Permit approval. The Planning Director reviewed the extension request, staff analyzed the application as provided within the administrative staff report, and the public input was considered. On April 28, 2011, the Planning Director approved the Extension of the Conditional Use Permit for an additional year as conditioned.

The Planning Director’s approval of the extension was appealed by Ms. Lisa Wilson and on June 8, 2011 the Planning Commission held a public hearing to consider the appeal. After hearing testimony from the appellant, the property owner, and staff, the Planning Commission, reviewed the matter de novo and rendered a decision to uphold the Planning Director’s decision and grant the extension of the Conditional Use Permit to July 1, 2012.

On June 20, 2011, the City Council received a written appeal of the Planning Commission’s final action of June 8, 2011, upholding the Planning Director’s decision to approve an extension of the Conditional Use Permit for the North Silver Lake Lot 2B development. On July 21, 2011, the appeal was heard by the City Council, who held a quasi-judicial hearing before voting unanimously to uphold the Planning Commission’s decision to uphold the Planning Director’s issuance of an extension of time for the July

1, 2010 Conditional Use Permit. Because the appeal to uphold the Planning Director's Decision was decided on July 21, 2011, the extension of the Conditional Use Permit was extended to July 21, 2012.

The building department had previously collected a bond to ensure that the existing impacts of the site will be repaired at the time of first CUP extension. The landscape plan includes re-vegetating the disturbed area including top soil and native grasses, planting eighteen (18') new trees that vary in height from 10 to 12 feet, and installing an irrigation system for the establishment of the grass and ongoing watering of the new trees. This work was completed by July 1, 2011 and complies with the July 1, 2010 City Council conditions of approval. The applicant will continue watering the trees and vegetation this summer as required.

Second Extension

On October 27, 2011, Staff received a complete application to extend the CUP for an additional year, and on January 11, 2012, the Planning Commission heard the applicants request for an additional and final one-year extension from July 21, 2012 to July 21, 2013. After a public hearing, the Planning Commission voted 4-0 to approve the request for the one-year and final extension to the original CUP for North Silver Lake, Lot 2B.

Appeal

On February 9, 2012, the City received a written appeal (Exhibit A - Appeal) pursuant to Chapter 15-1-18(A) of the Land Management Code. The appeal is of the Planning Commission final action of January 11, 2012, granting an extension of the Conditional Use Permit for the North Silver Lake Lot 2B development from July 21, 2012 to July 21, 2013.

Standard of Review

Per LMC Section 15-1-18(C) any final action by the Planning Commission on a conditional use permit may be appealed to the City Council. The City Council shall act in a quasi-judicial manner (e.g.) a "quasi-judicial act" is defined as a judicial act, which is performed by someone who is not a judge. As such, Council members are barred from "ex parte" communications (pre-hearing influence or communications, etc.) outside of the appeal hearing.

LMC Section 15-1-18(G) requires that the City Council shall review factual matters "de novo" (new/anew) and it shall determine the correctness of the decision of the Planning Commission in upholding the Planning Directors determination in his interpretation and application of the land use ordinance. Any matters not related to the CUP extension review, are not applicable to this appeal.

The City Council may affirm, reverse, or affirm in part and reverse in part the appeal based on written findings of fact, conclusions of law, and conditions of approval, if any, supporting the decision. Final action by City Council may be appealed to District Court.

Analysis of the CUP extension application

Within the Land Management Code Section 15-1-10(G), "**The Planning Commission may grant an additional one (1) year extension (of the Conditional Use Permit) when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change of circumstance includes physical changes to the Property or surroundings":**

1. No change in circumstance that would result in an unmitigated impact.
Planning Commission found that there is no new submittal of plans. The previously submittal matches the approved July 1, 2010 set of plans. There has been no change in circumstances to the site or the plans that would result in unmitigated impacts.

2. Would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. **Planning Commission found that t**he applicable sections of the Land Management Code and the Park City General Plan have not been modified since the July 1, 2010 approval; therefore there are no new findings of non-compliance with either document.

The Landscaping which was required as a condition of approval of the original approval for the Conditional Use Permit was completed prior to July 1, 2011 and condition of approval #18 of both the July 1, 2010 CUP and the Planning Director's decision to extend the expiration date one year have been met. Staff has visited the site periodically over the past few months and has confirmed that the landscaping requirements have been met. There is still bonding in place to remediate the area that was previously excavated. If no building permit is issued prior to the expiration of the Conditional Use Permit, the applicant will be required to fill in the previously excavated area, and the bond monies would be released once the work is completed. If the work is not completed by the applicant, the City would hire someone to perform such work and use the bond monies deposited with the City for that purpose.

Appeal

Per LMC Section 15-1-18(F) an appeal must have a comprehensive statement of all the reasons for the appeal, including specific provisions of the law, if known, that are alleged to be violated by the action taken. The Appellant, Lisa Wilson, has provided a written appeal which is attached hereto as Exhibit "A".

The applicant's appeal is basically a series of questions rather than point-by-point statements regarding the provisions of the law that are alleged to be violated by the Planning Commission in its June 8, 2011 approval of a request for an extension of the CUP. Many of the points made in the appeal by the applicant are outside of what the Planning Commission can legally consider under LMC Section 15-1-10(G).

Staff's analysis is based on the aforementioned Land Management Code Section 15-1-10(G). Staff's has previously analyzed the code based on the aforementioned requirements necessary for granting the extension. Staff understands that the applicant's questions and reasoning for the appeal as found in Exhibit A have been addressed during previous appeals, or are not relevant to the request for an extension of the CUP approval. However, the applicant does bring up two issues in the appeal which the Staff can address (from the attached appeal):

#5. Tom Boone, adjacent property owner and within 300 feet, did not receive a notice to extend the NSLL permit. Tom Boone has been instrumental in keeping interested neighbors informed. He also helped in hiring a law firm on behalf of the homeowners to protect property rights. Why was no notice of the Planning Meeting to extend the NSLL permit sent to Tom Boone?

#6. Lot 2B was posted for the Planning meeting. The City's January calendar had no Planning Meeting scheduled. Why was no Planning Meeting scheduled on the City calendar on the City's web site on the date the NSLL CUP was extended? Bob Dillon, attorney for the homeowners, looked at the City Calendar on the web site and was unaware of a January Planning Meeting. I told Dillon about the sign posted on Lot 2B after running into him at the post office the day before the extension meeting. (See Jan 2012 Calendar enclosed)

In item #5 above the appeal state's "*Tom Boone, adjacent property owner and within 300 feet, did not receive a notice to extend the NSLL permit."* Mailing notice is required 14 days prior to the meeting. The applicant for the Conditional Use Permit is required to provide the city a list of property owners within 300 feet of the subject property, and include stamped and addressed envelopes. The applicant received a list from their title company of all owners within the required 300 foot radius. Title Companies routinely provide property owner information and lists to applicants for required mailings. Mr. Boon's name does not appear on that list provided by the applicant. If Mr. Boone's name is not on the list, either he does not own property within 300 feet; or his name is not on the title of property within 300 feet; or there was an error by the Title Company who compiled the information. Furthermore, the property was noticed by posting a City notification sign on the Site, and a notice was placed in the Park Record, and both were done three weeks in advance of the hearing which exceeds the requirements of State law and the Land Management Code, which again, states that a 14 day noticing period is required.

The applicant further states in appeal item #6: "*Lot 2B was posted for the Planning meeting. The City's January calendar had no Planning Meeting scheduled."* This issue was explained to the applicant by Patricia Abdulla, Planning Analyst, who posts the Planning Commission meetings on-line. The calendar only shows a "tentative" meeting schedule and items do not appear on the calendar until the day the agenda and Staff Reports are sent out to the Planning Commission which is typically the Friday before the meeting. This has been the practice of the City since the calendar was put on the City's website. It should also be noted that the appellant, Ms. Wilson, was in attendance at the meeting and was aware of the meeting beforehand.

Process
The decision on this application by the City Council constitutes Final Action that may be appealed to District Court within 30 days.

Notice
The noticing requirements of LMC Section 15-1-21 have been met for the appeal. The property was posted prior to the seven (7) day notice requirement for the date set for the appeal, noticing was sent to all parties who received mailed notice for the original administrative action seven (7) days prior to the hearing, and the agenda was published in a newspaper of local circulation once seven (7) days prior to the hearing.

Public Input
No public input has been received by the time of this report; public input may be taken at the regularly scheduled City Council public hearing.

Alternatives

- The City Council may affirm the Planning Commission's decision to approve the North Silver Lake Lot 2B CUP extension in whole or in part as conditioned or amended; or
- The City Council may remand the matter back to the Planning Commission with direction on specific items; or
- The City Council may reverse the Planning Commission's decision and deny the North Silver Lake Lot 2B CUP extension in whole or in part and direct staff to make Findings for this decision; or
- The City Council may continue the discussion on the appeal of the North Silver Lake CUP extension.

Recommendation
Staff recommends the City Council hold a quasi-judicial hearing on an appeal of the Planning Commission action to approve an extension of the Conditional Use Permit for the North Silver Lake Lot 2B development and consider upholding the approval based on the findings of fact, conclusions of law and conditions of approval.

Findings of Fact:
1. The subject property is at 7101 North Silver Lake Drive. This property is also known as Lot 2B of the North Silver Lake Subdivision.
2. The proposed development is located within the Deer Valley Master Plan Development.
3. Within the Deer Valley Master Plan, the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,525 square feet of commercial and support space.
4. The North Silver Lake Subdivision Lot 2B is 5.96 acres in area.
5. The Deer Valley Master Planned Development (MPD) requires that all developments are subject to the conditions and requirements of the Park City

Design Guidelines, the Deer Valley Design Guidelines, and the conditional use review of LMC chapter 15-1-10.

6. The property is located in the Residential Development zoning district (RD) and complies with the Residential Development ordinance.
7. The property is within the Sensitive Lands Overlay Zone and complies with the Sensitive Lands Ordinance.
8. The Planning Commission held public hearings on the original CUP on August 13, 2008, October 22, 2008, February 25, 2009, May 27, 2009, and July 8, 2009 and approved the CUP on July 8, 2009.
9. The Planning Commission approval of the CUP was appealed to the City Council and on November 12, 2009, the City Council remanded the Conditional Use Permit back to the Planning Commission with three specific items to be addressed within the order.
10. The Planning Commission approved the revised Conditional Use Permit on April 28, 2010.
11. The revised CUP was appealed to the City Council and on July 1, 2010, the City Council approved the North Silver Lake Lot 2B Conditional Use Permit
12. On March 17, 2011, the Planning Department received a complete application for an extension of the Conditional Use Permit. The extension request was submitted prior to the expiration of Conditional Use Permit. On April 28, 2011 the Planning Director approved the one year extension to July 1, 2012.
13. An appeal of the Planning Director's approval was heard on June 8, 2011 by the Planning Commission. The Planning Commission voted to uphold the Planning Directors decision to grant the extension of time as requested by the applicant.
14. The Planning Commission's decision was appealed to the City Council and on July 21, 2011 the City Council voted to uphold the Planning Commission's decision and approve the extension until July 21, 2012.
15. Within the July 21, 2011 approval, Condition of Approval #18 states "A bond shall be collected at the time of Conditional Use Permit Approval to ensure that the existing impacts of the site will be repaired at the time of CUP expiration or extension. At such time, the existing rock area of the site shall be capped with soil and re-vegetated and new landscaping along the perimeter entrance shall screen the view into the project. If a building permit is issued within one year, this bond shall be released." This condition was met as of July 1, 2011, which was prior to the first extension request, and the applicant has since capped the rock area with soil and has re-vegetated the area with new landscaping along the perimeter entrance as required.
16. The building department collected a bond to ensure that the existing impacts of the site will be repaired at the time of CUP extension. The landscape plan includes re-vegetating the disturbed area including top soil and native grasses, planting eighteen (18') new trees that vary in height from 10 to 12 feet, and installing an irrigation system for the establishment of the grass and ongoing watering of the new trees. This work has been completed, and the Building Department has released the bond.
17. On October 27, 2011 the applicant submitted a request for an additional one year extension until July 21, 2013 of the Conditional Use Permit which is currently set to expire on July 21, 2012.

18. On January 11, 2012, the Planning Commission granted the request for the one-year and final extension to the original CUP for North Silver Lake, Lot 2B, allowing the Conditional Use Permit to extend to July 21, 2013.
19. The Planning Commission may grant an additional one (1) year extension (of the Conditional Use Permit) when the Applicant is able to demonstrate no change in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Change of circumstance includes physical changes to the Property or surroundings. The Conditional Use Permit Criteria within LMC section 15-1-10 has not changed since the July 21, 2010 City Council approval.
20. The Conditional Use Permit application or plans for North Silver Lake Lot 2B has not changed since the July 21, 2010 City Council Approval.
21. There are no changes in circumstance including no physical changes to the Property or surroundings that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or Land Management Code.
22. There have been no changes to the application or the approved plans since the first extension of time was granted on June 8, 2011 by the Planning Commission (and upheld by the City Council on July 21, 2011).

Conclusions of Law

1. The application is consistent with the Deer Valley Master Planned Development and the Park City Land Management Code, particularly section 15-1-10, Conditional Use Permits.
2. There are no changes in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or Land Management Code.
3. The Planning Commission did not err in granting a 12 month extension of the CUP approval.

Conditions of Approval

1. All conditions of approval of the City Council's July 21, 2011 order continue to apply.
2. This approval will expire July 21, 2013, 12 months from the first extension of the CUP.
3. Approval is based on plans reviewed by the City Council on June 24, 2010. Building Permit plans must substantially comply with the reviewed and approved plans. Any substantial deviation from this plan must be reviewed by the Planning Commission.

Order

1. The appeal is denied in whole. The decision of the Planning Commission is upheld.

Exhibits

Exhibit A – Appeal and applicant's supporting documents and submittals
Exhibit B – Planning Commission Meeting Minutes January 11, 2012

Exhibit C – Final Action Letter of January 11, 2012 Planning Commission Action (dated February 9, 2012)

CITY COUNCIL APPEAL TO DENY THE NORTH SILVER LAKE LODGE EXTENSION OF THE CUP

The North Silver Lake Lodge is a massive Condo Hotel project, 332,000 sq. ft. The size is similar to the Costco development recently opposed by City Council near Home Depot.

The following questions have been asked of the Park City Planning Department and have not been addressed in a Staff Report. Please explain the discrepancies in the record:

1. Please explain the reason for the North Silver Lake phasing plan that allows the developer to keep a Conditional Use Permit active for 25 years. A possible 25 year construction project in a established residential neighborhood was represented as unfavorable to the Planning Commission by Bob Dillon, attorney for the home owners.

2. Two ADA units are not accounted for in the Findings of Fact in the CUP. The maximum number of units is 54 in the Deer Valley Master Plan. Please explain why there are 56 units in the project, when the CUP defines there are 54 in the Findings of Fact. 56 exceeds the maximum allocation.

3. 4.03 acres of Deer Valley Resort Company's land is used to fulfill the open space requirement for 74 units and over 400,000 sq. ft. of development at little tax consequence (18 Belmont Homes and 56 NSLL units). Please explain why the property tax on Deer Valley Resort Company's NSL Lot 2D, used to increase the size and scope of two developments, is $55.76 (see attached property tax assessment).

4. Please explain why the Commercial Area allocation in the 7th Amended DV MPD is broken down into multiple categories, while there is no break down in later versions of the MPD, nor in the NSLL CUP. In the 7th DV MPD Commercial and Support Space is: 8000 Retail Sales, 2000 Administration and Support, 4,525 other. The maximum value for Commercial and Support Space defined in the 7th amended MPD is 14,525. There is no break down by Retail, Administration and Support or Other in the NSLL CUP. It appears an additional 5102 sq. ft. of Support Commercial is added to the14,525 entitlement. The total

Commercial and Support space in the NSLL CUP appears to be 19,627. Property owners where not notified of the public hearing for a variance or exception to the MPD that allows the total Commercial and Support Space to change to 19,627 from 14,525. Administration and Support is 2000 in the 7th DV MPD. (See enclosed 7th Amended DV MPD and NSLL CUP)

5. Tom Boone, adjacent property owner and within 300 feet, did not receive a notice to extend the NSLL permit. Tom Boone has been instrumental in keeping interested neighbors informed. He also helped in hiring a law firm on behalf of the homeowners to protect property rights. Why was no notice of the Planning Meeting to extend the NSLL permit sent to Tom Boone?

6. Lot 2B was posted for the Planning meeting. The City's January calendar had no Planning Meeting scheduled. Why was no Planning Meeting scheduled on the City calendar on the City's web site on the date the NSLL CUP was extended? Bob Dillon, attorney for the homeowners, looked at the City Calendar on the web site and was unaware of a January Planning Meeting. I told Dillon about the sign posted on Lot 2B after running into him at the post office the day before the extension meeting. (See Jan 2012 Calendar enclosed)

7. Please explain how a ski run "right of way" changed to open space for two developments. The Silver Dollar ski run is identified as a "Right of Way" on the Belmont ski map. The ski run "right of way" was changed to a TDR sending zone for two developments. Please reconcile the "right of way" change with the Utah State Code. To change a "right of way" there is to be 4 consecutive notices. (See Belmont map, State Code 10-9a-609 & 10-9a-208 enclosed)

8. TDRs areas are to be designated on the official zoning map. Lot 2A and 2B do <u>not</u> appear as TDR receiving zones on the official zoning map at the time of the public process for the NSLL CUP, or when most purchased property in Deer Valley. Please explain why? (See zoning map enclosed)

9. Lot 2D is <u>not</u> identified as a TDR sending zone on the official zoning map during the public process for NSLL, or when most in Deer Valley purchased property. Please explain why? (See zoning map enclosed)

10. In a cursory review of the Summit County record, Deer Valley Resort Company's Lot 2D does not have a conveyance or a TDR transfer on that property. The only conveyance on Lot 2D appears to be some sort of sewer easement granted on 9-6-11, to Snyderville Basin. Why is there no conveyance recorded on NSL Lot 2D for the benefit of Belmont? The NSLL CUP and Staff Reports lead one to believe there was a 1/4 acre open space TDR conveyance to Belmont from Deer Valley Resort Company's Lot 2D previously.

11. According to the State's analysis of the public record, there is a 3.02 remainder on Lot 2D. The NSLL Finding of Fact has a 3.78 acres remainder on Lot 2D. Please reconcile the remainder difference between the State's analysis and the City's Finding of Fact.

12. Please explain the apparent use of the same .76 acre of land used by two developments (Belmont and NSLL) as open space. When 1/4 of lot 2D is used as open space for Belmont (State analysis is 3.02 acres remainder), and 3.78 acres is used for NSLL, 2 projects use the same .76 acres as open space.

13. Please explain the addition of 2.28 acres to the North Silver Lake MPD in the 8th Amended Deer Valley Master Plan.

14. The revised North Silver Lake MPD map, provided by Bob Wells to the Planning Dept. (see Bob Wells letter and Revised MPD enclosed), shows a building pad on NSL Lot 2B. The ski runs are a separate and not included as part of the NSL allocation acreage on the Revised MPD map provided by Wells. Please reconcile where in the public process the Lot 2B building pad was removed. The removal of the building pad allowed the approval of 16 free standing NSLL units. Also, please explain why ski runs where added to the North Silver Lake MPD, when in the 7th amended MPD and Revised MPD map the ski runs where separate.

15. The height requirement was changed for NSL Lot 2B without notification to affected property owners or a request for a variance. "The height of construction on Lot 2B shall be measured from the back of the gutter on Silver Lake Drive or Natural grade, which ever is lower." (see plat map 487578). The gutter is lower than natural grade and permits a taller structure. The height variance or exception from the code was approved without notice of a public hearing.

16. A variance or exception to the code was granted for the total number of parking spaces for NSLL without notifying affected property owners. Two spaces per condo where required by code. Please explain why affected property owners where not notified of the variance or exception to the parking requirement. NSLL will likely lead to Condo Hotel patrons and guests parking on the street within a built-out residential neighborhood.

17. Please explain and show the public notice, public hearing and meeting to change the zoning and permit the transfer of open space development rights in North Silver Lake. TDRs increase the scope of development on two lots in North Silver Lake, Lot 2A and Lot 2B.   Open space TDRs negate the 60% open space requirement for a individual parcel as defined in the Deer Valley Master Plan and Land Management Code.

18, Common Area is nearly 1/3 of the total project or over 100,000 sq. ft. Common Area will serve a Commercial Use. Please reconcile how non-owners will have the ability to utilize Common Area in NSLL as a Commercial use . See the definition of Commercial and Common Area in the Land Management Code enclosed. See the maximum amount of Commercial and Support Space defined the 7th Amended DV MPD.

It appears the property rights protections in the Deer Valley Master Plan, Land Management Code and Utah State Code have been unenforced or changed without the knowledge of affected property owners. Please see Utah State Code 10-9a-205, 10-9a-207, 10-9a-208, 10-9a-608, 10-9a-609, 10-9a-702

Background information

Two developments in North Silver Lake do not own enough of their own land to meet the 60% open space requirement. Neither the Belmont Homes nor the North Silver Lake Lodge own enough land to meet the 60% open space requirement. Both developments are utilizing land owned by Deer Valley Resort Company to fulfill the 60% open space minimum. Deer Valley Resort Company's Lot 2D is an adjacent lot used to fulfill the Belmont Homes and the North Silver Lake Lodge open space requirement. 4.03 acres of Deer Valley Resort Land and ski runs are used as open space for 74 homes and condos. The 74 units consist of 18 Belmont Homes, 40 North Silver Lake condominiums on one foundation (2 ADA units that are not counted in the CUP total) and 16 single family NSL Lodge free standing homes.

There is a difference in opinion between the State and the City on the remainder of open space left on Lot 2D that is available for transfer to the North Silver Lake Lodge parcel as open space. The North Silver Lake Lodge CUP indicates 3.78 acres remaining on Lot 2D for the benefit of NSL Lot 2B. The State has a different opinion on the remainder for the North Silver Lake Lodge site on Lot 2B. After nearly 6 months of review the Lead Property RIghts Attorney for the State concluded 3.02 acres remains as open space for the North Silver Lake Lodge. The State's investigation appears extensive. The record of correspondence between the City, the Attorney for North Silver Lake Developer, The Wilson's and the State Ombudsman is extensive (See page 2 & 3 of The State Advisory Opinion attached). There is a 0.76 acre discrepancy between the State's and the City's evaluation of the open space remaining on Deer Valley Resort's Land (Lot 2D).

A complaint was filed with the State questioning the North Silver Lake CUP in 2010. The question primarily addressed by the State Ombudsman was whether the North Silver Lake Lodge met the 60% open space requirement. Brent Bateman, the Lead Attorney for the Office of the Property RIghts Ombudsman for Utah, responded. The Ombudsman's response states (see the State's Advisory Opinion attached):

"Lot 2A has been developed and ¼ of Lot 2D has been allocated as open space to that development. Accordingly, three quarters of the acreage on Lot 2D, 3.02 acres, remains allocated as open space to Lot 2B."

The 3.02 acre remainder is the result when a full one quarter of all acreage on Lot 2D (4.03 acres) is transferred to Lot 2A. The Ombudsman's remainder is one quarter of all acreage on Lot 2D going to 2A.

.25 x 4.03 (Lot 2D) = 1.0075 acres is the amount on Lot 2D to be utilized as Belmont open space.

4.03 - 1.0075 = <u>3.0225</u>

<u>3.02 acres</u> is the remaining open space on Lot 2D. 3.02 acres is a change in circumstance for the open space TDR available for the North Silver Lake Lodge on Lot 2B.

<u>The North Silver CUP is in error</u>

The nearly 3/4 acre difference is important. Utilizing the State's 3.02 acre remainder, instead of City's 3.78 acres remainder, changes the amount of open space left for the NSL Lodge CUP. The North Silver Lake Lodge CUP is no longer 70.6% open space but a lesser value. The North Silver Lake Lodge CUP is in error. There is a change in circumstance.

2010 NSL Lodge 2B permit "*Condition of Law....5. The Planning Commission did not err in approving the application*"

The Lead Property Rights Attorney for Utah identified an error in the North Silver Lake Lodge CUP in the January 31, 2011 Advisory Opinion. Condition of Law #5 in the 2010 North Silver Lake Lodge CUP identifies the burden of proof necessary to deny the NSL Lodge CUP. (See NSL Lodge 2010 CUP Condition of Law #5 attached)

The NSL Lodge CUP error was identified by the State prior to the 2011 extension of the NSL Lodge permit. The Conditions of Law where changed administratively in a 1 year extension letter of the Conditional Use Permit. It appears the City's solution to cover-up the 3.78 acres remainder error, that is grounds to deny and extension of the CUP, was to change the Conditions of Law in an extension letter for the NSL Lodge CUP.

The burden of proof necessary to deny an extension of the permit has been removed. Condition of Law #5, "The Planning Commission did not err" was removed from the NSL Lodge CUP in a extension letter in 2011. (See 2010 NSL Lodge CUP and the 2011 NSL Lodge extension of the CUP attached). The burden of proof necessary to deny the permit was removed by the Planning Department in a letter without a public process.

The Conditions of Law in the CUP have been changed a 2nd time. The Conditions of Law in the 2012 extension of the CUP are different from the Conditions of Law in the 2011 extension, and the original Conditions of Law in the 2010 CUP. The Burden of Proof necessary to deny the permit continues to change to benefit the developer.

There is a change in the NSL Lodge CUP

It has been difficult for the public to identify the Belmont Homes TDR discrepancy during the public process. As of the 11th Amendment to the Deer Valley Master Plan, there is no record of a Belmont TDR in the DV MPD. The amount of the Belmont TDR is not stipulated in the Belmont CUP or plat map. The time to question the Belmont TDR has not lapsed.

The 3.02 acres remainder is a change of circumstance in the North Silver Lake Lodge CUP. The open space is no longer 70.6% as defined in the CUP but a lesser value. The permit requires an additional public hearing and review to evaluate the new open space value for the project. A change in circumstance has occurred in the North Silver Lake Lodge CUP according to the State's Lead

Property Rights Attorney's evaluation of the record. There is a 3.02 acre remainder for Lot 2B instead of 3.78 acres.

In a cursory review of the Summit County public record, there is no conveyance of open space acreage to Belmont (Lot 2A) from Deer Valley Resort Company's land on Lot 2D.

The North Silver Lake Lodge is in non-compliance with the 60% open space minimum

The nearly 3/4 acre difference in the remainder on Lot 2D is important. Approximately 2.28 acres of Deer Valley Resort's Land on Lot 2D serves a dual purpose as ski runs and as open space for 2 developments. Lot 2D serves a commercial use as the Silver Dollar ski run. Silver Dollar is a beginner ski run on the Deer Valley Resort Ski map. Silver Dollar signs are posted on the mountain as a green ski run. The Resort ski runs on Lot 2D also serve as open space for two North Silver Lake developments, the Belmont Homes and the North Silver Lake Lodge.

Lot 2D does not fit the definition of open space in the LMC 15-6-7 (2) at the time of the approval. According to the LMC, "Open space may not be utilized for Streets, roads, driveways, Parking Areas, commercial Uses or Buildings requiring a Building Permit." (see attached LMC 15-6-7)

The Silver Dollar ski run serves a Commercial use. The definition of a Commercial Use in the LMC is "a retail business, service establishment, and other enterprises that includes commerce and/or trade and the buying and selling of goods and services". Deer Valley skiers buy a good and service. The Resort ski runs serve a commercial Use. The ski runs are not eligible to be used as land to fulfill the open space development requirement while the ski runs are simultaneously serve a commercial Use under the LMC 15-6-7.

The North Silver Lake Lodge does not meet the 60% open space requirement when 2.28 acres of Deer Valley Resort ski runs are removed and 3.02 acres is the remainder for Lot 2B. Lot 2B is 5.96 acres. 2.865 is the open space remaining on Lot 2B.

2.865/5.96 + 3.02 - 2.28
2.865/6.7 = .4276
1 - .4276 = 57.24%

The North Silver Lake Lodge at 57.24% open space does not meet the 60% open space minimum, utilizing the 3.02 acre remainder on NSL Lot 2D and removing 2.28 acres of Deer Valley Resort Ski runs from Lot 2D. The North Silver Lake Lodge CUP is in non-compliance with the 60% open space requirement.

The North Silver Lake TDR sending and receiving zones where created without a public process. The addition of 2.28 acres to the North Silver Lake Subdivision occurred without a public notice for a public process. The LMC requires notification for the addition of acreage.

The total acreage for the North Silver Lake Development was shown to be 108.34 acres up to the 6th Amendment, issued October 10, 1990. The 7th Amendment, dated April 14, 1993, showed the total acreage to be 105.94 acres, a decrease of 2.4 acres. There is no explanation for the 2.4 acre reduction in North Silver Lake in the Deer Valley Master Plan. The 8th Amendment, dated April 25, 2001, shows the total acreage of North Silver Lake as 108.22 acres, an increase of 2.28 acres. There is no explanation within the Deer Valley Master Plan for the 2.28 increase to the DV MPD.

A GRAMA request was made. Within the file is a letter written to the Park City Planning Department by Bob Wells, November 16, 1996. The Bob Wells letter addresses the reason for the change in the North Silver Lake total acreage.

The Wells letter states, *"The 2 acre open space parcel is included in the acreage assigned to Parcel D above. The difference between the total acreage in Parcel B-F as per the 1986 MPD and the 1991 Revised MPD is attributable to the ski runs being included in various parcel acreages in the 1986 but not in 1991, i.e., the ski runs on the plan where reflected as a separate open space. A copy of the Revised North Silver Lake MPD is enclosed."* (See attached)

The Bob Wells letter continues with, *"The current submission to you consists of a proposed subdivision of the Lot 2 remainder of North Silver Lake into Lot 2A (former Parcel C), Lot 2B (former Parcel D but excluding approximately 2 acres of open space parcel), Lot 2C (the combination of fromer parcels E and F), and Lot 2D (an open space parcel consisting aof the approximate 2 acres of open space in Parcel D and the Silver dollar and Belleterre ski run which have been installed),..."*

The addition of 2.28 acres to the North Silver Lake Subdivision is the Deer Valley Resort ski runs. The copy of the Revised North Silver Lake MPD enclosed with the 1996 Bob Wells letter shows the Silver Dollar and Belleterre ski runs as separate. The ski runs are not included as part of the 60% open space calculation on the Revised North Silver Lake MPD map. There is no public notice or a public hearing and meeting to add 2.28 acres to North Silver Lake. 2.28 acres was added to the North Silver Lake subdivision in violation of the Park City Land Management Code and Utah State code.

There was not a public process to change the Silver Dollar and Belleterre ski acreage to a open space TDR sending zone for Lot 2A & Lot 2B. According to the Belmont map, the ski runs are a "right of way" on the plat. There was not a public process to change the ski run right of way. A right of way is defined as *"1.215 RIGHT-OF-WAY. A strip of land dedicated to public Use that is occupied or intended to be occupied by a Street, crosswalk, trail, stairway, ski lift, railroad, road, utilities, or for another special Use."* Changing the Silver Dollar and Belleterre ski trails "right of way" to open space for 2 developments without a notification of a public process violates state and local code. In addition according to *"10-9a-208 - Hearing and notice for a proposal to vacate, alter, or amend a public street or right of way"* is required.

There is no record of a public notice, a public meeting and hearing to designate Deer Valley Resort's private land (Lot 2D) and ski trails as a TDR sending zone for 2 Deer Valley Developments. There was no notification that Deer Valley ski trails and private land could be used within an established residential neighborhood as open space TDR for a large Condo Hotel. Please see attached notices during the time period Deer Valley Resort ski runs and terraine where made a TDR sending zone, and 2 developments where made TDR receiving zones. (see attached public notices) Without the Lot 2D Deer Valley Resort Company TDR, the projects is less than the 60% open space required.

2.865/5.96 = .4807
1 - .4807 = .5193 or 51.93% open space

The State Ombudsman did not address the use of ski runs as open space in the Advisory Opinion. He concluded when using the ski runs as open space, the project met the 60% open space. His calculation on pg. 7 indicated the project is 62% open space, therefore it unnecessary to determine if the use of the ski trails as open space are appropriate.

The Ombudsman made an error on page 7 of the Opinion. The Ombudsman arrived at a 3.02 remainder on page 3 of the Advisory opinion. He used the City's 3.78 acre remainder, instead of the 3.02 remainder, to arrive at 62% open space in the conclusion on page 7.

2.865/5.96 + 3.78 - 2.28
2.865/7.46 = .3840
1 - .3841 = 61.6% or 62%

61.6% is dangerously close to non-compliance. The 1.6% margin of error was not discussed.

Using the 3.02 acre remainder on page 3 of the State's opinion, and removing the 2.28 acres added to NSL subdivision, the project is 57.24% open space. The North Silver Lake Lodge is in noncompliance with the LMC and DV MPD.

2.865/5.96 + 3.02 - 2.28

2.865/6.7 = .4276
1 - .4276 = 57.24%

The City's open space value of 70.6% is incorrect in the CUP.
2.865/5.96 + 3.02
2.865/9.74 = .2941
1 - .2941 = 70.6%

The copy of the Revised North Silver Lake MPD map enclosed with the Bob Wells letter to the Planning Department was included as part of the Belmont file GRAMA request. The Revised North Silver Lake MPD map is clear. The Belleterre and Silver Dollar ski runs where not part of the acreage in the North Silver Lake MPD. The acreage on the Revised North Silver Lake MPD maps is consistent with the 7th Amendment to the DV MPD.

There has been no public notice to add 2.28 acres or add ski runs to the North Silver Lake allocation subsequent to the 7th Amended DV MPD or the Revised North Silver Lake MPD. There is no explanation provided for the increase of 2.28 acres in the Deer Valley Master plan in the DV 8th DV MPD.

Bob Wells (Vice President of Real Estate Development for Deer Valley Resort) provided an explanation in his 1996 letter to the Planning department, along with and enclosed copy of the Revised North Silver Lake MPD map, and accounts for the reduction in acreage in the North Silver Lake MPD. The ski runs where separate. There is no notice to add the ski runs back to the North Silver Lake allocation.

Grounds to Deny the North Silver Lake Extension

The North Silver Lake Lodge is less than 60% open space required. The project is in non-compliance with the 60% open space requirement.

Please deny the extension based upon Condition of Law #5 in the original 2010 CUP, "The Planning Commission did not err". The CUP is in error and the Condition of law #5 was removed administratively in a extension letter without a public process. Condition of Law #5 or the Burden of Proof still applies. Condition of Law #5 was removed in a Planning Department letter, not a public process. There is no conservation easement or variance recorded to make Lot 2D as TDR sending zone. The current CUP is in error and grounds for denial of the extension.

Building Pads are recorded on the Revised North Silver Lake MPD

Building pads are shown on the Revised North Silver Lake MPD. If the building pads where removed on Lot 2B, developers lost their right to a large scale multiunit building on NSL Lot 2B. Currently the North Silver Lake Lodge multiunit structure is on one building pad is 40 units (38 units plus 2 ADA units not counted in the CUP). The current large scale multiunit structure is not compatible with the existing single family homes in the built-out North Silver Lake subdivision/neighborhood. Compatibility is a requirement in the LMC.

If the building pad on NSL Lot 2B was not removed, the 16 free standing units fall outside the defined building pad. The free standing units fall outside the building pad and are in non-compliance with the Revised North Silver Lake MPD. There was not a public process notifying affected property owners 16 units fall outside the building pad in the North Silver Lake MPD.

Tax Incentives for Deer Valley Resort Condo Hotel Development

74 units averaging approximately 3,500 square feet could not have been approved without the use of Deer Valley Resort terrain and ski runs used as open space. Both the Belmont Homes and the North Silver Lake Lodge do not own enough land to meet the 60% open space minimum. Although 74 units would not meet the LMC and DV MPD 60% open space requirement without the Deer Valley Resort Land TDR, Deer Valley Resort pays virtually no property tax. Deer Valley Resort's 4 acres of TDR significantly increases the size of Condo Hotel development in the middle of a built-out residential neighborhood.

$55.76 is the property tax paid on 4.03 acres of Deer Valley Resort ski runs and ski-in ski-out property. Utilizing 4 acres of private property as open space TDR creates nearly 400,000 square feet of Condo Hotel and home development. Please see Deer Valley Resort's property tax bill for NSL Lot 2D of $55.76 (see attached property tax assesment).

It appears the City has created a tax loophole for large Condo hotel development in the middle of residential neighborhoods in Park City. A $55 tax on 4 acres of ski-in ski-out private property and ski runs that serves a dual purpose, as a commercial Use and as open space for 2 projects, is a minimal tax assessment.

TDRs combined with a negligible property tax on land used for Condo Hotels attract major Resort Development

Another Park City Condo Hotel with significant TDR potential is Treasure Hill. The Treasure Hill property tax assessment is zero. (See Treasure Hill property tax receipt)

Treasure Hill was appraised at $48 million prior to the approval of Treasure Hill as a TDR sending zone. In 2011 Treasure Hill was approved as a TDR sending zone. It is reported that Treasure Hill is worth $93 million. It appears approving Treasure Hill TDRs increased the value of the parcel by $45 million (93 - 48 =45)

Hypothesis:

1. Is Park City providing tax incentives or loopholes for big Condo Hotel development in the middle of residential neighborhoods unbeknownst to the tax payor (Treasure Hill, The North Silver Lake Lodge TDR parcel on NSL Lot 2D etc pay minimal or no property tax)?

2. Is Park City creating a secondary real estate market known as TDRs in the midst of residential neighborhoods unbeknownst to affected property owners (There was no public notice for the creation of TDRs in North Silver Lake. Old town residents appear unaware Treasure Hill was approved as a TDR sending zone in 2011)?

3. If approving Treasure Hill as a TDR sending zone can dramatically increased the value of Treasure Hill by 45 million (TH was appraised at 48 million and reported to be 93 million today), what is the value of the of Deer Valley Resort's TDR open space right on NSL Lot 2D?

The Request is Made to Deny the Second Extension of the North Silver Lake Lodge CUP.

Please include the all attachments as part of the record available in Documents Central on the City's website.

1. January Event Calendar, No Planning Meeting
2. Department of Commerce Advisory Opinion (9 pages)
3. Planning email showing NSL Lodge is 48% open space without lot 2D (incorrect value)
4. July 1, 2010 NSL Lodge Lot 2B CUP (5 pages)
5. April 28, 2011 Planning Department Action Letter for the extension of the NSL Lodge 2B CUP (6 pages)
6. Deer Valley Resort Ski Map (2 pages)
7. NSL Lodge Open space map
8. LMC 15-6-7
9. May 25, 1997 notice to property owners
10. April 27, 1997 notice to property owners
11. 6th, 7th & 8th Amendment of the DV MPD North Silver Lake Allocation prepared by the Planning Department
12. Bob Wells letter to the Planning Department November 16, 1996 (4 pages)
13. Revised North Silver Lake Development map enclosed with the Nov 16, 1996 Bob Wells letter
14. Belmont Plat Map (2 pages)
15. Park City LMC excerpt from the 43rd addition Revised March 1997 (4 pages)
16. Deer Valley Resort Company Tax Assessment for NSL Lot 2D - 2011 taxes $55.76
17. Treasure Hill Tax Assessment 2011 & 2012 taxes are zero
18. Total square footages breakdown for NSL Lodge

19. Utah State Code 10-9a-207 Notice for an Amendment to a Subdivision
20. Utah State Code 10-9a-205 Notice of public hearing and public meeting or adoption and modification of a Land Use Ordinance
21. Email to Tom Bakaly, Mayor and PC Attorney showing the North Silver Lake MPD with the Silver Dollar & Belletere ski runs as separate (3 pages)
22. Email showing commercial space for NSL Lodge
23. Email showing revisions made to the NSL Lodge 2010 CUP
24. Email showing the City recognized Belmont was assigned 1/4 acre of open space from the NSL Lot 2B in the Lodge 2010 CUP
25. Email to Planning Department on May 16, 2011 questioning the Belmont TDR (2 pages)
26. Timeline of events included in 2010 State Ombudsman Complaint
27. Information provided to State Ombudsman in 2010 Complaint
28. December 2, 2010 email to State questioning the addition of 2.28 acres to the DV MPD in North Silver Lake (2 pages)
29. March 4, 2011 email to State with questions regarding the legality of the 2.28 addition to the MPD, the 3.02 acre remainder, the Belmont TDR etc.
30. Planning Department email explaining the dedication of Lot 2B
31. Park City Official Zoning Map (2 pages)
32. LMC Definition of Commercial Use, Common Area & Compatibility
33. Letter to Legal Department regarding Land Use and zoning changes without notice (10-9a-205)
34. Utah State Code 10-9a-608 Vacating or Changing a Subdivision Plat (2 pages)
35. Utah State Code 10-9a-702 Variances
36. Utah State Code 10-9a-208 Hearing and Notice to Alter a Right of Way
37. Utah State Code 10-9a-609 Alteration of Amended Plat
38. 7th Amended Deer Valley Master Plan Commercial and Support Space
39. Golden Retriever Dead. The toxicology report indicates he died of a large dose of rat poison. The amount consumed would have taken him 5 minutes to eat according to a lab report. Our 2 small dogs where unharmed.

From: Patricia Abdullah <pabdullah@parkcity.org>
Subject: **RE: Planning Commission?**
Date: January 5, 2012 12:06:16 PM MST
To: Lisa Wilson <lisa@winco.us>
2 Attachments, 1.3 KB

As stated in my earlier email. It will be posted online tomorrow afternoon.

Patricia Abdullah
Park City Municipal Planning Department
445 Marsac Avenue, PO Box 1480
(435) 615-5060

From: Lisa Wilson [mailto:lisa@winco.us]
Sent: Thursday, January 05, 2012 12:02 PM
To: Patricia Abdullah
Subject: Re: Planning Commission?

Patricia,

The Planning Meeting is not posted on the Event Calendar on the City's web site. It appears there is no meeting.

« Previous Month

January 2012

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	S
25 Christmas Holiday - City Offices Closed	26 Christmas Holiday - City Offices Closed	27	28 5:30 PM Planning Commission - Canceled	29 No City Council Meeting - Holiday Recess	30	31
1	2 New Years Day - City Offices Closed	3 5:00 PM Board of Adjustment	4	5 3:30 PM City Council Meeting	6 4:00 PM PC MARC Grand Opening	7
8	9	10	11	12 City Council Meeting (tentative)	13 8:00 PM Park City Moose Home Game	1
15 8:00 PM Park City Moose Home Game	16 Martin Luther King Day - City Offices Closed	17	18	19 No City Council Meeting (tentative) Sundance Film Festival 2012	20 Sundance Film Festival 2012 8:00 PM Park City Moose Home Game	
22 Sundance Film Festival 2012 11:00 AM Luc Robitaille Celebrity Shootout	23 Sundance Film Festival 2012	24 Sundance Film Festival 2012	25 Sundance Film Festival 2012	26 Sundance Film Festival 2012 City Council Meeting (tentative)	27 Sundance Film Festival 2012	

On Jan 5, 2012, at 11:56 AM, Patricia Abdullah wrote:

Yes, there is a Planning Commission meeting scheduled for January 11.

State of Utah
Department of Commerce
OFFICE OF THE PROPERTY RIGHTS OMBUDSMAN

ADVISORY OPINION

Advisory Opinion Requested by:	Lisa & Brad Wilson
Local Government Entity:	Park City Municipal Corporation
Applicant for the Land Use Approval:	SR Silver Lake LLC
Type of Property:	Commercial Condominium Development
Date of this Advisory Opinion:	January 31, 2011
Opinion Authored By:	Brent N. Bateman, Lead Attorney Office of the Property Rights Ombudsman

Issues

Did Park City properly and legally approve the conditional use application for a condominium project ("Project") on the North Silver Lake Subdivision Lot 2B?

Summary of Advisory Opinion

The rules governing the Office of the Property Rights Ombudsman limit this Advisory Opinion to the question of whether the Conditional Use Permit, issued by Park City to develop the Silver Lake Lodge, was properly granted. The Wilsons contend that the Conditional Use Permit was illegally granted, because it lacks the required open space. According to the Wilsons, the development lacks the required open space because the acreage allocation was improperly and illegally increased several years ago. It is unnecessary, however, to determine whether or not the acreage was properly adjusted years ago. Even assuming that the Wilsons are correct that the acreage was improperly adjusted, the development still meets the open space requirement when the improper adjustment is removed. Accordingly, the Wilsons have failed to establish that granting the conditional use permit was an illegal act.

Review

A request for an advisory opinion may be filed at any time prior to the rendering of a final decision by a local land use appeal authority under the provisions of UTAH CODE § 13-43-205. An advisory opinion is meant to provide an early review, before any duty to exhaust administrative remedies, of significant land use questions so that those involved in a land use application or other specific land use disputes can have an independent review of an issue. It is hoped that such a review can help the parties avoid litigation, resolve differences in a fair and neutral forum, and understand the relevant law. The decision is not binding, but, as explained at the end of this opinion, may have some effect on the long-term cost of resolving such issues in the courts.

A request for an Advisory Opinion was received from Lisa & Brad Wilson on June 7, 2010. A copy of that request was sent via certified mail to Janet M. Scott, City Recorder for Park City, at 445 Marsac Ave, P.O. Box 1480, Park City, Utah 84060. The return receipt was signed and delivered on June 16, 2010, indicating it had been received by the City. A copy of the materials regarding the request was also sent to Thomas G. Bennett, attorney for SR Silver Lake LLC ("SRSL"), at Ballard Spahr LLP, One Utah Center, Suite 800, 201 South Main Street, Salt Lake City, Utah 84111. Polly Samuels McLean, assistant attorney for Park City, submitted a response via email to the Office of the Property Rights Ombudsman, which was received on June 16, 2010 and which included a copy of the City's staff report on the appeals of the Planning Commission's conditional use approval of the Project. Mr. Bennett submitted a response on June 18, 2010. Over the ensuing several weeks, both parties sent multiple submissions, by email and regular mail, some with attachments and exhibits.

Evidence

The following documents and information with relevance to the issue involved in this advisory opinion were reviewed prior to its completion:

1. Request for an Advisory Opinion, submitted by Lisa and Brad Wilson, and received by the Office of the Property Rights Ombudsman, June 7, 2010.
2. Response submitted on behalf of the City by Polly Samuels McLean, assistant attorney, dated June 16, 2010.
3. Response submitted on behalf of SR Silver Lake LLC by Thomas G. Bennett of Ballard Spahr, dated June 18, 2010, and all attached documents.
4. City Council Staff Report on the appeals of the Planning Commission's conditional use approval, dated June 24, 2010, and all attached documents.
5. Letter dated June 30, 2010 from Mr. Bennett.
6. City Council Staff Report approval of the conditional use permit, dated July 2, 2010.
7. Letter dated July 9, 2010 from Ms. Wilson, with attachments.
8. Letter dated July 22, 2010 from Mr. Bennett, with attachments.
9. Letter dated August 16, 2010 from Ms. Wilson, with attachments.
10. Letter dated September 7, 2010 from Mr. Bennett, with attachments.
11. Letter dated September 14, 2010 from Ms. Wilson.

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12. Letter dated October 7, 2010 from Ms. McLean, with attachments.
13. Email dated October 12, 2010 from Ms. Wilson, with attachments.
14. Letter dated November 18, 2010 from Ms. McLean.
15. Request for a Record Review, submitted by Lisa Wilson, dated December 2, 2010, and all attached documents.
16. Email dated December 3, 2010 from Ms. McLean.
17. Letter dated December 6, 2010 from Ms. Wilson, with attachments.
18. Letter dated January 14, 2011 from Ms. McLean.

Background

SR Silver Lake LLC is the owner and developer of a 5.96-acre parcel of real property located in Park City, Utah known as Lot 2B. Lot 2B is located within the Deer Valley Master Plan Development ("DVMPD"), and is part of the North Silver Lake Subdivision. Under the DVMPD, Lot 2B is a development lot and permitted a density of 54 residential units, 14,552 square feet of commercial and support space, a height limit of 45 feet, and most importantly for this Advisory Opinion, a minimum open space requirement of 60%.

Lot 2B was created in 1997 by the recording of a plat that divided a lot of approximately ten acres into two lots – Lot 2B and a 4.03 acre parcel titled Lot 2D. Lot 2D was expressly reserved on the plat as open space for the benefit of adjoining lots 2A and 2B.[1] Lot 2A has been developed, and ¼ of Lot 2D has been allocated as open space to that development. Accordingly, three quarters of the acreage of lot 2D, 3.02 acres, remains allocated as open space to Lot 2B. Lot 2B has remained undeveloped since that time.

Since the DVMPD plan was first adopted in 1977, it has been amended multiple times.[2] Relevant to this matter are the 6th, 7th, and 8th amendments. In the sixth amendment, issued October 10, 1990, the total acreage of the North Silver Lake Development was shown to be 108.34 acres. The seventh amendment, dated April 14, 1993, showed the total acreage to be 105.94 acres, a decrease of 2.4 acres. The eighth amendment, dated April 25, 2001,[3] shows the total acreage of the North Silver Lake as 108.22 acres, an increase of 2.28 acres. Those increases and decreases are totals for the entire development. Each amendment shows multiple adjustments to the size of various lots, both increases and decreases, with the 2.4 decrease (7th Amendment) and the 2.28 increase (8th Amendment) being the net sum of the various adjustments. Neither amendment contains an express or ready explanation of the reasons for the adjustments.

In 2008, SR Silver Lake LLC applied for a conditional use permit to develop lot 2B with a 54-unit condominium project. The project consists of 38 units in four multi-story buildings in the center of Lot 2B and 16 single family and duplex condominiums situated around the perimeter. After many appearances before the Park City Planning Commission, including one approval that

[1] The plat contains a notation stating that "Pursuant to the NORTH SILVER LAKE MASTER PLAN DEVELOPMENT AMENDMENT, portions of Lot 2D are allocated to Lot 2A and 2B for purposes of open space calculation."
[2] The DVMPD is currently on its tenth amendment.
[3] The eighth amendment was issued nearly four years after the Plat that created lots 2B and 2D was recorded.

was appealed and remanded, the commission finally approved the revised conditional use permit on April 28, 2010. According to the City, the Project site plan as finally approved contains 70.6% of open space, including the available open space from lot 2D.

On May 10, 2010, Lisa Wilson filed an appeal of the CUP approval with the City.[4] Ms. Wilson's appeal raised several allegations, primarily concerning failure to properly provide notice of several recent and past actions by the City, and also concerning compatibility of the development with surrounding properties. She also alleges that the 60% open space requirement for North Silver Lake has not been met with the proposed development on Lot 2B. On June 24, 2010 the Park City Council reviewed the appeal and denied it. On June 7, 2010, Ms. Wilson submitted a request for Advisory Opinion.

Analysis

I. An Advisory Opinion is Available to the Wilsons on the Conditional Use Permit Approval

Park City has asked this Office to review whether an Advisory Opinion in the present matter is available to the Wilsons. Park City points out that the Wilson's request consists of a challenge to the propriety and legality of the 1993 7th Amendment and the 2001 8th Amendment to the Deer Valley Master Plan, and the 1997 Subdivision Plat. Park City argues that those documents, being more than a decade old, are beyond review and are not properly subjects of an Advisory Opinion.

Advisory Opinions from the Office of the Property Rights Ombudsman are limited in both subject matter and timing. The timing limitation permits Advisory Opinions only when they have been requested prior to the final appeal decision on the related land use application. UTAH CODE § 13-43-205.[5] A local appeal authority's involvement becomes final not only when it issues its final decision, but also when the deadline to appeal passes. Advisory Opinions are unavailable when requested after that date.

The revised conditional use permit in this matter was granted on April 28, 2010, and was appealed by the Wilsons on May 10, 2010. The appeal was heard and denied by the City on June 24th, 2010. Ms. Wilson submitted her request for Advisory Opinion on June 7th, 2010, several days before the final decision on her appeal by the local appeal authority. Therefore, her request for Advisory Opinion was timely with respect to the propriety of the Conditional Use Permit.

There is no question, however, that the deadlines to challenge the 1993 7th Amendment, the 1997 Plat, and the 2001 8th Amendment have passed. Accordingly, an Advisory Opinion to directly challenge those Amendments would be improper. The appropriate question, therefore, is not whether those previous amendments were properly adopted, properly noticed, or legal, but only

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[4] This appeal was filed within the time limit for filing an appeal under the Utah Code and the Park City Land Management Code.

[5] "At any time before a final decision on a land use application by a local appeal authority . . . a local government or a potentially afflicted person may, in accordance with Section 13-43-206, request a written advisory opinion . . . ." UTAH CODE § 13-43-205.

whether the present conditional use permit, based on those prior amendments, was properly granted.[5]

II. The Wilsons have Failed to Establish that the CUP was Improperly Granted

In the request for Advisory Opinion, the Wilsons contend that Deer Valley's approval of a permit to develop a 330,000 square foot hotel is inappropriate in a residential neighborhood. The Wilsons' request mentions the requirement that the Silver Lake development maintain 60% open space, and questions whether the open space requirement was changed in 2001 without proper notification. Extensive information related to the Wilsons' appeal of the conditional use permit was then provided with or closely following the request, most of which raised questions about whether the actions of the City were properly noticed, and whether the ski runs shown on the plat are properly designated open space. In accordance with OPRO policy, the request was provided to the City, and the City responded. Materials submitted by the City were provided to the Wilsons, and so forth as each of the multiple submissions were exchanged. Through the course of those submissions, the issue in contention distilled and focused somewhat to a question of whether the development violates the minimum open space requirement. Although the history and arguments are complicated, the issue in contention can be summarized thus: in the 1993 7th Amendment to the Deer Valley Master Plan, the North Silver Lake Development reduced by 2.4 acres. Then, with the 2001 8th Amendment, the North Silver Lake Development was increased by 2.28 acres. However, the perimeter of North Silver Lake did not change in either of these Amendments. The Wilsons contend that the two-acre reduction occurred because the Silver Dollar and Belleterre ski runs were excluded from the North Silver Lake Development 1993, and that in 2001, they were improperly returned. The Wilsons contend that those ski runs should not have been returned as they are now commercial private property owned by Deer Valley. Without those acres, the Wilsons contend, the North Silver Lake development lacks the required 60% open space.

In Utah, a land use decision will be upheld if it is not arbitrary, capricious, or illegal. *See* UTAH CODE § 10-9a-801(3)(a)(ii); *Fox v. Park City*, 2008 UT 85 ¶11. A decision to grant or deny a conditional use permit is not arbitrary or capricious if it is supported by substantial evidence on the record, and is not illegal if it complies with the applicable laws, statutes, and ordinances: "First, a land use authority's decision is arbitrary or capricious only if it is not "supported by substantial evidence in the record." A land use authority's decision is illegal if it "violates a law, statute, or ordinance in effect at the time the decision was made." *Id.*

[6] The very recent Utah Supreme Court case of *Gillmor v. Summit County*, 2010 UT 69, raises some interesting questions about whether and how the 1993 7th Amendment, the 1997 Plat, and the 2001 8th Amendment can be challenged alongside the present challenge. *Gillmor* holds that "once petitioners have satisfied the jurisdictional requirements . . . of CLUDMA, they may assert any and all claims related to the alleged arbitrary, capricious, or illegal nature of a county's land use decision--including facial challenges to the zoning ordinance upon which the decision was based." The Wilson's challenge to the present Conditional Use Permit is based upon perceived discrepancies in the open space calculations in the 1993 7th Amendment to the Deer Valley Master Plan, and the 2001 8th Amendment to the Deer Valley Master Plan. An interesting question arises whether *Gillmor* extends to the present matter, and would permit the Wilsons to challenge the 1993 and 2001 amendments as part of their present challenge of the Conditional Use Permit. *Gillmor* does differ somewhat from the present case. However, we need not decide whether *Gillmor* applies to the present matter, because, as will be shown, the conditional use permit was properly granted no matter how the prior plan amendments are interpreted.

The Wilsons argue the approval of the conditional use permit was illegal, because it violates the open space requirement. Under Utah law, the Wilsons have the burden to prove that the decision to grant the conditional use permit was in error. UTAH CODE § 10-9a-705. The Wilsons have not met this burden. Specifically, they have not shown that the development does not meet the open space requirements.

There appears to be no dispute that, if the 2.28 acres are included in the development (as the City contends they should be), the development has over 70% open space and the 60% minimum open space requirement is met. The Wilsons contend that the 1993 acreage is correct, and the 2.28 acres added in the 2001 Amendment should not be included.[7] They contend further that if those acres are not included, the open space requirements are not met. However, the Wilsons' calculations are in error. The Wilsons have removed the 2.28 acres only from the allocated open space, rather than from the entire development. The following chart illustrates the difference between the Wilsons' and the City's calculation of the open space requirement:

	2.28 acres included (undisputed)			**2.28 acres removed**		
	Total Acreage in Development	Open space acreage	Open space % (open /total)	Total Acreage in Development	Open space acreage	Open space % (open/total)
Wilson	**9.74**	**6.915**	**70%**	**9.74**	**4.635** (6.915-2.28)	**48%**
Park City	**9.74**	**6.915**	**70%**	**7.46** (9.74-2.28)	**4.635** (6.915-2.28)	**62%**

Despite their calculations, the Wilsons have not argued that the 2.28 acres should be subtracted from the open space allocation only but not removed from the entire development. In fact, they argue that the 2.28 acres represent private property, ski runs owned by Deer Valley Resort, and have not been part of the Silver Lake development since 1993. Accordingly, given the Wilsons' own arguments, the 2.28 acres should be subtracted from the total acreage for Silver Lake.

[7] With regard to their argument that the 2.28 acres should not be included, the Wilsons have done a remarkable job uncovering the history of the project. However, despite their diligence and persistence in uncovering evidence more than a decade old, many factual gaps remain, and it is not clear that the 2.28 acres should not be included. Although it is clear that the total allocation reduced in 1993 by 2.4 acres, and that in increased in 2001 by 2.28 acres, nothing in those documents explain those variations, or indicate that those variations have an easy explanation. The Amendments themselves each show variances in multiple lots, both increases and decreases, on the lots in question and other lots not in question. The Wilsons assume that those variations represent the removal and the return of the ski runs, but nothing has been provided to show conclusively that the 2.4 acre reduction was to create the ski run, or that the 2.28 increase was returning the ski run to the development allocation. The Wilsons do point to a letter from Bob Wells, Vice President of Deer Valley Resort's Real Estate Development, dated November 16, 1996. The letter discusses the history of the development and open space allocation, and discusses the creation of the ski runs, but cannot be conclusively read to indicate that the 1993/2001 discrepancy represents the ski runs, nor that the 2.28 acres should not be included in the open space allocation for the development.

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The 1993 and 2001 Amendments themselves also support that conclusion. The 2.4 acre decrease in 1993, and the 2.28 acre increase in 2001, represent a net decrease and increase after adjustments are made to multiple lots in the development, including lots that are not in controversy. In fact, in 2001, when the development was said to increase by 2.28 acres, Lot 2B is shown to have *decreased* 2.09 acres. The amendments show the 2.28 increase belongs to the entire development, not just to the open space allocation. Accordingly, if the 2.28 increase was improper, the acres can only be removed from the entire development, not just from the open space allocation.

Moreover, for the Wilsons' calculation to be accurate, the ski runs would still need to be part of the development, but not available to be counted as open space. This would require a showing that the 2.28 acre increase was specifically allocated in 2001 to lots 2B and/or 2D as open space. Nothing in the documents provided could be found to support that conclusion. Indeed, if the 2.28 acres represent the ski runs, they are open ski runs, and appear to meet the definition in the Park City Land Management Code for open space.[8] Accordingly, if they are part of the development, and are also open space, very clear evidence would appear necessary to justify a finding that open space *in* the project is not available open space *for* the project. To the contrary, the documents available, and in particular the 1997 subdivision plat that creates Lot 2B and 2D clearly indicates the opposite – that the ski runs are part of Lot 2D and *all of* Lot 2D is reserved open space for Lot 2B. This cuts strongly in favor of the City's calculation. Accordingly, if the 2.28 acres are excluded, the development still has more than the required 60% open space.

As shown, the Wilsons believe that without the 2.28 acres in the allocation, the development has only 48% open space. However, the Wilsons have failed to meet their burden to show that the 2.28 acres should be subtracted only from the open space allocation and not from the entire development. With the 2.28 acres removed, the development still has approximately 62% open space. Accordingly, it is not necessary to determine whether the 2.28 were illegally or improperly added in 2001.

Conclusion

The Wilsons have failed to meet their burden to prove that the 2.28 acre discrepancy makes the decision to grant the conditional use permit illegal. Whether or not the 2.28 acres are included, the development still meets the 60% open space requirement. The Conditional Use Permit was therefore legally granted.

B. N. Bateman

Brent N. Bateman, Lead Attorney
Office of the Property Rights Ombudsman

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[8] The Park City Land Management Code defines Open Space in relevant part as follows:

1.170. OPEN SPACE.

(A) **Open Space, Landscaped**. Landscaped Areas, which may include local government facilities, necessary public improvements, and playground equipment, recreation amenities, public landscaped and hard-scaped plazas, and public pedestrian amenities, but excluding Buildings or Structures.

This is an advisory opinion as defined in § 13-43-205 of the Utah Code. It does not constitute legal advice, and is not to be construed as reflecting the opinions or policy of the State of Utah or the Department of Commerce. The opinions expressed are arrived at based on a summary review of the factual situation involved in this specific matter, and may or may not reflect the opinion that might be expressed in another matter where the facts and circumstances are different or where the relevant law may have changed.

While the author is an attorney and has prepared this opinion in light of his understanding of the relevant law, he does not represent anyone involved in this matter. Anyone with an interest in these issues who must protect that interest should seek the advice of his or her own legal counsel and not rely on this document as a definitive statement of how to protect or advance his interest.

An advisory opinion issued by the Office of the Property Rights Ombudsman is not binding on any party to a dispute involving land use law. If the same issue that is the subject of an advisory opinion is listed as a cause of action in litigation, and that cause of action is litigated on the same facts and circumstances and is resolved consistent with the advisory opinion, the substantially prevailing party on that cause of action may collect reasonable attorney fees and court costs pertaining to the development of that cause of action from the date of the delivery of the advisory opinion to the date of the court's resolution.

Evidence of a review by the Office of the Property Rights Ombudsman and the opinions, writings, findings, and determinations of the Office of the Property Rights Ombudsman are not admissible as evidence in a judicial action, except in small claims court, a judicial review of arbitration, or in determining costs and legal fees as explained above.

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MAILING CERTIFICATE

Section 13-43-206(10)(b) of the Utah Code requires delivery of the attached advisory opinion to the government entity involved in this matter in a manner that complies with Utah Code Ann. § 63-30d-401 (Notices Filed Under the Governmental Immunity Act).

These provisions of state code require that the advisory opinion be delivered to the agent designated by the governmental entity to receive notices on behalf of the governmental entity in the Governmental Immunity Act database maintained by the Utah State Department of Commerce, Division of Corporations and Commercial Code, and to the address shown is as designated in that database.

The person and address designated in the Governmental Immunity Act database is as follows:

Janet M. Scott
Park City Recorder
445 Marsac Avenue
Park City, Utah 84060

On this 31st Day of January, 2011, I caused the attached Advisory Opinion to be delivered to the governmental office by delivering the same to the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the person shown above.

Cynthia W. Nelsen
Office of the Property Rights Ombudsman

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Subject: FW: Unit Equivalent ?'s
Date: April 19, 2010 7:50:23 AM MDT
To: "Lisa Wilson" <lisawilson@me.com>, "Lisa Wilson" <lisa@winco.us>, "Brad Wilson" <brad@winco.us>
2 Attachments, 260 KB

Hi Lisa and brad,

Here are the responses to your questions.

Where does it reference that Deer Valley defined unit sizes rather than utilize the 2000 sq. ft. residential unit equivalent of the LMC?

1. The Deer Valley Master Plan defines unit size in section A. I have attached the Master Plan.

What year was "unit equivalents" made part of the Land Management Code?

2. I know unit equivalents were in the LMC at the time of treasure hill mpd 1986 and most likely earlier. If you'd like to know the exact date, please specify and I can look up. There are 55 editions of the LMC and it requires going through archived documents to review.

Is the unit equivalent section of the LMC only applied to a project if it is required as in the Treasure Hill MPD.

3. Unit equivalents are applied to all projects as required under the LMC unless specified otherwise in the approved MPD.

From your last email: Does 15-6-8 (A-G)in the LMC apply for the Deer Valley MPD?
4. The Deer Valley MPD specified how unit equivalents are calculated. The LMC calculation of 2000 square feet is not applicable. The application is under the allowance of meeting space and support commercial at 5 percent of total square footage each.

What is the proposed % open space on 2B for North Silver Lake Lodge? (Do not include 2D in the calculation)
5. Lot 2D is included in the open space calculation of 70.6%. Total coverage of lot 2B is 124,799 square feet. The size of lot 2B is 5.96 acres. 1 acre = 43560 square feet.
124,799/2,596,173.6 = 48% Planning Dept. incorrect. Open Space is 52% without Lot 2D

Will someone be able to rent a room for one night?
6. Nightly rentals are allowed in the zone. Under the current code they would have to rent the entire unit. There are no lockout units proposed in the project.

What is the total residential square footage?
7. Attached are my calculations for total residential square footage.

Regards,
Katie

Katie Cattan
Senior Planner
Park City Municipal Corp.
435-615-5068

From: Lisa Wilson [mailto:lisa@winco.us]
Sent: Sunday, April 11, 2010 6:09 AM
To: Katie Cattan
Subject: Unit Equivalent ?'s

Hi Katie,

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City Council
Staff Report

PLANNING DEPARTMENT

Subject: North Silver Lake Lot 2B
Author: Katie Cattan
Date: July 1, 2010
Type of Item: Quasi-Judicial - Appeal of CUP Application

Summary Recommendation
Staff requests that the City Council ratify the findings of fact, conclusions of law, and conditions of approval for the Appeals of North Silver Lake Lot 2B Conditional Use Permit.

Topic

Appellants:	#1: Eric Lee, Attorney representing adjacent property owners, and #2 Lisa Wilson, resident
Location:	Lot 2B Subdivision of Lot 2, North Silver Lake
Zoning:	Residential Development (RD)
Adjacent Land Use:	Ski resort area and residential
Reason for review:	Appeals of Planning Commission decisions are reviewed by City Council

Background

Under the Deer Valley Resort Master Plan Development (MPD) the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,552 square feet of commercial and support space. The Deer Valley MPD requires that all developments are subject to the conditions and requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the conditional use review of LMC Section 15-1-10.

The original CUP application was before Planning Commission on five different occasions (August 13, 2008, October 22, 2008, February 25, 2009, May 27, 2009, and July 8, 2009). During the July 8, 2009 review, the Planning Commission approved the application with a 3 – 1 vote. One Commissioner abstained.

On July 17, 2009, the neighboring property owners submitted an appeal of the Conditional Use Permit (CUP) approval of the North Silver Lake Subdivision Lot 2B. The City Council reviewed the appeal on October 15, 2009 and November 12, 2009. During the November 12, 2009 meeting, the City Council remanded the CUP application to the Planning Commission with specific items included in the order to be addressed.

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435 645 7975

Winco 1:49AM 2009 Lee

The Planning Commission reviewed the remand during two work sessions on November 11, 2009 and January 13, 2010 and two Planning Commission regular agenda meetings on March 10, 2010 and April 28, 2010 to address the order and findings of the City Council. The Planning Commission approved the revised conditional use permit with a four to one vote on April 28, 2010.

The approval was appealed by two separate parties. On May 7, 2010, Eric Lee submitted an appeal (Exhibit A). On May 10, 2010, Lisa Wilson submitted an additional appeal (Exhibit B). The City Council reviewed the appeal on June 24, 2010. All parties stipulated to additional condition of approval #19. The Council did not find merit in the notice issues, the compatibility of revised design or other issues raised in Ms. Wilson's appeal. The Council added an additional requirement of an opportunity for neighborhood input prior to approval of the phasing plan(s), but found that the Planning Commission adequately addressed the issues of the remand. Accordingly, the City Council affirmed and denied in part the Planning Commission's decision to approve the North Silver Lake Lot 2B Conditional Use Permit.

<u>Findings of Fact, Conclusions of Law and Conditions of Approval re: NSL Subdivision Lot 2B Conditional Use Permit.</u>

On July 1, 2010, having been duly advised, the City Council hereby modifies the Planning Commission Findings of Fact, Conclusions of Law, Conditions of Approval and Order with minor corrections to the findings and conditions (underlined) as follows:

<u>Findings of Fact</u>

1. The subject property is at 7101 North Silver Lake Drive. This property is also known as Lot 2B of the North Silver Lake Subdivision.
2. The proposed development is located within the Deer Valley Master Plan Development.
3. Within the Deer Valley Master Plan, the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,552 square feet of commercial and support space.
4. The applicant has applied for a conditional use permit for the development of 54 units located on Lot 2B of the North Silver Lake Subdivision. The applicant has included 6102 square feet of support commercial space within this application. The project consists of 16 detached condominium homes and four condominium buildings containing 38 condominium units. The remaining commercial units are not transferable.
5. The North Silver Lake Subdivision Lot 2B is 5.96 acres in area.
6. The Deer Valley Master Planned Development (MPD) requires that all developments are subject to the conditions and requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the conditional use review of LMC chapter 15-1-10.
7. The Deer Valley MPD determines densities on parcels as an apartment unit containing one bedroom or more shall constitute a dwelling unit and a hotel

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room or lodge room shall constitute one-half a dwelling unit. The Deer Valley MPD does not limit the size of units constructed 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.

8. Within the Deer Valley MPD development parcels exhibit there is a note for the NSL Subdivision Lot 2D Open Space stating "This parcel has been platted as open space, with the open space applying to the open space requirement of Lot 2B." Lot 2D is 4.03 acres in size.
9. Within the original North Silver Lake Subdivision, the Bellemont subdivision was allowed to also utilize Lot 2B towards the 60% open space requirement. The Bellemont Subdivision utilized ¼ acre of the Lot 2B parcel to comply with the open space requirement.
10. The current application site plan contains 70.6% of open space on the site including the remainder 3.78 acres of open space on Lot 2D.
11. The property is located in the Residential Development zoning district (RD) and complies with the Residential Development ordinance.
12. The property is within the Sensitive Lands Overlay Zone and complies with the Sensitive Lands Ordinance.
13. The height limit for Lot 2B was established at 45 feet within the Deer Valley Master Plan. The development complies with the established height limit, with the allowance of five feet for a pitched roof.
14. The onsite parking requirements for the four stacked flat condominiums have decreased 25% in compliance with section 15-3-7 of the Land Management Code. The Planning Commission supports a 25% reduction in the parking for the stacked flats within the development.
15. The Planning Commission held public hearings on August 13, 2008, October 22, 2008, February 25, 2009, May 27, 2009, and July 8, 2009.
16. The Planning Commission approved the CUP on July 8, 2009.
17. An appeal of the CUP approval was received July 17, 2009 within ten days per LMC 15-1-18.
18. The City Council reviewed the appeal of North Silver Lake lot 2B on October 15, 2009 and on November 12, 2009.
19. On November 12, 2009, the City Council remanded the Conditional Use Permit back to the Planning Commission with three specific items to be addressed within the order.
20. The Planning Commission reviewed the North Silver Lake Conditional Use Permit remand on November 11, 2009 and January 13, 2010 and two Planning Commission regular agenda meetings on March 10, 2010 and April 28, 2010. The Planning Commission approved the revised Conditional Use Permit on April 28, 2010.
21. The Conditional Use Permit was appealed by two separate parties within ten days of the Planning Commission approval.
22. The design for Building 3 decreased the overall square footage of the Building 3 twenty-five percent (25 %), reoriented the building on the site, and divided the original single building into two interconnected buildings of smaller scale and size than the original single building.

23. The landscape plan was modified to comply with the Wild Land Interface regulations.
24. Construction phasing and additional bonding beyond a public improvement guarantee has been required.

Conclusions of Law
1. The application is consistent with the Deer Valley Master Planned Development and the Park City Land Management Code, particularly section 15-1-10, Conditional Use Permits.
2. The Use is compatible with surrounding structures in use, scale, mass, and circulation.
3. The Use is consistent with the Park City General Plan.
4. The effects of any differences in Use or scale have been mitigated through careful planning.
5. The Planning Commission did not err in approving the application.

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. This plan must address mitigation for construction impacts of noise, vibration, and other mechanical factors affecting adjacent property owners. The Arborcare Temporary Tree and Plant Protection Plan dated April 2, 2009 must be included within the construction mitigation plan.
3. City Engineer review and approval of all appropriate grading, utility installation, public improvements and drainage plans for compliance with City standards is a condition precedent to building permit issuance.
4. The Arborcare Temporary Tree and Plant Protection Plan dated April 2, 2009 must be adhered to. A member of the Planning Staff and Planning Commission will be invited to attend the pre-installation conference. Prior to operating any excavation machinery, all operators of any excavation machinery must sign off that they have read, understand, and will adhere to the Temporary Tree and Plant Protection plan.
5. A landscape plan is required with the building permit. The landscape plan must reflect the site plan and existing vegetation plan as reviewed and approved by the Planning Commission on April 28, 2010.
6. The developer shall mitigate impacts of drainage. The post-development run-off must not exceed the pre-development run-off.
7. Fire Marshall review and approval of the final site layout for compliance with City standards is a condition precedent to building permit issuance. The proposed development shall comply with the regulations of the Urban Wild Land Interface Code. A thirty foot defensible space will be mandatory around the project, limiting vegetation and mandating specific sprinklers by rating and

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approved with the amended Findings of Fact and Conditions of Approval as stated above.

2. Appeal #2 from Lisa Wilson is denied in whole. The CUP is approved with the amended Findings of Fact and Conditions of Approval as stated above.

Dated this 2nd day of July, 2010.

Dana Williams

Dana Williams, Mayor

Exhibit B – Planning Commission Meeting Minutes January 11, 2012

2. North Silver Lake, Lot 2B – Extension of Conditional Use Permit (Application #PL-11-01392)

Commissioner Thomas recused himself from this item and left the room.

Planner Evans reviewed the request for a one-year extension of the conditional use permit for the North Silver Lake Lot 2B Subdivision. The original CUP was approved on July 8, 2008 for the North Silver Lake Lodge. The first one-year extension of that CUP was granted by the Planning Director and that decision was appealed to the Planning Commission and then to the City Council. On July 20th, 2011 the City Council upheld the decision by the Planning Commission to uphold the Planning Director's decision to grant the extension. Planner Evans pointed out that the appeal process actually gave the extension 20 additional days and that extension was set to expire on July 21, 2012. If this request for a second extension is granted, the CUP would expire on July 21, 2013.

Planner Evans noted that the Staff report identified the appropriate sections in the LMC that allows a conditional use permit to receive two extensions; one from the Planning Director and a second from the Planning Commission, as long as the conditional use permit meets specific criteria. The first criteria was no change in circumstance that would result in unmitigated impacts. The second criteria was that the extension would not result in finding of non-compliance with the Park City General Plan or the Land Management Code in effect at the time of the extension request. Planner Evans pointed out that there have been no Code changes and no physical changes to the property, other than the landscaping that the applicant was required to do as a condition of the CUP.

Planner Evans noted that the Staff report mentioned that the applicant was required to bond to fill in the hole on the property. Attached to the Staff report was the original Staff report from the June 24th, 2010 meeting where the conditions specify that the financial guarantees included re-vegetation of the perimeter enhancement capping of new disturbances and previous disturbances and clean up of all staging areas on site. Planner Evans clarified that the requirement was not to fill in the actual area that was excavated but to actually cap it. The required work was done and the condition was met. In addition, the landscaping that was required on the perimeter was installed and it has grown substantially.

The Staff recommended approval of the one-year extension to the Conditional use permit.
Chair Wintzer asked if the grass seed came up. Planner Evans replied that it had been inspected. He did not believe all the seed came up, but the expectation was that another growing season would produce additional growth. Planner Evans stated that the Staff has been talking with the applicant regarding the bond issue and the applicant is willing to keep a certain amount in the bond to ensure that the area is re-vegetated as required.

Doug Clyde, representing the applicant, stated that the Building Department had inspected the vegetation in the early Fall and determined that there was sufficient growth to consider the site re-vegetated.

Planner Evans reported that written public comment was received and provided to the Planning Commission. The Planning Commission has also been provided with a copy of the time line to address noticing questions raised by the public. Planner Evans stated that on the day the property was to be noticed, he noticed North Silver Lake at 60 Sampson and immediately realized his mistake. For that reason, both North Silver Lake and 60 Sampson Avenue were continued to this meeting and both properties were re-noticed properly.

Planner Evans stated that the property owners were mailed two notices. One was for the first meeting, where both items were continued. Second notices were sent to the same group of individuals for this meeting.

Chair Wintzer opened the public hearing.

Bob Dillon, an attorney with Jones Waldo, stated that he was representing 29 surrounding neighbors and several HOAs. Mr. Dillon is also a resident in the American Flag Subdivision. Regarding noticing, he had checked the website last week to see if there would be a Planning Commission meeting this week. The website showed the meeting as tentative, and he did not think the Planning Commission would be meeting. He only found out about this meeting yesterday. Mr. Dillon stated that he does not receive courtesy notices, even though he has been involved with the North Silver Lake process. He would appreciate a courtesy notice for future meetings.

Mr. Dillon remarked that the people he represents did not oppose the requested extension. However, that does not mean they like the project. They have always felt that it was incompatible with the surrounding development and it was too large. They have made a point of arguing that compatibility includes construction. To wait 25 years to build a project after all the surrounding properties and neighborhoods have been built out questions the compatibility issue. However, it is critical to complete the project in a timely manner once it is started and to do it in a way that does not unduly burden the surrounding neighborhoods. Mr. Dillon clarified that completion and timing were his clients' main focus.

Mr. Dillon reiterated that his clients did not intend to oppose the CUP extension, but there were points in the Staff report that he wanted to address. He referred to Finding of Fact #8 and questioned the wording. Mr. Dillon objected to the second sentence in Condition of Approval #2, "Continuing construction and validity of building permits is at the discretion of the Chief Building Official and Planning Director". He believed that it was inappropriate to say that the Chief Building Official and the Planning Director have the discretion to determine the validity of their own actions. Mr. Dillon recommended striking that sentence from the condition of approval and replacing it with language stating, "Any subdivision of land, issuance of building permits and construction of structures or improvements must be done in compliance with the Park City Land Management Code".

Mr. Dillon stated that in connection with the appeal that Lisa Wilson did last year, an applicant filed for a building permit to build one unit. That application for a building permit triggered neighborhood discussions with the developer and their contractor. Mr. Dillon wanted it clear that his clients understand that these are developers who are doing what developers do. They had good conversation in the process and the neighbors were able to meet the contractor. Mr. Dillon believed that the Planning Commission had punted the phasing plan to the Building Department when permits are pulled, rather than review it themselves. Mr. Dillon stated that after several neighborhood meetings, the decision made by the Chief Building Official, Chad Root, resulted in a phasing plan that would reduce the time frame for the entire development to seven years after issuance of the first building permit. An exception was given to the perimeter houses, which were not subject to the seven year time frame. Mr. Dillon remarked that the neighbors did not love the seven year period, but felt it was better than the 25 year period.

Mr. Dillon reiterated the request to complete the project once it is started so the neighbors are not forced to live with a half-built project.

A homeowner at 19 Grosvnor Court, supported the comments made by Bob Dillon. They realize that there is going to be development and the main issues are density and timing. He supported the concept of developing the property quickly as opposed to dragging it over a long period of time. He believed there should be some restrictions on how long the individual houses can continue to be phased into this project. He clarified that he was speaking for himself, but he has spoken with many other property owners who share his views.

Lisa Wilson, a full-time resident of North Silver Lake, stated that people were not noticed for this meeting. She learned about this meeting yesterday. She saw Bob Dillon around 4:30 p.m. and found that he was unaware of the meeting until she told him. She spoke with others who had not received a courtesy notice, including Tom Boone, the person who has been instrumental in keeping the neighbors informed and helping to pay for legal counsel.

Ms. Wilson thanked the developer for putting in the vegetation. The front looks much better and the trees were growing and blocked the Deer Valley pit. Mr. Wilson had concerns as to whether this project actually meets the Land Management Code and the Deer Valley Master Plan. She filed a complaint with the State of Utah Department of Commerce and they issued an advisory opinion. In that opinion, according to the lead attorney for property rights, there is a 3.02 acre TDR for Bellmont. Ms. Wilson stated that the conditional use permit says there is 3.7 acres. She explained how the acreage was calculated to reach that number.

Chair Wintzer informed Ms. Wilson that the extension of the conditional use permit was the issue for discussion and comment. He clarified that the history of the CUP and whether or not the original decision was right was not relevant and had already gone through the appropriate appeal process. He asked Ms. Wilson to focus her comments on the CUP extension that the Planning Commission would be voting on this evening.

Ms. Wilson asked if the City made an error in their decision if that no longer mattered. Chair Wintzer replied that it was not an issue for the Planning Commission because it was not the decision they were being ask to make this evening. The Planning Commission would only be voting on whether or not to extend the CUP. Chair Wintzer clarified that the question of the original decision had been addressed through the appeal process.

Ms. Wilson noted that the TDR uses four acres of Deer Valley Resort land, and of that land approximately 2 acres is ski run. She pulled up the property tax record and found that the property tax for the open space parcel is $55.76. That helps build 74 units.

Mr. Wintzer again asked Ms. Wilson to focus her comments on extending the CUP.

Ms. Wilson found it odd that such a large parcel has virtually no property tax. She was curious to know if there were records of TDR sales and how much a TDR sold for. Chair Wintzer stated that the Planning Commission was not prepared to answer that question and recommended that Ms. Wilson ask her City Council representative.

Ms. Wilson agreed that the developer has a right to build on the property, but she felt the project was much too large. She found it curious that people were not noticed, that the Planning

Commission meeting was not posted on the event calendar, and that the primary person in charge of coordinating opposition to the project did not receive a notice.

Chair Wintzer asked if Assistant City Attorney McLean was comfortable with the noticing process for this project. Ms. McLean replied that she was satisfied with the process based on what the Staff provided and put into the Record. It was posted properly and published and she was comfortable that it was done within the proper requirements.

Chair Wintzer closed the public hearing.

Richard Lichtenstein, representative for the applicant, stated that he had had a number of conversations with Mr. Boone over the last several months, and he was remiss in telling Mr. Boone that the December meeting had been moved to January. Mr. Lichtenstein stated that if courtesy notices do not go out from the City, he would endeavor to reach out to Mr. Boone and his representative in the future. He noted that the owners are committed to build this project. They are as committed today as they were before to work with the neighbors as they have over the last three or four years, and more specifically last year. They understand the challenge of building an infill project with existing homes and they will continue to work with the neighbors to mitigate the impacts as they get closer to pulling a building permit.

Mr. Litchtenstein commented on the pit itself and the trees that were planted. Once the snow melts in the Spring they intend to make sure that the trees that were planted are living and that the vegetation planted in the pit is growing.

MOTION: Commissioner Savage made a motion to APPROVE the North Silver Lake Conditional Use Permit Extension to July 21, 2013 in accordance with the Findings of Fact, Conclusions of Law and Conditions of Approval found in the Staff report.

Commissioner Strachan was prepared to second the motion but thought they should first discuss amendments to the Findings of Fact and Conditions of Approval. Commissioner Strachan thought Finding #8 was a typo and should be eliminated completely. Commissioner Hontz agreed that the existing language should be removed, but it should be replaced with appropriate language. She believed that finding of fact #8 for this application should be the same language as finding of fact #7 in the previous approval.

Commissioner Strachan asked if the findings were for this extension only or whether the findings from the original CUP and first extension needed to be included. Assistant City Attorney McLean replied that the conditions of approval of the prior CUPs were incorporated. Commissioner Strachan pointed out that the findings of fact from the previous approvals were already on record and since they were not making changes, those findings did not have to be re-stated for this application. Commissioner Hontz was comfortable with that explanation and agreed with deleting finding #8.

Commissioner Strachan referred to Condition of Approval #2 and understood that the intent of the condition was to say that the CUP extension automatically expires if a building permit is not issued. If a building permit is issued, once construction begins the extension stops. He was told this was correct. Commissioner Strachan suggested that they revise Condition #2 to read, “This approval will expire July 21, 2013, 12 months from the first extension of the CUP”. The remainder of the language regarding the building permit was deleted since it is already addressed in the Code.

It was noted that deleting Findings of Fact #8 would change the number of Findings and the numbering should be revised.

AMENDED MOTION: Commissioner Savage amended his motion to incorporate the deletion of Finding of Fact #8 and the revised Condition of Approval #2 as stated. Commissioner Strachan seconded the motion.

VOTE: The motion passed unanimously. Commissioner Thomas was recused.

<u>Findings of Fact – North Silver Lake, Lot 2B</u>

1. The subject property is at 7101 North Silver Lake Drive. This property is also known as Lot 2B of the North Silver Lake Subdivision.

2. The proposed development is located within the Deer Valley Master Plan Development.

3. Within the Deer Valley Master Plan, the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,525 square feet of commercial and support space.

4. The North Silver Lake Subdivision Lot 2B is 5.96 acres in area.

5. The Deer Valley Master Planned Development (MPD) requires that all developments are subject to the conditions and requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the conditional use review of the LMC Chapter 15-1-10.

6. The property is located in the Residential Development zoning district (RD) and complies with the Residential Development ordinance.

7. The property is within the Sensitive Lands Overlay Zone and complies with the Sensitive Lands Ordinance.

8. The Planning Commission held public hearings on the original CUP on August 13, 2008, October 22, 2008, February 25, 2009, May 27, 2009, and July 8, 2009 and approved the CUP on July 8, 2009.

9. The Planning Commission approval of the CUP was appealed to the City Council and on November 12, 2009, the City Council remanded the Conditional Use Permit back to the Planning Commission with three specific items to be addressed within the order.

10. The Planning Commission approved the revised Conditional Use Permit on April 28, 2010.

11. The revised CUP was appealed to the City Council and on July 1, 2010 the City Council approved the North Silver Lake Lot 2B Conditional Use Permit.

12. On March 17, 2011 the Planning Department received a complete application for an extension of the Conditional Use Permit. The extension request was submitted prior to

the expiration of Conditional Use Permit. On April 28, 2011 the Planning Director approved the one year extension to July 1, 2012.

13. An appeal of the Planning Director's approval was heard on June 8, 2011 by the Planning Commission. The Planning Commission voted to uphold the Planning Director's decision to grant the extension of time as requested by the applicant.

14. The Planning Commission's decision was appealed to the City Council and on July 21, 2011 the City Council voted to uphold the Planning Commission's decision and approve the extension until July 21, 2012.

15. Within the July 1, 2010 approval, Condition of Approval #18 states, "A bond shall be collected at the time of Conditional Use Permit Approval to ensure that the existing impacts of the site will be repaired at the time of CUP expiration or extension. At such time, the existing rock area of the site shall be capped with soil and re-vegetated and new landscaping along the perimeter entrance shall screen the view into the project. If a building permit is issued within one year, this bond shall be released." This condition was met prior to the first extension request and the applicant has since capped the roc area with soil and has re-vegetated the area with new landscaping along the perimeter entrance as required.

16. The Building Department collected a bond to ensure that the existing impacts of the site will be repaired at the time of CUP extension. The landscape plan includes re-vegetating the disturbed area including top soil and native grasses, planting eighteen (18') new trees that vary in height from 10 to 12 feet, and installing an irrigation system for the establishment of the grass and ongoing watering of the new trees. This work has been completed and the Building Department has released the bond.

17. On October 27, 2011 the applicant submitted a request for an additional one year extension of the Conditional Use Permit to which is currently set to expire on July 1, 2012. The new extension will expire on July 21, 2013.

18. The Conditional Use Permit Criteria within LMC Section 15-1-10 has not changed since the July 1, 2010 City Council approval.

19. The Conditional Use Permit application for North Silver Lake Lot 2B has not changed since the July 1, 2010 City Council Approval. There are no changes in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or Land Management Code.

20. There have been no changes to the application or the approved plans since the first extension of time was granted on June 8, 2011 by the Planning Commission (and upheld by the City Council on July 21, 2011).

<u>Conclusions of Law – North Silver Lake, Lot 2B</u>

1. The application is consistent with the Deer Valley Master Planned Development and the park City land Management Code, particularly Section 15-1-10, Conditional Use Permits.

2. There are no changes in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or Land Management Code.

Conditions of Approval – North Silver Lake, Lot 2B

1. All conditions of approval of the City Council's July 21, 2011 order continue to apply.

2. This approval will expired July 21, 2013, 12 months from the first extension of the CUP.

3. Approval is based on plans reviewed by the City Council on June 24, 2010. Building Permit plans must substantially comply with the reviewed and approved plans. Any substantial deviation from this plan must be reviewed by the Planning Commission.

Commissioner Hontz commented on noticing. She believed the City did a good job of accomplishing the legal noticing requirements; however, she thought it was important to make sure that the people who are interested and want to attend meetings are made aware in a way that goes beyond the legal parameters.

Assistant City Attorney McLean informed the public in attendance that the City has e-notify and it is simple to sign up on the website. E-notify enables those who sign up to get all the Planning Commission agendas and it reminds people that the Planning Commission is meeting. Director Eddington remarked that e-notify users are also noticed for City Council, Planning Commission, Historic Preservation Board, and Board of Adjustment meetings if they sign up. Ms. McLean clarified that e-notify would not substitute the current courtesy notice process, but it is another source of information.

Ms. Wilson noted that e-notify is not posted until Friday, which leave little time to prepare if there is an item on the agenda. She asked if there was some way to obtain the agendas more in advance. Ms. McLean remarked that Park City notices more in advance that what the State law requires. The legal notice is published in the Park Record two weeks prior to the meeting. The actual agenda for the meeting is posted on e-notify on Friday with the Staff report for the Planning Commission meeting on Wednesday. Ms. McLean stated that the packet is not prepared until Friday, which makes it difficult to provide the information sooner. The Staff could have an internal discussion to see if there were other ways to publish the legal notice.

The Planning Commission adjourned the regular meeting and moved into work session for legal training.

The Park City Planning Commission meeting adjourned at 7:15 p.m.

Approved by Planning Commission: ___________________________________

Exhibit C – Final Action Letter of January 11, 2012 Planning Commission Action (dated February 9, 2012)

February 9, 2012

SR Silver Lake, LLC
11990 San Vicente Boulevard, Suite 200
Los Angeles, California 90049

NOTICE OF PLANNING COMMISSION ACTION

Project Description: North Silver Lake Conditional Use Permit 1-Year Extension
Project Number: PL-11-01392
Project Location: Lot 2B subdivision of Lot 2, North Silver Lake
Date of Final Action: January 11, 2012

Action Taken: The Planning Commission conducted a public hearing and approved the request for an additional one-year extension of time for the North Silver Lake Conditional Use Permit and adopted the following Findings of Facts, Conclusions of Law and Conditions of Approval:

Findings of Fact:
1. The subject property is at 7101 North Silver Lake Drive. This property is also known as Lot 2B of the North Silver Lake Subdivision.
2. The proposed development is located within the Deer Valley Master Plan Development.
3. Within the Deer Valley Master Plan, the North Silver Lake Subdivision Lot 2B is permitted a density of 54 residential units and 14,525 square feet of commercial and support space.
4. The North Silver Lake Subdivision Lot 2B is 5.96 acres in area.
5. The Deer Valley Master Planned Development (MPD) requires that all developments are subject to the conditions and requirements of the Park City Design Guidelines, the Deer Valley Design Guidelines, and the conditional use review of LMC chapter 15-1-10.
6. The property is located in the Residential Development zoning district (RD) and complies with the Residential Development ordinance.
7. The property is within the Sensitive Lands Overlay Zone and complies with the Sensitive Lands Ordinance.
8. The Planning Commission held public hearings on the original CUP on August 13, 2008, October 22, 2008, February 25, 2009, May 27, 2009, and July 8, 2009 and approved the CUP on July 8, 2009.
9. The Planning Commission approval of the CUP was appealed to the City Council and on November 12, 2009, the City Council remanded the Conditional Use Permit back to the Planning Commission with three specific items to be addressed within the order.
10. The Planning Commission approved the revised Conditional Use Permit on April 28, 2010.

11. The revised CUP was appealed to the City Council and on July 1, 2010, the City Council approved the North Silver Lake Lot 2B Conditional Use Permit
12. On March 17, 2011, the Planning Department received a complete application for an extension of the Conditional Use Permit. The extension request was submitted prior to the expiration of Conditional Use Permit. On April 28, 2011 the Planning Director approved the one year extension to July 1, 2012.
13. An appeal of the Planning Director's approval was heard on June 8, 2011 by the Planning Commission. The Planning Commission voted to uphold the Planning Directors decision to grant the extension of time as requested by the applicant.
14. The Planning Commission's decision was appealed to the City Council and on July 21, 2011 the City Council voted to uphold the Planning Commission's decision and approve the extension until July 21, 2012.
15. Within the July 21, 2010 approval, Condition of Approval #18 states "A bond shall be collected at the time of Conditional Use Permit Approval to ensure that the existing impacts of the site will be repaired at the time of CUP expiration or extension. At such time, the existing rock area of the site shall be capped with soil and re-vegetated and new landscaping along the perimeter entrance shall screen the view into the project. If a building permit is issued within one year, this bond shall be released." This condition was met prior to the first extension request and the applicant has since capped the rock area with soil and has re-vegetated the area with new landscaping along the perimeter entrance as required.
16. The building department collected a bond to ensure that the existing impacts of the site will be repaired at the time of CUP extension. The landscape plan includes re-vegetating the disturbed area including top soil and native grasses, planting eighteen (18') new trees that vary in height from 10 to 12 feet, and installing an irrigation system for the establishment of the grass and ongoing watering of the new trees. This work has been completed, and the Building Department has released the bond.

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18. The Conditional Use Permit Criteria within LMC section 15-1-10 has not changed since the July 21, 2010 City Council approval.
19. The Conditional Use Permit application for North Silver Lake Lot 2B has not changed since the July 21, 2010 City Council Approval. There are no changes in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or Land Management Code.
20. There have been no changes to the application or the approved plans since the first extension of time was granted on June 8, 2011 by the Planning Commission (and upheld by the City Council on July 21, 2011).

<u>Conclusions of Law</u>

1. The application is consistent with the Deer Valley Master Planned Development and the Park City Land Management Code, particularly section 15-1-10, Conditional Use Permits.
2. There are no changes in circumstance that would result in an unmitigated impact or that would result in a finding of non-compliance with the Park City General Plan or Land Management Code.

Conditions of Approval:

1. All conditions of approval of the City Council's July 21, 2011 order continue to apply.
2. This approval will expire July 21, 2013, 12 months from the first extension of the CUP.
3. Approval is based on plans reviewed by the City Council on June 24, 2010. Building Permit plans must substantially comply with the reviewed and approved plans. Any substantial deviation from this plan must be reviewed by the Planning Commission.

If you have any questions or concerns regarding this letter, please do not hesitate to contact me. I can be reached at 435-615-5063 or via e-mail me at mathew.evans@parkcity.org.

Sincerely,

Mathew W. Evans
Senior Planner